


TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10

TENDER NO: 289S/2025/26 TENDER DESCRIPTION: THE REPLACEMENT OF SINGLE-PHASE ELECTRICAL METERS AND ASSOCIATED EQUIPMENT CONTRACT PERIOD: 36 MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT
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CLOSING DATE	31 July 2026
CLOSING TIME	10:00 am
TENDER BOX NUMBER	245
TENDER FEE	R200.00

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

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

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

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

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THE TENDER

T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	26 June 2026
SITE VISIT/CLARIFICATION MEETING	:	Time: 09:00 on Date: 10 July 2026 (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	[Microsoft Teams] - https://teams.microsoft.com/meet/387310871076531?p=ICZqeEuxfp9LV910gt
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender & Quotation Boxes Office , 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town. : The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement “TENDER NO. 289S/2025/26: - TENDER DESCRIPTION: THE REPLACEMENT OF SINGLE-PHASE METERS AND ASSOCIATED EQUIPMENT” , the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer’s responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
CCT TENDER REPRESENTATIVE	:	Email: SCM.Tenders12@capetown.gov.za

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

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

2.1.2.1 The additional requirements contained in Annexure F to the contract (hereinafter referred to as the "returnable documents" / "Returnable Schedules") are part of these Conditions of Tender and are specifically hereby incorporated into these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable Documents which are required for CCT's tender evaluation purposes herein, shall form part of the Contract arising from the CCT's corresponding invitation to tender.

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

The CCT intends to appoint two tenderers (the highest ranked tenderer ("the winner") and in addition one "alternative tenderer") for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

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

The contract period shall be for a period of up to **36** months from date of commencement of contract.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Standby Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the CCT, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i. Must be in writing

- ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant's rights were affected by the decision;
 - iv. It must state the remedy sought; and
 - v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant CCT appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

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

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

- 2.1.6.4** All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:
The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: MSA.Appeals@capetown.gov.za

- 2.1.6.5** All requests referring to clause 2.1.6.3 must be submitted in writing to:
The City Manager - C/o the Manager: Access to Information Unit, Legal Service Department, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: Access2info.Act@capetown.gov.za

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

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

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

All requests relating to data protection must be submitted in writing to:
The City Manager - C/o the Information Officer, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X9181, Cape Town, 8000
Via email at: Popia@capetown.gov.za.

2.1.6.7 Compliance to the CCTs Appeals Policy.

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

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

payment when lodging your appeal.

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

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

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

2.1.7 CCT Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

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

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

NON-COMPULSORY ONLINE TEAMS MEETING

2.2.1.1.4 Minimum score for functionality

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

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

Evaluation Criteria	Applicable values/points	Weight
1. Proof of electrical meter replacement and / or installation contract size for the past five years	1 point per R5 Million up to a maximum of 10 points	100 %

The minimum qualifying score for functionality is **60 %** out of a maximum of **100 %**.

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

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

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

Confirmation from the Tenderer's employer/client (s)

Written confirmation or official client correspondence must be supplied as proof (e.g., completion certificates, client letters or detailed invoices).

Number of Electrical Meters Replaced and / or installed

Documentary proof of completed contract size indicating total electrical meters replaced during the past 5 years.

Such documentation shall be included in this tender submission, as referenced in Returnable Schedule F.13.

2.2.1.1.6 Responsiveness Criteria

In order to be declared responsive, Tenderers are to submit either with their tender submission, or within a specified timeframe after being requested to do so the following items:

Valid ISO/IEC/SANS 9001 Quality Assurance Certification.

2.2.1.1.7 Provision of samples – NOT APPLICABLE

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

The tenderer shall obtain, as necessary for submitting a tender offer, copies of the latest versions of standards,

specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender document(s) by reference.

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

- 2.2.12.1** The tenderer is required to submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Conditions of Contract and described in the Specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Tender Returnable Documents duly completed and signed will be declared responsive.
- 2.2.12.2** The tenderer shall return the entire tender document to the CCT after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- 2.2.12.3** The tenderer shall sign the original tender offer where required in terms of the Conditions of Tender. The tender shall be signed by a person duly authorised by the tenderer to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation / founding document of the joint venture or any other document signed by all Parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.
- 2.2.12.4** Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information (i.e., item T.1 above), as well as the tenderer's name and contact address.
- 2.2.12.5** The tenderer shall seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information. . If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.
- 2.2.12.6** The CCT shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.2.12.7** Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.
- 2.2.12.8** By signing the offer part of the Form of Offer (**Section C.2, hereto**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.
- 2.2.12.9** Tenderers shall properly deposit its bid in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.
- 2.2.12.10** The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the Returnable Schedule titled **List of Other Documents Attached by Tenderer**.

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

- 2.2.14.1** The tenderer shall ensure that the CCT receives the tender offer, together with all applicable documents specified herein, at the address specified in the General Tender Information herein prior to the closing time stated on the front page of the tender document.

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

2.2.15.2 Notwithstanding the period stated in clause 2.2.15.1 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the CCT is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement by the parties, administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.

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

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

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss, without prejudice to the CCT's other rights and/or remedies available to it in accordance with any applicable laws.

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

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

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

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

2.2.17 Provide other material

2.2.17.1 Tenderer's shall promptly provide, upon request by the CCT, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CCT for the purpose of the evaluation of the tender. Should the tenderer not provide the material, or a satisfactory reason as to

why it cannot be provided, by the time for submission stated in the CCT's request, the CCT may regard the tender offer as non-responsive.

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1. Preference Points for Specific Goals

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

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

2.2.19.2 Evidence of tax compliance

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

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

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

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

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

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

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

2.2.21 Additional Documents:

The Tenderer shall submit **upon written request to do so by the CCT**, the following documents to demonstrate the necessary competencies and resources to deliver the goods or services:

1. Contract/appointment letter and ECSA registration details of the Professional Engineer / Technologist appointed by the tenderer,
2. Two (2) NRS040 qualified responsible persons with valid certificates that will be performing work on this contract,

(Or a signed undertaking from a specialist company having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement.)

2.2.22 Claims arising from submission of tender

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

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

2.3.1.1 Unless otherwise stated in the Conditions of Tender, the CCT shall respond to a request for clarification

received up to one week (where possible) before the tender closing time stated on the front page of the tender document.

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 two-envelope system

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

2.3.4.2 The CCT shall evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. The CCT shall open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the Conditions of Tender, and announce the total price and any preference claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

Should the tenderer fail to amend his tender in a manner acceptable to and within the time stated by

the CCT, the CCT may declare the tender as non-responsive.

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

2.3.10.1.1 The CCT may reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Conditions of Tender.

2.3.10.1.2 For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows: NOT APPLICABLE

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the **Price Schedule (Section C.4)**:

- Based on the sum of the prices/rates in relation to a typical project/job.

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

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

2.3.10.3.4 Applicable formula:

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

Price shall be scored as follows:

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

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

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

Table B2: Awards above R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10)
	<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>	
1	<p>Promotion of Micro and Small Enterprises</p> <p><i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i></p> <p><i>SME partnership, sub-contracting, joint venture or consortiums</i></p>	4
2	<p>Enterprise Supplier Development and Socio Economic Development</p> <p><i>> 15% of total expenditure = 3 points</i></p> <p><i>> 10% up to 15% of total expenditure = 2 points</i></p> <p><i>>= 5% up to 10% of total expenditure = 1 points</i></p> <p><i>< 5% of total expenditure = 0 points</i></p>	3
3	<p>Skills Development OR Employee Share Scheme</p> <p>Skills Development</p> <p><i>> 5% of total profit = 3 points</i></p> <p><i>> 3% up to 5% of total profit = 2 points</i></p> <p><i>>= 1% up to 3% of total profit = 1 points</i></p> <p><i>< 1% of total profit = 0 points</i></p> <p>OR Employee Share Scheme</p> <p><i>> 15% employee ownership = 3 points</i></p> <p><i>> 10% up to 15% employee ownership = 2 point</i></p> <p><i>>= 5% up to 10% employee ownership = 1 point</i></p> <p><i>< 5% employee ownership = 0 point</i></p>	3
	Total points	10

2.3.10.5 Risk Analysis

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

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

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

of the tender offer.

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

2.3.12.4 The CCT reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the CCT as a result of (inter alia):

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

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

2.3.13 Prepare contract documents

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

- a) Notices issued during the tender period,
- b) Inclusion of some of the returnable documents, and
- c) Other revisions agreed between the CCT and the successful tenderer.

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


2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10 Page 22 of 80

TENDER NO: 289S/2025/26
TENDER DESCRIPTION: THE REPLACEMENT OF SINGLE-PHASE ELECTRICAL METERS AND ASSOCIATED EQUIPMENT
CONTRACT PERIOD: 36 MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT

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”)	
TRADING AS (if different from above)	
REGISTRATION NUMBER	
PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANI ET EXECTUANDI OF THE SUPPLIER	
AUTHORISED REPRESENTATIVE	
CAPACITY OF AUTHORISED REPRESENTATIVE	

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

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

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

- Individual / Sole Proprietor
 Close Corporation
 Company
- Partnership or Joint Venture or Consortium
 Trust
 Other:

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address (Chosen Domicilium Citandi Et Executandi)	Postal Code _____
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) Telephone :(_____) _____ Fax :(_____) _____ Cellular Telephone: _____ E-mail address: _____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
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?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	c) Does the tenderer have any source of income in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No
Other Required registration numbers	

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER 289S/2025/26: THE REPLACEMENT OF SINGLE-PHASE ELECTRICAL METERS AND ASSOCIATED EQUIPMENT

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 _____ (PLACE) ON THE _____ (DAY) OF _____ (MONTH AND YEAR)

For and on behalf of the Supplier
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 289S/2025/26: THE REPLACEMENT OF SINGLE-PHASE ELECTRICAL METERS AND ASSOCIATED EQUIPMENT

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 289S/2025/26: THE REPLACEMENT OF SINGLE-PHASE ELECTRICAL METERS AND ASSOCIATED EQUIPMENT

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
Details

2 Subject
Details

3 Subject
Details

4 Subject
Details

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the *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 289S/2025/26: THE REPLACEMENT OF SINGLE-PHASE ELECTRICAL METERS AND ASSOCIATED EQUIPMENT

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

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

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

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

I,, representing

....., as an employer in its own right 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:

OR Compensation Insurer: Policy No:

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

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

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

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

Signed aton the.....day of.....20....

Witness

Mandatory

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

Witness

for and on behalf of
CCT

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, Year 2 and Year 3 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 "Accredited Training Provider", as referred to in Schedule C.5, clause 20.9 of the Specification and referred to in ANNEXURE G: CTES 067; the costs and sourcing of such training will be for the Contractor's account.

INITIALS OF CCT OFFICIALS		
1	2	3

ITEM NO.	DESCRIPTION	SHORT TEXT	UNITS	FIRM UNIT PRICE (EXCL. VAT) R		
				Year 1	Year 2	Year 3
				Months: 1 to 12	Months: 13 to 24	Months: 25 to 36
1	All inclusive price for the removal of existing credit meter, installation of free-issue single-phase common-base and fitment of free-issue common-base CIU and MCU. (Price to include provision of general administration, delivery of notices, measurement laboratory services, professional services and site survey per meter installation as per clauses 5, 6, 11 and 35 of Schedule C.5: Specification).	Replace credit with Split	each	R	R	R
2	All inclusive price for the replacement of common-base meter with a free-issue common-base CIU and installation of free-issue MCU. (Price to include provision of general administration, delivery of notices, measurement laboratory, professional services and site survey per meter installation as per clauses 5, 6, 11 and 35 of Schedule C.5: Specification).	Replace CB with Split	each	R	R	R
3	All inclusive price for the removal of existing non-common base prepayment meter and installation of free-issue single-phase common- base and fitment of free-issue common-base CIU and MCU. (Price to include provision of general administration, delivery of notices, measurement laboratory, professional services and site survey per meter installation as per clauses 5, 6, 11 and 35 of Schedule C.5: Specification).	Replace non-CB with Split	each	R	R	R
4	All inclusive price for the removal of existing MCU from customer's meter box and re-installation into a ground-mounted or elevated kiosk at street level. (Price to include provision of general administration, professional services and site survey per meter installation as per clauses 5, 11 and 35 of Schedule C.5: Specification).	Move MCU to kiosk	each	R	R	R

5	Installation and sealing of free-issue Common-base cover and pairing of plug-top CIU with MCU.	Plug-top CIU	each	R	R	R
6	All-inclusive price for the Revenue Protection inspection, removal of existing meter, regardless of meter type, and installation of free-issue single-phase common-base CIU and MCU. Calculated as per clause 7.3 in the specifications. (Price to include provision of general administration, measurement laboratory, professional services and site survey per meter installation as per clauses 5, 6, 11 and 35 of Schedule C.5: Specification).	Replace RP-Any meter	each	R	R	R
7	All inclusive price for the removal of existing credit meter, installation of free-issue single-phase common-base and fitment of free-issue common-base integrated prepayment meter. (Price to include provision of general administration, delivery of notices, measurement laboratory services, professional services and site survey per meter installation as per clauses 5, 6, 11 and 35 of Schedule C.5: Specification).	Replace credit with CB	each	R	R	R

Other Services

8	Replacement of ready board and provision of CoC for the ready board as specified. (Refer to clause 13.6 of Schedule C.5: Specification).	Replace Ready Board	each	R	R	R
9	All inclusive price for the issue of a disconnection order which includes the administration of the actual disconnection and reconnection as required. (Refer to clause 22 of Schedule C.5: Specification).	Final Disconnection Order	each	R	R	R
10	Revenue Protection inspections, within a geographical area, per electricity meter. (Refer to clause 8 of Schedule C.5: Specification).	RP Inspection	each	R	R	R
11	All inclusive price for the work relating to the installation of a free-issue single-phase passive common-base only.	Install CB only	each	R	R	R
12	Site Surveys, where required as a standalone service, per meter. (Refer to clause 35 of Schedule C.5: Specification).	Site Survey	each	R	R	R

TENDER NO: 289S/2025/26

13	Community liaison officer (CLO) daily rate.	CLO service	Per day	Predetermined daily CCT Rate	Predetermined daily CCT Rate	Predetermined daily CCT Rate
14	Testifying duty for revenue protection purposes. (Refer to clause 10 of Schedule C.5: Specification).	Testify duty	Per hr	R	R	R

Contingency (Area Official to approve prior to execution)

15	Per purchase order for unforeseen services not specified	Contingency	%	15 %	15 %	15 %
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Installation of Meter Kiosks and related costs (Price to include Professional service per installation)

16	The installation of free-issue kiosk including professional services. (Refer to clauses 11 and 39 of Schedule C.5: Specification).	Kiosk	each	R	R	R
17	Re-instatement around a kiosk. (Refer to clause 36 of Schedule C.5: Specification).	Kiosk re-instate	each	R	R	R
18	Trenching per metre in soft and medium soil (Refer to clause 36 of Schedule C.5: Specification).	Trench	Per metre	R	R	R
19	Trench re-instatement. (Refer to clause 36 of Schedule C.5: Specification).	Trench re-instate	Per metre	R	R	R
20	Welding services – includes a per (metal) kiosk cost to grind open a welded kiosk and re-welding the kiosk shut immediately after the meter replacement. (Refer to clause 37 of Schedule C.5: Specification).	Weld	Per kiosk	R	R	R

Elevated kiosk (Pole kiosk) and Overhead Service Installation (Price to include Professional services per installation)

21	Free-issue elevated kiosk replacement / installation including professional services. (Refer to clauses 11 and 38 of Schedule C.5: Specification).	Pole Box	each	R	R	R
22	Overhead service installation (free issue) including professional services. (Refer to clauses 11 and 38 of Schedule C.5: Specification).	OH Service	each	R	R	R

C.5 SPECIFICATION(S)

THE REPLACEMENT OF SINGLE PHASE METERS AND ASSOCIATED EQUIPMENT

1. SCOPE OF WORK

- 1.1. Work covered by this specification is for the replacement of single-phase meters with prepayment meters and electrical ready boards (where necessary) within the boundaries of the City of Cape Town.
- 1.2. The scope of work includes the installation or replacement of street furniture only in those cases where this work is done in conjunction with the meter replacement as required.
- 1.3. The service provider is expected to perform appointment scheduling and delivery of notices to consumers within the City of Cape Town's supply boundary. Such delivery can be done electronically where possible.
- 1.4. Minor services in conjunction with the execution of this work.
- 1.5. All transportation, tools and materials shall be provided by the Tenderer with the exception of:
 - 1.5.1. The prepayment meters which include the Measuring Control Units (MCU), Passive Common Bases and Customer Interface Units (CIU);
 - 1.5.2. Customer Fault Report (CFR) books*;
 - 1.5.3. Risk Assessment books*;
 - 1.5.4. Plastic architraves
 - 1.5.5. Street furniture, underground and overhead service cable and accessories
 - 1.5.6. Electrical Readyboards
 - 1.5.7. Seals and padlocks
 - 1.5.8. Mobile Reporting devices
 - 1.5.9. Other required documentation* as outlined within this specification and its addendums.
 - 1.5.10. Supply-side Circuit breakers (in kiosks), where required

2. DEFINITION OF TERMS

- 2.1. Unless inconsistent with or expressly indicated otherwise by context:
 - 2.1.1. "City of Cape Town (CCT)" shall mean the Director: EGD, acting personally or by a duly authorised official on behalf of the CCT.
 - 2.1.2. Project/Area officials will be appointed by the CCT as follows:
 - 2.1.2.1. Project Office – Head: Measurement
 - 2.1.2.2. Revenue Protection – Head: Revenue Protection
 - 2.1.3. Project Manager: An electrical professional under contract to or employed by the Tenderer.

3. APPLICABLE STANDARDS, SPECIFICATION AND REGULATIONS

- 3.1. The following standards (latest edition), regulations and specification shall be applicable:
 - 3.1.1. Occupational Health and Safety Act 85 of 1993
 - 3.1.2. City of Cape Town Electricity Supply By-Law
 - 3.1.3. Electric cables with extruded solid dielectric insulation for fixed installations
 - 3.1.4. SANS 950: Un-plasticised polyvinyl chloride rigid conduit and fittings for use in electrical installations
 - 3.1.5. SANS 10142-1: Code of Practice for the Wiring of Premises
 - 3.1.6. SANS 10198: Selection, handling and installation of electrical cable
 - 3.1.7. NRS 040: Safety Regulations for High Voltage Systems
 - 3.1.8. SANS 474: Code of Practice for Electricity Metering
 - 3.1.9. Policy 11107: Installation of Prepayment Meters

- 3.1.10. Documentation for completion by Contractor (SCHEDULE C.5: ANNEXURE A)
- 3.1.11. Process for Prepayment and Credit meter replacements (SCHEDULE C.5: ANNEXURE B)
- 3.1.12. Customer notices (SCHEDULE C.5: ANNEXURE C)
- 3.1.13. CTES 023 (SCHEDULE C.5: ANNEXURE E)
- 3.1.14. CTES 029 (SCHEDULE C.5: ANNEXURE F)
- 3.1.15. CTES 067 (SCHEDULE C.5: ANNEXURE G)

**Please note that all operational documentation is subject to change at the discretion of the City of Cape Town.*

4. ABBREVIATIONS

CFR	–	Consumer Fault Report
CIU	–	Customer Interface Unit
CoC	–	Certificate of Compliance
DB	–	Distribution board
ECSA	–	Engineering Council of south Africa
EPWP	–	Extended Public Works Project
MCU	–	meter and control unit
ORHVS	–	Operating Regulations for High Voltage Systems
PLC	–	Power Line Communication
PPE	–	Personal Protective Equipment
ETC	–	etcetera
SSEG	–	Small Scale Embedded Generation

5. GENERAL AND ADMINISTRATIVE SERVICES

- 5.1. The rate of each meter replacement shall include general and administrative services in the execution of this tender. The Contractor is required to appoint data capture clerks with at least a Grade 12 qualification to act on behalf and working under the supervision of the City in the functional areas.
- 5.2. The City of Cape Town will provide accommodation and systems training for the Contractor where it is required for his staff to work as applicable.
- 5.3. The administrative work performed by the contractor at his own premises relating to the replacement of meters is excluded from the limit of administrative staff required by the City of Cape Town as detailed in point 5.4 of this section.
- 5.4. The following services shall be included as a cost per meter replacement in the pricing schedule:
(Guide: Approximately twelve persons required to replace 100 meters per day for calculation purposes):
 - 5.4.1. Identification of meters to be replaced including master data verification and purchase history checks;
 - 5.4.2. Preparation of notices for delivery to customer
 - 5.4.3. Update of master data on SAP, including the uploading of evidence such as photographs;
 - 5.4.4. Creation of various types of notifications on SAP;
 - 5.4.5. Verify and issue kWh units remaining on removed prepayment meters and update Vending System and SAP with meter changes;
 - 5.4.6. Capture and update notifications with information relating to meter replacements including details on any unregistered meters found on site;
 - 5.4.7. Arrange the recovery of the ready board costs per works order where applicable;
 - 5.4.8. Attend to customer queries;
 - 5.4.9. Facilitating the administrative recovery of non-technical losses by means of contravention notices and financial adjustments;

- 5.4.10. Record and report daily statistics of meter changes, disconnections and reconnections;
- 5.4.11. Providing support to field staff;
- 5.4.12. Record-keeping and filing of documentation.

6. MEASUREMENT LABORATORY SERVICES

- 6.1. The rate of each meter replacement shall include the appointment of measurement laboratory staff with at least NQF3 qualification to act on behalf and working under the supervision of the CCT in the functional area.
- 6.2. The City of Cape Town will provide accommodation and systems training for the Contractor where it is required for his staff to work as applicable.
- 6.3. The following services shall be included as a cost per meter replacement in the pricing schedule: (Guide: Three persons required to process 100 removed meters per day from the field as a result of meter replacements on this project):
 - 6.3.1. Receive the meters in the Lab according to SCHEDULE C.5: ANNEXURE E: CTES 023 document and work according to standard laboratory practices,
 - 6.3.2. Extract prepayment meter information,
 - 6.3.3. Capture and evaluate information of all meters received,
 - 6.3.4. Capture meter information onto the SAP system,
 - 6.3.5. Other Laboratory functions related to meter replacements such as meter tests and special readings (Requested via SCHEDULE C.5: ANNEXURE E: CTES 023 SANAS Test/Calibration Receipt and Feedback From).

7. REVENUE PROTECTION SERVICES (RELATED TO ITEM 4 IN THE PRICE SCHEDULE)

- 7.1. Contractor to render revenue protection services in the execution of this tender. The Contractor may be required to appoint artisans and handyman team to act on behalf and working under the supervision of the City of Cape Town in the Revenue Protection department.
- 7.2. The City of Cape Town will provide accommodation and systems training for the Contractor, where it is required. The Contractor shall supply transport, tools and equipment.
- 7.3. The following services shall be included as a cost per meter replacement in the pricing schedule:
 - 7.3.1. Do a bypass or tamper inspection and document evidence according to City of Cape Town requirements.
 - 7.3.2. Replace bypassed/tampered meters.
 - 7.3.3. Taking before- and after-replacement digital photographs with supplied mobile device and gathering other relevant evidence required and to be supplied according to the City's requirements.
 - 7.3.4. Where, for one or another valid reason, the mobile device/application could not be utilised, photographic evidence should be gathered via other means and should display a date and time stamp. Payment for invoices will only be approved if all the required evidence has been uploaded to the notifications. Predefined Revenue Protection Checklist will be completed by the Contractor - ANNEXURE A (ii).

8. REVENUE PROTECTION INSPECTION SERVICES (RELATED TO ITEM 10 IN THE PRICE SCHEDULE)

From time to time, the Contractor might be tasked to perform audit inspections on installations. These optional inspection services will include the following:

- 8.1. Delivery of access notices for inspections and meter-related work to be conducted at customers' premises;
- 8.2. Recording of correct information such as consumer-, address-, meter- and meter enclosure detail;
- 8.3. Performing load checks to ensure existing meter is operating as it should;
- 8.4. Checking installation for any defects or anomalies;
- 8.5. Capturing, on digital photographs via supplied mobile device, the installation detail and defects/anomalies which were encountered on site, including tampers, illegal connections, malicious damage and bypassed meters;
- 8.6. Capturing of findings on notifications;

9. COMMUNITY LIAISON SERVICES (RELATED TO ITEM 13 IN PRICE SCHEDULE)

From time to time the Contractor might be required to supply community liaison services in the execution of this tender, especially in volatile areas. Community Liaison Officers will be employed by the Contractor on a temporary basis and will be familiar with the area of operation, its community and leadership. These community liaison services will include the following:

- 9.1. Keeping the community informed on the progress of the project;
- 9.2. Keeping the City informed on relevant Community affairs and possible grievances;
- 9.3. The Contractor may be required to attend meetings with the community, other contractors and the City of Cape Town's Representative to facilitate the work to be undertaken and to assist the Contractor's supervisory staff in the management of the works;
- 9.4. The Contractor must use labour from the local community where possible. Community leaders or their representatives must be involved in the selection of the local labour. These functions will be performed in conjunction with Customer Support Services;
- 9.5. The conditions of employment for temporary workers drawn from the designated community should be based on the minimum conditions of employment as stated by the Industrial Council for the Electrical industry for the Cape Peninsula area;
- 9.6. Where the Contractor utilises members of the local community, he will be required to train and instruct the workers on safe working practices;
- 9.7. Reporting in accordance with Government Regulations (as per EPWP or other applicable documents) will be included in the prices quoted, if needed;
- 9.8. This service should be tendered as a daily rate as determined by the City of Cape Town from time- to-time.

10. TESTIFYING DUTY (RELATED TO ITEM 14 IN THE PRICING SCHEDULE)

- 10.1. As and when required, the Contractor shall be required to provide testimony at disciplinary hearings, court cases and/or tribunals to provide an account on evidence collected during inspections and revenue protection meter replacements. This could include, but not limited to, sworn statements, affidavits and/or appearing as witness on behalf of the City of Cape Town.
- 10.2. Prepping for, and testifying in cases usually occur during working hours and will result in loss of time for field work.
- 10.3. The Contractor will be required to supply an hourly rate for such time served.
- 10.4. Supplied invoices to be accompanied by documentation detailing such dates and times of events. These documentation should be scrutinised and signed off by the relevant City Official (Revenue Protection).

11. PROFESSIONAL SERVICES

- 11.1. The Contractor shall be required to appoint an independent ECSA-registered Professional Engineer or Professional Technologist to act on behalf of the CCT at contract stage for the full duration of the contract.
- 11.2. The rate of each meter replacement, kiosk-, pole box and overhead service installation shall include professional services which will cover the following:
 - 11.2.1. Safety plan,
 - 11.2.2. Project management services,
 - 11.2.3. Safety, quality control, inspections and certification of payment on completion,
 - 11.2.4. Management of CoC certificates for ready board replacements,
 - 11.2.5. Hand-over certificates,
 - 11.2.6. Handling site queries and complaints emerging from services provided and determining solutions to prevent future occurrence.
- 11.3. Site queries and complaints shall only to be escalated to the CCT staff if further resolution is required.
- 11.4. Curriculum Vitae of Professional shall be provided at contract stage.

12. SITE CONDITIONS

- 12.1. The sites are located in the City of Cape Town supply area.
- 12.2. The supply to each dwelling is a 230 V \pm 10 %, 50 Hz, single phase, 2-wire system.

13. OVERHEAD AND UNDERGROUND RETICULATION

- 13.1. For areas with overhead reticulation:
 - 13.1.1. The Contractor will familiarise him/herself with conditions on site.
 - 13.1.2. A passive common base is required for all installations, if not already installed.
 - 13.1.3. All overhead electrification installations must have a meter installation of the split meter type; (Two-wire communication, PLC or RF meters. MCU installed in existing or new street furniture. CIU must be of the common base type, as far as possible). As per Policy 11107, available on the CoCT corporate website.
- 13.2. For areas with underground reticulation
 - 13.2.1. The Contractor will familiarise him/herself with conditions on site;
 - 13.2.2. A passive common base is required for all installations, as far as possible, if not already installed;
 - 13.2.3. All pre-paid meters that are fed by means of an underground cable will be replaced by a PLC split prepayment meter (remote MCU in kiosk and common base type CIU in dwelling, as far as possible). As per Policy 11107.
- 13.3. Where an overhead pole box or free standing kiosk (stubby) only provides space for circuit breakers, the contractor shall inform the City to allow for kiosk replacement.
- 13.4. Where existing proprietary prepayment meters, which are **not** of the common base type, that are flush or surface mounted, are removed, the holes left in the wall will be covered by a common base architrave prior to the installation of the passive common base and CIU.
- 13.5. In rare situations where PLC communication interference problems cannot be mitigated, the installation shall be fed with an alternative prepayment meter, subject to Area Official approval.
- 13.6. For unsafe ready boards and distribution boards:
 - 13.6.1. Written notice shall be given to occupants with unsafe ready- or distribution boards in accordance with SANS 10142-1 regulations and the occupant will have to sign acceptance of this notice on the fault report;

- 13.6.2. The owner may choose to have a new ready board installed with costs recovered via a prepayment purchase agreement (piggy back) on the vending system with the City;
 - 13.6.3. No wiring of equipment to the load-side of the ready-board is to be performed by the contractor;
 - 13.6.4. If the owner chooses a ready board to be replaced, a Certificate of Compliance (CoC) for the new installation of the ready board will be provided by the contractor and handed to the owner, with a copy to Project Official, stapled to the Customer Fault Report
 - 13.6.5. The acceptance of cost form as per SCHEDULE C.5: ANNEXURE C: Dangerous or inaccessible installation, needs to be returned with the Customer Fault Report.
- 13.7. The Contractor or his staff will not be allowed to sub-contract to customers for work.
- 13.8. The Contractor will be responsible to ensure that the service connections are correctly labelled on completion of work (clear address marked on the backing board).

14. COMMUNITY INVOLVEMENT

- 14.1. The Contractor may be required to attend meetings with the community, other contractors and the CCT Representative to facilitate the work to be undertaken.
- 14.2. The Contractor must use labour from the local community where possible. Community leaders or their representatives must be involved in the selection of the local labour. These functions will be performed in conjunction with the Customer Support Coordinator.
- 14.3. The conditions of employment for temporary workers drawn from the designated community should be based on the minimum conditions of employment as stated by the Industrial Council for the Electrical industry for the Cape Peninsula area.
- 14.4. Where the Contractor utilises members of the local community, he will be required to train and instruct the workers on safe working practices.
- 14.5. Reporting in accordance with Government Regulations (as per EPWP or other applicable documents) will be included in the prices quoted.

15. NOTIFICATION OF AND LIASION WITH AFFECTED PARTIES

- 15.1. The Contractor shall ensure that all affected parties are duly notified of the proposed meter and reticulation works, including, but not limited to:
 - 15.1.1. The Electricity Department's Area Manager or duly authorised representative; and
 - 15.1.2. Property owners, Body Corporates, company representatives, and any other stakeholders who may be impacted by the works..
- 15.2. The Contractor shall be responsible for the distribution of written notices to every affected property prior to the commencement of work. The Contractor shall liaise with occupants regarding the proposed works and any access requirements.
- 15.3. Notices shall afford affected consumers a minimum of fourteen (14) calendar days to respond or to make arrangements to grant access for inspections and/or installation teams.
- 15.4. Examples of such notices are provided in SCHEDULE C.5: ANNEXURE C.

16. AVAILABILITY OF FREE ISSUE MATERIALS

- 16.1. To ensure the availability of meters:
 - 16.1.1. All prepayment meters, ready boards and other free-issue materials required by the Contractor will be made available at the local Area SCM Stores;
 - 16.1.2. The Contractor will be required to sign for the receipt of all materials;

16.1.3. The Contractor will be required to store and transport all equipment to site in an approved manner.

17. SITE SECURITY FOR MATERIALS AND STAFF

- 17.1. The Contractor will be responsible for the security of all uninstalled material (and any supplied equipment) from the time of collection and will be held liable for any losses.
- 17.2. The Contractor will be responsible for the security of exposed services existing on site and will be liable for the cost of replacing and repairing any such services that may be lost or damaged on the work site.
- 17.3. The Contractor shall be responsible for the return of all removed equipment to the Measurement Test Laboratory or local area SCM stores and will be held liable for costs incurred due to non-return.
- 17.4. The cost of all unused materials not returned to the stores will be deducted from payments due to the Contractor.
- 17.5. The Contractor is responsible for all general security arrangements for material and staff.

18. STORAGE FACILITIES

- 18.1. No storage facilities will be provided by the CCT. Supplied free-issue materials shall be stored separately in a lockable area with an indication that these assets belong to the City of Cape Town.
- 18.2. All issued equipment shall be tracked and consolidated by the relevant CoCT project official. Such tracking and consolidation shall be performed periodically as determined by the City of Cape Town.
- 18.3. The Contractor will be held cost-responsible for issued equipment that is lost or stolen while in the possession of the Contractor.

19. APPOINTMENT OF CONTRACTORS

- 19.1. The City reserves the right to appoint two Contractors for this contract- Main and Alternative. The alternative Contractor shall be used if the main Contractor does not accept placed orders within five working days.
- 19.2. No work shall be undertaken without a valid purchase order number from the CCT.
- 19.3. On receipt of a notification number, business partner name, address and contact details, the Contractor shall schedule an appointment with the individual owners/ consumers for access to each dwelling as follows:
 - 19.3.1. Replacement notices shall be submitted for approval by the Project Official prior to issue;
 - 19.3.2. The Contractor shall only cancel customer appointments with written authorisation from the applicable Project Official;
 - 19.3.3. Contractors are advised that access to some of the dwellings may only be possible after normal working hours and that no additional charges will be accepted by the CCT for shift work.
- 19.4. If the Contractor is refused access to a dwelling to perform his work in terms of the Contract, he shall follow the disconnection process as outlined in SCHEDULE C.5: ANNEXURE B (iii).
- 19.5. On suspicion of by-pass or tamper of an electrical meter, the Contractor shall follow process as prescribed by the Head: Revenue Protection.
- 19.6. For high volume replacements, arrangements with Revenue Protection Department are required to ensure support is available on site.

20. COMPETENCY REQUIREMENTS AND IDENTIFICATION OF FIELD STAFF

- 20.1. All meter workers shall be accredited as Class 1 Meter Workers [single phase (230V) meter worker] as prescribed in the SANS 474. Portfolio of Evidence in accordance with CTES 067 (SCHEDULE C.5: ANNEXURE G) to be provided.

All site supervisors shall, in addition, be accredited as Responsible Persons in accordance with NRS 040. A minimum of **two (2) NRS 040-accredited Responsible Persons**, holding valid certification, must be employed by or formally contracted to the contractor for the full duration of the contract. No purchase orders will be issued to contractors whose personnel do not meet the required accreditation criteria. In such cases, an alternative contractor will be appointed.

- 20.2. The CCT shall issue appropriate means of identification to each meter worker or employee who perform direct access meter work and the contractor shall ensure that their workers carry this identification while performing meter work. Letters to customers must contain the site supervisor's name and contact numbers. Supervisors must be contactable at all times.
- 20.3. All identifications with City of Cape Town logo will remain the property of the CCT.
- 20.4. This identification will indicate the worker's employer and the class of meter work the worker is qualified to perform.
- 20.5. All public facing material shall be brand approved by City Branding.
- 20.6. On completion of the contract, all introduction letters and identification/permission documents, electronic or documented customer data and vehicle markings belonging to the CCT shall be returned to the respective Project Officials.
- 20.7. Training and accreditation certificates for all staff shall be available on site for inspection.
- 20.8. Work stoppage shall be issued if any accreditation lapse during execution of the contract.
- 20.9. The Contractor is responsible for the training and accreditation of Class 1 meter workers in their employ as well as NRS 040-certified Responsible Persons. Such training and accreditation shall be for the Contractor's account .
- 2.10. No purchase orders will be issued to contractors whose personnel do not meet the required accreditation criteria or to contractors who do not have an occupational health and safety plan in place. In such cases, an alternative contractor will be appointed.

21. CONTACTABILITY OF SITE SUPERVISION

- 21.1. Site supervisors will be provided with City trunk radios and other mobile devices to facilitate easy communication with members of the CCT.
- 21.2. The CCT will insure all radios and/or mobile devices and the contractor will be liable for the cost of replacement in case of negligence.
- 21.3. The CCT must be provided with a list of all phone numbers, including that of installer staff and their supervisors, on commencement of the contract.
- 21.4. Up to date standby contact numbers shall be provided to the Call Centre.

22. DISCONNECTION AND RECONNECTION OF SERVICE MAINS

- 22.1. The Contractor shall designate personnel, accredited in terms of The Electrical Installation Regulations, who in his opinion are sufficiently competent to disconnect and reconnect these supplies, and the Electricity Department will issue them with a permit valid only for the period of the contract.
- 22.2. The supervisor responsible on site must be qualified as an ORHVS Responsible Person (NRS 040) over the meter workers.
- 22.3. The disconnecting and reconnecting of an electricity supply will be limited to isolating at the circuit breaker or other isolating device provided for the purpose (e.g. at an existing meter position).
- 22.4. The contractor shall ensure that the meter line and load side connections are correct, prior to energising the circuit.
- 22.5. A set of meter kiosk keys for the specific area will be issued to each of the Contractor's accredited

responsible persons (NRS 040).

- 22.6. These keys shall be signed for and returned at the end of the contract.
- 22.7. The Contractor will be responsible for any additional cost arising from illegal/nuisance tripping on installations while reconnecting supply.
- 22.8. The disconnection and reconnection administrative process to be followed as per SCHEDULE C.5: ANNEXURE B.

23. INSTALLATION EQUIPMENT AND TECHNIQUES

- 23.1. For single phase retrofits (split meters only) where a Distribution Board is flush mounted and accessible at the correct height for the consumer to access the pre-paid meter, a cavity is to be chased from the DB till beyond the cover plate of the Distribution Board accommodating a flexible or rigid 25 mm conduit so the wiring can enter the base from behind. The cavity is to be filled with a poly filler mix or a ready plaster mix; where the distribution board is surface mount a 25 mm flexible conduit will be used to link the prepaid meter to the Distribution Board; where the Distribution Board is installed out of reach, the contractor shall bring the pre-paid meter down to eye level linking the pre-paid meter and the distribution board with a flexible or rigid 25 mm conduit.
- 23.2. Where joints are required in conductors, they shall be made with crimped ferrules with only one conductor in each end of the ferrule. Colour coded heat shrink type sleeving (dielectric) shall be fitted to each conductor, before the ferrule is crimped, and drawn back over the ferrule after the joint has been made. The sleeving shall be at least three times as long as the exposed portion of the joint and when finally placed in position, shall be positioned centrally on the joint. The dielectric shall be rated for not less than 1 000 V.
- 23.3. The Contractor shall at all times make sure that the neutral conductors are solidly connected. Loose connections of this nature have resulted in significant liability claims and communication interference to the CCT.
- 23.4. The individual 2,5 mm² neutral connections to the MCUs in the kiosk shall be connected to a separate neutral bar in the metering compartment.
- 23.5. Ferrules shall match the conductor size but where the existing conductors are imperial measure the ferrule manufacturer's recommendations shall be followed to ensure a proper joint is made with metric measure ferrules.
- 23.6. Crimping tools utilised on the project shall be of the type which will release only when the correct pressure has been applied to the ferrule. If any crimping tools other than the approved type are used on this project, it will be deemed that the Contractor applied them to the works, and the Contractor will be required to remake all affected joints — under supervision and at their own cost.
- 23.7. Where an installation is not possible as a result of cupboards and/or other obstacles, the customer must be issued with a letter that he/she must provide space for the installation of the passive common base within a prescribed period as per ANNEXURE C: Dangerous or inaccessible installation.

24. REPLACING THE SINGLE-PHASE METER

- 24.1. Make appointment with consumer.
- 24.2. Where access is refused or cannot be obtained, the Contractor shall implement the procedures prescribed in ANNEXURE B, utilising the applicable statutory notices.
- 24.3. Ask consumer for any spare/unused tokens and punch it into the meter to verify that it is still valid before disconnecting and removing the existing meter.
- 24.4. Check the meter number and total kWh units on meter and record this information on the Customer Fault Report (CFR), if possible, in the presence of the consumer/owner.
- 24.5. Perform SAP and Vending replacement record updates via mobile device application. Where unable to make use of the mobile application, installer to contact Vending Department via radio or cellular telephone with the following information that will also be captured on the CFR:

- 24.5.1. Old meter number;
 - 24.5.2. New meter number;
 - 24.5.3. Correct address and kiosk number;
 - 24.5.4. Total amount of replacement units on meter;
 - 24.5.5. Notification number;
 - 24.5.6. Transfer units into new meter and verify the acceptance;
 - 24.5.7. Recording all information onto the Customer Fault Report (CFR), including sealing data, noting overall condition of the device;
 - 24.5.8. Request consumer to verify the units on the meter, and to sign the Customer Fault Report (CFR);
 - 24.5.9. Return Customer Fault Report (CFR) to Vending Section (Bloemhof) on a daily basis for their action.
- 24.6. The Contractor shall be responsible to commission the metering unit and CIU, also demonstrating the operation of the CIU to the consumer and to seal the meter.
- 24.7. The Contractor is advised that it is essential that the correct meter numbers and existing meter readings be recorded accurately on the Customer Fault Report (CFR).
- 24.8. If additional site visits and administrative work by the CCT staff are necessary to correct errors made by the Contractor or for re-inspection of defective work, the CCT reserves the right to levy a fee as per 2nd visit service charge for every such occurrence and such amounts shall be deducted from his payment certificate. All defective work shall be completed within seven working days from notification.
- 24.9. All issued tokens shall correspond with the units on the old meter; any discrepancies shall be for the account of the Contractor and shall be deducted from his payment.

25. IDENTIFICATION OF REMOVED METERS

- 25.1. The street address shall be written in indelible ink attached to each meter indicating from where the meter was removed and the correct reading of the meter shall be recorded on the Customer Fault Report (CFR).
- 25.2. All removed meters shall be accompanied by a copy of the Customer Fault Report (CFR) and returned to the Ndabeni Measurement Laboratory for recording purposes as per CTES 023 procedure (SCHEDULE C.5: ANNEXURE E). The asset will be scheduled for disposal and a receipt will be issued by the laboratory. This document will be required to complete hand-over procedure.
- 25.3. The Customer Fault Report (CFR) shall be completed in full and attached to the returned meter when delivered to the laboratory.
- 25.4. Document any visible defects on the electrical installation, faulty appliances or installation anomalies like SSEG and note these on the Customer Fault Report (CFR). Past experience has shown that unreasonable complaints are sometimes received from consumers after prepayment meter installations.
- 25.5. In the case of any unsafe conditions, a written non-conformance shall be issued and the appropriate Project Official shall be notified immediately.
- 25.6. If the insulation is found to be brittle and is damaged whilst the conductors are being worked on, the conductor shall be fitted with heat-shrink sleeving. The sleeving shall be pushed along the conductor into the conduit as far as possible but not less than 80 mm.
- 25.7. In the case of a single meter mounted in an outside meter box, provision shall be made by the Contractor for at least two sealing-off positions. A Hasp 'n staple should be applied to the box and locked with a CCT-supplied padlock.

26. COMPLETION AND COMPLIANCE

- 26.1. Upon completion of a meter installation, the Meter Worker shall complete the Consumer Fault Report (CFR) a copy of which is enclosed with this tender, for information purposes only, as SCHEDULE C.5: ANNEXURE A (iii).
- 26.2. All information shall be recorded.

26.3. A copy of the piggy-back acceptance letter (SCHEDULE C.5: ANNEXURE C (iv): DANGEROUS OR INACCESSIBLE NOTICE) shall accompany the Customer Fault Report (CFR) to the Project Official as applicable.

27. INSPECTION AND TESTING OF WORK

27.1. For each section of the work, the Contractor shall notify the CCT Representative (Independent Professional Engineer/Technologist) when his work is ready for inspection and testing at the following stages:

27.1.1. Upon commencement and completion of meter installation;

27.1.2. The Contractor will only be allowed to continue with specified work after acceptance of each completed stage as specified above.

27.2. The CCT representative (Independent Professional Engineer/Technologist) will inspect and test the completed work and endorse the prescribed checklist or hand-over certificate before acceptance of the Contractor's work. No payment can be authorised without acceptance of the checklists and hand-over certificates by the Electricity Department.

27.3. Depending on the work undertaken, the tests may include an insulation resistance test, continuity tests, etc.

27.4. Matters arising from work carried out by the Contractor, which is not adequately addressed by the checklists or hand-over certificates, may be detailed by the Electricity Department on a conformance schedule. The Contractor will be required to successfully address all outstanding issues on the compliance schedule before full payment for this work can be authorised.

27.5. The Contractor will submit progress payment certificates, hand-over certificates, conformance schedules and invoices on completion of work for checking to the CCT Representative (Independent Professional Engineer/Professional Technologist) who in turn will supply the checked and signed documentation to the Project Official for processing

27.6. The (CCT Rep) Independent Professional Engineer or Professional Technologist shall inspect the work, complete the handover certificates, certify the invoices and submit all documentation to the Project Official for payment processing.

28. FIRST LINE RESPONSE SERVICES

28.1. The first line response and meter replacement services will be the responsibility of the Contractor from the date of the site establishment until final hand-over for all meters in the specified project.

28.2. Contractor will provide all first line response services prior to handover date. The response time shall be to a maximum of 2 hours per call. The Electricity Call Centre will refer first line maintenance calls to this team and which shall be available 24 hours a day, seven days a week.

28.3. The customer will call the standard Call Centre number for fault reporting and follow-up. The Call Centre will direct the complaint to the Contractor's standby team.

28.4. The Project Manager will ensure that the Contractor's standby list is available for the duration of the project

28.5. For reticulation faults, the Call Centre will redirect the call to First Line Response teams.

28.6. Response times outside the specified service levels will be treated as a serious non-delivery on the contract. Refer to 28.2 above.

28.7. Final invoicing for site work to the City shall happen on hand over.

29. EQUIPMENT, WORKMANSHIP AND BEHAVIOUR

29.1. The quality of work must be of the highest standard, and shall be guaranteed for a minimum period of 12 months from handover.

- 29.2. All tools and equipment including crimping tools, etc. must be supplied and transported to site by the Contractor.
- 29.3. The CCT reserves the right to accept or reject any materials or workmanship which in his opinion does not meet recognised standards.
- 29.4. Inspections will be carried out by the CCT's representative during the tenure of the contract and any poor or sub-standard work, which may be found, shall be corrected by the Contractor, at his own cost, to the satisfaction of the CCT.
- 29.5. All materials used on the contract shall comply with the relevant SANS specification and shall be subject to the CCT's approval.
- 29.6. The CCT reserves the right to insist that the Contractor withdraws any of his staff for this contract should repeated complaints be received, or if the CCT is made aware of any unreasonable behaviour by such staff.
- 29.7. All conductors used on this project shall be manufactured from soft drawn annealed copper and shall comply with SANS 1507 and compatible with the existing installation.
- 29.8. The Contractor shall carry out any tests, which, in the opinion of the CCT, are required.
- 29.9. Employees of the Contractor are required to be courteous and professional on site and are to be dressed neatly in a uniform manner that is appropriate for the task.

30. PROTECTION OF EXISTING SERVICES AND PROPERTY

- 30.1. The Contractor shall assume full responsibility in case any person in his service is directly or indirectly responsible for any damage caused to other services, persons or property. The Contractor shall bear the cost of any such damage.

31. WORKER REQUIREMENTS

- 31.1. The Contractor shall ensure that an adequate supply of potable water is available on site at all times, that suitable sanitary facilities are provided and accessible to all workers, and that appropriate personal protective equipment and safety clothing are supplied in accordance with applicable health and safety legislation.

32. VARIATIONS

- 32.1. Contractors are required to submit variation order requests prior to the execution of any work.
- 32.2. All deviations shall be executed only after variation purchase order for this work has been issued by the CCT.

33. SAFETY REQUIREMENTS

- 33.1. A risk assessment as per SCHEDULE C.5: ANNEXURE A (iv) shall be done prior to any electrical installation work.
- 33.2. All field workers shall conform to SCHEDULE C.5: ANNEXURE F: CTES 029: Measurement Safety Instruction.
- 33.3. A pro-forma Safety Plan in accordance with the Safety Specification, SCHEDULE C.5: ANNEXURE G: CTES 067 shall be provided with the returnable documents.
- 33.4. Possible risks experienced on site include: traffic; possible back-feed from standby generators; dangerous pets; insects; vermin; drug related violence; exposed mains; unlocked kiosks, working at heights.
- 33.5. For safety related matters found on site that are the responsibility of the City, a non-conformance shall be raised. Non-conformance booklets are available on request, should the contractor not have an internal system.

34. COMPLETION OF PROJECTS

34.1. For each purchase order the milestones will be negotiated and agreed upon by the Representative.

35. SITE SURVEYS (RELATED TO ITEM 12 OF THE PRICE SCHEDULE)

35.1. Survey Street Furniture associated with possible Meter Replacements, per meter:

- 35.1.1. Identifying if the street furniture is suitable for meter replacements;
- 35.1.2. Identifying kiosk number and location (eg on border between 3 and 5 Rietvlei street, Sarepta); in cases where the kiosk number is non-existent, the location will be supplied.
- 35.1.3. GPS co-ordinates in decimal format for each kiosk will be supplied;
- 35.1.4. Identifying the phase (red, white/yellow or blue) each meter is connected to as well as the circuit breaker size;
- 35.1.5. Replace old lock with standard yellow CoCT lock;
- 35.1.6. Prepare survey report and list any shortcomings;
- 35.1.7. Email report to CoCT for approval.
- 35.1.8. Survey to be updated with as-built data.

36. INSTALLATION OF METER KIOSKS (RELATED TO ITEMS 16 - 19 OF THE PRICE SCHEDULE)

From time to time, the Contractor may encounter existing kiosks that require replacement. The City of Cape Town shall supply the replacement kiosks. The Contractor shall provide all labour, equipment, and associated services to complete the installation. Rates shall cover, as applicable, the following:

- 36.1. Installation of the free-issue kiosk, including mounting, alignment, and securing in accordance with City standards;
- 36.2. Reinstatement of the kiosk, including any necessary adjustments to restore safe access and operational integrity;
- 36.3. Trenching, measured per metre, in soft or medium soil, to a minimum depth of 800 mm and minimum width of 300 mm for LV feeder cables;
- 36.4. Reinstatement of trenches, measured per metre, to match existing ground cover and surface condition;
- 36.5. Professional services associated with the kiosk installation, including planning, setting out and supervision;
- 36.6. Coordination and execution of kiosk installation works in accordance with the applicable District Depot requirements and instructions.

37. PROVISION OF WELDING SERVICES (RELATED TO ITEM 20 IN THE PRICE SCHEDULE)

Where metering kiosks have been welded shut by the District Depot, to prevent tampering or bypassing of metering assets, the Contractor may be instructed to provide cutting and welding services as part of the meter replacement works. The rate, per kiosk, shall include the following:

- 37.1. Cutting open the welded metering kiosk door to gain access to the metering equipment;
- 37.2. Re-welding and securing the kiosk door immediately after completion of the meter replacement works;
- 37.3. Application of an appropriate anti-corrosion treatment to all exposed or newly welded areas to maintain the integrity and longevity of the kiosk enclosure..

38. POLE KIOSK AND OVERHEAD SERVICE INSTALLATION (RELATED TO ITEMS 21 - 22 IN PRICE SCHEDULE)

Where overhead supply is present, a pole kiosk is required for split-meter installations. The City of Cape Town shall supply the pole kiosk. The Contractor shall provide all labour, tools, and associated services to complete the installation. Rates shall cover the following:

- 38.1. Installation and/or replacement of the free-issue pole kiosk in accordance with City standards;
- 38.2. Installation of the overhead service cable from the pole kiosk to the metering point, including all terminations and securing of cable;
- 38.3. Professional services associated with the overhead service and pole kiosk installation, including planning, setting out, and supervision where required; and
- 38.4. Coordination and execution of works in accordance with the applicable **District Depot requirements** and instructions.

39. CONTINGENCY (RELATED TO ITEM 15 IN PRICE SCHEDULE)

A provision is included for minor unforeseen goods or services required to complete the works under the following conditions:

- 39.1. The Contractor shall submit a written quotation for approval prior to the execution or procurement of any contingency work;
- 39.2. The quotation shall be reviewed and authorised by the responsible Area Official (or delegated authority) before a corresponding purchase order is issued; and
- 39.3. The total value of approved contingency work shall **not exceed 15%** of the original purchase order value.

[40] TRADE NAMES OR PROPRIETARY PRODUCTS

Tenderers/Suppliers must note that wherever this document refers to any particular trade mark, name, patent, design, type, specific origin or producer, such reference shall be deemed to be accompanied by the words “or equivalent”.

[41] EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the Supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the CCT or its agent, upon request.

[42] FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (described below)

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than **[R500]** 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.

SCHEDULE C.5: ANNEXURE A - DOCUMENTATION FOR COMPLETION BY CONTRACTOR

(i) INSPECTION AND HANDOVER REPORT:



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

INSPECTION AND HANDOVER REPORT

Project No : _____ Date: _____

Installation : _____ Time: _____

Location : _____ Ref: _____

Portion inspected : _____

STAGE OF INSPECTION	SYMBOL USED	SYMBOL	DEFINITION
Equipment inspected prior to installation		T	Correct
Equipment inspection after installation		X	Incorrect
Progress snagging inspection		-	Not applicable
Completion and hand-over inspection		*	For next inspection

NOTE:

1. The attached inspection report completed by the Consulting Engineer/Contractor does not exempt the contractor of his responsibilities in terms of the City of Cape Town's standards or any codes of practice and regulations. No deviations from the standards shall be accepted unless previously approved in writing.
2. The Consulting Engineer/Contractor must complete columns A & B of the inspection lists and "**SECTION A**" below and return the inspection report to the associated City of Cape Town's representative as notification that the installation is ready for the final inspection.
3. Our direct cost associated with the inspection shall be charged to the contractor, if previously identified items or general defects not attended to are still found outstanding.

Inspected by : _____ Date: _____

Consulting Engineer/
Contractor present : _____ Date: _____

SECTION A

We _____ (Consulting Engineer/Contractor name) wish to inform the representative of the City of Cape Town that we have completed all outstanding work and rectified all the defects listed, after further inspection by ourselves. We therefore request you to conduct the final inspection/s.

Signed: _____

Name: _____

Dated: _____

(ii) REVENUE PROTECTION EVIDENCE CHECKLIST:

Revenue Protection Check List							
ON ARRIVAL:							
Page Number Blue form							
Address:		_____					
Notification		_____					
Date:		_____					
Photos:	DB & ED in one picture <input type="checkbox"/>	DB Open <input type="checkbox"/>	Meter Open <input type="checkbox"/>	J2 Box/Oestersee Box <input type="checkbox"/>	Tampering/Susp. Tamp <input type="checkbox"/>	Joints On Cables <input type="checkbox"/>	Joints Open <input type="checkbox"/>
	Clear picture of bypass removed and repaired <input type="checkbox"/>	Picture of new ED <input type="checkbox"/>	Picture of MCU in Kiosk <input type="checkbox"/>	Checklist <input type="checkbox"/>	Contravention Notice <input type="checkbox"/>	CFR form <input type="checkbox"/>	
Fill in:	Meter No. Found on property: _____						
	Are the old Seals on the Old meter: YES---- <input type="checkbox"/> NO--- <input type="checkbox"/>						
	Total Units Consumed by old ED: _____						
	Seal Numbers Used for New Meter: CIU- _____ MCU- _____						
Ontec/Itron 043 Bypass Test: Pass----- <input type="checkbox"/> Fail----- <input type="checkbox"/>							
If Fail: (EG: Suspect Bypass in the roof or DB inaccessible) ↓							
Comments: _____							


Couldn't Gain access to meter?		Reason: _____					
Who attended to the Notification		Name:			Sign:		
Technician 1		_____			_____		
Technician 2		_____			_____		
Assistant 1		_____			_____		
Assistant 2		_____			_____		
Codes for total consumption		Conlog #2#					
		Cash Power 003					
		Itron/Ontec 004					
		Plessey "1999" then wait "set" then "02" Then press "004"					

(iii) CUSTOMER FAULT REPORT (CFR):

CITY OF CAPE TOWN : ELECTRICITY SERVICES : CONSUMER FAULT REPORT											
A. CONSUMER DETAILS											
Notification no.: _____				Fault detail: _____							
Consumers name: _____				Street name & no.: _____				Suburb: _____			
District: _____		Supply (kiosk no. etc): _____		Vehicle reg. no.: _____		Type of vehicle: _____		Km: _____			
Staff attend: _____			Staff no.: _____			Start time: _____					
_____			_____			Finish time: _____					
_____			_____			Date _____					
B. TECHNICAL HISTORY											
OBJECT			DAMAGE			CAUSES			ACTIVITIES		
<input type="checkbox"/> Busbar	<input type="checkbox"/> Gland	<input type="checkbox"/> Pole	<input type="checkbox"/> Blown/Burst	<input type="checkbox"/> Keypad Failure	<input type="checkbox"/> Power Light On	<input type="checkbox"/> By-passed	<input type="checkbox"/> Loose	<input type="checkbox"/> Rodents	<input type="checkbox"/> Assist	<input type="checkbox"/> Replaced	
<input type="checkbox"/> Bushing	<input type="checkbox"/> Hinges	<input type="checkbox"/> Prepayment	<input type="checkbox"/> Breaker not	<input type="checkbox"/> Label Removed	<input type="checkbox"/> Punctures	<input type="checkbox"/> Consumer	<input type="checkbox"/> Connection	<input type="checkbox"/> Safe	<input type="checkbox"/> Alter	<input type="checkbox"/> Reset	
<input type="checkbox"/> Cable	<input type="checkbox"/> Insulator	<input type="checkbox"/> Meter	<input type="checkbox"/> Tripping	<input type="checkbox"/> Load not	<input type="checkbox"/> Ripped	<input type="checkbox"/> Fault	<input type="checkbox"/> Maintenance	<input type="checkbox"/> Switching	<input type="checkbox"/> Setting	<input type="checkbox"/> Rewired	
<input type="checkbox"/> Cable Box	<input type="checkbox"/> Kiosk	<input type="checkbox"/> Stay	<input type="checkbox"/> Broken	<input type="checkbox"/> Detected	<input type="checkbox"/> Seals Removed	<input type="checkbox"/> Corrosion	<input type="checkbox"/> Moisture	<input type="checkbox"/> Setting	<input type="checkbox"/> By-Passed	<input type="checkbox"/> Temp	
<input type="checkbox"/> Cable Joint	<input type="checkbox"/> KWH Meter	<input type="checkbox"/> Stayguard	<input type="checkbox"/> Burnt	<input type="checkbox"/> Malfunctioned	<input type="checkbox"/> Stolen	<input type="checkbox"/> E/Leakage	<input type="checkbox"/> Negligent	<input type="checkbox"/> Short Circuit	<input type="checkbox"/> Cleaned	<input type="checkbox"/> Repair	
<input type="checkbox"/> Circuit Breaker	<input type="checkbox"/> Load Control	<input type="checkbox"/> Streetlighting	<input type="checkbox"/> Contactor Failure	<input type="checkbox"/> Negative	<input type="checkbox"/> Tamper Flag On	<input type="checkbox"/> Excavation	<input type="checkbox"/> No	<input type="checkbox"/> Software	<input type="checkbox"/> Cut Trees	<input type="checkbox"/> Tested	
<input type="checkbox"/> Conductor	<input type="checkbox"/> Relay	<input type="checkbox"/> Switchgear	<input type="checkbox"/> Continuous Noise	<input type="checkbox"/> Balance	<input type="checkbox"/> Tamper Plugs	<input type="checkbox"/> Fatigue/	<input type="checkbox"/> Maintenance	<input type="checkbox"/> Problem	<input type="checkbox"/> Disconn/		
<input type="checkbox"/> Connector/	<input type="checkbox"/> Lock	<input type="checkbox"/> Termination	<input type="checkbox"/> Cracked	<input type="checkbox"/> No Display	<input type="checkbox"/> Removed	<input type="checkbox"/> Ageing	<input type="checkbox"/> None/Private	<input type="checkbox"/> Theft	<input type="checkbox"/> Recon.		
<input type="checkbox"/> Clamp	<input type="checkbox"/> Lock Device	<input type="checkbox"/> Wiring	<input type="checkbox"/> Cut off	<input type="checkbox"/> No Display	<input type="checkbox"/> Tom	<input type="checkbox"/> Faulty	<input type="checkbox"/> No	<input type="checkbox"/> Token not	<input type="checkbox"/> None		
<input type="checkbox"/> Consumer	<input type="checkbox"/> Minisub/TX		<input type="checkbox"/> Damages	<input type="checkbox"/> < 50 units	<input type="checkbox"/> Tripped	<input type="checkbox"/> Fauna	<input type="checkbox"/> Sequence	<input type="checkbox"/> Accepting	<input type="checkbox"/> Painted		
<input type="checkbox"/> Fault	<input type="checkbox"/> Oostersee Box		<input type="checkbox"/> DB Tamper	<input type="checkbox"/> None	<input type="checkbox"/> Worn	<input type="checkbox"/> Fire	<input type="checkbox"/> No Units	<input type="checkbox"/> Vandalism	<input type="checkbox"/> Recondi-		
<input type="checkbox"/> Earthing/Spike	<input type="checkbox"/> Overhead		<input type="checkbox"/> Exploded	<input type="checkbox"/> Physical		<input type="checkbox"/> Flora/Trees	<input type="checkbox"/> No Payment	<input type="checkbox"/> Vehicle	<input type="checkbox"/> tioned		
<input type="checkbox"/> Fuse	<input type="checkbox"/> Supply		<input type="checkbox"/> Fault Mode	<input type="checkbox"/> Damage		<input type="checkbox"/> Insects Infest	<input type="checkbox"/> Overload	<input type="checkbox"/> (Mechanical)	<input type="checkbox"/> Removed		
<input type="checkbox"/> Fuse Carrier			<input type="checkbox"/> Flash Over	<input type="checkbox"/> Pilot Cable		<input type="checkbox"/> Lighting	<input type="checkbox"/> Pollution		<input type="checkbox"/> Repaired		
Refer to: <input type="checkbox"/> Revenue Protection <input type="checkbox"/> Vending <input type="checkbox"/> MV <input type="checkbox"/> LV <input type="checkbox"/> Public Lighting <input type="checkbox"/> FLR <input type="checkbox"/> ESKOM <input type="checkbox"/> Revenue Management <input type="checkbox"/> Metering											
Time referred: _____ Acknowledged by: _____ Material used: _____											
Remarks: _____											
C. METERING REPLACEMENT DATA											
Old meter no.: _____				Credit available/reading: _____				Tokens not punched in: _____			
Total units consumed: _____						Seal no.: _____					

New meter no.: _____						Type & Rating: _____					
Changed by: _____				Signature: _____				Date: _____			
				Seal no.: _____				Complete (Yes/No): _____			
Credit/Coupons transferred (Yes/No): _____				Token value requested: Units _____				R _____			
				Token generated @ SMS by: _____							
D. CUSTOMER ACKNOWLEDGEMENT											
I, _____ the undersigned, am satisfied with the service provided and with the number of units credited to my new Prepayment Meter (where applicable). NB: Please notify the Prepayment Meter Vending Section at Tel: 0800-220-440 of any unused electricity tokens not included in the above within seven days to enable the token to be processed.											
SIGNATURE: _____						DATE: _____					

(iv) LOW VOLTAGE WORK SITE RISK ASSESSMENT FORM:

	CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	<h2 style="margin: 0;">LV WORK SITE RISK ASSESSMENT</h2>
Making progress possible. Together.		

Site location:	<i>Qualified Person/Consumer / Contractor to complete</i>	
Description of the work:	Work to be done has been discussed with all the team members	
	Specific tasks have been discussed with each team member	

<u>HAZARD/RISK IDENTIFICATION</u>		<u>HAZARD/RISK REDUCTION</u> <i>(treat, tolerate / terminate / transfer)</i>	
Do any of the following common Hazards/Risks exist?		Yes/No	What action(s) have you taken to minimize these hazards/risks?
1.	Roadside works		
2.	Chemical/Hazardous substances		
3.	Flammable liquids/gasses		
4.	Installation and maintaining Building Services (Lighting and Ventilation)		
5.	Hot work (molten lead, molten compound, gas torches, etc.)		
6.	Working in elevated positions		
7.	Scaffolding		
8.	Wet and slippery conditions		
9.	Shoring and potential for ground subsidence		
10.	Lifting/rigging		
11.	Close proximity to live conductors		
12.	Dead potential where work is to be performed?		
13.	Earthing integrity		
14.	In situ earthing impractical. Supply disconnected/ locked out and earthed		
15.	Work in confined spaces		
16.	Environmental Risks and Damage		
17.	Equipment and tool risks (frayed insulation, rotating discs, etc.)		
18.	Material risks		
19.	Risk caused by Contractors		
20.	Personal protection equipment used		
What additional hazards/risks have you identified?		What action(s) have you taken to minimize these hazards/risks?	

Team Member Declaration: Team Members are to confirm, by signing below, that ALL the hazards and risks as well as the actions to be taken to minimize them, have been explained to them.

Name	Staff No.	Signature	Withdrawal	Name	Staff No.	Signature	Withdrawal

ISSUE: I, hereby declare that the above stated risks have been discussed with all personnel involved in the scope of work and that the steps to be taken to minimise the risks are understood by all.

Signature: _____
(Qualified Person / Consumer / Contractor)

Date: _____ Time: _____

WITHDRAWAL: I hereby declare that all workers in the abovementioned work have been withdrawn and informed that it is no longer safe to work where work was performed.

Signature: _____
(Qualified Person / Consumer / Contractor)

Date: _____ Time: _____

SCHEDULE C.5: ANNEXURE B - PROCESS FOR PREPAYMENT AND CREDIT METER REPLACEMENTS*

(i) PROCESS FOR PREPAYMENT METER REPLACEMENT:

1. **Identification of meter to be replaced – Vending**
 - Identify problematic / potential problematic meter on System Master Station or SAP
 - SAP profile for CIC0
 - Vending SMS profiling
 - Do purchase history check. Create low consumption/possible tamper notification with purchase history to Revenue Protection (see note). Forward “suspect” meter list as separate list for master data correction. After correction, create a notification on Revenue Protection’s work centre to run as parallel process with other meters. (See no.3)
2. **Verification of master data on SAP**
 - **Vending Creation of master data**
 - **CSS**
 - Check if master data of the meter is on SAP and if not to rectify
 - SAP profile for ISU master data
3. **Create notification for replacement of meter – Vending, (Project Room)**
 - Create C3 notification to replace meter
 - SAP profile for CIC0
 - SAP profile to create notifications
4. **Create block service order on C3 notification – (Project Room)**
 - Run variant to obtain C3 notification and create service order
 - SAP profile for CIC0
 - SAP profile to create service order from notification
5. **Book material and issue block service order – (Project Room)**
 - Create reservation for material at stores
 - SAP profile to book material from stores
6. **Replacement of meter along with issue of remaining units – Tenderer and Vending**
 - Feedback to Vending from meter worker regarding remaining units to be issued
 - Profile on SMS to issue free units
7. **Master data update on SAP and SMS – Vending**
 - Update master data from notification and service order
 - Update master data from notification and service order
 - SAP profile to do master data
8. **Update of notification – (Project Room)**
 - Feedback and book costs on service order and feedback on notification
 - Recovery of ready boards costs (P7 works order) where applicable
 - SAP profile for CIC0
 - SAP profile for service orders
 - SAP profile for notifications
9. **Book old/replaced meter into Measurement Laboratory – Tenderer**
 - Hand old meter in at Laboratory along with copy of Customer Fault Report
 - Knowledge of CTES 023
10. **Gather meter information electronically through GRAB system – Measurement Laboratory**
 - Interrogate meter electronically to obtain information in meter
 - Knowledge and training on GRAB system

- Update notification with electronically extracted information from GRAB system for audit purposes.
 - SAP profile for CICO
 - SAP profile for notifications

11. Verify GRAB and meter feedback information– Vending

- Check if field information coincide with feedback on notification from Measurement
 - SAP profile for CICO
 - SAP profile for notifications
 - Profile on Vending SMS

12. Verify units to be issued- Vending

- Profile on Vending System

13. Complete notification- (Project Room)

- SAP profile for notifications

Note: Investigator must check for tampers in the field. If any irregularities were found, a contravention notice must be issued and an account adjustment must be done according to RP processes.

Abbreviations

- **SAP** – Financial system of City of Cape Town
- **CICO** – Customer interaction centre on SAP
- **CSS** – Customer Support Services
- **BI** – Business Information
- **ISU** – Industry Solution Utility on SAP where master data is done
- **C3** – Type of notification to replace a meter
- **FLR** – First Line Response section
- **SMS** – System Master Station for vending
- **CTES 023** – Document how to receive meters at the Measurement Laboratory
- **RP** – Revenue Protection

**Please note that all operational documentation and processes are subject to change at the discretion of the City of Cape Town.*

(ii) PROCESS FOR CREDIT METER REPLACEMENT:

Project Official will identify the Area of meter replacement.

1. **Identification of meter to be replaced - (Project Room/CSS)**
 - Identify credit meters to be replaced
 - SAP profile for CIC0
2. **Verification of master data on SAP – CSS**
 - Allocation to the correct Erven and correction of master data
 - SAP profile for ISU master data
3. **Create notification for replacement of meter – (Project Room/ CSS)**
 - Create Z9 notification to replace meter
 - SAP profile for CIC0
 - SAP profile to create notifications
4. **Create block service order on Z9 notification – (Project Room /CSS)**
 - Run variant to obtain Z9 notification and attached service order
 - SAP profile for CIC0
 - SAP profile to create service order from notification
5. **Book material and issue block service order – (Project Official)**
 - Create reservation for material at stores
 - SAP profile to book material from stores
6. **Replacement of meter – (Tenderer/Field staff)**
 - Provide device removal details (CFR)
7. **Update of notification – (Project Room)**
 - Update notifications and service orders with meter feedback
 - SAP profile for CIC0
 - SAP profile for service orders
 - SAP profile for notifications
8. **Master Data update on SAP – (Project Room /CSS)**
 - SAP profile for ISU master data.
9. **Book old/replaced meter into Measurement Laboratory – (Tenderer)**
 - Hand old meter in at Laboratory along with copy of CFR
 - Knowledge of CTES 023
10. **Complete notification- (Project Room)**
 - SAP profile for notifications

4. **Note:** Tenderer/Field staff must check for tampers in the field. Any irregularities must be reported to the project office.
5. Project Room to complete Z9 notification and create C3 notification for RP.

Abbreviations

- **SAP** – Financial system of City of Cape Town
- **CIC0** – Customer interaction centre on SAP
- **CSS** – Customer Support Services
- **BI** – Business Information
- **ISU** – Industry Solution Utility on SAP where master data is done
- **C3** – Type of notification to replace a meter
- **FLR** – First Line Response section
- **CTES 023** – Document how to receive meters at the Measurement Laboratory
- **RP** – Revenue Protection
- **CFR** – Customer Fault Report
- **Z9** – Type of notification to replace meter

(iii) DISCONNECTION & RECONNECTION PROCEDURE*:

Step 1

Office Staff:

- Review Master file and prepare replacement notices, access letters together with disconnection notices for delivery by field staff. Such delivery can be done electronically where possible.
- Scan each Disconnection Letter and send to MRP / Call Centre /Revenue Protection for loading into SAP

Field staff:

- Delivers disconnection notice with notice of replacement to consumer address. Collecting and providing proof of delivery in the form of photographs to Project's office.

Step 2: 14 work days later

Office staff:

- Reviews Master file and collects information for installations which were not completed, where customers did not establish contact or where customers refused access to perform the replacement.
- Communicate this list of possible disconnections for the day to the relevant parties.
- Field staff: Go to installation address and, before disconnection, inform consumer (or whoever is present at the premises) of the City's intent to immediately disconnect the electricity supply.
- Disconnect supply at Kiosk/Pole and place Red Seal and Disconnection Tag on Circuit Breaker. If consumer is at home and allows replacement, then disconnection will be cancelled and meter will be replaced immediately or an appointment will be made for replacement within the following 5 days.
- If there is nobody at home, place copy of Disconnection notice in Letterbox/Under Front Door, Disconnect supply at Kiosk/Pole and place Red Seal and Disconnection Tag on Circuit Breaker.

Reconnection by contractor – up till 19:30

- If customer makes contact with the installer via cell phone, the installer should explain that they are responding to a disconnection order initiated by the CoCT 14 days earlier, however if they make an appointment to have their meter replaced within 5 days, then the installer may immediately reconnect their power supply.
- Reconnection request after 19:30 will be actioned the following working day for Revenue Protection cases, all other disconnections for replacement of meters will be reconnected on a Friday and disconnected on the following Monday again.
- As far as possible, no disconnections to be performed on Thursdays, Fridays and the day before a Public Holiday. However, installations where loss of revenue is experienced due to possible tampering or bypassing of the supply, disconnection may take place on these days
- Electricity supply will be disconnected immediately if contractor is not allowed access to perform replacement for scheduled appointment within the agreed 5 day period.
- Call Centre, Vending & FLR to redirect customers to (tenderer's name) so that Tenderer can arrange appointment and reconnection.

Email recipients for Daily Disconnection Report:**

Project manager: Algernon.Clayton@capetown.gov.za;
Vending Section: Samantha.Adriaanse@capetown.gov.za or their representative/s
First Line Response: Petrus.Eigelaar@capetown.gov.za / Douglas.Daries@capetown.gov.za /
Refiloe.Tshicila@capetown.gov.za or their representative/s
Revenue Protection: David.Hawes@capetown.gov.za or their representative/s
District (East): Roadwell.Mpongo@capetown.gov.za or their Representative/s
District (North): Orren.Groenewaldt@capetown.gov.za or their representative/s
District (South): Simphiwe.Ndzuzo@capetown.gov.za or their representative/s
Technical Operations Centre (TOC): Mary-Ann.Fransman@capetown.gov.za

*Only disconnections for which evidence of disconnection were submitted are billable on this contract

** or their respective representatives or replacements.

Please note that all operational documentation and processes are subject to change at the discretion of the City of Cape Town.

SCHEDULE C.5: ANNEXURE C - CUSTOMER NOTICES*

*All notices are subject to change at the discretion of the City of Cape Town.

(i) METER REPLACEMENT NOTICE:

METER REPLACEMENT PROJECT

REPLACEMENT OF CREDIT AND OLDER PREPAYMENT METERS

CONSUMER: _____

ADDRESS: _____

AREA: _____

ONLY IN YOUR AREA FOR 1 MONTH

Dear Consumer

The City's Electricity Services Department is currently busy with a project for the upgrading of electricity meters which entails replacing these with new technology prepayment meters.

How will this effect you?

You need to arrange an appointment with the appointed contractor in order to have the meter replaced. On the day of the upgrade, the contractor will need access to the distribution board in your home to perform the installation or upgrade of your prepaid-electricity-meter.

Each home will receive a new prepaid meter of which the customer interface unit will be located next to the distribution board. The upgrade is absolutely free and you will remain on exactly the same tariff as before.


Please note that these replacements are compulsory.

For more information, refer to bit.ly/CT_MRP.

DATE: _____

REFERENCE: _____

CONTRACTOR LOGO HERE



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

NOTICE TO REPLACE YOUR SINGLE-PHASE ELECTRICITY METER

TENDER DETAIL

A contractor has been appointed by the City of Cape Town to replace your existing electricity meter with a new-technology prepayment meter.

For replacement bookings, call 021 _____ or sms _____.

For meter queries, information, please contact the Electricity Call Centre at 0860 103 089, 0800 103 089 or please visit www.capetown.gov.za.

NB: The meter replacement is FREE; please make contact with the contractor as soon as possible.

Home owners are cautioned to only allow contractors with proper identification cards with the logo of the City of Cape Town.


In addition to this, a reference number is created prior to the installation and its authenticity can be verified by contacting the call centre at 086 101 3089 before permitting access to the premises.

Yours faithfully

**Meter Replacement Project
Electricity Services: Measurements
City of Cape Town
Email: MRP@capetown.gov.za**

PROJECT MANAGER (CONTRACTOR):
CONTRACTOR CONTACT NUMBER:
CONTRACTOR EMAIL:

CONTRACTOR LOGO HERE



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

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(ii) **ACCESS NOTICE:**

**CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD**

Making progress possible. Together.

ELECTRICITY GENERATION AND DISTRIBUTION - ENERGY
REVENUE PROTECTION EAST

T: 086 010 3089

WhatsApp: 060 018 1505

SMS: 31220

E: power@capetown.gov.za

www.capetown.gov.za/servicerequests

BLOEMHOF COMPLEX, BLOCK I
BLOEMHOF STR, BELLVILLE
P.O BOX 82 CAPE TOWN
8000

Owner or tenant

Address:

.....

.....

Sir/Madam

Notification no

Date:

ACCESS TO PREMISES NOTICE

A representative of the Electricity Department called today to inspect and or undertake maintenance work on your electricity meter but was unable to gain access to the premises.

Please contact the abovementioned official to make an appointment for the department's representative to gain access to the premises between 08:00 and 15:30 in order to carry out the required work.

Please note that according to sections 12 and 14 of the Electricity Supply By-law, if this request is not met within fourteen (14) working days of the date of this letter, the electricity supply to your premises may be disconnected without further notice as permitted in section 21 of the Electricity Supply Bylaw

According to section 47 (3) of this by-law access must be provided at all reasonable hours for the inspection of prepayment meters.

TOEGANG TOT PERSEEL

'n Verteenwoordiger van die elektrisiteitsdepartement was vandag by jou huis om na jou elektrisiteitsmeter te inspekteer en of instandhoudingswerk te onderneem, maar kon nie toegang tot die perseel verkry nie.

Kontak asseblief die bogenoemde amptenaar om 'n afspraak te maak sodat die departement se verteenwoordiger tussen 08:00 en 15:30 toegang tot die perseel te verkry om die vereiste werk te verrig.

Let asseblief daarop dat, ingevolge artikel 12 en 14 van die Verordening op Elektrisiteitsvoorsiening, die elektrisiteitsoevoer na jou perseel sonder verdere kennisgewing afgesluit kan word as jy nie binne veertien (14) werksdae van die datum van hierdie brief aan hierdie versoek voldoen nie soos aangedui in artikel 21 van die Verordening op Elektrisiteitsvoorsiening.

Volgens artikel 47 (3) van hierdie verordening moet toegang te alle redelike ure vir die inspeksie van koopkragmeters voorsien word.

ISAZISO SOKUNGENA KWIZAKHIWO

Ummeli weSebe loMbane uye watsalela umnxeba namhlanje ukuza kuhlola kunye okanye ukwenza umsebenzi wokulungisa imitha yombane wakho kodwa akakwazanga ukufikelela kwindawo.

Nceda uqhagamshelane negosa elikhankanyiweyo ngasentla ukwenza idinga lokuba ummeli wesebe afumane ukungena kulo ndawo phakathi kwentsimbi ye-08:00 neye-15:30 ukuze enze umsebenzi ofunekayo.

Nceda uqaphele ukuba ngokwecandelo 12 no-14 loMthetho kaMasipala woBonelelo ngoMbane, ukuba esi sicelo sithe asathotyelwa kangangentsuku ezilishumi elinesine (14) eziphakathi evekini ukususela ngomhla wale leta, ubonelelo ngombane kwizakhiwo zakho lungacinywa ngaphandle kokwaziswa njengoko kuvumelekile ngokwecandelo 21 loMthetho kaMasipala woBonelelo ngoMbane.

Ngokungqinelana necandelo 47 (3) lalo Mthetho kaMasipala kufuneka kunikezelwe imvume yokungena ngalo lonke ixesha elifanelekileyo ukulungiselela ukuhlolwa kweemitha eziqale zihlawulwe.

OBO (on behalf of):

Director: Electricity Generation and Distribution

(iii) DISCONNECTION NOTICE:



**CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD**

Making progress possible. Together.

ELECTRICITY GENERATION AND DISTRIBUTION - ENERGY
REVENUE PROTECTION

Revenue Protection East

T: 086 010 3089

SMS: 31220

E: FaultReporting.Centre@capetown.gov.za

BLOEMHOF COMPLEX, BLOCK I
BLOEMHOF STR, BELLVILLE
P-O BOX 82 CAPE TOWN
8000

www.capetown.gov.za

Owner or tenant

Address:
.....
.....

Notification no

Date:

Sir/Madam

Electricity Supply Disconnection

No response has been received by the abovementioned department regarding an Access Notice / ITR Notice / Illegal SSEG Notice left at your premises on the ___/___/___ as well as on the ___/___/___ to carry out an inspection on the electricity Meter / Installation / Repairs / SSEG Installation.

Fourteen (14) working days as well as an additional seven (7) working days has expired and your electricity supply was therefore disconnected in terms of Sections 12 and 14 of the Electricity Supply By-law. Please phone the abovementioned official to have the supply restored.

Please Note:

According to section 47-(3) of this by-law access must be provided at all reasonable hours for the inspection of meters.

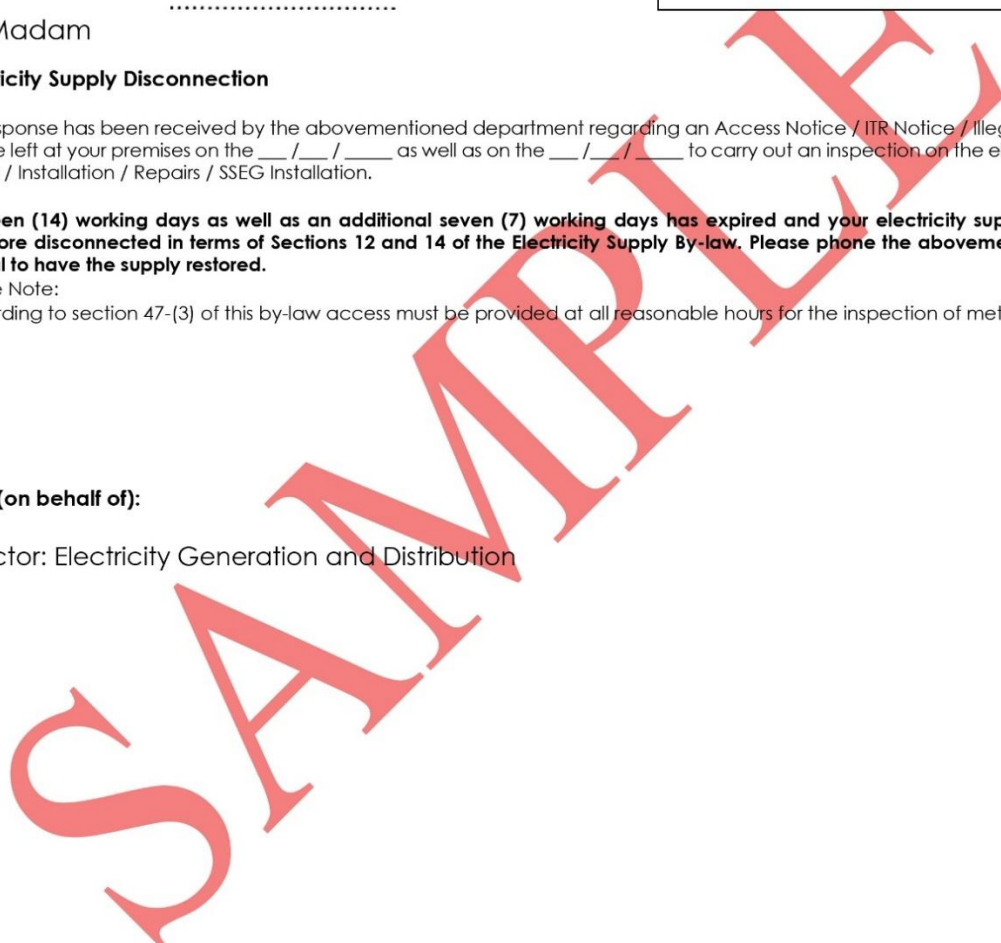
OBO (on behalf of):

Director: Electricity Generation and Distribution

OFFICE HOURS
Monday to Friday
08:00 - 10:00
14:00 - 15:30

KANTOORURE
Maandag tot Vrydag
08:00 - 10:00
14:00 - 15:30

AMAXESHA OMSEBENZI
NgoMvulo - NgoLwesihlanu
08:00 - 10:00
14:00 - 15:30



(iv) DANGEROUS OR INACCESSIBLE INSTALLATION NOTICE:



CITY OF CAPE TOWN - ELECTRICITY GENERATION AND DISTRIBUTION

DANGEROUS OR INACCESSIBLE INSTALLATION

Your installation at address has been inspected by phone on 20.....-.....-..... attime and found to be (tick option):

a) dangerous and/or a life threatening risk	<input type="checkbox"/>
b) inaccessible (refer to option 2 only)	<input type="checkbox"/>

This installation needs to be rectified within 14 days from the above date. Failure to repair/replace faulty equipment and/or ensuring access to measurement installation will leave Electricity Generation and Distribution no choice but to act in accordance with the stipulations of the Electricity Supply By-law of the City of Cape Town quoted below for easy reference.

14. Refusal of admittance

No person shall wilfully hinder, obstruct, interfere with or refuse admittance to any duly authorised official of the Service Provider in the performance of his duty under this by-law or of any duty connected therewith or relating thereto.

21. Right to disconnect

(3) The Service Provider may disconnect the supply of electricity to any premises without notice under the following circumstances; (a) where there is a case of grave risk to any person or property; or (b) for reasons of community safety or the safety of emergency personnel.

47. Metering accommodation

(1) The consumer shall, if required by the Director, provide accommodation in an approved position, the meter board and adequate conductors for the Service Provider’s metering equipment, service apparatus and protective devices.

(6) Where in the opinion of the Director the position of the meter, service connection, protective devices or main distribution board is no longer readily accessible or becomes a danger to life or property or in any way becomes unsuitable, the consumer shall remove it to a new position, and the cost of such removal, which shall be carried out with reasonable dispatch, shall be borne by the consumer.

(1) I,(owner of property to sign selection below) hereby give Electricity Generation and Distribution the mandate to replace the ready board in accordance with the Sundry Tariff Schedule (“Replacement of unsafe ready board. Used in conjunction with meter replacement. Cash payment or recovered via PPM System.”) excl. VAT for current financial year as amended) and recover cost from prepayment system.

Signed: _____

Date: _____

(2) I will arrange for the repair/replacement of the installation and will be ready for inspection on 20.....-.....-..... at.....(within 14 days of initial visit.)

Signed: _____

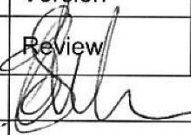
Date: _____

I acknowledge if the installation is not ready for inspection or not safe at this time, the supply will be disconnected without any further correspondence.

SCHEDULE C.5: ANNEXURE D - LOCATION MAP



SCHEDULE C.5: ANNEXURE E - PROCEDURE FOR RECEIVING FAILED-IN-SERVICE METERS

CITY OF CAPE TOWN		ELECTRICITY SERVICES	
Document	STANDARD	Reference	CTES 023
Subject	Procedure for receiving failed-in-service meters	Version	8
Compiled by	Keith Watson	Review	2 years from approval
Approved	C Malan		2019/11/06
	Head: Measurement		
Supported by:		Approval via document workflow system	
Head: Revenue Protection		Greg Stopford	
Head: Distribution Area East		Hugo Mostert	
Coordinator: Distribution Area North		Heindry Peyper	
Head: Distribution Area South		Roadwell Mpongo	
pp Head: Electrification		Maurisha Hammer	

ITEM	DESCRIPTION	PAGE
1.	Objective	1
2.	Scope	1
3.	Definitions/Abbreviations	1
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Annexure A : Consumer Fault Report
 Annexure B: Calibration Receipt and Feedback Form
 Annexure C : Conventional & Programmable Depot Marking Indication
 Annexure D : Duplicate memo book

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1. OBJECTIVE

To define the standard to return failed-in-service meters for Electricity.

2. SCOPE

To standardize a procedure whereby all electricity meters are returned to the Measurement Lab in a set manner.

3. DEFINITIONS/ABBREVIATIONS

Attend	-	Field staff attending to the fault
BP	-	Business Partner, Customer
CFR	-	Customer Fault Report of the City of Cape Town : Electricity Department (refer to Annexure A)
ED	-	Electricity Dispenser
FLR	-	First Line Response
Meter	-	Conventional, programmable, solid state meter, or electricity dispenser
MC	-	Measurement Construction team
MI	-	Meter Investigation team
MRP	-	Meter Removal Procedure
RP	-	Revenue Protection

4. COMPLETION OF THE CFR

Please note that all sections of the *CFR* must be completed in legible print format, that includes the following for meters:

4.1 Section A – Customer details

- notification number
- full name, address and contact telephone number of *BP*
- name of District, Region or Section
- date of meter removal

4.2 Section B – Technical history

- object e.g. pre-payment or kWh meter
- damage e.g. keypad failure, no display, negative balance, dial stuck, etc.
- causes e.g. software problem, by-passed, etc.
- activities e.g. replaced [in this case], etc.

Refer to: Metering

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4.3 Section C – Metering replacement data

- old and new meter numbers
- any meter readings available for meter the token numbers not punched into *ED*
- monetary value of unused tokens
- full name and contact telephone number of *Attend*
- signature of *Attend*
- date of meter removal

4.4 Section D – Customer acknowledgement

- the *BP* to print, sign and date the acknowledgement of the service delivered.
- provide the top copy to the *BP* as a receipt.

5. COMPLETION OF THE TEST/CALIBRATION RECEIPT AND FEEDBACK FORM

The calibration Receipt and Feedback form must be completed when handing in any meter at the Measurement Laboratory. This is a SANAS requirement.

The first section will include all the information of the meter and order number, commodity code and installation address. Below this the Measurement Laboratory staff member receiving the item will sign acceptance. Should a special test procedure be required this will be discussed by both parties and documented in the next section. On returning the item after calibration, the receiver will sign for the receipt of the meter.

The second page is a feedback page which is filled in by the customer of the Laboratory and this feedback is used to improve the processes in the Laboratory and to correct any anomalies.

The Third page is a list of defects found when testing large batches of meters. This section is used in conjunction with the batch testing section on the first page.

6. REMOVAL AND RETURN OF METER

The removal and return of meter shall proceed as follows:

6.1 Site work

- prior to the *Attend* removing the *ED* from installation, they must ask the *BP* if they have any unused tokens that need to be entered into the *ED*.
- if the tokens cannot be entered into the *ED*, the *Attend* must collect the token receipt from the *BP* – a copy of all the token receipts that must be entered into the *ED* shall be provided to the Measurement Lab.
- the original tokens and a copy of the CFR must be provided to Vending.
- the meter must be removed from the installation as per this *MRP*.
- inform Vending of new meter details and replacement units.
- the *CFR* is to be attached to the *meter*.
- for conventional and programmable meters, a label with the respective colour coding as defined in **Annexure B** shall be stuck to the meter.
- the removed *ED* shall be placed into a large blue plastic bag, and **fumigated with a disinfectant spray** (sprayed against the side, on the inside of the bag and not onto the *ED*, and the bag shall be sealed.

6.2 Office work

- the SAP process shall be as follows:
 - capture the items on the notification (from the *CFR*)

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- open the feedback task and enter feedback (e.g. meter replaced) on the notification
- complete the tasks on the notification
- create a ZINV order from the notification
- capture the labour and transport as per *CFR*
- reserve a meter and collect from stores
- enter meter feedback on the order (old meter number, new meter number, replacement date, units)
- technically close the order
- complete the notification


6.3 Meter return process

- all the *ED's* removed by *Attend* shall be listed with meter numbers and type on a memo sheet from a duplicate book such as shown in **Annexure C**.
- the conventional and programmable meters removed by *Attend* shall be listed with meter numbers and type on a separate memo sheet shown in Annexure C to that of the *ED's*.
- the Measurement Lab shall date and sign the receipt of meters.
- all meters shall be returned to the Measurement Lab within five working days from date of removal.

NOTES:

1. Please do not combine *ED's* and conventional meters on one memo sheet from the duplicate book as these meters are separately processed.
2. Please deliver meters to the Measurement Lab on a regular basis to ensure that backlogs do not develop.
3. The receiving times of *meters* are only between 08:00 to 09:15 and 10:00 to 12:15.

ANNEXURE B

 <p>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</p> <p><i>Making progress possible. Together.</i></p>	<p>Test/Calibration Receipt and Feedback Form</p>	<p>Ref: FRM 013-03-Y Date: September 2012</p>
	<p>Measurement Laboratory SANS 17025 System</p>	<p>Page 2 of 5</p>
<p>Principal Technician <i>K. Watson</i> K Watson</p>	<p>Compiled by <i>F. Swanepoel</i> F Swanepoel</p>	<p>Quality Manager <i>F. Swanepoel</i> F Swanepoel</p>

Test and Evaluation Feedback Form

Result sheet Number	
Order Number	
Delivery/Notification Number	
Supplier/ Customer	
Address	
SAP Commodity Code	
Product Description	

Receipt on behalf of the Measurement Laboratory

MEASUREMENT LABORATORY	name	signature	date
received by			
procedure used			

Contract review(if necessary)

.....(Agreed with Customer - Date.....)

NOTE: Test Item details and serial numbers recorded on the Item list on page 3.

ISO 2859-1 parameters and results: *(applicable only for non-energy meter activities)*

batch size	sample size	rejection number for 1 %	number of failures	test result (pass/fail)

Calibration/testing completed	calibrator	signature	date

Approved	Principal Technician	signature	date

Receipt on behalf of the customer

CUSTOMER	name	signature	date
Received by :			

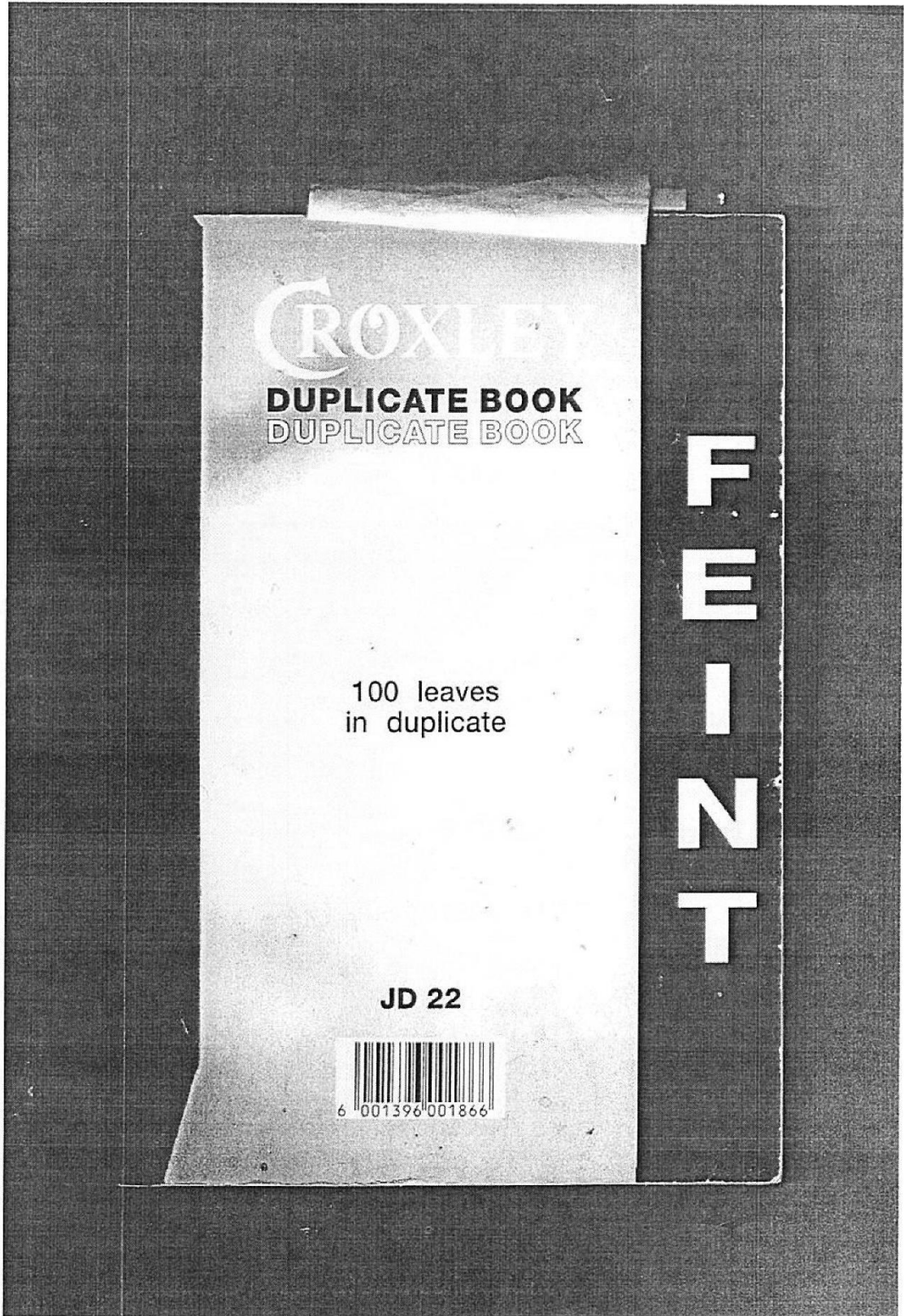
ANNEXURE C**CONVENTIONAL & PROGRAMMABLE DEPOT MARKING INDICATION**

DEPOT	COLOUR CODING LABEL
Guguletu	Gold
Vanguard	Brown
Mowbray	Green
Wynberg	Pink
Muizenberg	Orange
Mitchells Plain	Red
City	Blue
Parow	Silver
Helderberg	Yellow
Oostenberg	Purple
Bloemhof	Black
Atlantis	Fluorescent Lime
Special returns/contractors	As noted by label
Metering Investigations	White printed
Revenue Protection	White printed
Electrification	White printed
Vending	White printed

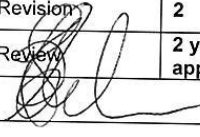
NOTE

The Stationary Store at Cape Town Civic Centre must be informed that these colour coded stickers must be kept in stock with its own unique commodity code. If this a problem with the Stores, Measurement Laboratory will obtain the colour coded stickers and issue it to the various sections on request.

ANNEXURE D



SCHEDULE C.5: ANNEXURE F - CTES 029 – MEASUREMENT SAFETY INSTRUCTION

CITY OF CAPE TOWN		ELECTRICITY SERVICES	
Document	STANDARD	Reference	CTES 029
Subject	Measurement safety instruction	Revision	2
Compiled by	Standards Working Group	Review	2 years from approval
Approved	C Malan		2019/10/17
	Head: Measurement		
Supported by: Head: Measurement Senior Technician: Measurement Automation Principal Professional Officer: Measurement Support Principal Professional Officer: Measurement Operations		Approval via document workflow system Cornie Malan Kevin Herbert Eugene Coetzee Edsel Ford	

ITEM	DESCRIPTION	PAGE
1.	Application	2
2.	References	2
3.	Instructions	2

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1. APPLICATION

This instruction is applicable to all work executed by Measurement staff.


2. REFERENCES

- LV work site risk assessment form
- Written Safe Work Procedure: Application of earthing to LV panels

3. INSTRUCTIONS

- 3.1 Only suitably accredited meter workers (in accordance with SANS 474: Code of practice for electricity metering) shall undertake any work on any metering installation.
- 3.2 Valid NRS 040 certification at the correct level (Authorised Person, Responsible Person or Entry) is required for all work.
- 3.3 A risk assessment shall be done at every work site prior to the commencement of work and will be signed by all on site (contractors included). The referenced LV work site risk assessment forms shall be used for all work and be filed in project/erf files.
- 3.4 Any dangers/risks are to be reported to line management in terms of non-conformance policy. Line management to ensure appropriate action.
- 3.5 Appropriate personal protective equipment is to be worn at all times by personnel. Contractors shall also wear the correct personal protective equipment at all times on all sites.
- 3.6 A metering installation must be disconnected from all points of supply (isolated) prior to the commencement of work on the installation.
- 3.7 On class 3 and class 4 metering installations, where the meter panel is separate from the supply panel, secondary isolation must be safely achieved before working on the metering installation.
- 3.8 The accredited meter worker shall perform the isolation, safety testing, attach safety notification (men at work) and earthing as applicable.
- 3.9 The site shall be restored on completion of the work and the withdrawal notice signed off by all personnel (including contractors.)
- 3.10 All safety inspection registers for tools, personal protective equipment, fire extinguishers and first aid kits to be kept up to date all times. Deviations to be reported to line management.
- 3.11 Any deviations from these instructions must be in accordance with an approved, written safe work procedure (i.e. live testing/verification of metering installation).

SCHEDULE C.5: ANNEXURE G - CTES 067 – MEASUREMENT ACCREDITATION AND SAFETY REQUIREMENTS

CITY OF CAPE TOWN		ELECTRICITY SERVICES	
Document	SPECIFICATION	Reference	CTES 067
Subject	Measurement Accreditation and Safety Requirements	Version (custom file property)	2
Compiled by	Felix Swanepoel	Review	2 years from approval
Approved by	C Malan Head: Measurement		
Supported by:		Approval via document workflow system:	
Senior Professional Officer: Project Measurement		A Clayton	
Principal Professional Officer: Measurement Support		E Coetzee	
Principal Professional Officer: Measurement Operations		E Ford	
Head: Measurement		C Malan	

ITEM	DESCRIPTION	PAGE
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3.	Tenders	1
4.	Training	1
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6.	Safety	2
7.	On site	3
8.	Documentation	3
9.	Annexures	3

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CTES 067

1. SCOPE

This document sets out all the requirements and procedures regarding the selection, appointment and method of work for all contractors applying for and working on metering installations within the boundaries of the City of Cape Town. The safety and accreditation process is also valid for the City of Cape Town employees.

2. NORMATIVE REFERENCES

This document must be read in conjunction with the following documents:

- SANS 474/NRS 057 – Code of practice for electricity metering
- SANS 473/NRS 071 – Automated meter reading for large power users
- NRS 096-1 – The sealing of electricity meters
- NRS 096-2 – Standard test block connections for electricity metering
- CTES 056 – Specification for Measurement Seals
- City of Cape Town tender process
- CTES 029 – Measurement Safety instruction
- CTES 036 – Measurement commissioning procedure for metering installations
- Measurement standard tool lists
- Measurement standard PPE lists
- WSWP – Connecting of test equipment to a metering installation

3. TENDERS

This document shall be attached to all tenders and project proposals. Any contractor applying for a tender/project shall conform to all the requirements as set out below and proof thereof shall be attached to the application documents. No contractor shall be awarded a tender/project without the correct documentation.

Contractors who are busy with a running tender/project shall ensure that they continually review their status and ensure they continually comply with this document and all other rules as laid down by the specific tender.

Contractors who employ or intend on employing sub-contractors, shall ensure that the sub-contractor in question complies with the requirements of this document. Contractors shall, prior to allowing sub-contractors to commence work, submit all relevant documents, as laid out within this document, to the Project Manager of the City of Cape Town.

4. TRAINING (Currently limited to City of Cape Town staff only. Contractors to arrange their own training from an Accredited Training Provider)

The City of Cape Town Staff ~~and Contractor/sub-contractor staff~~ shall be trained and accredited for the level of work that they intend doing.

The City of Cape Town currently has the facility for level 1 and 2 meter training. This training can be arranged via the Electricity Training Department, in the absence of a suitable training provider. **The contractor shall bear the costs of this training.** Level 3 and 4 training inter alia are provided by Eskom Brackenfell.

Other training required are ORHVS training, safety training and First Aid training. This training is provided by many external contractors. Meter Specific training is also provided by the City of Cape Town upon appointment via the Measurement Laboratory.

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5. ACCREDITATION PROCESS AND DOCUMENTATION

Entry level for the various class of meter worker shall be as set out in Annex C of SANS 474: 2009 for class 2, 3 and 4. For a class 1 meter worker the following shall apply in addition to Annex C of SANS 474: 2009-

- The candidate shall be a trade test qualified artisan or
- The candidate shall have 6 months experience working with single phase meters, both prepaid and credit, under the supervision of an accredited class 1 meter worker. He/she shall have a letter signed by his supervisor stating that he is competent to be assessed as a class 1 meter worker.

The documents listed in the table below are required along with the application for assessment as meter worker. These should be presented in a Portfolio of Evidence for each candidate.

DOCUMENTATION	CLASS 1	CLASS 2	CLASS 3	CLASS 4
South African ID document/ Work Permit	✓	✓	✓	✓
Highest qualification	✓	✓	✓	✓
ORHVS – Entry	X	✓	X	X
ORHVS – Responsible Person	X	X	✓	✓
Manager's Letter (competence)	✓	✓	✓	✓
Curriculum Vitae	✓	✓	✓	✓
Metering course/training *	✓	✓	X	X
Advanced metering course *	X	X	✓	✓
Safety declaration form	✓	✓	✓	✓
Application document	✓	✓	✓	✓

* User specific

All certificates must be valid and certified. These documents will be sent in with the results of the assessment should the applicant be successful and will not be returned to the applicant.

The successful applicant shall only be allowed to commence work once the certificate has been issued. **The certificate remains the property of the City of Cape Town** and will be returned on completion of the tender/project. The City of Cape Town will accept meter worker certificates that are issued by accepted service providers e.g. Kocos.

6. SAFETY

Safety is of paramount importance when working on any site or equipment that falls within the boundaries of The City of Cape Town. Contractors shall read all the safety instructions pertaining to the tender/project and all personnel shall sign the safety declaration form confirming that they are aware of the rules and regulations pertaining to the City of Cape Town. All contractors shall be registered at the Compensation Commissioner. Approved PPE as per approved measurement list shall be worn at all times while work commences.

Risk assessments shall be completed by all workers for every site before work commences. The contractor shall use an approved risk assessment book or be provided a book from the City of Cape Town.

A Safety Plan shall be provided by the contractor in accordance with the Safety Specification into the OHS Act.

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7. ON SITE

All City of Cape Town staff and contractors shall have their portfolios of evidence on site at all times and shall produce the documentation to any City of Cape Town official upon request. Also on site shall be an adequate first aid kit and fire extinguisher (fully stocked and functional). The completed risk assessment, with signed withdrawal shall be attached to the feedback documentation.

All Installations shall be sealed according to the sealing policy of the City of Cape Town and locked in accordance to the City of Cape Town processes.

8. DOCUMENTATION

A list of all documentation to be handed to the City of Cape Town is attached as annexures.

A portfolio of evidence for each meter worker shall be handed to the City of Cape Town, by contractors when responding on tenders/contract/projects and the contractor shall also have one on site for inspection.

9. ANNEXURES

- Annexure A – Portfolio of evidence checklist
- Annexure B – LV work site risk assessment
- Annexure C – CTES 029 Safety declaration form
- Annexure D – Application for accreditation as meter worker
- Annexure E – Safety Specification

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ANNEXURE APortfolio of evidence checklist

ITEM	YES	NO	N/A
South African ID document / Werk Permit	✓		
Highest Qualification	✓		
ORHVS certificate	✓		
Current and previous authorizations	✓		
First Aid certificate	✓		
Previous assessments	✓		
Signed Declaration of Competency	✓		
Job description	✓		
CV	✓		
Relevant training	✓		
Incidents documentation	✓		
Switching documentation	✓		

ANNEXURE D

**Application form for accreditation as
SANS 474:2006 (NRS 057:2005) Meter Worker**

surname: _____ initials: _____

full names: _____

staff number: _____ ID number: _____

(please delete columns not applicable)

certificate class:	1	2	3	4	new	review
application:						
level 1 questions:						
level 2 questions:						
level 3 questions:						
level 4 questions:						
copy of assessor certificate:						
copy of supporting documents:						
copy of incumbent certificate:						

certificate number of assessor:

(for office use)

certificate number of incumbent:

APPROVED

ANNEXURE E
SAFETY SPECIFICATION

- 1 **HEALTH AND SAFETY PLAN**
- 1.1 Each Tenderer shall submit a pro-forma Occupational Health and Safety (OHS) file with the tender.
- 1.1.1 this file shall sufficiently demonstrate their competence and resources regarding OHS documentation;
- 1.1.2 this file shall contain at least a single page for each of the chapters specified below;
- 1.1.3 this file might be a copy of a safety file of a completed project;
- 1.1.4 **failure to comply with this clause will disqualify the tender.**
- 1.2 prior to the commencement of work the contractor shall submit a complete OHS file for approval.
- 1.3 this OHS file shall contain the following chapters demarcated with suitable dividers:
- 1.3.1 a *General Information* chapter stating the project name, the site office for the project, names and contact numbers of the engineer, the mandatory, inspectors, and other key personnel as well as a complete list of emergency telephone numbers for the area;
- 1.3.2 a chapter containing all *Non-Compliance Notices and engineer's Instructions*;
- 1.3.3 a chapter containing all *Inspection Sheets*
- 1.3.4 a chapter containing the outcome of *Safety Review Meetings*;
- 1.3.5 a chapter containing *Mandararies, Appointments, Certificates, and Proofs of Good Standing*;
- 1.3.6 a chapter containing a *List of Employees Allowed on Site*, temporary and permanent personnel that have successfully completed induction training;
- 1.3.7 a chapter describing the *Induction Course*;
- 1.3.8 a chapter containing a complete *Risk Assessment* for the project that shall include at least:
- 1.3.8.1 the identification of risks and hazards to which persons may be exposed to;
- 1.3.8.2 the analysis and evaluation of the risks and hazards identified;

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- 1.3.8.4 a monitoring plan;
- 1.3.8.5 a review plan;
- 1.3.8.6 any additional documentation required to ensure compliance with the OHS Act and Regulations,
- 1.3.9 a chapter containing all relevant or any additional *Safe Operating Procedures*;
- 1.4 This file will be presented and discussed with the Engineer for approval before any work commences.
- 1.5 The OHS file is the property of the client and shall remain on site for the duration of the project.
- 2 **DETAIL HEALTH AND SAFETY REQUIREMENTS**
- 2.1 In addition to the general requirements above the following risk assessment and compliance plans shall be required.
 - 2.1.1 the inclusion of fall protection plan, work on structures, formwork and support work; as required on the project;
 - 2.1.2 the inclusion of excavation work in all cases;
 - 2.1.3 the inclusion of demolition work, tunneling, scaffolding, suspended platforms, boatswain's chairs, material hoists, batch plants, explosive powered tools, cranes, if required on the project;
 - 2.1.4 the inclusion of construction vehicles in all cases, if required on the project;
 - 2.1.5 the inclusion of electrical installations and machinery on construction sites, use and temporary storage of flammable liquids on construction sites, water environments, if required on the project;
 - 2.1.6 the inclusion of housekeeping on construction sites in all cases;
 - 2.1.7 the inclusion of stacking and storage, fire precautions on construction sites, if required on the project;
 - 2.1.8 construction of welfare facilities in all cases;
 - 2.1.9 specific requirements as detailed on the project documentation, or required by The Engineer.
- 2.2 In addition to the general requirements above the following Safe Operating Procedures (SOPs) shall be included:
 - 2.2.1 barricading, excavation, in all cases;

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- 2.2.2 cable pulling, working with flammable gases and lead, if required on the project;
- 2.2.3 SOPs as detailed on the project documentation, or required by The Engineer.
- 2.3 Notwithstanding full documentation compliance with the act, any official of the City of Cape Town, or Electricity shall, if unsafe conditions are deemed to exist on site, is obliged to stop work by noting the non-compliance in writing.
- 2.4 Work shall only continue once the compliance is signed off by such official or The Engineer.

APPROVE

ELECTRICITY SERVICES

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HEALTH AND SAFETY CHECKLIST

I, (Name)
 as the (position in company)
 confirm that (Name of company)
 has in terms of the construction regulations of the OHS Act, a formal Health and Safety file containing
 (as minimum):-

(tick where applicable)

Item	Description	no	yes	Comments
1	Health and Safety plan			
2	Proof of Registration with WCC			
3	Written appointments of site safety officer			
4	Proof of competency (skill; training records)			
5	Proof of resources (staff, equipment)			
6	Formal Health and Safety induction plan for employees			
7	Vehicle/mobile plant maintenance records/inspections			

TENDERER'S SIGNATURE: _____ DATE: _____

NOTE: the Contractor's attention is drawn to the following possible hazards relating to work required. The Contractor must identify all other hazards. The Health and Safety plan must include actions to be taken by the contractor to eliminate inter alia the risk of injury due to each of these hazards:

1. Traffic (Vehicles)
2. Excavations (falling into or collapsing sides)
3. Use of sharp and heavy tools
4. Buried live cables or pipes
5. Working near live conductors
6. Possible back feed from standby emergency generators on customer sites

Signed

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 Sotuh 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 Purchser;
- 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 Clasue 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

Delete clause 7.1 to 7.4 and replace with the following:

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for Delivery of the goods shall be the date as stated on the Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the "goods" does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.

10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services have been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the Purchaser determines that the Goods and/or Services have been satisfactorily delivered, the Purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of such written acceptance of the Goods.

11. Insurance

Add the following after clause 11.1:

11.2 Without limiting the obligations of the Supplier in terms of this Contract, the Supplier shall effect and maintain the following additional insurances:

11.2.1 Public liability insurances, in the name of the Supplier, covering the Supplier and the Purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;

11.2.2 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the Supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;

11.2.3 Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the

Supplier's broker or the insurance company itself (see the Pro Forma Insurance Broker's Warranty).

- 11.2.4 In the case of Contracts for delivery of professional services, Professional indemnity insurance providing cover in an amount of not less than **R5 million** in respect of each and every claim during the contract period.
- 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 Payment of invoices will be made:

- 16.1.1 Within 30 (thirty) days of receiving the relevant invoice or statement from the Supplier, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the Purchaser.
- 16.1.2 Notwithstanding anything contained above, the Purchaser shall not be liable for payment of any invoice that pre-dates the date of delivery of any Goods and/or Services.

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

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

Add the following after clause 16.4

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

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 Prices are firm and not subject to adjustment, in accordance with the Price Schedule.

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the Goods and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are subject to prior approval by the Purchaser's delegated authority. Should the Supplier deliver any Goods not described in a written instruction from the Purchaser, the Purchaser's liability for payment shall no arise until such time as the change has been duly approved and such approval communicated to the Purchaser.

20. Subcontracts

Add the following after clause 20.1:

20.2 The Supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Supplier.

20.3 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not 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 [0 %]

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)

MONTHLY PROJECT LABOUR REPORT



BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:		Year		Month		Sheet						
						1 of						
No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	(11) Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R - c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
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16												
17												
18												
19												
20												

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Declared by Contractor or Vendor to be true and correct:	Name	Signature
	Date	

Received by Employer's Agent / Representative:	Name	Signature
	Date	

NOT APPLICABLE

Approved Financial Institution as at 13 August 2025

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
Old Mutual Alternative Risk Transfer Insure Limited (OMART Insure)
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)
Regent Insurance Company Limited
Renasia Insurance Company Limited
Santam Limited

Schedule F.1: Contract Price Adjustment
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NOT APPLICABLE

F.1 (A) – FIRM PRICES

No Contract Price Adjustment is applicable or permitted for this contract. The prices are fixed and firm.

Fixed prices as per Pricing schedule.

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

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium’s behalf.

2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 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)

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.

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

 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 90/10 PREFERENCE POINT SYSTEM**

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 (SG) – Points Allocated and Claimed

Tenderers must indicate the preference points claimed for each specific goal applicable to them, for the purposes of this tender.

(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.)

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State	To be Completed by the Tenderer	
	Number of points Allocated (90/10 system)	Number of points claimed (90/10 system)	Page reference in tender submission
Promotion of Micro and Small Enterprises	4		Pg. _____
Enterprise Supplier Development and Socio-Economic Development	3		Pg. _____
Skills Development <u>OR</u> Employee Share Scheme	3		Pg. _____

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:

4.5 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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.

<i>Signature of Tenderer</i>	<i>Date</i>	<i>Name and Surname</i>	<i>Address</i>

For official use.		
SIGNATURE OF CCT OFFICIALS AT TENDER OPENING		
1.	2.	3.

Table 2: Specific Goals – Declaration by the Tenderer

Tenderers must complete this table to declare the amounts and percentages applicable to the specific goals they are claiming.

NB: In completing Table 2 below, please consult **Notes for Verification** below

The specific goals allocated points in terms of this tender	To be Completed by the Tenderer	
	Refer to “Notes for verification”	Amount Declared (excluding VAT)
<u>SG1</u> Promotion of Micro and Small Enterprises	(i) Total Turnover	
<u>SG2</u> Enterprise Supplier Development and Socio Economic Development	(ii) Total Enterprise Supplier Development Expenditure	
	(iii) Total Socio Economic Development Expenditure	
	(iv) Total Expenditure	
<u>SG3.1</u> Skills Development	(v) Total Skills Development Expenditure	
	(vi) Total Profit	
OR <u>SG3.2</u> Employee Share Scheme	(vii) Employee Share Scheme Ownership %	

Tenderer Confirmation:

I confirm that the amounts declared in Table 2 above are accurate and in accordance with the *‘The Broad-Based Black Economic Empowerment (B-BBEE) Act 53 of 2003, as amended.* .

Signature of Tenderer (Authorised to represent the tenderer)	Date	Name and Surname	Address

Notes for Verification:

All amounts disclosed should be as per the most recent Annual Financial Statements (not older than 12 months) and defined as per the B-BBEE Act

- SG1 – Specific Goal 1
Promotion of Micro and Small Enterprises
 (i) Total Turnover
 Micro enterprises with a turnover of up to R20million and Small enterprises with a turnover up to R80 million, as per National Small Enterprise Act, 1996 (Act No.102 of 1996)

- SG2 – Specific Goal 2
Enterprise Supplier Development and Socio-Economic Development
 (ii) Total Enterprise Supplier Development Expenditure
 Qualifying expenditure as defined in the B-BBEE Act: Statement 400 "THE GENERAL PRINCIPLES FOR MEASURING ENTERPRISE AND SUPPLIER DEVELOPMENT"

 (iii) Total Enterprise Socio Economic Development Expenditure
 Qualifying expenditure as defined in the B-BBEE Act: Statement 500 "THE GENERAL PRINCIPLES FOR MEASURING THE SOCIO - ECONOMIC DEVELOPMENT ELEMENT"

 (iv) Total Expenditure
 Total Expenditure as per the most recent Annual Financial Statements (not older than 12 months)

- SG3.1 – Specific Goal 3
Skills Development
 (v) Total Skills Development Expenditure
 Qualifying expenditure as defined in the B-BBEE Act: Statement 300 "THE GENERAL PRINCIPLES FOR MEASURING SKILLS DEVELOPMENT"

 (vi) Total Profit
 Total Profit as per the most recent Annual Financial Statements (not older than 12 months)

- SG3.2 – Specific Goal 3
Employee Share Scheme
 (vii) Employee Share Scheme Ownership %
 Total employee ownership as per employee share certificate at the date of tender closing.

The below table (Table 3) must be completed by a B-BBEE Verification Agency (*Note 1) **OR** Commissioner of Oaths
 (Refer to *Note 3.2 for the detailed declaration):

Table 3:

Signature and Stamp	Date	Name and Surname	Address

***Note 1**

1.1 Tendering entity that undergoes B-BBEE verification

- Where a tendering entity undergoes B-BBEE verification, a B-BBEE certificate valid as at the date of tender closing, must be attached to the bid submission or must be made available upon request within the specified period.
- All amounts disclosed in Table 2, should be amounts used in the B-BBEE verification process undergone by the tendering entity
- The B-BBEE verification agency must complete Table 3 above, to confirm the following amounts disclosed by the bidder in Table 2:
 - (ii) Total Enterprise Supplier Development Expenditure;
 - (iii) Total Socio Economic Development Expenditure;
 - (v) Total Skills Development Expenditure
- Where the tendering entity is a Joint Venture/ Consortium, the amounts in Table 2 must be consolidated, with an accompanying consolidated B-BBEE certificate valid as at the date of tender closing must be attached to the bid submission or must be made available upon request within the specified period.

1.2 If the tendering entity does not undergo B-BBEE verification and qualifies as a B-BBEE Qualifying Small Enterprise (QSE) and Exempted Micro-Enterprises (EME)

- Table 3 must be completed by a Commissioner of Oaths to confirm the following amounts disclosed by the bidder in Table 2:
 - (ii) Total Enterprise Supplier Development Expenditure;
 - (iii) Total Socio Economic Development Expenditure;
 - (v) Total Skills Development Expenditure

***Note 2**

2.1 The tendering entity must attach with the bid submission or must be made available upon request within the specified period; the most recent (where applicable) audited financial statements to enable validation of the following amounts disclosed by the bidder in Table 2:

- (i) Total Turnover
- (iv) Total Expenditure
- (vi) Total Profit

2.2 Companies who are required to be audited by legislation, must submit audited financial statements, not older than 12 months with the bid submission or must be made available upon request within the specified period.

***Note 3**

Sworn affidavit to be deposed by the Commissioner of Oaths to the QSE or EME.

I, the undersigned,

Full Name and Surname <i>(Authorised to represent the tenderer)</i>	
Identity Number	

Hereby declare under oath as follows

3.1 The contents of this statement are to the best of my knowledge a true reflection of facts.

3.2 I am a Member/ Director/ Owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, Pty (Ltd), Sole Prop etc):	
Nature of Business:	

3.3 I hereby declare under oath that based on the Financial Statements / Management Accounts and information available on the latest financial year end _____

3.3.1 The annual Total Revenue was less than R50 000 000.00 (Fifty Million Rand);

3.3.2 The following amounts disclosed in Table 2 are accurate, complete, consistent with the BBBEE Act (see Notes for Verification) and based on the Financial Statements / Management Accounts and information available on the latest financial year end _____

As per Table 2	Amount Declared (excluding VAT)
(ii) Total Enterprise Supplier Development Expenditure	
(iii) Total Socio Economic Development Expenditure	
(iv) Total Expenditure	
(v) Total Skills Development Expenditure	

As per Table 2	Amount Declared (excluding VAT)
(vi) Total Profit	
(vii) Employee Share Scheme Ownership %	

3.4 I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent I this matter.

3.5 The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Commissioner of Oaths
Signature, Date and Stamp

Deponent Signature and Date

3.6 KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS

<p>BBBEE Certificates/ Sworn Affidavits</p>	<p>Returnable for declaration requirement must be attached with the bid submission or must be made available upon request within the specified period</p> <ul style="list-style-type: none"> - Certified and Valid copy of BBBEE Certificate issued by a SANAS Accredited Verification Agent, or - Certified and Valid copy of Sworn Affidavit for either EME or QSE (see key notes below to determine Validity of a Sworn Affidavit); or - Valid copy of BBBEE Certificate issued by CIPC for EME's only <p>KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS</p> <p>Tenderers submitting Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:</p> <p>(a) Name/s of deponent as they appear in the identity document and the identity number.</p> <p>(b) Designation of the deponent as the Director/ Member must be indicated in order to know that person is duly authorised to depose of an affidavit (mark the applicable</p>
--	--

option).

(c) Name of enterprise as per enterprise registration documents issued by CIPC, where applicable, and enterprise business address.

(d) Amounts as per Table 2 must be inserted **(No blank spaces to be left).**

(e) Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts **(mark the applicable option).**

(f) Financial year end as per the enterprise's registration documents, which was used to determine the total revenue (financial year end to be stipulated by day/ month/ year).

(g) Date deponent signed and date of Commissioner of Oath must be the same.

(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign ad stamp).

(h) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

If the relevant documentation/ information as stipulated in the enquiry is not submitted and/or does not meet the above requirements; tenderers will be disqualified.

Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)
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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 of higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
 - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
 - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
 - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
 - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
 - 1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative: _____
 - 3.2 Identity Number: _____
 - 3.3 Position occupied in the Company (director, trustee, shareholder²): _____
 - 3.4 Company or Close Corporation Registration Number: _____
 - 3.5 Tax Reference Number: _____
 - 3.6 VAT Registration Number: _____
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars: _____
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars: _____
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars: _____
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars: _____
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.12.1 If yes, furnish particulars: _____

- 3.13 Are any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 3.13.1 If yes, furnish particulars: _____
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**
 3.14.1 If yes, furnish particulars: _____
- 3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the 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 (duly authorised)

 Date

1MSCM Regulations: “in the service of the state” means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) an executive member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

Schedule 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	
-----	--	----	--

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

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

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

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

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

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

Should the tenderer be aware of any corrupt or fraudulent transactions relating to the procurement process of the 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 (duly authorised)

 Date

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

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

1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:

- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
- b) been convicted for fraud or corruption during the past five years;
- c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.

2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
2.1	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	<p>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?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.3.1	If so, furnish particulars:		
Item	Question	Yes	No

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

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

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

 Date

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

To: THE CITY MANAGER, City of Cape Town

From: _____
(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)

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)

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)

Date

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **289S/2025/26** and tender description: **THE REPLACEMENT OF SINGLE-PHASE ELECTRICAL METERS AND ASSOCIATED EQUIPMENT** in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

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

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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/o/r may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

(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
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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.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

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

 Date

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.		
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)

 Date

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

The following information shall be provided with the Tender:

Please tick the items included in the submission.

FUNCTIONALITY CRITERIA:

1. Proof of electrical meter replacement and / or installation contract size within the last 5 years
(Include details of the number of meters replaced and / or installed)

RESPONSIVENESS CRITERIA:

1. Valid ISO/IEC/SANS 9001 Quality Assurance Certification

ADDITIONAL DOCUMENTATION:

Refer to 2.2.20 and 2.2.21 of the Tenderer's obligations

1. Contract/appointment letter and ECSA registration details of the Professional Engineer /
Technologist appointed by the tenderer,
2. At minimum, two (2) NRS040 qualified responsible persons with valid certificates,
3. Pro-forma Health and Safety plan

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

Date

Schedule F.14: Appeal Application
--

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

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

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

GL DATA CAPTURE RECEIPT
(CASHIER TO 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:

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AMOUNT:

						R	3	0	0	-	0	0
--	--	--	--	--	--	---	---	---	---	---	---	---

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES; APPEALS UNIT

EMAIL; MSA.Appeals@capetown.gov.za

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM

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