


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: 16S/2026/27
TENDER DESCRIPTION: TERM TENDER FOR THE REPAIR, MAINTENANCE, CALIBRATION, SOFTWARE SUPPORT AND SUPPLY OF REPLACEMENT COMPONENTS FOR PIPELINE INSPECTION EQUIPMENT
CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

CLOSING DATE	13 AUGUST 2026
CLOSING TIME	10:00 am
TENDER BOX NUMBER	207
TENDER FEE	R200

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

TABLE OF CONTENTS

THE TENDER.....	3
T.1 GENERAL TENDER INFORMATION	3
T.2 CONDITIONS OF TENDER	4
2.1 General.....	4
2.2 Tenderer's obligations	8
2.3 The CCT's undertakings.....	18
THE CONTRACT	25
C.1 DETAILS OF TENDERER/SUPPLIER	26
C.2 FORM OF OFFER AND ACCEPTANCE	27
C.2.1 OFFER (TO BE COMPLETED BY THE TENDERER AS PART OF TENDER SUBMISSION)	27
C.2.2 ACCEPTANCE (TO BE COMPLETED BY THE CCT)	28
C.2.3 SCHEDULE OF DEVIATIONS (TO BE COMPLETED BY THE CCT UPON ACCEPTANCE)	29
C.2.4 CONFIRMATION OF RECEIPT (TO BE COMPLETED BY SUPPLIER UPON ACCEPTANCE).....	30
C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	31
C.4 PRICE SCHEDULE	32
C.5 SPECIFICATION(S).....	37
C.6 SPECIAL CONDITIONS OF CONTRACT	57
C.7 GENERAL CONDITIONS OF CONTRACT	69
C.8 ANNEXURES	80
ANNEXURE A – PRO FORMA INSURANCE BROKER'S WARRANTY	80
ANNEXURE B – MONTHLY PROJECT LABOUR REPORT	81
ANNEXURE C - PRO FORMA PERFORMANCE SECURITY/ GUARANTEE	83
ANNEXURE D - PRO FORMA ADVANCE PAYMENT GUARANTEE	85
ANNEXURE F - TENDER RETURNABLE DOCUMENTS.....	88
<i>Schedule F.1: Contract Price Adjustment</i>	<i>88</i>
<i>Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums</i>	<i>89</i>
<i>Schedule F.3: Declaration for Procurement above R10 million.....</i>	<i>90</i>
<i>Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022</i>	<i>91</i>
<i>Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended).....</i>	<i>101</i>
<i>Schedule F.6: Conflict of Interest Declaration</i>	<i>103</i>
<i>Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8).....</i>	<i>104</i>
<i>Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT</i>	<i>106</i>
<i>Schedule F.9: Certificate of Independent Tender Determination</i>	<i>107</i>
<i>Schedule F.10: Proposed Deviations And Qualifications By Tenderer</i>	<i>108</i>
<i>Schedule F.11: List of Other Documents Attached By Tenderer.....</i>	<i>109</i>
<i>Schedule F.12: Record of Addenda to Tender Documents</i>	<i>110</i>
<i>Schedule F.13: Information to Be Provided With the Tender.....</i>	<i>111</i>
<i>Schedule F.14: Appeal Application.....</i>	<i>119</i>

THE TENDER

T.1 GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : **10 JULY 2026**
- SITE VISIT/CLARIFICATION MEETING** : Time: **10h00** on Date: **Wednesday, 29 July 2026**
(Not compulsory but strongly recommended)
- VENUE FOR SITE VISIT/CLARIFICATION MEETING:** A clarification meeting will be conducted via Microsoft Teams. Tenderers who wish to participate in the meeting must connect via the link below:
- <https://teams.microsoft.com/meet/347719454966524?p=vx72RZNspPMWHb9puV>
- Alternatively dial in by phone**
- +27 21 835 5043, Phone conference ID: 331 723 322#
- TENDER BOX & ADDRESS** :
- Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
- :
- The Tender Document (which includes the Form of Offer and Acceptance) completed 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. 16S/2026/27 - TERM TENDER FOR THE REPAIR, MAINTENANCE, CALIBRATION, SOFTWARE SUPPORT AND SUPPLY OF REPLACEMENT COMPONENTS FOR PIPELINE INSPECTION 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.tenders19@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 three (3) tenderers comprising:

- (a) one (1) primary tenderer, being the highest ranked acceptable tenderer ("the Winner"); and
- (b) two (2) alternative tenderers, being the second and third highest ranked acceptable tenderers ("Alternative Tenderer 1" and "Alternative Tenderer 2" respectively),

for the provision of the required goods and/or services during the contract period.

Should fewer than three responsive and acceptable tenders be received, the CCT reserves the right to appoint fewer tenderers or not to make any appointment.

The contract period shall be for a period of thirty-six (36) months from the commencement date of the contract.

Allocation of Work

Subject to operational requirements, Purchase Orders shall ordinarily be offered to the Winner in the first instance.

Where the Winner accepts the Purchase Order and is capable of performing the required services within the required timeframe, the Purchase Order shall be allocated to the Winner.

The appointment of the Alternative Tenderers is intended to ensure operational continuity and uninterrupted service delivery throughout the contract period.

Circumstances Permitting Allocation to Alternative Tenderers

The CCT may allocate a Purchase Order to an Alternative Tenderer where:

- (a) the Winner refuses, rejects or declines a Purchase Order;
- (b) the Winner fails to respond to a Purchase Order within the prescribed period;
- (c) the Winner advises that it lacks the capacity, resources, personnel, equipment, technical capability, software support, OEM support or spare parts necessary to perform the required services;
- (d) a Capacity Failure Event, as contemplated in the SCC, occurs;
- (e) the Winner is unable to meet the required service delivery timeframe;
- (f) the Winner fails to commence performance within the required timeframe;
- (g) the Winner partially performs and operational continuity is reasonably considered to be at risk;
- (h) emergency operational circumstances require immediate intervention;
- (i) repeated non-performance occurs; or

(j) the CCT reasonably determines that allocation to an Alternative Tenderer is necessary to ensure continuity of service delivery.

Allocation Hierarchy

Where work cannot be allocated to the Winner, the CCT shall ordinarily offer the Purchase Order to Alternative Tenderer 1.

Where Alternative Tenderer 1 is unavailable, unwilling or unable to perform, the CCT may allocate the Purchase Order to Alternative Tenderer 2.

Nothing contained herein shall oblige the CCT to sequentially approach each appointed tenderer where operational urgency, service continuity requirements or emergency circumstances reasonably require immediate allocation.

Performance Management

The continued allocation of Purchase Orders shall be subject to satisfactory contractor performance.

The CCT reserves the right to apply the performance management, penalty, alternative tenderer activation and other contractual remedies contemplated in the SCC where a contractor fails to perform in accordance with the Contract.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.2.1 Tenderers shall submit in the first stage only technical proposals. The CCT shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of applicable procurement documents.

2.1.5.2.2 The CCT shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the Conditions of Tender, and award the contract in terms of these Conditions of Tender.

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.13: 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 ½ (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

Not Applicable.

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.

The previous experience of the company, account for 40 points and measures the ability of the bidder to manage multiple requests from the City of Cape Town. The type of evidence required listed in the evaluation criteria below ensures the ability to evaluate.

The previous experience of the technician (30 points) and supervisor (30 points) that require CV’s, allows the City of Cape Town a manner to evaluate direct involvement in the diagnosis and repair of the specialised nature of the equipment similar or for pipeline inspection. Direct involvement and years of experience talks to the ability of the technician and supervisor to conduct repairs and meet the OEM specifications.

Functionality Criterion			
Evaluation Criteria	Applicable values/points		Maximum points possible
<p>Relevant Experience (40 points).</p> <p>Tenderers must complete Schedule F.13.1 and provide evidence in the form of;</p> <p>Any one or more of the following documents will be acceptable for each individual project</p> <ul style="list-style-type: none"> • Appointment letters • Purchase orders • Contracts • Reference letters • Completion certificates <p>Tenderers must ensure that all documents provided contain the letter head of the referee.</p>	5 or more relevant projects (within the past 10 years)	40	40
	3-4 relevant projects (within the past 10 years)	30	
	1-2 relevant projects (within the past 10 years)	20	
	No relevant project experience	0	
<p>Experience of a Technician / Specialist in maintenance, repair, servicing, or operation of pipeline inspection equipment or specialised pipeline inspection equipment and associated systems (30).</p> <p>Tenderers must complete Schedule F.13.2 and provide evidence in the form of a CV for their Technician / Specialist.</p>	4 or more years' experience	30	30
	Greater than 2 years up to 4 years' experience	20	
	From 1 year up to 2 years' experience	10	
	Less than 1 year experience	0	
<p>Experience of a Supervisor / Project Lead in maintenance, repair, servicing, or operation of pipeline inspection equipment or specialised pipeline inspection equipment and associated systems (30).</p> <p>Tenderers must complete Schedule F.13.3 and provide evidence in the form of a CV for their Supervisor / Project Lead.</p>	4 or more years' experience	30	30
	Greater than 2 years up to 4 years' experience	20	
	From 1 year up to 2 years' experience	10	
	Less than 1 year experience	0	
Total			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:

1. Relevant Experience of Tenderer (Maximum = 40 Points)

Points will be allocated based on the number of completed projects of a similar nature to this tender.

Definition of “similar projects”:

Projects involving the repair, replacement, servicing or maintenance of pipeline inspection equipment or specialised pipeline inspection equipment and associated systems.

Number of Similar Completed Projects	Points
No relevant projects	0
1 – 2 projects	10
3 – 5 projects	20
6 – 9 projects	30
10 or more projects	40

Mandatory Evidence Required:

Any one or more of the following documents will be acceptable for each individual project

- Appointment letters
- Purchase orders
- Contracts
- Reference letters
- Completion certificates

Tenderers must ensure that all documents provided contain the official letter head of the referee

Note:

- Evidence MUST be submitted with the tender submission.
- Only projects completed within the **last 10 years** will be considered.
- The CCT reserves the right to verify all submitted references.
- Projects not supported by verifiable documentation will not be scored.

2. Relevant Experience of Technician / Specialist (Maximum = 30 Points)

Points will be allocated based on the relevant experience of the proposed Technician / Specialist responsible for equipment maintenance, servicing or repair as proposed for this contract.

Years of Relevant Experience	Points
Less than 1 year	0
1 – 2 years	10
Greater than 2 years up to 4 years	20
More than 4 years	30

Definition of relevant experience:

Experience in the maintenance, repair, servicing, or operation of pipeline inspection equipment or specialised pipeline inspection equipment and associated systems.

Mandatory Evidence Required:

Detailed CVs indicating:

- Years of experience
- Project involvement

Note:

- Evidence MUST be submitted with the tender submission.
- Only personnel committed to this contract will be evaluated.
- **Tenderers must nominate one (1) Technician / Specialist.**

3. Relevant Experience of Supervisor / Project Lead (Maximum = 30 Points)

Points will be allocated based on the relevant experience of the proposed Supervisor / Project Lead responsible for equipment maintenance, servicing or repair as proposed for this contract.

Points will be allocated based on the relevant experience of the proposed Supervisor / Project Lead.

Years of Relevant Experience	Points
Less than 1 year	0
1 – 2 years	10
Greater than 2 years up to 4 years	20
More than 4 years	30

Definition of relevant experience:

Experience in the maintenance, repair, servicing, or operation of pipeline inspection equipment or specialised pipeline inspection equipment and associated systems.

Mandatory Evidence Required:

Detailed CVs indicating:

- Years of experience
- Project involvement

Note:

- Evidence MUST be submitted with the tender submission.
- Only personnel committed to this contract will be evaluated.
- **Tenderers must nominate one (1) Supervisor / Project Lead.**

2.2.1.1.5 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.2.1**) 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 HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof (Company registration certification, Central Supplier Database report, BBBEE certificate, Proof of Disability, 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 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.

2.2.22 Collection and issuing of tender documents

The CCT will only issue tender documents through its Tender Distribution Office and/or the official CCT tender portal. Bidders who obtain documents through any means other than described herein,

will not be known to the CCT and may thus not receive tender notices and addendums. Tenderers are not allowed to distribute tender documents to other potential bidders.

It is the responsibility of bidders who obtain documents through any means other than described herein, to notify the CCT tender representative thereof that they are participating in the tender. The CCT accepts no liability for any tender notices or addendums not reaching any bidders, who obtained documents through any means other than described herein or who provided incorrect contact details to the CCT.

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:

- 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 formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Section C.4)**:

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

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

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

2.3.10.3.4 Applicable formula:

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

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

Price shall be scored as follows:

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

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

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

Table B1: Awards above R750 000 and up to R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (80/20)
	<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>	8
2	<p>Enterprise Supplier Development and Socio Economic Development</p> <p><i>> 15% of total expenditure = 6 points</i></p> <p><i>> 12% up to 15% of total expenditure = 5 points</i></p> <p><i>> 9% up to 12% of total expenditure = 4 points</i></p> <p><i>> 6% up to 9% of total expenditure = 3 points</i></p> <p><i>> 3% up to 6% of total expenditure = 2 points</i></p> <p><i>>= 1% up to 3% total expenditure = 1 points</i></p> <p><i>< 1% of total expenditure = 0 points</i></p>	6

3	<p>Skills Development OR Employee Share Scheme</p> <p>Skills Development</p> <p>> 5% of total profit = 6 points</p> <p>> 4% up to 5% of total profit = 5 points</p> <p>> 3% up to 4% of total profit = 4 points</p> <p>> 2% up to 3% of total profit = 3 points</p> <p>> 1% up to 2% of total profit = 2 points</p> <p>>= 0.5% up to 1% of total profit = 1 points</p> <p>< 0.5% of total profit = 0 points</p> <p>OR Employee Share Scheme</p> <p>> 15% employee ownership = 6 points</p> <p>> 12% up to 15% employee ownership = 5 points</p> <p>> 9% up to 12% employee ownership = 4 points</p> <p>> 6% up to 9% employee ownership = 3 points</p> <p>> 3% up to 6% employee ownership = 2 points</p> <p>>= 1% to 3% employee ownership = 1 points</p> <p>< 1% employee ownership = 0 points</p>	6
	Total points	20

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 25 of 80

TENDER NO: 16S/2026/27
TENDER DESCRIPTION: TERM TENDER FOR THE REPAIR, MAINTENANCE, CALIBRATION, SOFTWARE SUPPORT AND SUPPLY OF REPLACEMENT COMPONENTS FOR PIPELINE INSPECTION EQUIPMENT
CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE 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

C.2 FORM OF OFFER AND ACCEPTANCE

16S/2026/27 - TERM TENDER FOR THE REPAIR, MAINTENANCE, CALIBRATION, SOFTWARE SUPPORT AND SUPPLY OF REPLACEMENT COMPONENTS FOR PIPELINE INSPECTION 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)

16S/2026/27 - TERM TENDER FOR THE REPAIR, MAINTENANCE, CALIBRATION, SOFTWARE SUPPORT AND SUPPLY OF REPLACEMENT COMPONENTS FOR PIPELINE INSPECTION 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 contract commencement, contact the CCT to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms the *Special Conditions of Contract*. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation / breach of the agreement.

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

16S/2026/27 - TERM TENDER FOR THE REPAIR, MAINTENANCE, CALIBRATION, SOFTWARE SUPPORT AND SUPPLY OF REPLACEMENT COMPONENTS FOR PIPELINE INSPECTION 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

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.....

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2 Subject

Details

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3 Subject

Details

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4 Subject

Details

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By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the *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)

16S/2026/27 - TERM TENDER FOR THE REPAIR, MAINTENANCE, CALIBRATION, SOFTWARE SUPPORT AND SUPPLY OF REPLACEMENT COMPONENTS FOR PIPELINE INSPECTION 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

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".

Rates for Section 1,2, 3 and 4 must be inclusive of transportation costs, labour, installation, fitment and or any other related costs. The equipment listed is produced by different manufacturers and such all part supplied must meet the operating and fitment specification of the individual manufacturer and 12 months workmanship warranty as stipulated in clause 15.2

Any equipment provided must be compatible and work with existing components without requiring modifications and additions to make it compatible.

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

ITEM NUMBER	ITEM DESCRIPTION	SPECIFICATION REFERENCE	UNIT OF MEASURE	RATE (Rands excl VAT)		
				Year 1	Year 2	Year 3
Section 1: Existing equipment to be maintained, serviced and repaired						
1.1	IPEK RX130 Crawler	2.3.1	Per Item			
1.2	IPEK RCX90 Camera	2.3.2	Per Item			
1.3	IPEK RED200 Elevator	2.3.3	Per Item			
1.4	IPEK RCR1000 - Carrier	2.3.4	Per Item			
1.5	IPEK RAL1000 Auxiliary Lights	2.3.5	Per Item			
1.6	IPEK RAL200 Auxillary Lights	2.3.6	Per Item			
1.7	IPEK RAX300 Automatic Cable Reel	2.3.7	Per Item			

1.8	Troglotech - T8040601	2.3.8	Per Item			
1.9	Troglotech - T8041101	2.3.9	Per Item			
1.10	Scanprobe - X90 Coiler	2.3.10	Per Item			
1.11	Scanprobe - Maxprobe	2.3.11	Per Item			
1.12	Pearpoint - P340+ Flexiprobe	2.3.12	Per Item			
1.13	CAM CAM 60 – 3399F	2.3.13	Per Item			
1.14	Provisional sum for net cost of Repairs	2.3.14	Sum	R 300 000.00		
Section 2: Replacable Components						
2.1	CCTV Crawler	3.2	Per Item			
2.2	CCTV Automatic Cable Reel	3.3	Per Item			
2.3	Light weight transmission cable	3.4	Per Item			
2.4	CCTV Mobile control panel	3.5	Per Item			
2.5	CCTV Crawler elevator	3.6	Per Item			
2.6	CCTV Auxiliary light	3.7	Per Item			
2.7	CCTV lighting for pipes greater than 600mm to	3.9	Per Item			

	match crawler supplied					
2.8	Carrier for camera head module	3.8	Per Item			
2.7	20mm wide spacer corundum wheels	3.10	Per Item			
2.8	86mm rubber corundum wheels	3.10	Per Item			
2.9	110mm grooved rubber corundum wheels	3.10	Per Item			
2.10	110mm soft composite grease wheels with traction grit impregnation corundum wheels	3.10	Per Item			
2.11	135mm grooved rubber wheels	3.10	Per Item			
2.12	135mm x 78mm wide sediment rubber wheels	3.10	Per Item			
2.13	CCTV Emergency Switch	3.11	Per Item			
2.14	Full Sine wave inverter 12V to 240 V (2000W)	3.12	Per Item			
2.15	Battery charger for Deep Cycle Batteries supplied	3.13	Per Item			
2.16	Deep Cycle Batteries (Set of 2)	3.14	Per Set			

2.17	Data Capture unit	3.15	Per Item			
2.18	Radio detection locator: RD 7000+ DL or equivalent	3.16	Per Item			
2.19	Guides - Top and down roller guides for protection of camera cable against manhole frame	3.17	Per Item			
2.20	External lighting	3.18	Per Item			
2.21	Set of plugs for sewer	3.19	Per Item			
2.22	Installation and fitment of CCTV equipment into panel van.	3.20	Per Item			
2.23	Specialised Toolbox	3.21	Per Item			
2.25	MobileCap H.264 Video Overlay Device or equivalent	3.22	Per Item			
Section 3: Skills Transfer and Training						
3.1	CCTV Components	4.2	Per Person			
3.2	Advanced Training Programme	4.3	Per Person			
Section 4: Software						
4.1	WinCan – Advanced renewal or equivalent software license for 1 (one) year.	5	Per Item			

Pricing Instructions:

- 4.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 4.2 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.
- 4.3 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.
- 4.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 4.5 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.
- 4.6 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.**
- 4.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 4.8 Tenderers are required to provide rates for all items on the pricing schedule.

INITIALS OF CCT OFFICIALS		
1	2	3

C.5 SPECIFICATION(S)

1. INTRODUCTION

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

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

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

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

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

2. CCTV EQUIPMENT MAINTENANCE

2.1. Service provider obligations

The service provider must adhere to the following levels of service;

For standard repairs and maintenance or arrangement of collection for workshop assessments, the service provider shall respond and action the assessment within 2 working days

On receipt of the equipment by the service provider, a diagnostic assessment of the equipment and a formal quotation shall be supplied to the Project Manager within 3 working days.

Once approval has been granted and a Purchase Order issued, standard repairs must be completed, tested, calibrated according to OEM standards and returned to the City of Cape Town within a 10 working day period. A calibration certificate must be provided.

2.2. Equipment Performance

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

- Capable of conducting surveys

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

2.3. Service and Support

Operation and Maintenance Manual

The tenderer is required to maintain, repair and, when required, deliver the CCTV equipment ready for use with all the comprehensive and complete operation and maintenance manuals for each CCTV system. This inclusive of equipment in panel vans and mobile pushrod units currently in the ownership of the City of Cape Town.

2.3.1 RX130 Crawler Service:

Crawler Service: Includes all seals, lubrication, consumables, labour, shipping and any other items approved by the City of Cape Town.

2.3.2 RCX90 Camera Service:

Camera Service: Includes all seals, lubrication, consumables, labour, shipping and any other items approved by the City of Cape Town.

2.3.3 RED200 Elevator Service:

Elevator Service: Includes all seals, lubrication, consumables, labour, shipping and any other items approved by the City of Cape Town.

2.3.4 RCR1000 Carrier Service

Carrier Service: Includes all seals, lubrication, consumables, labour, shipping and any other items approved by the City of Cape Town.

2.3.5 RAL1000 Auxiliary Lights Service

Auxiliary Lights Service: Includes all seals, lubrication, consumables, labour, shipping and any other items approved by the City of Cape Town.

2.3.6 RAL200 Auxillary Lights Service

Auxillary Lights Service: Includes all seals, lubrication, consumables, labour, shipping and any other items approved by the City of Cape Town.

2.3.7 RAX300 Automatic Cable Reel Service

Automatic Cable Reel Service: Includes all seals, lubrication, consumables, labour, shipping and any other items approved by the City of Cape Town.

2.3.8 T8040601 Troglotech Push Rod Camera Service

Pushrod Service: Includes all seals, lubrication, cleaning, consumables, labour, shipping and any other items approved by the City of Cape Town.

2.3.9 T8041101 Troglotech Push Rod Camera Service

Pushrod Service: Includes all seals, lubrication, cleaning, consumables, labour, shipping and any other items approved by the City of Cape Town.

2.3.10 X90 Coiler Scanprobe Push Rod Camera Service

Pushrod Service: Includes all seals, lubrication, cleaning, consumables, labour, shipping and any other items approved by the City of Cape Town.

2.3.11 Maxiprobe Scanprobe Push Rod Camera Service

Pushrod Service: Includes all seals, lubrication, cleaning, consumables, labour, shipping and any other items approved by the City of Cape Town.

2.3.12 P340+ Flexiprobe Pearpoint Push Rod Camera Service

Pushrod Service: Includes all seals, lubrication, cleaning, consumables, labour, shipping and any other items approved by the City of Cape Town.

2.3.13 339F 60M CAM CAM Push Rod Camera Service

Pushrod Service: Includes all seals, lubrication, cleaning, consumables, labour, shipping and any other items approved by the City of Cape Town.

2.3.8 Provisional sum for net cost of Repairs

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

3. CCTV EQUIPMENT COMPONENT SPECIFICATIONS

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

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

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

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

3.1. Levels of service obligations

The service provider must provide new OEM parts and components, unless otherwise explicitly approved in writing by the Project Manager.

Wear and tare spares including, such as seals, cables lubricants must be kept locally in South Africa and made available for fitment within 3 working days.

In the event specialised equipment and parts have to be imported, a lead time of no more than 21 working days will be allowed from the date of order.

3.2. CCTV Crawler

3.2.1. General

The following general specifications apply for the crawler supplied:

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

3.2.2. Technical

The technical specifications are as follows: Drive	6-wheel-drive; both sides can be controlled independently from each other 4-wheel-drive: both sides can be controlled independently from each other
Equipment	Steerable, back eye camera, electrically controllable clutch, location transmitter, roll and pitch sensor, pressure monitoring
Nominal pipe widths	DN 140 up to DN 1300 (with carrier and elevator)
Location transmission	33kHz
Pressure tightness	Up to max. 1 bar
Protection class	IP68 up to 10 m water depth
Ambient temperature range	0° C - 40° C
Storage temperature range	0° C - 40° C
Material	Aluminium anodized
Dimensions	(L x W x H) 310 x 110 x 90 mm
Weight	+6kg

3.3. CCTV reel

3.3.1. General

The following general specifications apply for the reel supplied:

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

3.3.2. Technical

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

3.4. Light weight transmission cable

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

3.5. CCTV Mobile control panel

3.5.1. General

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

- Must be in a tablet PC form
- Basis for operating software equivalent to Visionreport II with embedded reporting software.
- Data display must have customising abilities
- Data storage must use an internal storage or equivalent
- Data transfer must have USB and Ethernet facilities
- Low weight and design for optimal operator convenience
- Inspection must be done to predefined standards
- Display should be touch-screen, suitable for daylight use with a resolution of not less than 1280 x 800 pixels
- Must have ports to support a keyboard and mouse
- Video recording in MPEG 4 AVC/H.264 and picture in JPG or PNG

3.5.2. Technical

Equipment	Integrated monitor (SVGA), text generator, operation hour counter, touch-screen, support software like VISIONREPORT
Screen size (diagonal)	10.1" or more
Screen resolution	1280 x 800 pixels
Interfaces	1 x video out (HDMI and analog video out) Keyboard (onscreen only) 2 x USB 1 x Ethernet 1 x Wifi
Power supply	Via cable reel
Storage	32 GB internal memory (minimum)
Video format	MPEG-4 / H.264
Supported image formats	JPG or PNG
Protection class	IP55 (protect from humidity and moisture)
Ambient temperature range	0° C - 40° C
Storage temperature range	0° C - 40° C
Dimensions	(LxWxH) 342 x 236 x 75 mm – (Maximum)
Weight	+ - 2kg

3.6. CCTV Crawler elevator

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

3.6.1. General

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

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

3.6.2. Technical

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

3.7. CCTV auxiliary light

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

3.7.1. General

The following general specifications apply for any elevator supplied.

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

3.7.2. Technical

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

3.8. Carrier

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

3.8.1. General

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

3.8.2. Technical

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

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

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

3.9.1. General

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

3.9.2. Technical

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

3.10. Wheels

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

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

3.11. CCTV emergency switch

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

3.12. Inverter

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

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

3.13. Battery Charger

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

The technical specifications are as follows:

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

3.14. Deep cycle Batteries

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

The general specifications are as follows:

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

3.15. Data capture unit (Main)

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

Operating system	Windows 10 {64bit}
Processor type	Intel Core i7 or equivalent
Processor	Intel Core i7 – 4700S or equivalent
Speed	3.2 GHZ
Chipset	Intel HM87 Express or equivalent
Memory	8GB DDR 3L SDRAM
HHD Space	1 TB minimum
Display	17 inch or more Full HD with 1920x1080 res
Graphics	NVIDIA with min 8GB dedicated
Ports	4 USB, sd card reader
Wireless	Bluetooth & 802.111b/g/n

3.16. Radio detection locator

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

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

3.17. Cable Guides

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

3.18. External lighting

The panel van is fitted with a Chaser LED baby bar 3F/3R/2C amber with two LED work lights of 27W round on each side of the Chaser LED light. This must include the wiring, mounting on roof rack and also the operational buttons inside the panel van. The lighting must be from Hazard bonako or equivalent approved.

3.19. Set of plugs for sewer

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

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

3.20. Installation

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

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

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

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

3.20 ToolBox

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

The minimum contents requirements of the toolbox are detailed below:

- Claw Hammer
- 18 Piece Sockets,
 - Sizes 8, 10,11,12,13,14,15,16,17,18,18,20,21,22,24,27,30, 32 mm
 - 1 piece Universal Joint 0.5 inch
 - 1 piece extension bar 125 mm
 - 1 piece 0.5 inch H handle
 - 1 piece Ratchet 0.5 inch
- 4 Piece screw driver set, SL3 type
 - 2x100 mm
 - 4x100 mm

- 6x100 mm
- 8x150 mm
- 12 Piece Spanner Set
 - 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 22 mm
- 10 inch Vice Grip
- Tape Measure 10 m
- Side Cutter 160 mm
- Combination Plier 180 mm
- Sliding T-Bar
- Long Nose Pliers 160mm
- Trimming knife
- 9 Piece Allen Key Set
 - 1.5, 2, 2.5, 3, 4, 5, 6, 8, 10 mm
- 9 piece Torx Key Set
 - T10, 15, 20, 25, 27, 30, 40, 45, 50 mm
- 1 litre sealant glue: item to be compatible with reel cable during repairs

And any other items that are deemed necessary.

3.21 Video overlay device

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

The overlay device is specific to the management software that will be in use, for Wincan, it is the MobileCap H.264. The cost to cover installation. It uses a USB type B connection to USB type A connection to the PC for both power and data. Must be provided with a converter to female S-video

3.22 Additional documentation required

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

4. SKILLS TRANSFER

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

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

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

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

activities.

4.1. Servicel Level Obligations

The training provided, upon request, by the service provider must cover setting up the equipment, operation & control and basic to minor repairs.

The service provider must submit available dates, upon request, within 7 days and start or conduct the training within 30 days.

Training must be conducted by a qualified instructor and must issue a certificate of competency for the city of cape Town's staff once completed.

4.2. CCTV Components

4.2.1. Basic training programme

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

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

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

4.2.2. Troubleshooting simulation

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

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

4.3. Advanced training programme

4.3.1. WinCan VX operation

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

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

5. CCTV SOFTWARE

5.1.1. General

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

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

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

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

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

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

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

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

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

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

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

5.1.2. Levels of service obligations

The service provider must have make available a technical telephonic and email software support, Monday to Friday, 8:00 to 16:00 excluding public holidays.

Major software issues that cause the camera systems and data transmission not to function or become

unstable must be attended to and addressed by the service provider within 5 working days.

All firmware updates, bug fixes, and security patches released by the OEM must be applied to the CCT systems during scheduled maintenance windows at no additional cost to the City.

5.1.3. Technical

Mobile software minimum capabilities	
Data collection	<ul style="list-style-type: none"> • In section • Draw text • Simple crack width/deformation with photo • Viewer • Simple video creation • Map entry • Document management
Data analysis	<ul style="list-style-type: none"> • Rating and grading • GIS analysis • Statistics
Data management	<ul style="list-style-type: none"> • Validator • Data transfer • Be able to generate reports • Meta DB • Control text generator
Video	MPEG 1,2 and 4 Video creation
Measurement modules	<ul style="list-style-type: none"> • Inclination • Diameter & deformation measurement • Multiple inspections
GIS modules	<ul style="list-style-type: none"> • MAP advance or equivalent • ARCGIS integration

Office software minimum capabilities	
Data collection	<ul style="list-style-type: none"> • In section • Manhole • Lateral • Draw text, • Simple crack width/deformation with photo, • Photo assistant • Viewer • Data collection import and export • Simple video creation • Map entry • Document management
Data analysis	<ul style="list-style-type: none"> • Rating and grading • GIS analysis • Statistics

Data management	<ul style="list-style-type: none"> • Validator • Data transfer • Be able to generate reports • Meta DB • Control text generator
Video	<ul style="list-style-type: none"> • MPEG 1,2 and 4 Video creation
Measurement modules	<ul style="list-style-type: none"> • Inclination • Diameter & deformation measurement • Mutiple inspections
GIS modules	<ul style="list-style-type: none"> • MAP advance or equivalent • ARCGIS integration
Report Generation	

5.1.4. Tenderers to adhere to the following:

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

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

5.1.5. The Data Capture

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

- Inclination readings must be taken at least once every 25 milliseconds while the crawler is moving to allow as accurate collection of data as possible. (Actual invert levels must be able to be input into the data and the inclination curve produced fitted to these inverts to increase the accuracy of the inclination curve) Inclination surveys must be able to be carried out on the forward or the reverse journey.
- In addition, the video must be viewable after the survey and additional comments must be able to be made should this be required.
- A pipe graphic must be displayed at all times showing the progress of the camera in the pipe.
- The reporting Standard must be BS-EN13508-2 as amended
- The input of observations must allow for observation code input, selection of an observation from a dropdown list and have a word search function.
- The full description of the observation must be automatically displayed in the capture screen as a reminder to the operator
- In addition, the standard observation photographs from the WRc MSCC5 shall also be displayed onscreen when making an observation

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

- The video must be in the industry standard of MPEG1, MPEG2 or MPEG4 format. The still pictures

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

5.1.6. Manhole Reporting

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

5.1.7. Image Overlays

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

5.1.8. Reports

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

5.1.9. Data Transfer

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

5.1.10. Export

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

5.1.11. GIS and asset management software

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

5.1.12. Seamless transfer of GIS Data

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

5.1.13. Analyst Tool

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

5.1.14. Cloud Solution for secure Viewing (mobile units)

A cloud based access tool must be available where the reports can be uploaded to the cloud which allows authorised viewers to view the reports and print their own reports from the mobile units. That the cloud solution should be covered in the software fee and that there is no additional cost.

5.1.15. Office Based Package

- An office based package must be available to analyse and post process the captured data
- It shall be supplied without capture modules such as Inclination and on screen display as there are capture modules.
- This software must be installed onto a desktop pc supplied by the City to act as the docking station.

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

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

- Project Reference Number
- Type of Survey: Pre-Con / Post Con / Before DLP / End DLP
- Sewer GIS ID
- Upstream and downstream manhole GIS IDs

- Sewer pipe diameter
- Sewer pipe material
- Direction of unit travel
- Road name/location
- Date and time of survey
- CCTV company name
- Upstream and downstream (or —fromll and —toll) manhole GIS numbers of inspected pipe segment
- Automatic update of the unit's chainage position in the pipeline from adjusted zero

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

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

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

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

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

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

The text should be clearly displayed on a contrasting background for approximately 15 seconds

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

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

- Project summary report
- Pipe summary
- Tabular report

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

6. ALLOCATION OF WORK

Subject to operational requirements, Purchase Orders shall ordinarily be offered to the Winner in the first instance.

Where the Winner accepts the Purchase Order and is capable of performing the required services within the required timeframe, the Purchase Order shall be allocated to the Winner.

The appointment of the Alternative Tenderers is intended to ensure operational continuity and uninterrupted service delivery throughout the contract period.

Circumstances Permitting Allocation to Alternative Tenderers

The CCT may allocate a Purchase Order to an Alternative Tenderer where:

- (a) the Winner refuses, rejects or declines a Purchase Order;
- (b) the Winner fails to respond to a Purchase Order within the prescribed period;
- (c) the Winner advises that it lacks the capacity, resources, personnel, equipment, technical capability, software support, OEM support or spare parts necessary to perform the required services;
- (d) a Capacity Failure Event, as contemplated in the SCC, occurs;
- (e) the Winner is unable to meet the required service delivery timeframe;
- (f) the Winner fails to commence performance within the required timeframe;
- (g) the Winner partially performs and operational continuity is reasonably considered to be at risk;
- (h) emergency operational circumstances require immediate intervention;
- (i) repeated non-performance occurs; or
- (j) the CCT reasonably determines that allocation to an Alternative Tenderer is necessary to ensure continuity of service delivery.

Allocation Hierarchy

Where work cannot be allocated to the Winner, the CCT shall ordinarily offer the Purchase Order to Alternative Tenderer 1.

Where Alternative Tenderer 1 is unavailable, unwilling or unable to perform, the CCT may allocate the Purchase Order to Alternative Tenderer 2.

Nothing contained herein shall oblige the CCT to sequentially approach each appointed tenderer where operational urgency, service continuity requirements or emergency circumstances reasonably require immediate allocation.

Performance Management

The continued allocation of Purchase Orders shall be subject to satisfactory contractor performance.

The CCT reserves the right to apply the performance management, penalty, alternative tenderer activation and other contractual remedies contemplated in the SCC where a contractor fails to perform in accordance with the Contract.

7. 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".

8. 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.

9. 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 **R0.00** per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

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

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 Purchaser;

- 5.8.3.4 Comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the CCT Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the Supplier from time to time;
- 5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.
- 5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Supplier of any third party's Intellectual Property rights.
- 5.8.5 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following after clause 5.8:

5.9 Protection of Personal Information Act of 2013

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

- 5.9.1 that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;
- 5.9.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;
- 5.9.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;
- 5.9.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;
- 5.9.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and

that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

5.10 PERFORMANCE MONITORING

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

7. Performance Security

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

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

11. Insurance

Add the following after clause 11.1:

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

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

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

11.2.3 Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the Supplier's broker or the insurance company itself (see the Pro Forma Insurance Broker's Warranty).

11.2.4 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. **NOT APPLICABLE.**

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.

16.6.1 The Advance Payment Schedule applicable to this Contract is set out below. The items of plant and materials which have been identified by the Purchaser as being suitable for advance payment in terms of this Contract are listed in the table below, and for which the Purchaser is prepared to make advance payment to the Supplier, subject to the conditions below. Should an item or items be added to the list at tender stage by a tenderer, no obligation to advance payment shall be incurred by the Purchaser, for such items added by the tenderer except as provided for herein.

Plant and materials which have been manufactured and are stored by the supplier	Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third party manufacturer/supplier, and which may be stored by the supplier:
Not Applicable	

16.6.2 The Supplier can only rely on advance payment being permitted by the Purchaser in respect of the plant and materials listed in the table above. The Purchaser may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Supplier.

- 16.6.3 Advance payment for the purposes of deposits will only be provided up to a limit of **0%** of the value of any one item being claimed.
- 16.6.4 The Supplier shall provide the Purchaser with documentary evidence of the terms and conditions for which a deposit with order is required by a third party manufacturer/supplier, together with the advance payment guarantee.
- 16.6.5 The Supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the Supplier. The Supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the Purchaser upon request, for the whole value of the item.

17. Prices

Add the following after clause 17.1

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Purchaser delegated authority if such was not included in the bid documents.
- 17.3 If as a result of any extension of time granted, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.
- 17.4 Prices are firm and not subject to adjustment

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 as follows:

The Contractor shall attend on-site to assess maintenance-related matters within five (5) working days from the date of issue of the relevant Purchase Order. Failure to comply with this requirement shall result in a penalty equal to 3% per day of the value of the applicable Purchase Order, calculated from the 6th working day after issue of the Purchase Order until the Contractor has attended on-site to conduct the required assessment. The total accumulated penalty shall not exceed 20% of the applicable Purchase Order value.

- 22.2 The Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, financial penalties as contained in the Preference Schedule for breaches of the conditions upon which preference points were awarded.

22.3 Refusal of Purchase Orders

22.3.1 The Contractor shall not unreasonably refuse, reject or decline a Purchase Order issued in accordance with the Contract.

22.3.2 Where the Contractor refuses, rejects or declines a Purchase Order, the Contractor shall provide written reasons within two (2) working days of receipt of the Purchase Order.

22.3.3 The following shall constitute refusal of a Purchase Order:

- (a) written rejection of the Purchase Order;
- (b) failure to acknowledge or respond to the Purchase Order within the prescribed period;
- (c) advising that the Contractor lacks capacity, resources, personnel, equipment, spare parts, software support or technical capability to perform the required services;
- (d) advising that the required services cannot be performed within the required timeframe.

22.4 Capacity Failure

22.4.1 The Contractor shall maintain sufficient resources, personnel, equipment, technical capability and operational capacity throughout the Contract Period.

22.4.2 Any inability to perform the required services due to a lack of capacity, resources, personnel, equipment, spare parts, software support or technical capability shall constitute a Capacity Failure Event.

22.5 Activation of Alternative Tenderer

22.5.1 The Purchaser may allocate work to an Alternative Tenderer where:

- (a) a Purchase Order is refused;
- (b) a Capacity Failure Event occurs;
- (c) the Contractor fails to respond within the prescribed period;
- (d) emergency operational requirements necessitate immediate intervention;
- (e) repeated non-performance occurs; or
- (f) operational continuity is reasonably considered to be at risk.

22.5.2 The allocation of work to an Alternative Tenderer shall not relieve the Contractor from any obligations arising from previous accepted Purchase Orders.

22.6 Repeated Refusal

22.6.1 Two (2) refusals within a rolling six (6) month period or three (3) refusals within a rolling twelve (12) month period shall constitute Repeated Refusal.

22.6.2 Where Repeated Refusal occurs, the Purchaser may:

- (a) suspend allocation of future Purchase Orders;
- (b) allocate future work directly to an Alternative Tenderer;
- (c) require submission of a corrective action plan;
- (d) institute performance management measures in accordance with the Contract.

22.7 Recovery of Additional Costs Where work is allocated to an Alternative Tenderer due to refusal of a Purchase Order, Capacity Failure Event or non-performance by the Contractor, the Purchaser reserves the right to recover any demonstrable additional costs incurred as a direct consequence thereof, subject to applicable law.

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))

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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.
- 1.3 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 penalty for this contract shall be as follows:

The Contractor shall attend on-site to assess maintenance-related matters within five (5) working days from the date of issue of the relevant Purchase Order. Failure to comply with this requirement shall result in a penalty equal to 3% per day of the value of the applicable Purchase Order, calculated from the 6th working day after issue of the Purchase Order until the Contractor has attended on-site to conduct the required assessment. The total accumulated penalty shall not exceed 20% of the applicable Purchase Order value.

- 22.2 The Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, financial penalties as contained in the Preference Schedule for breaches of the conditions upon which preference points were awarded.

22.3 Refusal of Purchase Orders

22.3.1 The Contractor shall not unreasonably refuse, reject or decline a Purchase Order issued in accordance with the Contract.

22.3.2 Where the Contractor refuses, rejects or declines a Purchase Order, the Contractor shall provide written reasons within two (2) working days of receipt of the Purchase Order.

22.3.3 The following shall constitute refusal of a Purchase Order:

- (a) written rejection of the Purchase Order;
- (b) failure to acknowledge or respond to the Purchase Order within the prescribed period;
- (c) advising that the Contractor lacks capacity, resources, personnel, equipment, spare parts, software support or technical capability to perform the required services;
- (d) advising that the required services cannot be performed within the required timeframe.

22.4 Capacity Failure

22.4.1 The Contractor shall maintain sufficient resources, personnel, equipment, technical capability and operational capacity throughout the Contract Period.

22.4.2 Any inability to perform the required services due to a lack of capacity, resources, personnel, equipment, spare parts, software support or technical capability shall constitute a Capacity Failure Event.

22.5 Activation of Alternative Tenderer

22.5.1 The Purchaser may allocate work to an Alternative Tenderer where:

- (a) a Purchase Order is refused;
- (b) a Capacity Failure Event occurs;
- (c) the Contractor fails to respond within the prescribed period;
- (d) emergency operational requirements necessitate immediate intervention;
- (e) repeated non-performance occurs; or
- (f) operational continuity is reasonably considered to be at risk.

22.5.2 The allocation of work to an Alternative Tenderer shall not relieve the Contractor from any obligations arising from previous accepted Purchase Orders.

22.6 Repeated Refusal

22.6.1 Two (2) refusals within a rolling six (6) month period or three (3) refusals within a rolling twelve (12) month period shall constitute Repeated Refusal.

22.6.2 Where Repeated Refusal occurs, the Purchaser may:

- (a) suspend allocation of future Purchase Orders;
- (b) allocate future work directly to an Alternative Tenderer;
- (c) require submission of a corrective action plan;
- (d) institute performance management measures in accordance with the Contract.

22.7 Recovery of Additional Costs Where work is allocated to an Alternative Tenderer due to refusal of a Purchase Order, Capacity Failure Event or non-performance by the Contractor, the Purchaser reserves the right to recover any demonstrable additional costs incurred as a direct consequence thereof, subject to applicable law.

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.: **16S/2026/27**

TENDER DESCRIPTION: TERM TENDER FOR THE REPAIR, MAINTENANCE, CALIBRATION, SOFTWARE SUPPORT AND SUPPLY OF REPLACEMENT COMPONENTS FOR PIPELINE INSPECTION EQUIPMENT

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)	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												
15												
16												
17												
18												
19												
20												

0 0 R -

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

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

Annexure C - Pro Forma Performance Security / Guarantee – **NOT USED**

GUARANTEE PERFORMANCE SECURITY

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

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

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

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

PERFORMANCE GUARANTEE

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Annexure D - Pro Forma Advance Payment Guarantee – NOT USED

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

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

Amount in words:

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

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

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

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

Amount in words:

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

Guarantee is called up in terms of 5; or

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

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

Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment

NOT APPLICABLE

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 80/20 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	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

The following definitions shall apply to this schedule:

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

Or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

POINTS AWARDED FOR PRICE

A maximum of 80 points is allocated for price on the following basis:

80/20

Or

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 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:

5.2 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 Allocated (80/20 system)	Number of points claimed (90/10 system)	Number of points claimed (80/20 system)
Promotion of Micro and Small Enterprises	4	8		
Enterprise Supplier Development and Socio-Economic Development	3	6		
Skills Development <u>OR</u> Employee Share Scheme	3	6		

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm.....

5.4 Company registration number:

5.5 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]

5.6 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	

As per Table 2	Amount Declared (excluding VAT)
(v) Total Skills Development Expenditure	
(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>
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	<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 option).</p> <p>(c) Name of enterprise as per enterprise registration documents issued by CIPC, where applicable, and enterprise business address.</p> <p>(d) Amounts as per Table 2 must be inserted (No blank spaces to be left).</p> <p>(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).</p> <p>(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).</p> <p>(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).</p> <p>(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.</p> <p>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.</p>
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For official use.		
SIGNATURE OF CCT OFFICIALS AT TENDER OPENING		
1.	2.	3.

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	
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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 **16S/2026/27 - TERM TENDER FOR THE REPAIR, MAINTENANCE, CALIBRATION, SOFTWARE SUPPORT AND SUPPLY OF REPLACEMENT COMPONENTS FOR PIPELINE INSPECTION 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

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:

1. Proof of completion of relevant projects, in the form of completion certificates, completion letters, or equivalent documentation, for all projects claimed by the Tenderer. Contactable references must be provided for each project.
2. Curriculum Vitae (CVs) of Technician / Specialist and Supervisor / Project Lead. Each CV must include contactable references.

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

Date

Schedule F.13.1: Schedule of company relevant experience

Tenderer should demonstrate that they have a minimum of two (2) years (within the past ten (10) years) of relevant experience in the repair, replacement, servicing or maintenance of pipeline inspection equipment or specialised pipeline inspection equipment and associated systems.

Ambiguous, vague, or unclear statements made in the Tenderer's submission will not be considered.

The Tenderer shall provide, in the tables below, detailed proof of their relevant experience, including supporting documentation such as appointment letters, purchase orders, reference letters and contract or project completion certificates.

Proof of completion of relevant projects: Project XX (Example)	
Contract No:	WP/123/2022
Project Description	Supply of gas detector,
Client	XYZ Town Council
Project Value	R5 000 000.00
Date of commencement	01 January 2022
Date of completion	01 January 2025
Contact reference name	Mr John Doe
Reference Position	Client/ Contracts Manager
Reference email	john@towncouncil.gov.za
Reference contact number	021 123 4567
Supporting documents attached? (Yes/No)	Yes

Proof of completion of relevant projects: Project 1	
Contract No	
Project Description	
Client	
Project Value	
Date of commencement	
Date of completion	
Contact reference name	
Reference Position	
Reference email	
Reference contact number	
Supporting documents attached? (Yes/No)	

Proof of completion of relevant projects: Project 2	
Contract No	
Project Description	
Client	
Project Value	
Date of commencement	
Date of completion	
Contact reference name	
Reference Position	
Reference email	
Reference contact number	
Supporting documents attached? (Yes/No)	

Proof of completion of relevant projects: Project 3	
Contract No	
Project Description	
Client	
Project Value	
Date of commencement	
Date of completion	
Contact reference name	
Reference Position	
Reference email	
Reference contact number	
Supporting documents attached? (Yes/No)	

Proof of completion of relevant projects: Project 4	
Contract No	
Project Description	
Client	
Project Value	
Date of commencement	
Date of completion	
Contact reference name	
Reference Position	
Reference email	
Reference contact number	
Supporting documents attached? (Yes/No)	

Proof of completion of relevant projects: Project 5	
Contract No	
Project Description	
Client	
Project Value	
Date of commencement	
Date of completion	
Contact reference name	
Reference Position	
Reference email	
Reference contact number	
Supporting documents attached? (Yes/No)	

Proof of completion of relevant projects: Project 6	
Contract No	
Project Description	
Client	
Project Value	
Date of commencement	
Date of completion	
Contact reference name	
Reference Position	
Reference email	
Reference contact number	
Supporting documents attached? (Yes/No)	

Proof of completion of relevant projects: Project 7	
Contract No	
Project Description	
Client	
Project Value	
Date of commencement	
Date of completion	
Contact reference name	
Reference Position	
Reference email	
Reference contact number	
Supporting documents attached? (Yes/No)	

Proof of completion of relevant projects: Project 8	
Contract No	
Project Description	
Client	
Project Value	
Date of commencement	
Date of completion	
Contact reference name	
Reference Position	
Reference email	
Reference contact number	
Supporting documents attached? (Yes/No)	

Proof of completion of relevant projects: Project 9	
Contract No	
Project Description	
Client	
Project Value	
Date of commencement	
Date of completion	
Contact reference name	
Reference Position	
Reference email	
Reference contact number	
Supporting documents attached? (Yes/No)	

Proof of completion of relevant projects: Project 10	
Contract No	
Project Description	
Client	
Project Value	
Date of commencement	
Date of completion	
Contact reference name	
Reference Position	
Reference email	
Reference contact number	
Supporting documents attached? (Yes/No)	

If further space is required, the details can be completed on a separate sheet using the same format.

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

Note:

1. The Tenderer shall provide, in the tables above, detailed proof of their relevant experience, including supporting documentation such as appointment letters, purchase orders, reference letters and contract or project completion certificates.
2. The onus is on the tenderer to ensure that the contact details provided for the relevant Employers are correct as failure to do so may prejudice the assessment of the tenderer's experience.

.....
Signed on Behalf of Tenderer
(by person authorised to sign on behalf of the Tenderer)

.....
Date

Schedule F.13.2: Schedule of key staff members – Technician / Specialist

Tenderers are required to demonstrate, in the table below, the experience of their Technician / Specialist in the maintenance, repair, servicing, or operation of pipeline inspection equipment or specialised pipeline inspection equipment and associated systems.

Tenderers must submit supporting evidence (such as CVs, project references, or competency records, qualifications and certificates) to substantiate the experience claimed.

TECHNICIAN / SPECIALIST	NAMES: IDENTITY NUMBER:			
EMPLOYER (NAME, TEL No. AND EMAIL ADDRESS)	DESCRIPTION OF ROLE (CLEARLY STIPULATE EXPERIENCE IN MAINTENANCE, REPAIR, SERVICING, OR OPERATION OF PIPELINE INSPECTION EQUIPMENT OR SIMILAR SPECIALISED MECHANICAL INSPECTION SYSTEMS)	POSITION HELD	RESOURCE START DATE	RESOURCE END DATE
Employer 1: Contact Person: Tel No. Email:	Contract Number: Description:			

Note:

1. The Tenderer shall provide, in the table above, the experience of their Technician / Specialist in the maintenance, repair, servicing, or operation of pipeline inspection equipment or specialised pipeline inspection equipment and associated systems.
2. The onus is on the tenderer to ensure that the contact details provided for the relevant Employers are correct as failure to do so may prejudice the assessment of the tenderer’s experience.

.....
 Signed on Behalf of Tenderer
(by person authorised to sign on behalf of the Tenderer)

.....
 Date

Schedule F.13.3: Schedule of key staff members – Supervisor / Project Lead

Tenderers are required to demonstrate, in the table below, the experience of their Supervisor / Project Lead in the maintenance, repair, servicing, or operation of pipeline inspection equipment or specialised pipeline inspection equipment and associated systems.

Tenderers must submit supporting evidence (such as CVs, project references, or competency records, qualifications and certificates) to substantiate the experience claimed.

TECHNICIAN / SPECIALIST	NAMES: IDENTITY NUMBER:			
EMPLOYER (NAME, TEL No. AND EMAIL ADDRESS)	DESCRIPTION OF ROLE (CLEARLY STIPULATE EXPERIENCE IN MAINTENANCE, REPAIR, SERVICING, OR OPERATION OF PIPELINE INSPECTION EQUIPMENT OR SIMILAR SPECIALISED MECHANICAL INSPECTION SYSTEMS)	POSITION HELD	RESOURCE START DATE	RESOURCE END DATE
Employer 1: Contact Person: Tel No. Email:	Contract Number: Description:			

Note:

1. The Tenderer shall provide, in the table above, the experience of their Supervisor / Project Lead in the maintenance, repair, servicing, or operation of pipeline inspection equipment or specialised pipeline inspection equipment and associated systems.
2. The onus is on the tenderer to ensure that the contact details provided for the relevant Employers are correct as failure to do so may prejudice the assessment of the tenderer’s experience.

.....
 Signed on Behalf of Tenderer
 (by person authorised to sign on behalf of the Tenderer)

.....
 Date

Schedule F.14: Appeal Application
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OFFICIAL RECEIPT
(Valid only if printed
by official cash
receipting machine)

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

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

GL DATA CAPTURE RECEIPT
(CASHIER TO RETAIN A COPY)

RECEIPT NO:

DATE: _____

SAP GL:

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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
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SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

EMAIL; MSA.Appeals@capetown.gov.za

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM

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