


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: 160G/2024/25
TENDER DESCRIPTION: MANUFACTURE, TESTING, SUPPLY, DELIVERY AND/OR INSTALLATION OF BATTERY CHARGERS AND BATTERY CELLS, AND DISPOSAL OF USED BATTERY CELLS
CONTRACT PERIOD: NOT EXCEEDING THIRTY-SIX (36) MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT

CLOSING DATE	26 February 2025
CLOSING TIME	10:00 am
TENDER BOX NUMBER	192
TENDER FEE	R200.00

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

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

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

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

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THE TENDER

T.1 GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : 24 January 2025
- CLARIFICATION MEETING** : Time: 10h00 to 11h30 on Date:5 February 2025
(Not compulsory, but strongly recommended)
- VENUE FOR CLARIFICATION MEETING** : Online via Microsoft Teams:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDkwMDcwYmEtODliZC00MDY4LTliYWYtNjFkYWQ4NmZkYTE5%40thread.v2/0?context=%7b%22Tid%22%3a%22ff731495-b3c8-44b3-93f8-6fca8fc5a699%22%2c%22Oid%22%3a%223a16ed4b-baac-40d6-98ab-8b23175b897b%22%7d
- 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: 160G/2024/25 : MANUFACTURE, TESTING, SUPPLY, DELIVERY AND/OR INSTALLATION OF BATTERY CHARGERS AND BATTERY CELLS, AND DISPOSAL OF USED BATTERY CELLS**”, 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** **SCM** Email: SCM.Energy@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 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

Unless otherwise stated in the Conditions of Tender, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points per basket with the exception of Category F items.

Tenderers bidding for any Items in each basket must tender for all Items in that basket. An item which no rate is 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, will be evaluated as a nil rate having been entered against that item, i.e. that there is no charge for that item.

Items detailed in **Category A, B, C, D and E** in accordance with the following baskets will be evaluated together per basket and each basket be awarded accordingly to the successful tenderer:

Basket A: **Items A1 – A9, D4 - D6 and E1**

Basket B: **Items B1 – B16, D1, D2, D7 and D8**

Basket C: **Items C1 – C7, D9 and D10**

Spares Items detailed in **Category F** will be awarded to the successful tenderer for the respective Baskets A, B and C above subject to price benchmarking.

The CCT intends to appoint two tenderers for all items and services (the highest ranked tenderer ("the Winner" (Main Contractor)) and in addition an "Alternative" (Alternative Contractor), where possible offering goods from an alternative manufacturer) for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

Purchase Orders will in the first instance be placed by the CCT with the Winner.

Should the Winner (Main Contractor) not be able to meet the contractual commitments relating to a particular order or orders, either in terms of delivery performance or of compliance with the requirements of the specification, the Contractor shall advise the CCT within 5 working days of receipt of the order(s). The purchase order(s) will thereafter be cancelled and orders placed with the Alternative Contractor.

Should the Winner continually fail to meet the contractual commitments the CCT reserves the right to initiate the Default process, during which the Contractor will be afforded an opportunity to address in consultation with the CCT his contract performance and failure to meet the contractual commitments.

During the course of any such Default process the CCT reserves the right to place with the Alternative Contractor instead of the Winner and shall retain this right until such time as the Winner has either corrected the non-compliance with the contractual commitments or has provided a proposal to correct the non-compliance with the contractual commitments that is to the satisfaction of the CCT.

In the event that the Winner is formally placed in Default in terms of the contract the contract shall be placed with the Alternative Contractor for the balance of the contract period.

The contract period shall be for a period **not exceeding 36 (thirty six) months** from the date of commencement which will be no earlier than 1 April 2026.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Standby Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the CCT, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i. Must be in writing
 - ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant's rights were affected by the decision;
 - iv. It must state the remedy sought; and
 - v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant CCT appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

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

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

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

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

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

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

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

this clause 2.1.6.6 above) is a party.

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

2.1.6.7 Compliance to the CCTs Appeals Policy.

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

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

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

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

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

2.1.7 CCT Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

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

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

Not Applicable

2.2.1.1.4 Minimum score for functionality

Not Applicable

2.2.1.1.5 Eligibility referring to specification

Compliance with the Specification

In order to be declared responsive, the tenderer must comply fully with the specifications outlined in the tender documents. The tenderer's attention is specifically drawn to the following sections of the specifications:

- Section 5 : QUALITY, DESIGN & EXECUTION,
- Section 6 : GENERAL,
- Section 7 : BATTERY CELL CHARGING UNIT DESIGN,
- Section 8 : BATTERY CELLS & CELLS,
- Section 15 : PARTICULARS and
- Section 17 : TESTS AND INSPECTIONS

In addition to the above, the tenderer is required demonstrate compliance with the full extent of the technical specifications. In order to be evaluated for compliance with the technical specifications, the tenderer must complete **Schedule F.13**. It is the responsibility of the tenderer to fully and accurately complete this schedule.

Any tender submissions that are found to be materially non-compliant to the Specification for one or more of the items tendered in accordance with 2.3.7 of the Conditions of Tender, and following any necessary clarification in accordance with 2.3.9 the Conditions of Tender, shall be declared non-responsive for the respective items.

2.2.1.1.6 Provision of samples

Not Applicable

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

The tenderer shall obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender document(s) by reference.

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

2.2.12.1 The tenderer is required to submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Conditions of Contract and described in the Specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Tender Returnable Documents duly completed and signed will be declared responsive.

2.2.12.2 The tenderer shall return the entire tender document to the CCT after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

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

2.2.12.4 Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information (i.e., item T.1 above), as well as the tenderer's name and contact address.

2.2.12.5 The tenderer shall seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender

Information. . If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as “ORIGINAL” and “COPY” in addition to the aforementioned tender submission details.

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

2.2.12.7 Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.

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

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

In circumstances where the validity period of a tender has expired, and the tender has not been awarded, the tender process is considered “completed”, despite there being no decision (award or cancellation) made. This anomaly does not fall under any of the listed grounds of cancellation and should be treated as a “non-award”. A “non award” is supported as a recommendation to the CCT’s Bid 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.

2.3 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 Not Applicable

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)**:

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 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:

$$P_s = 80 \times \left(1 - \frac{(P_t - P_{min})}{P_{min}} \right)$$

Where: P_s 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>Equal/ below R50 mil</i>	Evidence	Additional Guidance
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>				
1	Gender are women (ownership)* >75% - 100% women ownership: 5 points >50% - 75% women ownership: 4 points >25% - 50% women ownership: 3 points >0% - 25% women ownership: 2 points 0% women ownership = 0 points	5	<ul style="list-style-type: none"> Company Registration Certification Central Supplier Database report 	<ul style="list-style-type: none"> Issued by the Companies and Intellectual Property Commission Report name: CSD Registration report
2	Race are black persons (ownership)* >75% - 100% black ownership: 5 points >50% - 75% black ownership: 4 points >25% - 50% black ownership: 3 points >0% - 25% black ownership: 2 points 0% black ownership = 0 points	5	<ul style="list-style-type: none"> B-BBEE certificate; Company Registration Certification Central Supplier Database report 	<ul style="list-style-type: none"> South African National Accreditation System approved certificate or commissioned sworn affidavit Issued by the Companies and Intellectual Property Commission Report name: CSD Registration report
3	Disability are disabled persons (ownership)* <i>WHO disability guideline</i> >2% ownership: 3 points >0% - 2% ownership: 1.5 point 0% ownership = 0 points	3	<ul style="list-style-type: none"> Proof of disability Company Registration Certification 	<ul style="list-style-type: none"> Medical certificate/ South African Revenue Services disability registration Issued by the Companies and Intellectual Property Commission
<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>				
4	Promotion of Micro and Small Enterprises <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> <i>SME partnership, sub-contracting, joint venture or consortiums</i>	7	<ul style="list-style-type: none"> B-BBEE status level of contributor; South African owned enterprises; Financial Statement to determine annual turnover 	<ul style="list-style-type: none"> Specifically in line with the respective sector codes which the company operates, South African National Accreditation System approved certificate or commissioned sworn affidavit Certificate of incorporation or commissioned sworn affidavit Latest financial statements (1 Year)
	Total points	20		

*Ownership: main tendering entity

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 a Standby Bidder 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 in 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 23 of 80

TENDER NO: 160G/2024/25
TENDER DESCRIPTION: MANUFACTURE, TESTING, SUPPLY, DELIVERY AND/OR INSTALLATION OF BATTERY CHARGERS AND BATTERY CELLS, AND DISPOSAL OF USED BATTERY CELLS
CONTRACT PERIOD: NOT EXCEEDING THIRTY-SIX (36) MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT

THE CONTRACT

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

AND

SUPPLIER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The “Supplier” / “tenderer”)	
TRADING AS (if different from above)	
REGISTRATION NUMBER	
PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANI ET EXECTUANDI OF THE SUPPLIER	
AUTHORISED REPRESENTATIVE	
CAPACITY OF AUTHORISED REPRESENTATIVE	

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

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

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

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

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

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

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER NO: 160G/2024/25 : MANUFACTURE, TESTING, SUPPLY, DELIVERY AND/OR INSTALLATION OF BATTERY CHARGERS AND BATTERY CELLS, AND DISPOSAL OF USED BATTERY CELLS

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

The tenderer, identified in the offer signature table below,

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NO: 160G/2024/25 : MANUFACTURE, TESTING, SUPPLY, DELIVERY AND/OR INSTALLATION OF BATTERY CHARGERS AND BATTERY CELLS, AND DISPOSAL OF USED BATTERY CELLS

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

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the Commencement Date, and the contract period shall be for a maximum period of 36 months.

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

**TENDER NO: 160G/2024/25 : MANUFACTURE, TESTING, SUPPLY,
DELIVERY AND/OR INSTALLATION OF BATTERY CHARGERS AND
BATTERY CELLS, AND DISPOSAL OF USED BATTERY CELLS**

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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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)

**TENDER NO: 160G/2024/25 : MANUFACTURE, TESTING, SUPPLY,
DELIVERY AND/OR INSTALLATION OF BATTERY CHARGERS AND
BATTERY CELLS, AND DISPOSAL OF USED BATTERY CELLS**

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)

Contract Commencement date - Notwithstanding clause 1.1A of the Special Conditions of Contract, the commencement date shall be no earlier than 1 April 2026.

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/Mandatar y/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 "OHS A") 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
OHS A and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHS A 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

Mandatar y

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

Witness

for and on behalf of
CCT

C.4 PRICE SCHEDULE

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

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

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 All Items will be evaluated and awarded as on the basis laid out in the Conditions of Tender.
- 5.6 Tenderers bidding for any Items in each basket must tender for all Items in that basket. An item which no rate is 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, will be evaluated as a nil rate having been entered against that item, i.e. that there is no charge for that item.
- 5.6.1 Items detailed in **Category A, B, C, D and E** in accordance with the following baskets will be evaluated together per basket and each basket be awarded accordingly to the successful tenderer:
- Basket A: **Items A1 – A9, D4 - D6 and E1**
- Basket B: **Items B1 – B16, D1, D2, D7 and D8**
- Basket C: **Items C1 – C7, D9 and D10**
- 5.6.2 Spares Items detailed in **Category F** will be awarded to the successful tenderer for the respective baskets A, B and C above subject to price benchmarking.
- 5.7 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 Special Conditions of Contract.
- 5.8 **The City of Cape Town intends to appoint a "Winner" (Main Contractor) and a "Alternative" (Alternative Contractor) (who has offered equipment from an alternative manufacturer, where possible) for each item. Refer to Clause 2.1.5.1 of the Conditions of Tender for full details.**

INITIALS OF CITY OFFICIALS		
1	2	3

SCHEDULE

(To be completed by Tenderer)

Item No.	Description	Unit of Measurement	SAP Commodity Code	Unit price delivered and Off-loaded (Excluding value-added tax) (R)	Specified Delivery Period from date of Official Purchase Order (Weeks)	Tendered Delivery Period from date of Official Purchase Order (Weeks)
Item Category A: Battery Bank Charging Units						
A1	110V, 10A Nickel Cadmium battery charger unit with an intergrated battery cabinet	Each	200013469	R	10	
A2	110V, 20A Nickel Cadmium battery charger unit with an intergrated battery cabinet	Each	200026762	R	10	
A3	30V, 10A Nickel Cadmium battery charger unit with an intergrated battery cabinet	Each	61308000279145	R	10	
A4	30V, 20A Nickel Cadmium battery charger unit with an intergrated battery cabinet	Each	200013481	R	10	
A5	110V, 30A Lead Acid battery charger unit	Each	500001065	R	10	
A6	110V, 50A Lead Acid battery charger unit	Each	500001067	R	10	
A7	Additional DC distribution module for item A5 – A6.	Each	500001070	R	10	
A8	Wall mounted box with fuse-switch for 110 V Lead Acid battery bank.	Each	500001092	R	10	
A9	Load transfer and battery cell parallel switch for use with dual Nickel Cadmium battery bank systems.	Each	500014021	R	10	
Item Category B: Lead Acid Battery Cells and Accessories						
B1	50Ah Lead Acid Battery Cell	Each	TBA	R	10	
B2	100Ah Lead Acid Battery Cell	Each	TBA	R	10	
B3	150Ah Lead Acid Battery Cell	Each	TBA	R	10	
B4	200Ah Lead Acid Battery Cell	Each	TBA	R	10	

B5	250Ah Lead Acid Battery Cell	Each	TBA	R	10	
B6	300Ah Lead Acid Battery Cell	Each	TBA	R	10	
B7	350Ah Lead Acid Battery Cell	Each	TBA	R	10	
B8	400Ah Lead Acid Battery Cell	Each	TBA	R	10	
B9	450Ah Lead Acid Battery Cell	Each	TBA	R	10	
B10	500Ah Lead Acid Battery Cell	Each	TBA	R	10	
B11	550Ah Lead Acid Battery Cell	Each	TBA	R	10	
B12	Wooden Battery Bank Stand for 55 Lead Acid Battery 100Ah to 150Ah Cells:	Each	500014027	R	10	
B13	Wooden Battery Bank Stand for 55 Lead Acid Battery 200Ah to 300Ah Cells:	Each	500001091	R	10	
B14	Wooden Battery Bank Stand for 55 Lead Acid Battery Cells: 350Ah to 450Ah	Each	500014028	R	10	
B15	Wooden Battery Bank Stand for 55 Lead Acid Battery Cells: 500Ah to 550Ah	Each	500014029	R	10	
B16	Battery Cell Discharge Unit, portable, multi-technology, with all accessories as specified	Each	500014032	R	10	
Item Category C: Nickel Cadmium Battery Cells						
C1	10Ah Nickel Cadmium Battery cells	Each	TBA	R	10	
C2	20Ah Nickel Cadmium Battery cells.	Each	TBA	R	10	
C3	30Ah Nickel Cadmium Battery cells.	Each	TBA	R	10	
C4	40Ah Nickel Cadmium Battery cells.	Each	TBA	R	10	

C5	50Ah Nickel Cadmium Battery cells.	Each	TBA	R	10	
C6	60Ah Nickel Cadmium Battery cells.	Each	TBA	R	10	
C7	70Ah Nickel Cadmium Battery cells.	Each	TBA	R	10	
Item Category D: Installation, Test, Commissioning, and/or Decommissioning and Diposal Services						
D1	Install 110 V Lead Acid battery bank and battery cell stands.	Each	-	R	2	
D2	Test and commission 110 V Lead Acid battery bank (incl, charge and discharge tests on battery cell) .	Each	-	R	2	
D3	Install, test and commission 110 V Lead Acid charger unit.	Each	-	R	2	
D4	Install and terminate free issue multicore cable between charger and battery bank.	Each	-	R	2	
D5	Supply and install load MCB into existing battery cell charger (including small panel wiring).	Each	-	R	2	
D6	Install load transfer and battery cell parallel switches for use with dual Nickel Cadmium battery bank systems.	Each	-	R	10	
D7	Decommission 110V Lead Acid Battery Bank.	Each	-	R	2	
D8	Disposal of 110V Lead Acid Battery Bank from site.	Each	-	R	2	
D9	Decommission 110V NiCad Battery Bank.	Each	-	R	2	
D10	Disposal of 110V NiCad Battery Bank from site.	Each	-	R	2	
Item Category E: Training						
E1	Training Course (Comprising 5x single day training sessions, on consecutive working days, for a maximum of 15 persons per session, as specified in the relevant section and clauses of the Technical Specification)	Each	-	R	4	

Item Category F: SPARES						
	Recommended spares for charger and DC distribution module. One spare card /module/ component of each type: (Tenderer to list and price individually)					
F1	Spare item 1:	Each	-	R	10	
F2	Spare item 2:	Each	-	R	10	
F3	Spare item 3:	Each	-	R	10	
F4	Spare item 4:	Each	-	R	10	
F5	Spare item 5:	Each	-	R	10	
F6	Spare item 6:	Each	-	R	10	
F7	Spare item 7:	Each	-	R	10	
F8	Spare item 8:	Each	-	R	10	
F9	Spare item 9:	Each	-	R	10	
F10	Spare item 10:	Each	-	R	10	

TENDERER NAME _____

SIGNED ON BEHALF OF TENDERER _____

C.5 SPECIFICATION(S)

SPECIFICATION CEE 50

FOR

MANUFACTURE, TESTING, SUPPLY, DELIVERY AND/OR INSTALLATION OF BATTERY CHARGERS AND BATTERY CELLS, AND DISPOSAL OF USED BATTERY CELLS

2 SCOPE OF SPECIFICATION

- 2.1 This specification provides for the manufacture, testing, supply, delivery and/or installation of battery chargers and battery cells, and disposal of used battery cells and battery stands.

3 DEFINITIONS

The following definitions shall apply to this specification:

- 3.1 **Employer** shall mean the City of Cape Town, represented by the Director: Electricity Generation and Distribution and/or such other official or officials duly authorised thereto by the Director: Electricity Generation and Distribution.
- 3.2 **Engineer** shall mean the Director: Electricity Generation and Distribution or his duly appointed representative, or a firm of Consulting Engineers or other body appointed to act on behalf of the Director: Electricity Generation and Distribution.
- 3.3 **Lead Acid** shall refer to a Vented lead acid Battery cell using lead and lead dioxide plates in a diluted sulphuric acid electrolyte open to atmosphere via vent caps.
- 3.4 **Nickel Cadmium (Nicad)** shall refer to Vented nickel cadmium Battery cell using nickel hydroxide and cadmium hydroxide plates in a potassium hydroxide electrolyte open to atmosphere via vent caps.

4 NORMATIVE REFERENCES

- 4.1 The following documents contain provisions that, whether referenced in the text or not, constitute requirements of this specification. At the time of publication, the editions indicated were valid. All standards and specifications are subject to revision, and parties to agreements based on this specification are encouraged to investigate the possibility of applying the most recent editions of the documents listed below.
- 4.1.1 SANS 1091 National colour standard
- 4.1.2 SANS 1186-1 Symbolic safety signs Part 1: Standard signs and general requirements

4.1.3	SANS 1507-1	Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1900/3300 V)F
4.1.4	SANS 1507-2	Electrical cables with extruded solid dielectric insulation for fixed installation (300/500 V to 1 900/ 3 300) Part 2: Wiring Cables
4.1.5	SANS 1652	Battery chargers – Industrial Type
4.1.6	SANS 1885-2015	Metal-clad switchgear for rated a.c. voltages above 1 kV and up to and including 24 kV – Part 2: Standardised panels
4.1.7	SANS/ISO 9000	Quality management and quality assurance standards – guidelines or selection and use
4.1.8	SANS/ISO 9001	Quality systems – model for quality assurance in design, development, production, installation and servicing
4.1.9	SANS/ISO 9002	Quality systems – model for quality assurance in production, installation and servicing
4.1.10	SANS/ISO 9003	Quality systems – model for quality in final inspection and test
4.1.11	SANS 10231	Transport of dangerous good – Operational requirements for road vehicles
4.1.12	SANS 10187-8	Load securement on vehicles – Dangerous goods
4.1.13	SANS 10228	Identification and classification of dangerous goods for transport by road and rail
4.1.14	SANS 60269-1	Low voltage fuses
4.1.15	SANS 60335-2-29	Household and similar electrical appliances – Safety Part 2-29: Particular requirements for battery chargers
4.1.16	SANS 60529	Degree of Protection provided by Enclosures (IP Code)
4.1.17	SANS 60623	Secondary cells and battery cells containing alkaline or other non-acid electrolytes – Vented Nickel Cadmium prismatic rechargeable single cells
4.1.18	SANS 60896-11	Stationary lead-acid battery cells – Part 11 : Vented types – General requirements and methods of test
4.1.19	SANS 60896-21	Stationary lead-acid battery cells – Valve regulated (VRLA) types – Methods of test
4.1.20	SANS 60896-22	Stationary lead-acid battery cells – Valve regulated (VRLA) types – Requirements
4.1.21	SANS 60947-2	Low voltage switchgear and control gear – Part 2: Circuit-breakers

- 4.1.22 SANS 60947-7-1 Low voltage switchgear and control gear – Part 7-1: Ancillary equipment – Terminal blocks for copper conductors
- 4.1.23 IEC 60146-2 Semiconductor converters Part 2 – Self-commutated semiconductor converters including direct d.c. converters
- 4.1.24 IEC 60255-4 Single input energizing quantity measuring relays with dependant specified time
- 4.1.25 IEC 60255-5 Electrical relays – Part 5: Insulation coordination for measuring relays and protection equipment – Requirements and tests
- 4.1.26 IEC 60255-22-1 Measuring relays and protection equipment – Part 22-1: Electrical disturbance tests – 1 MHz burst immunity tests
- 4.1.27 IEC 60898-2 Circuit-breakers for overcurrent protection for household and similar installations – Part 2: Circuit-breakers for a.c. and d.c. operation
- 4.1.28 IEC 60989 Separating transformers, auto transformers, variable transformers and reactors
- 4.1.29 NRS 040 High voltage operating regulations
- 4.1.30 IEEE 1115 Recommended Practice for Sizing Nickel Cadmium Battery cells for Stationary Applications
- 4.1.31 SANS/ISO 14001 Environmental Management Systems
- 4.2 Note that the national equivalent of IEC standards are generally the same but may include specific variations to be taken into account. Information on currently valid national and international standards can be obtained from the South African Bureau of Standards.
- 4.3 Reference to a particular standard or recommendation in this specification does not relieve the manufacturer of the necessity of the work complying with other relevant standards or recommendations.
- 4.4 The design features of all equipment shall be based on the SI system of units.
- 4.5 Tenderers offering equipment to standards other than those mentioned above might be considered provided it is clearly indicated in which respects the equipment offered does not comply and the likely consequences of such non-compliance.

5 COMPLIANCE WITH REGULATIONS

- 5.1 All apparatus and materials supplied shall comply with the current requirements of the Republic of South Africa's Occupational Health and Safety Act, Act 85 of 1993 as amended, and the Regulations issued thereunder and any regulations issued in modification or substitution thereof. In addition, they shall comply with any other requirements having the force of law to which the Municipality is subject.

6 **QUALITY, DESIGN AND EXECUTION**

- 6.1 All apparatus should comply with this Specification. Any departures from the requirements of this Specification shall be stated in the Tenderer's Covering Letter and in the Schedules and may be accepted at the Engineer's discretion.
- 6.2 No departure shall be implemented without the prior approval of the Engineer.
- 6.3 The equipment shall comply with the particulars and guarantees stated in the Schedules.
- 6.4 The battery bank charging units and battery cells manufacturer(s) shall have proven and acceptable experience in the manufacture of equipment of the type offered, and shall have a service record thoroughly demonstrating the reliability and quality of the equipment offered. The equipment offered shall comprise the Manufacturer's standard equipment. Only proven design and construction methods and principles will be acceptable.
- 6.5 The Manufacturer's quality assurance system shall be approved in terms of SANS/ISO 9001 or an alternative quality assurance system to the approval of the Engineer. A copy of the registration certificate applicable for each item of the specification shall be submitted with the tender. Alternative quality assurance systems may be considered but shall be to the approval of the Engineer.
- 6.6 All materials used shall be new materials and of the best quality. The material of which each part is made shall be one of those recognised as suitable for the purpose in conservative modern practice and of a class suitable for working under the conditions specified. The variations of temperature and atmospheric conditions arising under working conditions shall not cause distortion, deterioration or the setting up of undue stresses in any part nor affect the strength and suitability of the various parts for the work which they have to perform. No welding, filling or plugging of defective parts will be permitted without the sanction in writing of the Engineer.
- 6.7 Only materials with minimum temperature ratings, in air, in accordance with SANS 1652 shall be acceptable and all such materials shall be non-combustible.

- 6.8 The design and execution of the work shall incorporate every practicable precaution and provision for:-
- 6.8.1 The safety of those who will operate and maintain the equipment.
- 6.8.2 The satisfactory operation of the equipment under all conditions liable to be met in service, and
- 6.8.3 To facilitate inspection, maintenance and repairs.
- 6.9 Features likely to require excessive maintenance shall be carefully avoided.
- 6.10 Kiosks, cubicles and similar enclosed compartments shall be adequately ventilated to prevent condensation but shall at the same time be vermin proof.
- 5.11 Tenderers shall offer equipment of the highest possible quality to ensure highly reliable service and only proven designs will be accepted.

7 GENERAL

7.1 Service Conditions

- 7.1.1 The battery bank charger units and battery cells cells will be installed indoors in locations where the ambient temperature commonly experienced is as follows:

Minimum	:	0°C
Maximum	:	40°C

- 7.1.2 Relative humidity generally varies between 20 % and 90 %.
- 7.1.3 The equipment will be connected to a 230V \pm 10 % single phase or 400V \pm 10 % three phase, 50 Hz supply.

7.2 Installation Conditions

- 7.2.1 Battery bank charger units and battery cells will be installed within brick-built substation rooms with epoxy finished cement screed concrete floors.

7.3 General application guide

Battery Bank Charging Units	Cells	Cell Type	Application	Notes
110V, 10A, NiCad	88	10Ah - 30Ah NiCad	Main Stations & Distribution Substations	Charger with integrated battery cubical

Battery Bank Charging Units	Cells	Cell Type	Application	Notes
110V, 20A, NiCad	88	40Ah - 70Ah NiCad	Main Stations	Charger with integrated battery cubical
30V, 10A, NiCad	25	10Ah - 30Ah NiCad	Distribution Substations	Charger with integrated battery cubical
30V, 20A, NiCad	25	40Ah - 70Ah NiCad	Distribution Substations	Charger with integrated battery cubical
110 V, 30A, Lead Acid	55	Lead Acid	Switching Stations & Generation	Separate Charger cubicle feeding Lead Acid battery cells on battery rack through DC distribution and interface modules
110V, 50A, Lead Acid	55	Lead Acid	Switching Stations & Generation	Separate Charger cubicle feeding Lead Acid battery cells on battery rack through DC distribution and interface modules

7.4 General Requirements

7.4.1 Design and Construction of Battery Bank Charger Equipment

7.4.1.1 The units shall comply with the requirements of SANS 1652.

7.4.1.2 All primary components of the equipment shall be made and assembled by the same Manufacturer.

7.4.1.3 Only units with proven service history shall be considered.

7.4.2 Marking, Labelling and Rating Plates

7.4.2.1 The units shall be fitted with a rating plates complying with the requirements of SANS 1652.

7.4.2.2 The units shall have markings and labelling as specified in SANS 1652.

7.4.2.3 Single line operating diagrams shall be clearly marked on the front panel of the units.

- 7.4.2.4 All instruments, meters, fuses, control switches and luminous indicators shall be clearly labelled indicating their purpose, function and operating procedure.
- 7.4.2.5 The material, method of printing and method of fixing of all labels shall be to the approval of the Engineer. Mechanical methods of fixing are preferred. Riveted labels shall utilise blind rivets, not standard pop-rivets with a centre hole.
- 7.4.2.6 Paper stick-on labels shall not be acceptable.
- 7.4.2.7 Where the supplier is not the manufacturer, the supplier shall provide and affix in an approved position a label detailing the supplier's name or trade mark.

8 BATTERY BANK SWITCH MODE CHARGING UNIT DESIGN

8.1 Configuration

8.1.1 The Lead Acid battery bank charger shall comprise:

- (i) Battery bank charging equipment.
- (ii) DC distribution and interface modules.
- (iii) A single metal cubicle for housing the complete battery bank charger and DC modules.

8.1.2 The Nickel Cadmium battery bank charger unit (previously: battery cell tripping unit) shall comprise:

- (i) Battery bank charging equipment.
- (ii) DC distribution module.
- (iii) Battery cells shall be tendered and supplied separately.
- (iv) A metal cubicle to house the complete assembly including the battery bank.

8.1.3 The DC distribution modules for Lead Acid battery bank chargers shall be capable of load transfer and operating in parallel mode for use with dual battery bank systems. DC distribution for Nickel Cadmium battery bank charger unit shall be associated with one battery bank but where specified shall be capable of load transfer and parallel operation.

8.1.4 The tenderer shall clearly state the cubicle combination for the chargers in the schedules.

8.1.5 The charger manufacturer/supplier shall test and deliver the complete unit including cubicle, charger and dc distribution modules complete as specified.

8.1.6 The supplier of Lead Acid cells and nickel cadmium cells shall be responsible for the supply of safety equipment, terminating devices and inter-row connectors, and transport of used cells.

8.2 Battery Bank Charging Equipment

8.2.1 The specification provides for Switch Mode Rectifier chargers for 110 and 30V DC systems.

8.2.2 The 110V, 10A, NiCad chargers for use with Nickel Cadmium battery cells shall be suitable for 10Ah & 30Ah NiCad battery cells.

8.2.3 The 110V, 20A, NiCad chargers for use with Nickel Cadmium battery cells shall be suitable for 40Ah & 70Ah NiCad battery cells.

8.2.4 The 30V, 10A, NiCad chargers for use with Nickel Cadmium battery cells shall be suitable for 10Ah & 30Ah NiCad battery cells.

8.2.5 The 30V, 20A, NiCad chargers for use with Nickel Cadmium battery cells shall be suitable for 40Ah & 70Ah NiCad battery cells.

8.2.6 The 110V, 30A, Lead Acid chargers for use with Lead Acid battery cells shall be suitable for 50Ah - 200Ah battery cells.

8.2.7 The 110 V, 50A, Lead Acid chargers for use with Lead Acid battery cells shall be suitable for 250Ah - 550Ah battery cells .

8.2.8 The battery bank charger shall be of the constant voltage, current limiting type suitable for connection to a 230 V ± 10 % single phase or 400 V ± 10 % three phase, 50 Hz supply and shall not be frequency dependent. The ripple factor shall not exceed 1,5 % and the total harmonic distortion shall not exceed 2 % at full load.

8.2.9 The normal output voltage setting of the charger shall maintain the float voltage specified in the Returnable Schedules across each cell with provision for ± 5 % adjustment and in addition provision for adjustment to compensate for ageing of rectifiers if necessary. The output voltage of the charger at any of the above settings shall be maintained within 1 % with any

combination of input voltage and frequency within the ranges $\pm 10\%$ voltage variation, 49 to 50,5 Hz and between 0 % and 100 % of full load.

- 8.2.10 The charging voltage shall be temperature compensated in accordance with the requirements for the specified battery cell.
- 8.2.11 The battery bank charging equipment for Lead Acid (lead-acid) and Nickel Cadmium battery bank types shall be designed to maintain the battery bank automatically in as fully charged state as is consistent with a good electrolyte life. The charger shall incorporate an automatic 28 day cyclical boost facility which shall be compatible with the cells specified.
- 8.2.12 Chargers shall be capable of connection to a fully discharged battery banks, without overloading, and shall be designed to recharge a Nickel Cadmium battery bank of the maximum capacity specified for the particular charger rating to its full capacity in 8 hours. For lead-acid battery banks the charger shall be designed to recharge the battery cells listed in the Returnable Schedules to 80 % of full capacity in 8 hours. The charger's continuous current rating shall be such that the unit shall be capable of supplying the constant drain as specified in the Returnable Schedules whilst simultaneously charging a totally discharged battery cell within the specified time.
- 8.2.13 All transformers including auxiliary transformers shall be of the double wound, air cooled type and shall have insulation between each winding of the transformer and other windings and the core to withstand 2,5 kV rms ac for one minute and immediately afterwards its resistance measured at 500 V dc shall not be less than 20 M Ω .
- 8.2.14 The rectifier transformer taps and input and output terminals shall be clearly marked and mounted in an accessible position.
- 8.2.15 The battery bank charger shall have a soft start feature to prevent start-up current surges.
- 8.2.16 The AC input to the charger shall be internally protected against overload or short circuit by a suitably rated fuse or by other means. Similarly, the DC output shall also be internally protected against overload or short circuit from the battery bank circuit by a suitably rated fuse or by other means.
- 8.2.17 The DC output of the charger shall be protected against any over voltage condition. For over voltage conditions exceeding the alarm levels specified in the schedules, the charger shall

disconnect from the battery bank and load outputs. The battery bank and load outputs shall automatically re-connect to the charger when the charger output voltage returns to normal.

- 8.2.18 The DC output of the charger shall be protected against any under voltage condition. For under voltage conditions exceeding the alarm levels specified in the schedules the load output shall be disconnected from the battery bank and charger. The load output shall automatically re-connect to the charger when the charger output voltage returns to normal.
- 8.2.19 All charging equipment shall be suitable for continuous operation whether the charger is operated under constant voltage or boost charge conditions in an average ambient temperature of 35°C with maximum ambient temperature of 40°C for short periods taken over 24 h. When the charger is run for 4 h with full load and at rated frequency and voltage, the maximum temperature rise of transformers, rectifiers and chokes shall be stated in the Returnable Schedules. For equipment which can be run at higher temperatures throughout its normal life, the permissible rises shall be stated in the Returnable Schedules.
- 8.2.20 High frequency switch mode rectifier based design shall comply with the clauses listed hereunder.
- 8.2.21 The charger shall consist of a suitable number of plug-in rectifier modules and controllers. The modules shall be hot-swappable (it shall be possible to replace individual rectifier modules without interrupting supply to the loads).
- 8.2.22 The rectifier modules and controller shall be capable of charging Lead Acid cells and nickel cadmium cells.
- 8.2.23 The rectifier modules shall be able to actively share the total output current without the controller.
- 8.2.24 The efficiency of the rectifiers shall be $\geq 85\%$ for all loading conditions.
- 8.2.25 The allowable DC output ripple voltage over the frequency range shall be $\leq 0,25\%$ and the allowable DC output ripple current over the frequency range shall be $\leq 1,5\%$.
- 8.2.26 The AC input modules shall be internally protected against overload and short circuit by a suitable rated fuse or by other means.

- 8.2.27 The DC output of the rectifiers shall be protected against overload and short circuit by a suitable rated fuse or by other means. The output shall also be protected against over and under voltage conditions.
- 8.2.28 The rectifier modules with controller shall provide for two discrete DC outputs, one for charging the battery bank and one for supplying the loads. The battery bank charger maintenance routines shall not affect the power supply load outputs.
- 8.2.29 Conventional cooling of the rectifiers will be preferred. Forced cooling is acceptable under the following conditions:
- (i) Acceptable long life cooling fans.
 - (ii) No dust filters are to be used in conjunction with cooling.
 - (iii) Fans shall blow air into rectifiers rather than sucking air out.
- 8.2.30 Over temperature conditions of the rectifier modules shall be suitably alarmed locally on the panel with a light emitting diode and a change-over contact rated for 48 V dc for remote alarming.
- 8.2.31 **Auxiliary Components:**
- 8.2.31.1 Lamps shall be provided to indicate battery cell low voltage, battery cell high voltage, charger fail and mains supply fail. The indicator lamps shall be high intensity light emitting diodes. The low and high voltages for the indicator lamps shall be adjustable.
- 8.2.31.2 Battery bank voltage and charger output current indication may be provided through use of an LCD panel on the battery bank management controller. Alternatively a voltmeter to indicate battery bank voltage and an ammeter to indicate charger output shall be provided. Meters may be of the analogue or the digital type.
- 8.2.31.3 All switches and lamps shall be clearly labelled indicating their purpose and, where necessary, their service positions.
- 8.2.31.4 The instruments and switches shall be mounted on the front with all other equipment mounted inside.

8.2.32 Battery Bank Condition Tester:

8.2.32.1 Each battery bank charger shall be equipped with a battery bank condition tester operated by a separate labelled spring-return non-latching pushbutton arranged, when pressed, to disconnect the input supply to the battery bank and discharge the battery bank through a resistor at approximately 10 A for a maximum of 15 s. This resistor shall be adequately rated for this duty and appropriately protected against over-temperature in the event that it is operated excessively. When released the pushbutton shall automatically restore the battery bank charger to the normal operation mode. An automatic battery bank self-load test facility may be provided.

8.2.33 Alarms:

8.2.33.1 The alarm conditions specified below shall actuate a pair of normally open and normally closed potential-free contacts which shall be wired to terminal blocks at the charger compartment of the unit. The wires shall be ferruled to approval.

8.2.33.2 A normal (healthy) condition shall be represented by normally open, voltage free contacts which shall be rated for switching 48 V dc. An alarm condition shall be represented by steady and continuous closure of these contacts.

8.2.33.3 The following alarm facilities shall be provided:

(i) Battery Cell Voltage

The alarms shall be initiated when the battery cell voltage falls below or rises above the float level. A separate alarm shall be provided for each condition. The set points shall be readily adjustable. The appropriate indicator lamp shall be illuminated when the alarm is initiated.

(ii) Battery Cell Earth Fault

With normal battery cell voltage, the alarm shall be initiated when the insulation resistance of wiring connected to either pole of the battery cell falls to 50 k Ω , when the wiring connected to the other pole has an insulation resistance measured in megohms. With one pole of the battery cell connected directly to earth, not more than 5 mA earth fault current shall flow. The out of balance current shall be indicated at all times.

(iii) Battery Bank Charger Fail and Mains Fail

The separate alarms shall be initiated when the charger fails and when the 230 V or 400 V ac supply is disconnected. The level shall be readily adjustable. The 230 V ac supply fail shall be monitored on the charger side of the circuit breaker.

(iv) Reverse Polarity Protection

The complete charger unit shall be protected against reverse polarity connection of the battery cells. If this protection results in the rupturing of a fuse or tripping of a circuit breaker, the Battery Cell Charger Fail alarm must be initiated.

8.3 Boost Charge for Battery Cell

8.3.1 The equipment supplied shall include a boost charge section capable of raising the battery cell terminal voltage to a boost voltage compatible with the type of battery cell offered, with the normal loading being connected during this charge period.

8.3.2 Means shall be provided to automatically limit to a safe value the voltage presented to the load equipment during boost charging. The use of a reduced number of cells to meet the DC load during boost charging will not be accepted.

8.3.3 This boost facility shall operate automatically on a timed 28 day periodic cycle, but provision shall also be made for manual boost initiation as well as deactivating the boost function by means of a key switch.

8.3.4 Manual initiation of boost charging shall be by means of a spring return (non-latching) pushbutton. The boost charge shall manually be toggled on and off by the pushbutton. A lamp shall illuminate when boost charging is operating. It shall not be possible to leave the unit on "boost" charge indefinitely. A safety timing device shall be incorporated to switch off the boost charge automatically after a pre-selected period appropriate to the type of battery cells offered.

8.3.5 The equipment supplied shall include the functionality to initiate automated boost charge when the battery cell voltage falls below a predefined auto-boost trigger voltage.

	Auto boost trigger voltage settings per cell
Lead Acid	1.85 to 2.0

Vented NiCad	1.0 to 1.3
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8.4 DC Distribution

8.4.1 DC distribution shall be by means of DC MCBs in modular design. The standard DC distribution module assembly for Lead Acid chargers shall be 3U size. The DC distribution module assembly for Nickel Cadmium battery bank charger units power supply units shall be mounted inside the charger compartment on a DIN rail.

8.4.2 DC distribution and interface modules for Lead Acid chargers shall incorporate:

- (i) Front plate (face plate) fitted with 10 - two pole DC MCBs rated at 20 A.
- (ii) 2-phase busbars for connection between the DC MCBs.
- (iii) Expansion plate suitable to accommodate 10 future two pole DC MCBs
- (iv) Main AC supply isolator/MCB for isolation of main AC incoming supply.
- (v) Battery bank parallel switch and selector switch for battery bank selection, for use with dual battery bank chargers for load transfer and system paralleling.
- (vi) Main DC isolator MCB, for isolation of DC supply to the distribution modules.
- (vii) Back plate (terminal plate) with wiring loom connecting the face plate components to the terminals

8.4.3 DC distribution module for Nickel Cadmium chargers power supply units shall incorporate :

- (i) Main AC supply isolator/MCB for isolation of main AC incoming supply.
- (ii) Main DC isolator MCB, for isolation of DC supply to the distribution modules.
- (iii) A two pole MCB for isolating the battery cells from the battery bank charger during maintenance and short circuit protection.
- (iv) Four (4) - two pole DC MCBs rated at 10 A for external circuits.

(v) Expansion plate suitable to accommodate 10 future two pole DC MCBs.

(vi) Back plate (terminal plate) with wiring loom connecting the DC MCBs to the terminals.

8.4.4 All MCBs shall be fitted with auxiliary contacts for remote indication of MCB status.

8.4.5 Where specified load transfer and battery bank parallel switches for use with dual 110V Nickel Cadmium battery bank systems shall be isolator switches rated for 110V dc with 2 x N/O 32 Amp contacts.

8.5 **Charger Unit Cubicle for Lead Acid Battery Bank**

8.5.1 The battery bank charger cubicle shall be 19 inch swing frame type or floor mounted Moulinet structured cubicles.

8.5.2 The cubicle shall have front access by means of a hinged door.

8.5.3 The maximum cubicle dimensions shall be as set out in the returnable schedules, and any deviation must be approved by the Engineer.

8.5.4 The cubicle shall be of suitable size to accommodate the complete battery bank charger, DC distribution module, interface module and associated terminal plates.

8.5.5 The cubicle shall be complete with earthing bars and trunking. Two passivated mild steel gland plates shall be fitted at the bottom of the charger panel. The forward-most plate shall include tin plated 40 mm x 3 mm copper bar earthing straps, whilst the rear plates shall include pre-punched cut-outs to accommodate 15 No. 0 mechanical glands cable termination.

8.5.6 The side walls of the battery bank charger cubicle shall include two cut-out windows to be used for bus wiring. Each window shall be covered with a removable rectangular plate, secured to the inside of the panel.

8.5.7 The top of the cubicle shall have extruded air vents with a mesh on the underside to prevent ingress of vermin.

- 8.5.8 The cubicle must allow easy access for terminating the load and supply cables and also for ease of maintenance. Equipment installation shall be such that accessibility to equipment or components are unimpeded from the front.
- 8.5.9 A laminated plastic coated circuit diagram including operating instruction shall be mounted on the inside of the main door of the cubicle.
- 8.5.10 Separate rating plates for the individual rectifier modules shall be provided on the modules.
- 8.5.11 Cubicle illumination is required.
- 8.5.12 The degree of protection of the cubicle shall be not less than IP31 or better to SANS 60529.
- 8.6 Complete Cubicle for Nickel Cadmium Battery Bank Charger Units**
- 8.6.1 The cubicle for the unit shall be of a sheet steel Moulinet structure construction, suitable for floor mounting, to house the complete assembly.
- 8.6.2 The cubicle shall have front access by means of a hinged door and the door shall be earthed to the cubicle.
- 8.6.3 The maximum cubicle dimensions shall be as set out in the returnable schedules, and any deviation must be approved by the Engineer.
- 8.6.4 Separate compartments of suitable size shall be provided within the cubicle to accommodate the complete battery bank charger (DC power supply), DC distribution module and battery cells respectively.
- 8.6.5 Each compartment shall be separately ventilated and the battery cell compartment shall in addition provide appropriate venting by means of extruded air vents
- 8.6.6 The battery cell compartment shall have a battery cell rack to house the required number of battery cells for each particular charger:
- 8.6.6.1 The 110V 10A chargers have to accommodate 88 cells of up to 30Ah or equivalent.
- 8.6.6.2 The 110V 20A chargers have to accommodate 88 cells of up to 50Ah or equivalent.
- 8.6.6.3 The 30V 10A charger has to accommodate 25 Cells up to 30Ah or equivalent,

- 8.6.6.4 The 30V, 20A charger has to accommodate 25 cells of up to 70Ah or equivalent.
- 8.6.7 The distance between the top of the battery cells and the top of the battery cell compartment shall be not less than 300 mm. The battery cell shall be positioned not less than 25 mm from the sides, back and front of the battery bank cubicle.
- 8.6.8 The battery cell compartment and battery rack shall be coated with an acid resistant coating.
- 8.6.9 The cubicle shall be provided with two removable brackets for securing the charger to the switch room wall, situated on the top sides of the cubicle and flush with the cubicle rear wall. The fixing point of the brackets on the cubicle shall be suitably reinforced. The brackets shall be pre-drilled for use with 12 mm Tiger Bolts or equivalent to approval. Mounting brackets and all necessary fasteners shall be supplied loose, packaged in a single container secured (taped or cable tied) to the floor of the cubicle's battery cell compartment.
- 8.6.10 The cubicle shall be complete with an earthing bar and a suitably sized mild steel gland plate fitted to the bottom of cubicle to accommodate five No. 0 mechanical glands. Cable entry shall be at the bottom of the charger cubicle.
- 8.6.11 The cubicle shall be provided with internal cable trunking with removable clip on covers on both sides of the battery compartment for routing of the incoming supply and outgoing load cables between the charger / distribution module and the cubicle gland plate.
- 8.6.12 The cubicle shall be complete with earthing bars and trunking. Two passivated mild steel gland plates shall be fitted at the bottom of the charger panel. The forward-most plate shall include tin plated 40 mm x 3 mm copper bar earthing straps, whilst the rear plates shall include pre-punched cut-outs to accommodate 7 No. 1 mechanical glands cable termination.
- 8.6.13 The cubicle shall allow easy access for terminating the load and supply cables and also for ease of maintenance. Equipment installation shall be such that accessibility to equipment or components is unimpeded from the front.
- 8.6.14 A laminated plastic coated circuit diagram including operating instruction shall be mounted on the inside of the main door of the cubicle.
- 8.6.15 Separate rating plates for both the battery bank and the charger shall be provided on the cubicles and shall include a reference to the battery bank capacity compatibility. The rating plate shall clearly state both the charger output current and the rated load output current.

8.6.16 A set of internal leads suitable for connecting the charger to the battery cells / battery bank and for interconnecting the battery cell / battery tiers shall be provided with each cubicle. The leads shall have suitable size lugs crimped on either ends for terminating between charger and battery cells housed in the cubicle.

8.6.17 No cubicle illumination is required.

8.6.18 The outgoing distribution cables shall be connected to the terminal plate of the DC distribution module.

8.6.19 The degree of protection of the cubicle shall be not less than IP31 to SANS 60529.

8.7 **Miniature Circuit Breakers (MCBs)**

8.7.1 The MCBs shall be air-break miniature circuit breakers with breaking capacity in accordance with IEC 60989-2 & SANS 60947-2.

8.7.2 DC supply MCBs short circuit capacity shall be at least 5kA with a time constant of at least 5ms. All DC MCBs shall be the 2 pole type.

8.7.3 The tripping curve C characteristic in accordance with IEC 60898 shall be utilized.

8.7.4 All MCBs shall be wired with the source at the top and load at the bottom.

8.7.5 The MCBs shall be DIN-rail mounted.

8.8 **Fuses and Links**

8.8.1 Carriers and bases for fuses and links shall be in accordance with SANS 60269 and colour coded black for fuses and white for links.

8.8.2 Fuses and links shall be grouped and spaced according to their function in order to facilitate identification.

8.8.3 Main supply fuse links shall be of the high rupturing capacity cartridge type.

8.8.4 Where fuse carriers are mounted vertically the incoming (supply) side shall be the top terminal.

8.8.5 Where either fuses or circuit breakers are used it should be ensured that proper discrimination between main and sub-circuits is maintained.

8.9 **Wiring, Terminations and Circuits**

8.9.1 All cubicle wiring shall be brought to terminal blocks and shall be neatly run and securely fixed in cleats or PVC trunking in such a manner that, wherever practicable, wiring can be checked without removing cleats.

8.9.2 Covers over individual sections of small wiring trunking shall be readily removable.

8.9.3 Terminal plates shall include spring-loaded terminals either of Werdmüller or Entrelec type or equivalent to approval conforming to IEC 60947-7-1 and shall be suitable for the wire sizes. Suitable trunking shall be fitted to the terminal plate to keep wiring neat.

8.9.4 Terminations shall be grouped according to function and labels shall be provided on the fixed portion of the terminal showing the function or group. The terminals shall be numbered.

8.9.5 All wiring terminations shall be shrouded, to avoid accidental short-circuit or earthing of the battery bank. PVC insulated flat copper strip shall be used for connecting together the bottom terminals of the distribution fuses and links and shall be fully shrouded.

8.9.6 All small wiring and all multicore cables shall have ferrules which bear the same number at both ends. At the point of interconnection between wiring where a change of number cannot be avoided double ferrules shall be provided on each wire. The change of numbering shall be shown on the appropriate diagram of the equipment. The same ferrule shall not be used on wires in different circuits on the same panel. Numbering of ferrules shall comply with SANS 1885 Annex A unless otherwise approved.

8.9.7 Ferrules shall be of insulating material and shall be provided with a glossy finish to prevent the adhesion of dirt. They shall be clearly and durably marked and shall not be affected by dampness or oil.

- 8.9.8 Wiring shall not be jointed or teed between terminal points. Any bus wires shall be fully insulated.
- 8.9.9 The copper conductors shall consist of multi-stranded annealed copper wires. The conductor sectional area shall be to approval.
- 8.9.10 The screens or screened pairs of multicore cables shall be earthed at one end of the cable only. The position of the earthing connections shall be shown clearly on the diagram.
- 8.9.11 All auxiliary and ancillary components shall be clearly labelled including all fuses, circuit breakers, output contacts, etc indicating, where necessary, the purpose and service positions. Label dimensions, legend, and method of printing shall be to approval. The surface shall have a matt or satin finish. Colours shall be permanent and free from fading. Labels shall be made from Trafolite or product similar to approval. Labels shall be black on white and permanently fixed by means of screws or rivets. Labels mounted on black surfaces shall have white lettering.
- 8.9.12 Circuits working at different voltages shall be adequately segregated and labelled.
- 8.9.13 All cubicle internal wiring shall be PVC insulated multi-strand flexible wire to SANS 1507. The conductor sectional area shall be to approval. Wire terminations shall be to approval.
- 8.9.14 All incoming and outgoing connections shall be terminated at a terminal block or MCB. Direct termination into auxiliary switches will not be accepted.

8.10 **Painting and Finishing**

- 8.10.1 Degreasing: All steel parts shall be immersed in a heated wash trough to remove all fine foreign particles and lubricants.
- 8.10.2 Paint Finish:
- (i) The paint coat shall be a high quality polyurethane based powder coat designed for interior and exterior coastal conditions applied by electrostatic spray equipment. The sprayed powder coat shall be baked in an oven at a temperature of approximately 200°C for a period of ten minutes or as specified by the paint manufacturers.

- (ii) The dry film coat shall be as uniform as possible, but shall not be less than 50 µm nor more than 100 µm thick. The finish shall be high gloss with a minimum of surface defects.
- (iii) The colour shall be Light Grey G29 to SANS 1091 to the approval of the Engineer.

9 Battery Cells

9.1 110V Lead Acid Battery Bank

- 9.1.1 The battery banks shall comprise of rechargeable deep-cycle flooded lead-acid battery cells, complying with the requirements of SANS 60896-11. The battery cells shall be rechargeable Lead Acid cells, the number and total capacity of which are detailed in the Returnable Schedules. The battery cells shall have a C₁₀ rating and cell voltage shall not be less than 1,6 V DC per cell over this period.
- 9.1.2 The battery bank units shall be 110V high performance Lead Acid Plante type battery cells with discharge capacities as set out in Returnable Schedules.
- 9.1.3 The positive plates of the Plante cells will be of 99.9% pure virgin lead and the use of any lead acid alloy (lead antimony, lead calcium alloy or selenium alloy) will not be not acceptable.
- 9.1.4 The negative plates of the Plante cells that utilize more than 3% in total of any lead acid alloy (lead antimony, lead calcium alloy or selenium alloy) are not acceptable.
- 9.1.5 Cells with tubular plates are not acceptable.
- 9.1.6 Nominal voltage per battery cell shall be 2 V and therefor the nominal voltage per battery bank shall be 110 V with 55 cells per battery bank.
- 9.1.7 Each cell shall be housed in an individual transparent plastic case. The minimum and maximum electrolyte levels shall be clearly marked on the case. The height of the electrolyte above the plates shall not be less than 40 mm and shall be visible through the cell casing.
- 9.1.8 All battery cells shall be fitted with recombination caps and filled with electrolyte and fully charged.
- 9.1.9 The anticipated battery cell life under normal operating conditions shall be greater than 15 years.

- 9.1.10 Connections between the cells shall be lead plated copper.
- 9.1.11 Suppliers of the Lead Acid cells, shall provide sufficient terminating devices, inter row connectors, inter cell connections and stainless steel nuts, bolts and washers to make up the complete 110 V battery bank.
- 9.1.12 The connections between fuses / links and distribution board / charger shall be made with PVC sheathed or other approved type of cable.
- 9.1.13 The Lead Acid battery cells shall be mounted on wooden battery bank stands in a separate room.
- 9.1.14 The suppliers of the following battery cells are requested to also tender for the range of wooden battery stands of suitable dimensions for the 55 battery cells for the 110 V battery banks in four sizes to accommodate the following ranges of battery cells respectively:
- 9.1.14.1 Dimensioned to accommodate a battery bank from the range of 100Ah to 150Ah Lead Acid battery cells, (134-172)mm x 203mm x 426mm (LxWxH) dimensions;
- 9.1.14.2 Dimensioned to accommodate a battery bank from the range of 200Ah to 300Ah Lead Acid battery cells, (210-268)mm x 203mm x 426mm (LxWxH) dimensions;
- 9.1.14.3 Dimensioned to accommodate a battery bank from the range of 350Ah to 450Ah Lead Acid battery cells, 362mm x 349mm x 426mm (LxWxH) dimensions;
- 9.1.14.4 Dimensioned to accommodate a battery bank of 500Ah to 550Ah Lead Acid battery cells, 230mm x 368mm x 682mm (LxWxH) cell dimensions.
- 9.1.15 Battery cells shall be arranged in banks such that the portion above the minimum electrolyte level of each battery cell shall be clearly visible when viewed horizontally from the front.
- 9.1.16 It shall be possible to service all the battery cells without having to remove any. The filler / vent plugs shall be readily removable, and so located to permit the easy topping-up of cells.
- 9.1.17 The discharge curves and / or tables that indicate the discharge performance for the battery cells specified in the Returnable Schedules shall be submitted.

- 9.1.18 The battery bank terminal cables shall be routed via a double pole wall mounted fuse box which include a fuse-switch and fuses which shall be selected so as to discriminate to a fault on the DC bus.
- 9.1.19 The fuse box shall be constructed using 2.0mm mild steel with a hinge front door. The fuse box shall be a wall mounted with a maximum size of 400 (W) X 200 (D) X 550 (H) or to approval by the engineer.
- 9.1.20 The paint colour of the fuse box shall be G29 Light Grey/ RAL 7032 .
- 9.1.21 A fuse-switch shall be mounted on the front door of fuse box and shall be interlocked with the front door. Access to the internal fuses shall only be allowed with the fuse-switch is in off/ isolated position. The fuse-switch shall also disconnect the fuses accordingly.
- 9.1.22 The fuse-switch shall have a minimum capacity of 125A, 80kA, 250Vdc.
- 9.1.23 Cartridge fuses shall be shall be mounted inside the fuse box for isolation of both positive and negative supplies. The fuses shall be "HRC Battery Fuse Type" rated for 125A, 80kA, 250Vdc. A spare set of fuses shall be supplied and fitted inside the front cover at the fuse box.
- 9.1.24 Each battery cell shall be clearly identified by permanent numbering and the following information shall be provided on the identification plate.
- (i) Manufacturer's reference number and code.
 - (ii) Year and month of manufacture.
 - (iii) Voltage and nominal capacity at 10 h discharge rate.
 - (iv) The specific gravity for a fully charged cell at the reference temperature.
- 9.1.25 Unless otherwise specified each 110V battery bank shall be supplied with the following:
- (i) 1 Instruction card

9.2 Nickel Cadmium (NiCad) Battery cells

- 9.2.1 The battery cells shall comprise rechargeable vented nickel cadmium cells using a liquid electrolyte, complying with the requirements of SANS 60623. Permanently sealed type battery cells shall not be acceptable.
- 9.2.2 The number and total capacity of the NiCad cells are detailed in the Returnable Schedules.
- 9.2.3 The vented Nickel Cadmium prismatic secondary single cells shall be designated as per SANS 60623, by the letter "K" followed by a letter L, M, H or X which in our requirement of "L" signifies "low rate of discharge". This group of two letters shall be followed by a group of figures indicative of the rated capacity (C_5) of the cell in ampere-hours. Cells in cases of plastic material shall be designated by the letter "P" after the figures. Therefore the range of NiCad cells are thus 10Ah, 20Ah, 30Ah, 40Ah, 50Ah, 60Ah and 70Ah.
- 9.2.4 Manufacturers whose product lines do not include cells of the specified Amp-hour capacity rating shall offer cells of the next highest rating in their product line while but not overlapping into next range capacity, subject to compliance with the specified dimensional limits.
- 9.2.5 The capacity of the battery cell shall be such that at the end of a 5 hour period at the current drain specified in the Returnable Schedules and with the charger inoperative, the cell voltage shall not be less than 1,0 V dc per cell.
- 9.2.6 The cell housing shall comprise individual transparent plastic cases. The minimum and maximum electrolyte levels shall be clearly marked on the cases. The height of the electrolyte above the plates shall not be less than 40 mm and shall be visible through the cell casing
- 9.2.7 Cells shall be arranged in tiered banks such that the portion above the minimum electrolyte level of each cell shall be clearly visible when viewed horizontally from the front.
- 9.2.8 Cells shall be supplied complete with connections between the cells, which shall be lead plated copper or stainless steel. The cells shall be supplied with stainless steel nuts, bolts and washers.
- 9.2.9 It shall be possible to service all the cells without having to remove any cell.
- 9.2.10 All cells shall be supplied filled with electrolyte and fully charged.
- 9.2.11 The cell terminal post shall be minimum M10 stud.

- 9.2.12 The cell filler cap shall be of the positive flip top type and not a screwed cap and the flip top shall be fixed in such a way that it cannot be removed.
- 9.2.13 The anticipated cell life under normal operating conditions shall be 12 – 15 years.
- 9.2.14 The connections between the isolating MCB and distribution board / charger shall be made with PVC sheathed or other approved type of cable.

10 ACCESSORIES AND TEST EQUIPMENT

- 10.1 All special accessories, tools and test equipment essential for installation and maintenance of the battery cell chargers offered shall be supplied and listed with the Tender documents.
- 10.2 Battery Bank Discharge Unit
- 10.2.1 The battery bank discharge unit shall be an easily portable system that allows for the determination of battery bank capacity at substations. The unit shall have multiple built-in loads, with the option to summate a combination of these loads. The loads should be such that the maximum discharge current ranges from 0 – 300A.
- 10.2.2 The battery bank discharge unit shall be able to operate with any battery cell technology, such as vented lead-acid, nickel-cadmium and others,
- 10.2.3 The battery bank discharge unit shall have a LCD display, wherefrom measurands such as battery bank voltage, discharge current and Ah (ampere-hour) discharged will be displayed. In addition to this, it is preferable that the test duration should also be displayed.
- 10.2.4 The battery bank discharge unit shall be operable on battery bank systems with a nominal voltage of 30V and 110V. The battery bank voltage measurable shall range from 0 – 300V and the discharge current shall be measurable from 0 – 300A.
- 10.2.5 The discharge unit shall have the functionality to conduct the discharge test in the following user selected modes, constant current, constant power or constant resistance.

- 10.2.6 A user-defined minimum voltage threshold with automatic stop shall be incorporated to ensure the discharge unit stops drawing current from the battery bank once the minimum threshold voltage has been reached. The user-defined voltage shall be settable
- 10.2.7 Due to the high degree of accuracy required, the error between the actual and measured discharge current shall not exceed 1%.
- 10.2.8 The battery bank discharge unit shall have protective features incorporated, such as fuses on the power supply, thermal protection and protection against incorrect polarity connection.
- 10.2.9 The battery bank discharge unit shall be supplied with all required accessories necessary for its operation. An operation manual should also be included.
- 10.2.10 The unit shall have the functionality to interface with a PC or laptop (free issue software). Preferably the unit shall have the capability of printing the results on-site.
- 10.2.11 All cables, clamp-on probes, test leads, rigid transport case and accessories shall be included in the unit price of the test set.

11 **INSTALLATION**

- 11.1 Where specified, the installation contractor shall deliver, install, test and commission the complete Lead Acid battery bank charger unit including cubicle, fuse box and DC distribution modules complete as specified.
- 11.2 The installation contractor shall have been certified by the original equipment manufacturer for the installation of particular equipment and shall submit such certification with their tender, referenced in and attached to Schedule F.13 F.
- 11.3 The contractor shall provide the complete safety plan to the Engineer for approval a minimum of 2 weeks prior to the commencement date of the work.
- 11.4 The charger cubicle shall be installed in the control/auxiliary room adjacent to the battery bank room.
- 11.5 The installation contractor shall install a suitably sized cable from the charger to the fuse box which shall be mounted close to the charger in the auxiliary room.

- 11.6 The commissioning of the charger shall be in accordance with the manufacturer's approved test and commissioning plan and shall be to approval.
- 11.7 Where specified, the installation contractor shall install, test and commission the battery bank and battery bank stands complete as specified. Commissioning tests shall include the ohmic test, specific gravity, state of battery bank charge and battery bank capacity test, commonly referred to as the discharge or load test discharge test of the complete battery bank with equipment supplied by the installation contractor. A full test report shall be supplied electronically, detailing the state of health of the battery bank.
- 11.8 Where specified, the installation contractor shall deliver, install, test and commission the battery bank charger unit with battery cell complete as specified, including a discharge test of the complete battery cell with equipment supplied by the installation contractor.
- 11.9 Where specified, the contractor shall decommission and transport the 110V Lead Acid battery bank for disposal with required and relevant certificates.
- 11.10 Each battery cell shall be erected on wooden stands to be mounted in a separate battery bank room with an acid resisting finish and the bottom of the stand shall not be less than 300mm above the floor.
- 11.11 The installation contractor shall install all the cell connectors and shall provide the connections between tiers and between the end cells and the fuse/links. The connections shall be copper rod or insulated conductor of suitable diameter/conductor size, insulated with grey PVC or painted with two coats of sulphuric acid-resistant enamel paint. The positive and negative connections shall be identified by red and black bands. All connections shall be in a clean condition when bolted together and shall be protected by a non-corrosive coating. The connections between fuses/links and the battery bank, shall be made with PVC sheathed or other approved type of cable.
- 11.12 Anticorrosion lubricant shall be applied to the all the cells connectors during installation.
- 11.13 The voltage withstand test shall be repeated on all chargers and all cables installed.

12 DISPOSAL

- 12.1 The tenderer for Nickel Cadmium cells supplied under this contract shall be responsible for the collection of used cells from designated locations within the CoCT supply area. The tenderer shall ensure safe disposal of cell types supplied under this contract and cells supplied by others in compliance with environmentally acceptable best practice.
- 12.2 The tenderer must obtain a confirmation letter from the OEM stating that in the event of the tenderer (distributor) not being able to dispose of the Nickel Cadmium cells, the manufacturer will undertake to dispose of the cells on the tenderer's (distributor's) behalf. Both the tenderer and OEM shall stipulate in writing that the disposal service shall be available for the duration of contract and CCT shall not be liable or incur any cost during such period and reference it on and attach it to Schedule F.13 H.
- 12.3 The tenders attention is drawn to the CCT installed base of other brands of Nickel Cadmium cells which may come up for disposal during the contract period, as follows:
- 12.3.1 AICad cells = 70% of installed base
 - 12.3.2 SAFT cells = 20% of installed base
 - 12.3.3 GAZ cells = 5% of installed base
 - 12.3.4 Sundry other cells (YUASA, SAI, and others) = 5% of installed base
- 12.4 The tenderer shall submit as part of the tender document the disposal plan and works method statements, detailing the quality assurance processes for the environmentally sound disposal of all used (redundant) cells and electrolyte as well as copies of certificates stating compliance with environmentally acceptable best practices, referenced on and attached to Schedule F.13 H. The tenderer shall include SANS/ISO 14001 Certification and the OEM's declaration of commitment and acceptance of responsibility for environmentally acceptable End of Life disposal of used cells and electrolyte referenced on and attached to Schedule F.13 F.
- 12.5 The contractor disposing of the battery cells shall provide a certificate of disposal for each batch of battery cells disposed of. The certificate must be supplied by the Contractor to the City representative within 3 months of the collection of the battery cells to be disposed of. The City reserves the right to commence with the default process should the contractor fail to provide the certificates of disposal.
- 12.6 The tenderer responsible for the commissioning of the new Lead Acid battery bank under this contract shall be responsible for the removal of redundant Lead Acid battery banks where

awarded the item. Redundant battery cells shall be removed from site and disposed of in a responsible manner with all required certificates.

- 12.7 Transport of redundant battery cells and electrolyte shall be in accordance with SANS 10231, SANS 10228 and SANS 10187 – Transport of dangerous goods.
- 12.8 Tenderers shall note that the cell brand names mentioned above are simply an indication of the installed base on the City's distribution system, and do not indicate or comprise the specified requirements for new cells supplied under this tender.

13 **SUPPORT**

13.1 Original Equipment Manufacturers and authorised Distributors:

13.1.1 Tenderers that are tendering as the original equipment manufacturers (OEM) of the equipment offered should submit evidence that they are a qualified manufacturer, who regularly manufactures equipment and materials of the type specified in Schedule F.13 C & D.

13.1.2 Tenderers that are not the OEM shall be an authorised distributor with the OEM. The tenderer shall furnish proof of such authorisation in the form of a letter from the OEM and this must be referenced on and attached to Schedule F.13 F. No tender will be regarded as an acceptable/responsive tender if it fails to submit such documents prior to award of tender.

13.1.2.1 If the Tenderer is an authorised representative, he shall show evidence that he is authorised to represent the qualified manufacturer referenced on and attached to Schedule F.13 F. If this evidence is not submitted with the tender, the tender will not be considered.

13.1.2.2 If change in ownership or major policy of the Tenderer during the period of the proposed work is anticipated the scope and effect thereof shall be defined.

13.2 Quality Assurance Plan and SANS/ISO 9001 Certification

13.2.1 Tenderers shall submit a detailed Quality Assurance Plan detailing the programme of quality control and inspection activities which will be followed in order to ensure that the during manufacture, on completion and installation, the equipment and works complies with the requirements of the specification and the tendered delivery times.

- 13.2.2 A company organogram detailing the position of the Quality Assurance Department shall also be submitted as part of the Quality Assurance Plan.
- 13.2.3 The Quality Assurance Plan shall be listed in, and attached to Schedule F.13 D.
- 13.2.4 Tenderers (or the manufacturer and supplier offered) who are certified as being compliant to the SANS/ISO 9001 quality management standard for the manufacture of the equipment should state that and provide the details of the certification in Schedule F.13 D.
- 13.2.4.1 Tenderers shall declare if he has claims pending against him regarding the quality of performance of his work.
- 13.3 Track Record of Equipment and Experience of Tenderer
- 13.3.1 The Tenderer shall certify the track record (of at least 5 years) of the equipment offered by submitting evidence in the form of a reference list of projects, project location, project value and project completion dates where this equipment has been supplied and commissioned on Schedule F.13 C.
- 13.3.2 The equipment manufacturer should be a well-established manufacturer having adequate technical knowledge and practical experience. Where applicable, technical and manufacturing licensing agreements shall be identified and described.
- 13.3.3 The Tenderer should have undertaken the design, manufacture, delivery and commissioning of installations in the past five years each of which are of similar magnitude and complexity to the systems covered by this Specification. Additional evidence shall be given in the form of a reference list which should also clearly indicate the extent of responsibility of the Tenderer for each project and indicate achievement of guarantees and delivery dates where appropriate in Schedule F.13 D.
- 13.4 Expertise and Qualifications of key personnel and of the Tenderer
- 13.4.1 A company organogram detailing the position of the Project Manager for this Tender and the Technical personnel shall also be submitted as part of the Quality Assurance Plan which has to be attached to Schedule F.13 D.
- 13.4.2 As the work required in terms of this tender is considered to be of a technically complex nature, requiring considerable expertise, it is essential that suitably qualified and experienced personnel be assigned to this project. It would be extremely advantageous if the key

personnel can demonstrate recent experience related to specific aspects of this project detailed in the tender. The qualifications or technical skills and years of post-qualification experience for the key personnel relevant to this particular project should be listed in, and attached to Schedule F.13 D as part of the Quality Assurance Plan.

13.4.3 Tenderers shall submit written evidence with his tender, satisfactory to the Employer, of the qualifications of his technical staff or contractors to perform the work satisfactorily, as per specified specifications. Certification of accreditation to do the required work for key technical staff members must be attached to Schedule F.13 D. Where Tenderers fail to provide adequate information, the tender shall be considered non-responsive.

13.5 Availability/allocation of resources

13.5.1 The Tenderer has to indicate to have adequate plant and manufacturing capacity available to do the work properly and expeditiously within the time period specified.

13.5.2 Tenderers must indicate what resources they have available and intend allocating to this project, and on what basis (that is, for what aspect of the work, and whether full or part time), if successful.

13.5.3 Tenderers should note that, during the course of any contract arising from this tender, any of the personnel listed at tender stage may only be replaced with personnel of similar qualification and experience, subject to the approval of the Employer.

13.5.4 The Tenderer has to have adequate financial status to meet the financial obligations incident to the work.

13.6 Manufacturing Facilities

13.6.1 The Tenderer that is a manufacturer shall give details with his tender of the manufacturing facilities which he or his representatives have available in South Africa in Schedule F.13 C.

13.6.2 The Tenderer must include the extent of the facilities available including the number of resident permanent technicians, and the nature of the resident permanent engineering staff.

13.7 The Installation, Commissioning and Training Capabilities

13.7.1 If such services are required by the Specification and associated documents, the Tenderer has to specify the capabilities of, or that can be arranged for, adequate field service

organisation to provide technical services in South Africa such as erection advisors, servicemen and on-site training personnel.

13.8 Service Facilities

13.8.1 The Tenderer shall give details with his tender of the service facilities which he or his representatives have available in South Africa in Schedule F.13 D:

13.8.2 The Tenderer must include the extent of the service facilities available including the number of resident permanent technicians, the nature of the resident permanent engineering staff, and the extent of spares normally carried in stock which would be suitable for use in connection with the plant included in the tender.

13.9 If a portion of the work is to be subcontracted, any such sub-contractors shall comply with the above stated requirements.

13.10 The Engineer shall be allowed access, at all reasonable times during the period in which tenders remain open for acceptance, to the works of the Tenderer or the manufacturer represented by the Tenderer, as the case may be, for the purpose of ascertaining his ability to perform satisfactorily the specified work. Refusal of such access shall render the tender non-responsive.

14 **PACKING AND DELIVERY**

14.1 The Contractor shall be responsible for the packing, loading, transport and off-loading of the Goods from the place of manufacture, whether this is at his own works or those of any supplier, to the Employer's Electricity Stores, or to site and shall provide all labour, plant and material necessary for the offloading.

14.2 The method of packing shall provide adequate protection for transportation of the equipment contained within. All equipment shall be carefully packed in such a manner that it is protected against climatic conditions. In particular precautions shall be taken to protect the equipment insulation against the ingress of moisture. The method of packing and precautions to be taken during transport shall be clearly marked on the appropriate drawings.

14.3 Any loose parts shall be boxed in substantial crates or containers to facilitate handling in a safe and secure manner. Each crate or container shall be marked clearly on the outside of

the case to show the mass the crate is bearing and the correct position for the slings. Each crate or container shall also be marked with the notation of the part or parts contained therein, contract number, CCT purchase order number, CCT SAP Material Number and port of destination, and shall become the property of the Employer after delivery. Sub-assemblies that is ordered by CCT under as an item with one SAP Material number, shall as far as possible be crated or boxed together.

- 14.4 Loose parts and accessories forming part of each unit, or necessary for the assembly of such shall be dispatched and delivered with the unit. Payment will not be authorised per item until all relevant loose parts and accessories have been delivered. Such loose parts shall be crated or packaged such that all parts and fasteners necessary for each assembly are contained in a single container. The container shall be marked with the container number and a complete bill of materials and components contained there-in, together with the relevant part numbers and reference to the drawing number detailing assembly of such parts.
- 14.5 The packing lists, details of the number, size, marks, mass and contents of each package and drawings shall be despatched to the Engineer giving full and clear details of the contents of the packages and crates. Any special storage/handling requirements, shelf life limitations etc shall be clearly indicated. An electronic copy of the complete packing lists shall be provided to the Engineer immediately after the items are despatched.
- 14.6 The Nickel Cadmium battery cells shall be packaged as crates of 25 cells, with all additional equipment for installation included.
- 14.7 Any damage due to defective or insufficient packing or that occurs during loading, transport or off-loading of the Goods shall be made good by the Contractor at his own expense and within reasonable time when called upon by the Employer to do so.
- 14.8 The Contractor shall inform himself fully as to all relevant transport facilities and requirements and loading gauges and ensure that the equipment as packed for transport complies with the South African highway regulations and/or conforms to the limitations of the transport facilities of Transnet Ltd. The Contractor shall also be responsible for verifying the adequacy of any cranes required for off-loading at the port of entry, at the Employer's Electricity Stores and at Site.
- 14.9 The Contractor shall take reasonable steps to prevent damage to any highways or bridges by his traffic and shall select routes, choose and use vehicles and restrict and distribute loads so that the risk of damage shall be limited as far as is reasonably possible. The Contractor

shall immediately report to the Engineer any claims made against him arising out of alleged damage to a highway or bridge.

14.10 Access to the Stores is by road only.

15 DRAWINGS AND INFORMATION

15.1 Drawings

15.1.1 Tenderers shall submit with their tenders the following drawings:

15.1.1.1 Dimensioned drawings indicating the general arrangement of the units and kiosks.

15.1.1.2 Dimensioned detail drawings for each unit, showing all operating and test facilities, cable compartments, cable clamping, cable termination arrangements and clearances.

15.1.1.3 Drawings shall show operating and test facilities fully dimensioned relative to the floor or ground level and the front of the unit, in the service configuration of the units.

15.1.1.4 Installation drawings for each unit showing requirements for switchroom design and equipment positioning for indoor installation.

15.1.2 Prior to manufacture but after the contract has been awarded, as part of an engineering phase, detailed drawings of all cubicles, circuit boards, etc. shall be submitted to the Engineer for approval.

15.1.3 Full electrical schematic diagrams including details of electrical interlocks and protection schematics shall be submitted by the successful Tenderer for formal approval before manufacture of the equipment is commenced.

15.1.4 Drawings for approval shall be submitted in duplicate as black line prints on a light background and, on approval, four further copies shall be supplied.

15.1.5 The Contractor shall supply for the Employer's own use 5 sets of all drawings bound in individual files. The general arrangement, section, wiring and schematic diagrams shall also be provided on CD-ROM in a format compatible with AutoCAD 12 as well as on a separate CD-ROM with the drawings in Adobe pdf format. The directory structure shall be to approval.

15.1.6 On completion of installation work on site all drawings shall be revised where necessary to show the equipment as installed and two copies submitted for approval.

15.2 **Instruction Books**

15.2.1 Prior to manufacture after the contract has been awarded, as part of an engineering phase, the Contractor shall submit erection, operating and maintenance instructions and diagrams to the Engineer for approval.

15.2.2 The manuals shall contain as a minimum the following information:

15.2.2.1 Installation, wiring, and cabling diagrams.

15.2.2.2 Assembly (and sub-assembly) drawings. Drawings shall identify and show the location of the components on the circuit boards and shall include circuit board schematics.

15.2.2.3 Maintenance documentation. This documentation shall include all manuals and other descriptive materials which will enable maintaining and troubleshooting.

15.2.2.4 Operation, maintenance, hardware and software documentation.

15.2.2.5 Documentation for all factory and field tests.

15.2.3 A comprehensive spare parts catalogue shall be supplied.

15.2.4 Copies, in English, of operating and maintenance instructions covering each type of equipment provided shall be supplied by the Contractor before delivery, and these shall include full detailed drawings and detailed instructions for the installation and assembly of the switchgear and busbar couplings and / or external busbars. A copy shall also be provided on CD ROM in Portable Document Format (pdf). These shall include a comprehensive spare parts catalogue.

16 **PARTICULARS**

16.1 Tenderers shall submit with their tenders full particulars of the Goods offered and shall complete the schedules attached hereto in full.

- 16.2 The Schedules shall be completed in full with full particulars and comprehensive technical descriptions of the Goods offered. Tenderers shall detail actual particulars, parameters or dimensions specific to the Goods offered and shall not simply refer to other standards or specifications.
- 16.3 Sufficient technical data, diagrams, schematics, dimensioned drawings and relevant information shall be submitted with the tender to enable the characteristics and merits of the Goods offered to be ascertained, including the design provisions. Drawings complying with the requirements laid out above shall accompany the tender submission.
- 16.4 The tenderer shall submit a complete list of modules, controllers, cards and components which shall be priced as spares on the Pricing Schedule C.4
- 16.5 The manufacturers and the places of manufacture, testing and inspection of the various portions of the Works shall be stated in the Schedules together with full details of the location and capabilities of their service / repair facility situated closest to Cape Town. No changes to these particulars will be permitted after contract award except under exceptional circumstances and with detailed motivation by the Contractor. Such changes shall be subject to the written agreement of the Engineer.
- 16.6 Tenderers who are not the Original Equipment Manufacturers (OEMs) of the Goods detailed in the Price Schedule shall provide a letter from the OEM of the relevant Goods verifying that they are an authorised reseller or distributor of that equipment referenced on and attached to Schedule F.13 F. Such Tenderers shall include details of their experience as authorised resellers or distributors of the Goods detailed in the Price Schedule in Schedule F.13 C & D.
- 16.7 Tenderers shall tender for a single manufacturer only per Goods item, either the Tenderer or a separate OEM as envisaged above. The Tenderer is required to commit to the single manufacturer per item for the full duration of the contract and is to provide the detailed particulars and drawings as listed above that are specific to that manufacturer.
- 16.8 Tenderers shall submit their Company Organogram, and in addition a Company Organogram for the OEM if the Tenderer is not the OEM. Organograms shall detail the structure of the Tenderer's and OEM's companies and the relationships between the tendering, manufacturing, technical support, quality assurance and administrative staff, departments, and duties within each company.

- 16.9 Tenderers shall submit a Quality Plan detailing the manufacturing and quality process, and shall include full particulars detailing their fabrication, welding, corrosion protection and painting processes. This should also include a schedule of the process with periods since the receipt of an official order from the Employer that indicates when hold points would occur and when the Factory Inspection could be expected to be arranged.
- 16.10 Information should be submitted detailing the quantity of similar units, manufactured and supplied by the Tenderer and/or the OEM and in service in South Africa, as well as the details of existing users of the Goods tendered.
- 16.11 Tenderers for Items D1 to D7 shall include copies of the Contractor's accreditation from the OEM to conduct the work specified, and their Works Method Statements as specified
- 16.12 All apparatus should comply with this Specification. Any departures from the requirements of this Specification or non-compliance shall be stated by the Tenderer clause-by-clause in the schedules and may be accepted at the Engineer's discretion. Undisclosed non-compliance with requirements of the Specification shall result in the Contractor being bound to the requirements of the Specification.
- 16.13 No departure shall be implemented without the prior approval of the Engineer.
- 16.14 The Contractor shall be responsible for any discrepancies, errors or omissions in the particulars and guarantees, whether or not such particulars and guarantees have been approved by the Engineer.
- 16.15 All details given in this Specification and the drawings forming part of it have been carefully compiled but the onus is on the Tenderer to satisfy himself as to the accuracy thereof.

17 **TRAINING**

- 17.1 Training shall be provided in Cape Town to enable the Employer's staff to install, set up, maintain and operate the equipment offered.
- 17.2 The training course for the equipment shall include, but not be limited to, the following:
- 17.2.1 Theory of operation

- 17.2.2 Detailed overview of equipment
- 17.2.3 Interlocks and Safety Features
- 17.2.4 Installation and commissioning
- 17.2.5 Battery maintenance requirements and practices
- 17.2.6 Maintenance manual review
- 17.2.7 Testing, troubleshooting/fault-finding and configuration
- 17.2.8 Minor Repairs
- 17.2.9 Practical Demonstration
- 17.3 The training details submitted with the Tender shall include a description of the contents and duration of the course and the prerequisites, if any, required of course participants. The outlines shall be in sufficient detail to evaluate the course material.
- 17.4 The training instructors shall be South African based staff members of the OEM or their Agent and shall have been certified by the OEM as training instructors in the particular equipment offered.
- 17.5 The instructors shall have a complete and thorough knowledge of the equipment and course materials and shall have proven prior experience in conducting the specified training.
- 17.6 As the training may need to be conducted on more than one occasion during the contract period the training interventions shall neither require nor be priced to be conducted by overseas equipment specialists. Training interventions that are excessively priced will not be awarded without full justification and detailed breakdown of costing by the Tenderer.
- 17.7 Each course participant shall receive a copy of the training manuals and other documentation used during the training courses.
- 17.8 All training will be undertaken at the Employer's premises, and will be arranged through the Employer's Training Department.
- 17.9 The training course shall be given to classes of maximum of 15 individuals per class and the training course per class shall be conducted and completed in a single, full working day.

- 17.10 A full training intervention shall be defined as five consecutive classes (one class per day) and be completed in a single week of five working days (Monday to Friday), with a maximum expected attendance of 75 individuals.
- 17.11 The price for each full training intervention shall cover the complete training and include all preparation, travelling, accommodations and incidental costs including all course materials. The price tendered in the Pricing Schedule shall be for the full training intervention (i.e. One week (five consecutive working days) encompassing five repeats in succession of a single day course). The training price is not a price per person nor a price per day.
- 17.12 On completion of the training each candidate shall be provided with certification of attendance of the course, with copies of the certification being provided to the Employer.

18 TESTS AND INSPECTIONS

18.1 Inspections

- 18.1.1 During manufacture and prior to despatch the equipment may be inspected by the Engineer or his duly appointed representative who will call for such tests as he may consider necessary. To this end, the Engineer or his representative shall, during normal working hours, be given all reasonable access and facilities for the carrying out of his duties and shall have the right of entry into the factory of the manufacturer and the factory of any sub-contractor to the manufacturer, where work in accordance with this specification may be in progress.
- 18.1.2 Before the despatch of any equipment from the factory of manufacturer the equipment and the routine factory test and inspection reports shall have been inspected by the Engineer or his duly appointed representative and an Acceptance Certificate shall have been issued. The manufacturer shall confirm the calculated then firm delivery date with factory inspection date as part of their order acknowledgement document that is returned within 5 working days of receiving and order to the CCT supply chain management person that issued the order and the Engineer. The manufacturer will then send a notification to the Engineer at least one week in advance of the proposed dates for final inspections, and units shall be fully completed prior to the day of the final inspection.

18.2 Routine Tests

18.2.1 Routine tests as specified in SANS 1652 Clauses 5.2 to 5.13 and other applicable standards shall be carried out on all completed units, complete with cells, and shall be witnessed by the Engineer or his duly appointed representative unless specifically waived by the Engineer.

18.2.1.1 Dielectric Strength Test

A routine dielectric test at 2,5kVrms as specified in Table 3 of SANS 1652 shall be applied for a duration of one minute. It shall be demonstrated that effective electrical continuity exists between the earth stud, the charger cubicle and all component metal cases.

18.2.1.2 Insulation Resistance

The tests shall be performed at 500VDC using an instrument capable of measuring insulation resistance. The measured values shall be $>20M\Omega$.

18.2.1.3 Output Voltage Adjustment Control Test

Tests shall be carried out to demonstrate that the charger adjustment controls allows for continuous adjustment of the output voltage over the given range during float and boost charge as in the Returnable Schedule.

18.2.1.4 Output Voltage Regulation - Float Charging

Tests shall be carried out to show that the output voltage do not exceed the specified voltage limit under all combinations of input voltage and frequency variation as stated in the Returnable Schedules and at 5%, 25%, 50%, 75% and 100% of rated load.

18.2.1.5 Output Current Control Float Charging

Tests shall be carried to demonstrate that the charger is capable of providing the specified output current at nominal input voltage and frequency and that the current limiting circuit operates correctly. Output Voltage Regulation - Boost Charging

Tests shall be carried out to show that at 5%, 25%, 50%, 75% and 100% of rated load the voltage in the battery cell and the voltage at the DC distribution board do not exceed the specified values.

18.2.1.6 Temperature Rise Test

The tests shall demonstrate that complete charger unit (including cubicle) do not exceeds the maximum temperature rise values specified under nominal input voltage and 100% rated charger output current.

18.2.1.7 Ripple Voltage and Ripple Current Test

Tests shall be carried out to show that the ripple factor at rated full load current and rated output voltage do not exceed the values specified in the Returnable Schedules.

18.2.1.8 Power Efficiency Test

The input to output power loss at 5%, 50% and 100% full load at nominal input conditions shall be measured and recorded together with the input power factor. The losses shall not be greater at 100% load than those guaranteed by the Contractor as shown in the Tender or as amended by agreement with the Engineer.

18.2.1.9 Noise Level Test

It shall be demonstrated that under the specified conditions the specified maximum psophometric noise level is not exceeded. This test shall be carried out with a resistive load drawing 100% load current from the charger, and operating at the worst climatic condition shown in the Returnable Schedules.

18.2.2 Copies of the test results are to be furnished with each unit.

18.2.3 Certificates giving the full results of all tests made on the equipment shall be submitted to the Engineer in electronic (pdf) format by the Contractor for approval prior to or at the time of delivery of the equipment, for the Employer's records. All routine test certification shall be dated and signed by the manufacturer's test engineer. Equipment will not be formally accepted until such time as full routine test certification has been submitted and approved.

19 **QUANTITIES**

19.1 The Employer will order only those quantities that are actually required from time to time and may not order any quantity at all depending on project and customer demand.

19.2 Tenderers should note that the quantities in the following table are anticipated annual quantities and are provided only for the purpose of indicating approximate usage levels.

Table of Anticipated Annual Quantities Required

Item No.	Description	Unit of Measurement	Anticipated Annual Quantities Required
A1	110V,10A NiCad battery charger unit with an integrated battery cabinet	Each	5
A2	110V, 20A NiCad battery charger unit with an integrated battery cabinet	Each	5
A3	30V, 10A NiCad battery charger unit with an integrated battery cabinet	Each	40
A4	30V, 20A NiCad battery charger unit with an integrated battery cabinet	Each	25
A5	110V, 30A Lead Acid battery charger unit	Each	2
A6	110V, 50A Lead Acid battery charger unit	Each	2
A7	Additional DC distribution module for item A7 - A11.	Each	2
A8	Wall mounted box with fuse-switch for 110 V Lead Acid battery bank.	Each	2
A9	Load transfer and battery bank parallel switch for use with dual Nickel Cadmium battery bank systems.	Each	2
B1	50Ah Lead Acid Battery Cell	Each	50
B2	100Ah Lead Acid Battery Cell	Each	110
B3	150Ah Lead Acid Battery Cell	Each	110
B4	200Ah Lead Acid Battery Cell	Each	110
B5	250Ah Lead Acid Battery Cell	Each	110
B6	300Ah Lead Acid Battery Cell	Each	55
B7	350Ah Lead Acid Battery Cell	Each	55
B8	400Ah Lead Acid Battery Cell	Each	55
B9	450Ah Lead Acid Battery Cell	Each	55
B10	500Ah Lead Acid Battery Cell	Each	55
B11	550Ah Lead Acid Battery Cell	Each	55
B12	Wooden Battery Bank Stand for 55 Lead Acid Battery 100Ah to 150Ah Cells:	Each	2
B13	Wooden Battery Bank Stand for 55 Lead Acid Battery 200Ah to 300Ah Cells:	Each	2
B14	Wooden Battery Bank Stand for 55 Lead Acid Battery Cells: 350Ah to 450Ah	Each	2
B15	Wooden Battery Bank Stand for 55 Lead Acid Battery Cells: 350Ah to 450Ah	Each	2
B16	Battery Cell Discharge Unit, portable, multi-technology, with all accessories as specified	Each	2
C1	10Ah Nickel Cadmium battery cells	Each	500
C2	20Ah Nickel Cadmium battery cells.	Each	1 600
C3	30Ah Nickel Cadmium battery cells.	Each	375
C4	40Ah Nickel Cadmium battery cells.	Each	50
C5	50Ah Nickel Cadmium battery cells.	Each	50
C6	60Ah Nickel Cadmium battery cells.	Each	50
C7	70Ah Nickel Cadmium battery cells.	Each	50
D1	Install 110V Lead Acid battery bank and battery bank stands.	Each	2
D2	Test and commission 110V Lead Acid battery bank.	Each	2

Item No.	Description	Unit of Measurement	Anticipated Annual Quantities Required
D3	Install, test and commission 110V Lead Acid charger unit.	Each	2
D4	Install and terminate free issue multicore cable between charger and battery bank.	Each	2
D5	Supply and install load MCB into existing battery bank charger (including small panel wiring).	Each	2
D6	Install load transfer and battery bank parallel switches for dual Nickel Cadmium battery bank systems.	Each	2
D7	Decommission 110V Lead Acid Battery Bank.	Each	2
D8	Disposal of 110V Lead Acid Battery Bank from site.	Each	2
D9	Decommission 110V NiCad Battery Bank.	Each	2
D10	Disposal of 110V NiCad Battery Bank from site.	Each	2
E1	Training Course (Comprising 5x single day training sessions, on consecutive working days, for a maximum of 15 persons per session, as specified in the relevant section and clauses of the Technical Specification)	Each	1

20 DELIVERY PERIOD

- 20.1 The specified delivery period per item is detailed in the Price Schedule C.4.
- 20.2 Tenderers shall detail in the space provided in the Price Schedule the tenderer delivery period per item. Tendered delivery periods that exceed the specified delivery period will be to the approval of the Engineer.
- 20.3 Tendered delivery periods that are considered by the Engineer to be excessive and that would have an adverse effect on the Employer's material stock planning and project execution may result in the Tender being deemed non-responsive.
- 20.4 The contracted delivery period shall be the specified delivery period or an alternative tendered delivery period that has been considered and formally approved by the Engineer at the time of tender award.
- 20.5 The Contractor shall deliver Goods ordered from time to time in accordance with this tender within the contracted delivery period unless specifically approved to the contrary by the Engineer.
- 20.6 The Contractor shall on placement of new purchase orders by the Employer prepare a detailed delivery schedule that complies with the contracted delivery period and submit this to the Engineer within 5 working days of the placement of the orders. The manufacturer shall confirm the calculated date as displayed on the official Purchase Order which will then become the firm delivery date with a factory inspection date as part of their order

acknowledgement document that is returned within 5 working days of receiving the order to the CCT buyer that issued the order and to the Engineer.

20.7 In cases where large quantities of Goods are ordered simultaneously staggered deliveries that extend beyond the contracted delivery period will be considered provided that the anomaly is presented and a request for the approval of that delivery schedule has been submitted to the Engineer and it has then formally been approved by the Engineer, within 5 working days of receiving the order.

20.8 Contract deliveries that exceed the contracted delivery period and for which the extended delivery period has not been formally approved by the Engineer will be subject to penalties in accordance with the Special Conditions of Contract.

21 SAFETY

21.1 The successful Tenderer(s) will be responsible for the safe loading, transport, delivery and off-loading of the goods strictly in accordance with the requirements of the Occupational Health and Safety Act and all other relevant legislation. To this end the successful Tenderer(s) shall provide a detailed Health and Safety Plan to the City within two weeks of commencement of contract detailing the specific provisions put in place to ensure compliance in this regard.

22 HEALTH AND SAFETY FOR INSTALLATION WORK

22.1 GENERAL

22.1.1 The Contractor shall comply with the Occupational Health and Safety Act, Act 85 of 1993 as amended (OHS Act) and, in particular, with the Construction Regulations, 2003.

22.1.2 All the work included in this Contract shall be managed in accordance with all the relevant regulations of the OHS Act and, for the purposes of complying with the Construction Regulations, shall be deemed to be "construction work".

22.1.3 The Contractor, his representatives and workmen shall in all ways comply with the Employer's Power System Control Regulations. Once any item of equipment has been energised from the Employer's system, any test or other work necessary on such equipment

shall be conducted under the general control of one of the Employer's officials who has been authorised to conduct such operations in terms of the regulations.

22.1.4 It should be noted that the Specification generally describes the end product and not specific methods. As the methods of construction to be used are generally determined by the Contractor, detailed safety requirements applicable to all the operations to be carried out on Site are not provided in the contract documentation. The Contractor shall apply all the relevant safety regulations and requirements to the work methods and materials used.

22.1.5 The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

22.2 **EXISTING CONDITIONS**

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

22.2.2 Live high voltage and medium voltage electrical equipment.

22.2.3 Existing utility services.

22.2.4 Anticipated weather conditions.

22.3 **CONSTRUCTION MATERIALS**

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

22.3.2 All materials contained in pressurized containers

22.3.3 Epoxies

22.3.4 Acids

22.3.5 Paints

22.3.6 Sulphur hexafluoride gas

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

22.4 USE OF SITE BY THE EMPLOYER

22.4.1 The Contractor shall permit the Employer continuous access to the site in order to operate and maintain the existing electrical plant.

22.5 SITE RULES

22.5.1 Provided that the Contractor has submitted an acceptable health and safety plan, the site will be handed over to the Contractor. Thereafter, the Contractor will be entirely responsible for the safety of his staff and any other person on the site, and the public in the area in close proximity to the site.

22.5.2 The Contractor shall appoint a Construction Supervisor who shall be a competent person in terms of the OHS Act and shall have at least 5 years relevant construction experience.

22.5.3 All work shall be undertaken under the supervision of a responsible person appointed in terms of the OHS Act and who has attended suitable courses in terms of NRS 040 for the scope of the work. The City shall authorise the responsible person and shall issue a permit to this person.

22.5.4 No testing or other work on Site in connection with Works which are liable to be electrically charged from any source shall be permitted except under a 'Permit to Work" which will be issued for the purpose by the Employer's Authorised Person.

22.5.5 All incidents shall be reported strictly in accordance with the requirements of the OHS Act and the Conditions of Contract.

22.6 HEALTH AND SAFETY PLAN

22.6.1 In compliance with the Construction Regulations, at least 14 days prior to commencing work on site, the Contractor shall submit a comprehensive health and safety plan for approval by the Engineer. The health and safety plan shall address all identified hazards on site and shall include but not be limited to:

- 22.6.2 The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;
- 22.6.3 Safety method statements and procedures to be adopted to ensure compliance with the OHS Act. Aspects to be addressed shall include, as a minimum:
- 22.6.4 Storage and use of materials
- 22.6.5 The use of tools, vehicles and plant
- 22.6.6 Temporary support structures
- 22.6.7 Excavation work
- 22.6.8 Security, access control and the exclusion of unauthorised persons
- 22.6.9 Working in close proximity to live underground and overhead electrical services
- 22.6.10 Control of the movement of construction vehicles
- 22.6.11 The provision and use of temporary services
- 22.6.12 Compliance with way-leaves, permissions and permits
- 22.6.13 Safety equipment, devices and clothing to be employed
- 22.6.14 Emergency procedures
- 22.6.15 Provision of welfare facilities
- 22.6.16 Induction and training
- 22.6.17 Provision and maintenance of the health and safety file and other documentation
- 22.6.18 Arrangements for monitoring and control to ensure compliance with the safety plan
- 22.7 **ELECTRICAL HAZARD**
- 22.7.1 The construction site is existing substations and power station sites and the Contractor will have to work in close proximity to live DC installations as well as 230V ac and 11, 33, 66 and

132kV equipment. The Contractor shall take note of the possibility of induced currents and voltages in certain materials.

22.7.2 The Contractor shall provide all necessary barriers to restrict staff from entering identified danger zones.

22.7.3 Vehicles on site shall be driven under the close supervision of the site supervisor to ensure that the safety clearances are not infringed at any time.

22.8 **EXISTING UNDERGROUND CABLES**

22.8.1 The Contractor shall ensure that all exposed cables and structures are protected against mechanical damage at all times. Damage to any existing services shall be rectified at the sole cost of the Contractor and to the satisfaction of the Engineer.

22.8.2 No spikes, stakes or pegs may be driven into the ground unless it has been ascertained that safety clearances will be maintained and that no damage will be caused to underground cables or other services.

22.9 **SITE SECURITY**

22.9.1 The Contractor shall provide security personnel, on a 24h basis, for the duration of the work on site to ensure the security of the Site and the Works, including all exposed services and materials on site. The number of security personnel employed shall be sufficient to ensure an effective service. Security personnel shall be issued with communication devices to enable them to contact their supervisors in the event of an emergency.

22.9.2 The Contractor shall ensure that no member of the public or other unauthorised person enters the site at any time and shall ensure that access to the site is closed and locked at all times.

22.10 **STAFF TRAINING**

22.10.1 Prior to commencing work on site, the Contractor shall ensure that all staff on site have completed a training course during which they are instructed of the hazards on site and the actions required of them. No staff shall be permitted to work on site unless they have completed the training.

22.10.2 A safety meeting shall be held at least once a week, which all staff shall attend, to inform them of any existing or new hazard or health risk present on site.

22.10.3 The proceedings of the safety meetings shall be recorded in writing and each staff member. A declaration by each staff member that they understand the hazards and risks and the mitigating actions required of them shall be attached to these minutes. The minutes shall be kept on file on site at all times.

22.10.4 Every day, before commencing work, the Contractor shall hold a short discussion during which one staff member explains to the rest of the work team his\her understanding of the inherent hazards and risks. A different staff member shall be chosen each day so that all staff are required to demonstrate that they have a clear understanding of the hazards on site.

22.11 **AUDITS BY THE EMPLOYER**

22.11.1 The Contractor shall permit the Employer to conduct, at an agreed interval, regular audits of the implementation and maintenance of the approved health and safety plan and shall co-operate and provide all the documentation, as may be required, in this regard.

22.12 **VARIATIONS**

22.12.1 Should any variations be ordered or design amendments be issued, the Engineer will inform the Contractor of all the associated potential hazards to ensure that the health and safety aspects of the work ordered are taken into account.

23 **TRADE NAMES OR PROPRIETARY PRODUCTS**

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

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

24 EMPLOYMENT OF SECURITY PERSONNEL

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

25 FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (**C.8 Annex B**).

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

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

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

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

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

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, including the *Schedule of Deviations* (if any), or the date of the expiry date of the previous Contract date:
- 1.1B “Conditions of Contract” means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

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

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

Delete clause 7.1 to 7.4 and replace with the following:

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

11. Insurance

Add the following after clause 11.1:

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

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

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

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

[11.2.4 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 Not Applicable

17. Prices

Add the following after clause 17.1

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

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.

In the event that the actual delivery for goods ordered in terms of this tender exceeds the contracted delivery period, a penalty of 0.5% per week of the value of the overdue goods will be imposed. No such penalties shall exceed 10% of the value of the overdue goods concerned.

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

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

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

23.8.4 Reputational risk or harm to the Purchaser

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

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

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

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:
- 26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or
- 26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.
- 26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Contract.

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

- (a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs

of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;

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

Add the following after clause 28.1:

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

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

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

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

28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations

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

Protection of personal information

37.1 The supplier acknowledges that it will be processing personal information as defined in the Protection of Personal Information Act No. 4 of 2013 relating to City customers, on behalf of the City. Accordingly, it undertakes to ensure compliance with the Act in respect of its processing activities. In particular, it undertakes to keep such information confidential and not to disclose it unless required by law or in the course of the proper performance of its duties. Furthermore, it undertakes to maintain security measures as envisaged in Sections 19 and 21 of the Act. The requirements of this apply to all agents and subcontractors acting on behalf of tenderers and must be included in all contracts between tenderers and their agents or subcontractors.

C.7 GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for the purposes of such performance.

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

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

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

6. Patent rights

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

7. Performance Security

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

8. Inspections, tests and analyses

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme

temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

14. Spare parts

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

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the

supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.
- 27.2 If, after 30 (thirty) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the Parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker’s Warranty



Letterhead of supplier’s Insurance Broker

Date _____

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 2023/24

TENDER DESCRIPTION:

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier’s Insurance Broker)

MONTHLY PROJECT LABOUR REPORT



BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:
--

Year	Month

Sheet		
1	of	

	(8)	(8)	(8)	(9)			(10)		(11)	(12)	(13)	(14)
No.	First name	Surname	ID number	New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	Job seeker database (Y/N)	Contract start date (DDMMYY)	Contract end date (DDMMYY)	No. days worked this month (excl. training)	Training days	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 Applicable**

Annexure D - Pro Forma Advance Payment Guarantee
Not Applicable

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

1. TENDER CONDITIONS

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

2. CPA PROVISIONS SELECTION

- 2.1 The prices stipulated on the Price Schedule are subject to adjustment as set out below.
- 2.2 Tenderer to indicate the specific CPA and/or RoE provisions applicable to their bid by marking the relevant checkboxes below. Tenderers to note that the CPA and/or RoE provisions are not exclusive and multiple CPA Types can exist if the bid contains both local and foreign exchange based pricing. In such cases the CPA and/or ROE provision applies only to that particular portion of the tendered price.
- 2.3 The CPA and/or RoE provisions applicable to this tender and resulting contract are to be indicated below by checking the relevant boxes (with multiple selections only where indicated permissible):

	<u>Indicate option</u> ↓	<u>CPA Type</u>	<u>Period</u>	<u>Refer to Section</u>
A	N/A	FIRM PRICES as per Pricing Schedule	Annual	<i>Pricing Schedule C.4 and Schedule F.1 (A)</i>
<u>LOCAL (RSA) TENDER CONTENT:</u>				
EITHER				
B	<input type="checkbox"/>	SEIFSA Index based CPA	Quarterly	<i>Schedule F.1 (B)</i>
OR				
C	<input type="checkbox"/>	Pricelist / Quotation Based CPA	Quarterly	<i>Schedule F.1 (C)</i>
OR				
D	N/A	STATS SA CPI Index Based CPA	Annually	<i>Schedule F.1 (D)</i>
OR/AND				
E	N/A	Sectorial Determination 1:Contract Cleaning Sector	Annually	<i>Schedule F.1 (E)</i>
OR				
E	N/A	Sectorial Determination 6: Private Security Sector	Annually	<i>Schedule F.1 (E)</i>
<u>IMPORTED GOODS AND / OR COMPONENTS (IF APPLICABLE)</u>				
F	<input type="checkbox"/>	ROE based CPA	Ad-Hoc	<i>Schedule F.1 (F)</i>
AND (IF REQUIRED), EITHER				
G	<input type="checkbox"/>	Pricelist / Quotation based CPA	Ad-Hoc / Periodic	<i>Schedule F.1 (G)</i>
OR				
H	<input type="checkbox"/>	Overseas CPI / PPI index based CPA	Ad-Hoc / Periodic	<i>Schedule F.1 (H)</i>

- 2.4 CPA and/or RoE provisions marked as **not applicable** is not relevant and will not apply to this tender and resulting contract.

3. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

- 3.1 Any claim for variation in the contract price (either CPA or RoE adjustments) must be submitted in writing:

- i. By letter to: Director, Mr Edgar Capes, City of Cape Town,
P O Box 655, Cape Town, 8000 or
- ii. By email to: EAMCPA.Request@capetown.gov.za

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

- 3.2 When submitting a request for CPA and/or RoE adjustment the Supplier shall indicate the Rand Value claimed for each item listed on C.4 - Price Schedule, clearly indicating the item number as per C.4 - Price Schedule. Percentage increases will not be considered. A mere notification of a request for CPA without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid request.
- 3.3 The CCT reserves the right to request the Supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for CPA or RoE adjustments. Price adjustments will not be processed until such time as the Supplier submits such auditor's certificates or other documentary proof to the CCT. Should the Supplier fail to submit the auditor's certificates or other documentary proof to the CCT within 30 days from the written request, it shall be presumed that the Supplier has abandoned his request.
- 3.4 The CCT reserves the right to withhold payment of any claim for adjustment while only provisional figures are available and until such time as the final (revised) figures are issued by the relevant authority.
- 3.5 The CCT will confirm in writing once processing of the CPA or RoE adjustments have been completed including the effective date of the adjustments.
- 3.6 Where pricelist-based and other non-index based CPA requests are investigated and found to be not reasonable and market related, the CCT reserves the right to reject such requests. Where disputes arise with respect to such rejected requests the CCT reserves the right to procure the Goods from other available Suppliers until such time as the dispute is resolved.
- 3.7 Unless indicated otherwise in the relevant schedule below, all Purchase Orders issued on or after the effective date of the adjustment shall be issued at, and the Goods or Services supplied, invoiced and paid for at the adjusted prices. The relevant adjustment will not be applied to Purchase Orders issued prior to the effective date.

F.1 (A) – FIRM PRICES

NOT APPLICABLE

F.1 (B) LOCAL SOUTH AFRICAN CONTENT – SEIFSA INDICES

1. Tenderers/Suppliers that are manufacturers of the tendered goods and that indicate CPA provision above based on SEIFSA Indices shall comply with the conditions specified below and shall complete Table F.1 (B).1: SEIFSA Base Material and Labour Prices in full.
2. Material, labour and / or road freight price variation shall be calculated based upon the SEIFSA base material, labour and / or road freight prices / indices and the price proportions indicated by the Tenderer/Supplier for the Goods tendered, as detailed in Table F.1 (B).1: SEIFSA Base Material and Labour Prices.
3. For items that are also subject to RoE and / or Overseas Pricelist / Quotation based CPA, the SEIFSA index based CPA **shall apply only to the South African Content portion**.
4. A minimum of 10% of the **South African Content portion** of the tender price shall be fixed and free of variation for the duration of the contract.
5. The contract price per item shall be adjusted **quarterly** in advance of placement of orders, and the adjusted contract price shall be applicable for purchase orders placed during the following full calendar month.
6. Fluctuations in the prices of raw materials, labour and road freight will be acceptable for the item price in C.4 Price Schedule, CPA calculations.
7. The base month for CPA calculations shall be the calendar month prior to the month of the closing date for tenders, and SEIFSA indices published in this month shall be used.
8. Adjusted contract prices per item shall be calculated based upon the SEIFSA indices published in the calendar month of application for the amended item contract prices.
9. Material and labour price variation shall be calculated based upon the SEIFSA base material and labour indices and the stipulated price proportions as detailed in Table F.1 (B).1.
10. The process to be followed by Tenderers/Suppliers for claims for CPA in terms of SEIFSA shall be as follows:
 - a) The Tenderers/Suppliers shall approach the CCT in writing during the week following the third Friday of each month with an application for the adjustment of the contract prices in C.4 Price Schedule and the amended prices to be applicable to the contract during the following calendar month.
 - b) The application shall be based upon the SEIFSA indices published during the calendar month of application (those published on the Monday following the third Friday of the month and detailing the latest available indices) and shall detail the proposed adjusted unit prices for the Items and include detailed calculations indicating how the adjusted unit prices per item have been established.
 - c) Calculations of the CPA shall use the original tendered unit rates, the base indices, the indices published in the calendar month of application and the SEIFSA formula and shall contain no other factors or adjustments.
 - d) The CCT will check and approve the proposed unit prices for the following month prior to the last day of the month of application. The CCT will notify the Tenderers/Suppliers in writing of approval of the proposed prices.
 - e) All purchase orders for the contracted Items issued during a month shall be issued, invoiced and paid at the contract unit prices approved for that month and no further SEIFSA based contract price adjustment claims will be considered, irrespective of the actual month of delivery and whether or not deliveries were subject to any manufacturing or delivery delays.
 - f) The required delivery dates for orders placed by the Employer for the contracted Items will be determined based upon the date of issue of the purchase order and the contract delivery period. Delays in the delivery of the Items for orders placed by the CCT shall not entitle the Tenderers /Suppliers to any amendment of the approved contract price adjustment applicable to that order.
 - g) Failure by the Tenderers/Suppliers to submit claims for CPA within the timeframes detailed above will result in the unit rates for the items concerned being determined by the CCT in accordance with the published SEIFSA indices. The CCT however reserves the right in such a case not to amend the unit rates for the item if it is not to the CCT's advantage.

- h) The successful Tenderers/Suppliers shall immediately upon notification of commencement date of contract (or date of issue of first PO) submit written application for approval of adjustment to the contract prices in C.4 Price Schedule that shall be applicable during the first calendar month of the contract. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices for the first calendar month of the contract.
- i) Failure to submit such application within two working weeks of commencement of contract shall result in the tendered unit prices in C.4 Price Schedule being applied for orders placed during the first calendar month of the contract.
- j) Application for CPA thereafter shall follow the process detailed above.

TABLE F.1 (B).1: SEIFSA BASE MATERIAL AND LABOUR PRICES

Where Tender prices are subject to adjustment the prices quoted shall be subject to price variation based upon the SEIFSA base prices or indices for materials and labour detailed below.

For the purposes of this tender the **base month** shall be **January 2025**

	3CR12 Steel	OTHER: _____	OTHER: _____	OTHER: _____	OTHER: _____	LABOUR
SEIFSA Table No:						
SEIFSA ITEM DESCRIPTION:						
Base Month Price / Index:						

TENDERER/SUPPLIER TO NOTE:

- a) This Schedule is only applicable if the Tenderer/Supplier is the Manufacturer of the Goods
- b) A Minimum of 10% of the tendered local South African price must remain fixed.

TABLE F.1 (B).(Cont'd): SEIFSA BASE MATERIAL AND LABOUR PRICES

ITEM NO.	DESCRIPTION	MATERIAL					LABOUR	FIXED PORTION OF TENDER PRICE (Min 10%) (%)
		The percentage contributions of specific materials to the total price per item are as follows:-					Proportion of Price Attributed to Labour Cost (%)	
		3CR12 Steel	OTHER (AS ABOVE)	OTHER (AS ABOVE)	OTHER (AS ABOVE)	OTHER (AS ABOVE)		
Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)				
A1	110V, 10A Nickel Cadmium battery charger unit with an integrated battery cabinet							
A2	110V, 20A Nickel Cadmium battery charger unit with an integrated battery cabinet							
A3	30V, 10A Nickel Cadmium battery charger unit with an integrated battery cabinet							
A4	30V, 20A Nickel Cadmium battery charger unit with an integrated battery cabinet							
A5	110V, 30A Lead Acid battery charger unit							
A6	110V, 50A Lead Acid battery charger unit							
A7	Additional DC distribution module for item A5 – A6.							
A8	Wall mounted box with fuse-switch for 110 V Lead Acid battery bank.							

ITEM NO.	DESCRIPTION	MATERIAL					LABOUR	FIXED PORTION OF TENDER PRICE (Min 10%) (%)
		The percentage contributions of specific materials to the total price per item are as follows:-					Proportion of Price Attributed to Labour Cost (%)	
		3CR12 Steel	OTHER (AS ABOVE)	OTHER (AS ABOVE)	OTHER (AS ABOVE)	OTHER (AS ABOVE)		
Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)				
A9	Load transfer and battery cell parallel switch for use with dual Nickel Cadmium battery bank systems.							
B1	50Ah Lead Acid Battery Cell							
B2	100Ah Lead Acid Battery Cell							
B3	150Ah Lead Acid Battery Cell							
B4	200Ah Lead Acid Battery Cell							
B5	250Ah Lead Acid Battery Cell							
B6	300Ah Lead Acid Battery Cell							
B7	350Ah Lead Acid Battery Cell							
B8	400Ah Lead Acid Battery Cell							
B9	450Ah Lead Acid Battery Cell							
B10	500Ah Lead Acid Battery Cell							
B11	550Ah Lead Acid Battery Cell							
B12	Wooden Battery Bank Stand for 55 Lead Acid Battery 100Ah to 150Ah Cells:							

ITEM NO.	DESCRIPTION	MATERIAL					LABOUR	FIXED PORTION OF TENDER PRICE (Min 10%) (%)
		The percentage contributions of specific materials to the total price per item are as follows:-					Proportion of Price Attributed to Labour Cost (%)	
		3CR12 Steel	OTHER (AS ABOVE)	OTHER (AS ABOVE)	OTHER (AS ABOVE)	OTHER (AS ABOVE)		
Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)				
B13	Wooden Battery Bank Stand for 55 Lead Acid Battery 200Ah to 300Ah Cells:							
B14	Wooden Battery Bank Stand for 55 Lead Acid Battery Cells: 350Ah to 450Ah							
B15	Wooden Battery Bank Stand for 55 Lead Acid Battery Cells: 500Ah to 550Ah							
B16	Battery Cell Discharge Unit, portable, multi-technology, with all accessories as specified							
C1	10Ah Nickel Cadmium Battery cells							
C2	20Ah Nickel Cadmium Battery cells.							
C3	30Ah Nickel Cadmium Battery cells.							
C4	40Ah Nickel Cadmium Battery cells.							
C5	50Ah Nickel Cadmium Battery cells.							

ITEM NO.	DESCRIPTION	MATERIAL					LABOUR	FIXED PORTION OF TENDER PRICE (Min 10%) (%)
		The percentage contributions of specific materials to the total price per item are as follows:-					Proportion of Price Attributed to Labour Cost (%)	
		3CR12 Steel	OTHER (AS ABOVE)	OTHER (AS ABOVE)	OTHER (AS ABOVE)	OTHER (AS ABOVE)		
Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)				
C6	60Ah Nickel Cadmium Battery cells.							
C7	70Ah Nickel Cadmium Battery cells.							
D1	Install 110 V Lead Acid battery bank and battery cell stands.							
D2	Test and commission 110 V Lead Acid battery bank (incl, charge and discharge tests on battery cell) .							
D3	Install, test and commission 110 V Lead Acid charger unit.							
D4	Install and terminate free issue multicore cable between charger and battery bank.							
D5	Supply and install load MCB into existing battery cell charger (including small panel wiring).							
D6	Install load transfer and battery cell parallel switches for use with dual Nickel Cadmium battery bank systems.							
D7	Decommission 110V Lead Acid Battery Bank.							

ITEM NO.	DESCRIPTION	MATERIAL					LABOUR	FIXED PORTION OF TENDER PRICE (Min 10%) (%)
		The percentage contributions of specific materials to the total price per item are as follows:-					Proportion of Price Attributed to Labour Cost (%)	
		3CR12 Steel	OTHER (AS ABOVE)	OTHER (AS ABOVE)	OTHER (AS ABOVE)	OTHER (AS ABOVE)		
Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)				
D8	Disposal of 110V Lead Acid Battery Bank from site.							
D9	Decommission 110V NiCad Battery Bank.							
D10	Disposal of 110V NiCad Battery Bank from site.							
E1	Training Course (Comprising 5x single day training sessions, on consecutive working days, for a maximum of 15 persons per session, as specified in the relevant section and clauses of the Technical Specification)							
F1	Spare item 1:							
F2	Spare item 2:							
F3	Spare item 3:							
F4	Spare item 4:							
F5	Spare item 5:							
F6	Spare item 6:							

ITEM NO.	DESCRIPTION	MATERIAL					LABOUR	FIXED PORTION OF TENDER PRICE (Min 10%) (%)
		The percentage contributions of specific materials to the total price per item are as follows:-					Proportion of Price Attributed to Labour Cost (%)	
		3CR12 Steel	OTHER (AS ABOVE)	OTHER (AS ABOVE)	OTHER (AS ABOVE)	OTHER (AS ABOVE)		
Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)				
F7	Spare item 7:							
F8	Spare item 8:							
F9	Spare item 9:							
F10	Spare item 10:							

F.1 (C) LOCAL SOUTH AFRICAN CONTENT - SUPPLIER/ MANUFACTURER PRICE LIST/QUOTATIONS

1. Tenderers /Suppliers that are not the manufacturer or original supplier of the tendered goods and whose tender prices are based on the price list/quotation of another company (manufacturer or other supplier) may apply Supplier / Manufacturer Pricelist / Quotation based CPA.
2. In such cases the Tenderer is required to submit with his tender a copy of the original Supplier / Manufacturer Pricelist / Quotation upon which his tender prices are based. Such pricelist / Quotation is required to be on the Letterhead of the Supplier / Manufacture, is to be dated, referenced and signed, and is to provide clear reference to the tender number and is required to clearly reference each item quoted to the respective Tender Item Number indicated in C.4 Price Schedule.
3. The tenderer shall further confirm the Manufacturer / supplier, Quotation date and reference number and applicable tender Items by completing Table F.1(C).1 below.

Table F.1(C).1: Price Schedule information for Manufacturers/Suppliers Price List(s)/Quotation

Manufacturer/ Supplier Name	Price List Information		
	Price List/Quotation Date.	Price List/Quotation Reference Number	Pricelist applicable to Items as per C.4 Price Schedule

4. During the contract period, the Tenderer (now Supplier) must submit the request for price adjustment based on increases in pricelists of manufacturers/suppliers prior to the effective date of the increase in the pricelist.
5. The effective date of any price adjustment granted will be the first day of the month following the month during which the fully substantiated application for contract price adjustment is submitted or, by agreement between the Tenderer/Supplier and the CCT, a subsequent date on which the price adjustment will become effective.
6. In instances where the Supplier's price adjustment claimed is less than entitled, the lesser price will be accepted.

7. Purchase orders placed prior to the effective date of any price increase shall be placed at the previously agreed price, not the claimed adjusted price.
8. Only the difference in source supplier / manufacturer pricelist (actual cost, not percentage) may be adjusted and under no circumstances may the Tenderer/Supplier increase their profit margin.
9. The Tenderer/Supplier shall, when submitting claims for contract price adjustment, submit all of the documentation indicated below a minimum of two weeks prior to the effective date of the contract price adjustment:
 - a) Copies of price lists upon which original tender prices were based (refer to clause 2, Table F.1(C).1 above) clearly indicating the item(s) according to C.4 Price Schedule.
 - b) The new price list (*from the same Supplier / Manufacturer as originally tendered*) on the relevant manufacturer/suppliers letterhead (with pamphlets, brochures and e-mail communication) clearly indicating the item(s) according to C.4 Price Schedule.
 - c) Detailed calculations indicating how the “adjusted” price was calculated. The calculations must be submitted in Excel, together with a signed, “PDF” version of the Excel spreadsheet. The example below – Table F.1(C).2, is what is required.
 - d) A covering letter on the Supplier’s letterhead requesting the CPA with the effective date of the claim.
10. The CCT will consider the request and either refer the request back for correction or additional information or approve the request.
11. The CCT will assess such pricelist based CPA claims against market pricing and indices and other input pricing indicators and will only approve such claims that are confirmed to be reasonable and market related with reference to the source pricing information provided with the tender and with the CPA application
12. Approval of the CPA request including confirmation of the effective date, will be communicated to the Supplier in writing together with a list of the approved adjusted rates. The effective date will be as per clause 3 above.
13. The successful Tenderer/Supplier shall immediately upon notification of the commencement date of contract submit written application for approval of any adjusted unit prices for the Goods that may have been notified by the Supplier / Manufacturer of the Goods, together with the required supporting documentation. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices at the commencement of the contract.
14. Failure to submit such application within two working weeks of commencement of contract shall result in the tendered unit prices being applied for initial orders placed following commencement of the contract.
15. In the event of a Supplier changing their Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Supplier has obtained prior approval from the City for the change of Supplier / Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.

Table F.1(C).2 – Pro Forma Table for Adjustments in price where the Supplier is not the Manufacturer)

C.4 Price Schedule Item No.	Original Tender Price	Previous and New Price List Information					New Contract Price (Excl. VAT)
		Manufacturer/Supplier	Material no.	Price as per previous Manufacturer/Supplier Price List (Excl. Vat) Price List Date: _____	Price as per new Supplier/Manufacturer Price List (Excl. Vat) Price List Date: _____	Difference between the previous and new manufacturer Price list (C)-(B)	
	(A)			(B)	(C)	(D)	(A)+(D)

**When submitting the first request for price adjustment, use the tender price as per C.4 Price Schedule.*

F.1 (D) LOCAL SOUTH AFRICAN CONTENT - STATS SA CONSUMER PRICE INDEX

NOT APPLICABLE

F.1 (E) LOCAL SOUTH AFRICAN CONTENT – SECTORIAL DETERMINATION

NOT APPLICABLE

**F.1 (F) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA
RATE OF EXCHANGE PRICE VARIATIONS**

- Subject to the above, when tendered prices of certain items in C.4 Price Schedule are subject to adjustment for changes in the cost of goods and/or components imported from outside of South Africa, the Tenderer must (as part of the bid submission) provide a list of such items and other information as required in Table F.1 (F).2 below and include it in the bid submission.
- Only tenderers who are the direct importer of the goods may claim rate of exchange price variations.

Table F.1 (F).1: Information required for prices subject to Rate of Exchange adjustments

Exchange Rate on which tender is based:	_____ 1 : Rand _____
Exchange Rate on which tender is based: (if more than one currency)	_____ 1 : Rand _____
Exchange Rate on which tender is based: (if more than one currency)	_____ 1 : Rand _____
Name of Bank	
Date of quoted rate of exchange	
Documentation relevant to calculation of adjustments based on Rate of Exchange (Mark with "x")	
Bill of Lading	
Waybill	
Customs invoice	
Other: _____	

TABLE F.1 (F).2: Price Basis for Imported Resources

C.4 Price Schedule Detail		Rand Value Calculation for Foreign Content (FOB)			Customs Surcharge		Customs Duty			Rand Value for South African Content (FOR)	Total Tender Price in Rand of (C) + (D) + (E) + (F) included in Price Schedule C.4
C.4 Price Schedule Item No.	Description of Resources	Value in Foreign Currency denomination	Rate of Exchange as at Base Date*	Value in Rand for Foreign currency content (A) x (B)	%	Rand	%	Rand	Customs Duty Tariff Reference	Value in Rand for South African Content	(G)
		(A)	(B)	(C)		(D)		(E)		(F)	
A1											
A2											

A3																	
A4																	
A5																	
A6																	
A7																	
A8																	
A9																	
B1																	
B2																	
B3																	
B4																	
B5																	
B6																	
B7																	
B8																	
B9																	
B10																	
B11																	
B12																	
B13																	
B14																	
B15																	
B16																	
C1																	
C2																	
C3																	
C4																	
C5																	
C6																	
C7																	
D1																	
D2																	
D3																	
D4																	

D5														
D6														
D7														
D8														
D9														
D10														
E1														
F1														
F2														
F3														
F4														
F5														
F6														
F7														
F8														
F9														
F10														

* Base Date: 7 (seven) calendar days before tender closing.

3. Any items/resources not inserted in Table F.1 (F).2 above, are deemed to be manufactured / supplied in South Africa and is not subject to adjustment in terms of variation in rate of exchange.
4. The price adjustment for variations in the cost of plant and materials imported from outside of South Africa shall be based on the information contained on the schedule titled "Price Basis for Imported Resources" (Table F.1 (F).2). The Rand value of goods and components comprising entirely or partly imported content that is inserted on the Table F.1(F).2 titled "Price Basis for Imported Resources" (column (G)) shall be the rate tendered in the Pricing Schedule C.4, and shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column (B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)) and any South African manufactured or added content (column (F)). Any mark-up by the Tenderer or other costs not detailed above shall be entirely contained within the South African Content (Column (F)).
5. Column A of Table F.1 (F).2 shall detail the actual quotation for the imported Goods or components, and shall be substantiated by the original source quotation for such Goods or components. (Source quotation from foreign supplier/manufacturer, see Schedule F.1 (G), Table F.1 (G).1 below). No Supplier mark-up on the foreign currency value of such imported Goods or components is permissible. All Supplier mark-up shall be included in the South African content, Column F of Table F.1 (F).2 above.
6. Based on the evidence provided in Clause 5 above, the value in Rand inserted in column (C) on the schedule titled "Price Basis for Imported Resources" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to Clause 7 below.

7. The adjustments shall be calculated upon the value in foreign currency in the Supplier's forward cover contract, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "Price Basis for Imported Resources", then the value in column (A) shall be used (or any adjusted value approved in accordance with Schedule F.1 (G) below).
8. Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "Price Basis for Imported Resources" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
9. The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.
10. Suppliers shall take out Forward Cover covering the foreign exchange component of the cost of any imported portion of the Goods ordered on each purchase order issued by the Employer.
11. The process to be followed by Suppliers for claims for Rate of Exchange Variations shall be as follows:
 - a) The Supplier shall within seven working days from the date of receipt of the purchase order arrange for cover or recovering forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported goods and components inserted by the Tenderer on the scheduled titled "Price Basis for Imported Resources" (Table F.1 (F).2), and submit such Forward Cover quotation to the City for approval.
 - b) Upon receipt of the quotation for Forward Cover from the bank, the Supplier must forward the quote ideally, within 15 minutes of receiving it from their banker to the CCT: **EAMCPA.Request@capetown.gov.za** and Contract Manager. This is to ensure that the time difference from generation of the quotation for Forward Cover to finalising the Forward Cover with the Bank, is kept to a minimum due to the change in the exchange rate throughout the day.
 - c) The Contract Manager will forward the quotation to the CCT Treasury Department immediately for their consideration and approval. The cut-off time for receipt of quotations for Forward Cover will be 14h00. It must be noted that if this deadline will not be achieved, it is recommended that the quotation process be undertaken on the following day which should fall within the 7 days of receipt of the purchase order.
 - d) Only once the Forward Cover quotation rate has been approve by CCT Treasury Department, may the Supplier finalise the Forward Cover contract with their bank at the rate approved by the CCT Treasury Department for that Purchase Order and forward a copy of the contract to the CCT via email: **EAMCPA.Request@capetown.gov.za** and Contract Manager.
 - e) The Forward Cover quotation envisaged above shall have the CCT purchase order number and a Forward Cover Contract (FCC) Value Date that is directly based upon the required delivery date for the imported Goods or components necessary in order to meet the Contract Delivery Period. Future FCC Value Dates beyond the Contract Delivery Period shall not be acceptable.
12. On delivery of the goods to the City the Supplier shall submit the following documentation to the CCT via email: **EAMCPA.Request@capetown.gov.za** and Contract Manager.
 - a) The Bill of Lading/Waybill/Customs Invoice (clearly indicating the items as identified on the purchase order).
 - b) Calculations detailing the difference in the rate of exchange at the time of entry and the date of tender. These shall be submitted on a covering letter.
 - c) The invoice / credit note for the Rate of Exchange adjustment applicable to the specific order.
13. In exceptional circumstances, and subject to the Employer's explicit approval, Rate of Exchange variations on Goods or components that are imported in bulk in

advance in fulfilment of the contract requirements or to create buffer stocks, but not specifically in response to specific purchase orders placed by the Employer in accordance with the contract, shall be based upon whichever of the following two methodologies is more advantageous to the Employer:

- a) Methodology 1: A spot quotation for the Forward Cover Contract rate for the imported portion of the Goods, based upon the FCC Value Date for the particular purchase order(s), as outlined in clause 11 above.
 - b) Methodology 2: The actual Rate of Exchange cost variations incurred in fulfilment of the purchase order(s), fully substantiated by detailed Bills of Lading and Customs Invoice applicable to the particular Goods delivered. The applicable Rate of Exchange shall be the rate as defined on the Customs Invoice for the imported Goods.
 - c) Determination of the more advantageous methodology shall be conducted and approved following delivery of the imported Goods or components to the Supplier but prior to delivery of the Goods to the Employer.
14. Approval of the process detailed in Clause 13 and sub-clauses above shall be on an order by order basis and application shall be submitted, with required supporting documents, immediately on receipt of the relevant purchase order(s).

F.1. (G) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA - MANUFACTURER/SUPPLIER PRICE/QUOTATION LIST

1. Manufacturer’s / Supplier’s Pricelist / Quotation Based CPA – Imported Goods or Components:

- 1.1 Tenderers with imported Goods or Components may claim contract price adjustment based on the overseas SUPPLIER’S / MANUFACTURER’S PRICE LISTS/ QUOTATION from the supplier or manufacturer of the tendered items.
- 1.2 In such cases the Tenderer is required to submit with his tender a copy of the original overseas Supplier / Manufacturer Pricelist / Quotation upon which his tender prices are based. Such pricelist / Quotation is required to be on the Letterhead of the Supplier / Manufacture, is to be dated, referenced and signed, and is to provide clear reference to the tender number or unambiguously indicate the relevant component.
- 1.3 The Tenderer is required to clearly reference each item quoted to the respective Tender Item Number indicated in C.4 Price Schedule by completing Table F.1 (G).1 below.

Table F.1 (G).1: Price Schedule information for Imported Goods or Components - Manufacturers/Suppliers Price List(s)/Quotation

Manufacturer/ Supplier Name	Price List Information		
	Price List/Quotation Date.	Price List/Quotation Reference Number	Pricelist applicable to Items as per C.4 Price Schedule

- 1.4 During the contract period, the Tenderer (now Supplier) must submit the request for price adjustment based on increases in pricelists of manufacturers/suppliers prior to the effective date of the increase in the pricelist.
- 1.5 The effective date of any price adjustment granted will be the first day of the month following the month during which the fully substantiated application for contract price adjustment is submitted or, by agreement between the Tenderer/Supplier and the CCT, a subsequent date on which the price adjustment will become effective.
- 1.6 In instances where the Supplier’s price adjustment claimed is less than entitled, the lesser price will be accepted.
- 1.7 Only the difference in source supplier / manufacturer pricelist (actual cost, not percentage) may be adjusted and under no circumstances may the Tenderer/Supplier increase their profit margin.
- 1.8 The Tenderer/Supplier shall, when submitting claims for contract price adjustment, submit all of the documentation indicated below a minimum of two weeks prior to the effective date of the contract price adjustment:
 - a) Copies of price lists upon which original tender prices were based (refer to Clause 1.2, Table F.1 (G).1 above) clearly indicating the item(s) according to C.4 Price Schedule.
 - b) The new price list (*from the same Supplier / Manufacturer as originally tendered*) on the relevant manufacturer/suppliers letterhead (with pamphlets, brochures and e-mail communication) clearly indicating the item(s) according to C.4 Price Schedule.
 - c) Submit detailed calculations indicating how the “new” price is calculated. The calculations must be submitted in Excel, together with a signed, “PDF” version of the Excel spreadsheet. The example below – Table F.1(G).2, is what is required.
 - d) A covering letter on the Supplier’s letterhead requesting the CPA with the effective date of the claim.
- 1.9 The CCT will consider the request and either refer the request back for correction or additional information or approve the request.
- 1.10 The CCT will assess such pricelist based CPA claims and will only approve such claims that are confirmed to be reasonable and market related with reference to the source pricing information provided with the tender and with the CPA application

- 1.11 Approval of the CPA request including confirmation of the effective date, will be communicated to the Supplier in writing. The effective date will be as per clause 1.3 above.
- 1.12 The successful Tenderer/Supplier shall immediately upon notification of the commencement date of contract submit written application for approval of any adjusted unit prices for the Goods that may have been notified by the Supplier / Manufacturer of the Goods, together with the required supporting documentation. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices at the commencement of the contract.
- 1.13 Failure to submit such application within two working weeks of commencement of contract shall result in the tendered unit prices being applied for initial orders placed following commencement of the contract.
- 1.14 In the event of a Supplier changing their Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Supplier has obtained prior approval from the City for the change of Supplier / Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.

Table F.1(G).2 – Pro Forma Table for Adjustments in price for Imported Goods or Components - Manufacturers/Suppliers Price List(s)/Quotation

C.4 Price Schedule Item No.	Original Tender Price (A)	Previous and New Price List Information					New Contract Price (Excl. VAT) (A)+(D)
		Manufacturer/ Supplier	Material no.	Price as per previous Manufacturer/ Supplier Price List (Excl. Vat) Price List Date: _____ (B)	Price as per new Supplier/ Manufacturer Price List (Excl. Vat) Price List Date: _____ (C)	Difference between the previous and new manufacturer Price list (C)-(B) (D)	
A1							
A2							
A3							
A4							
A5							
A6							

A7							
A8							
A9							
B1							
B2							
B3							
B4							
B5							
B6							
B7							
B8							
B9							
B10							
B11							
B12							
B13							
B14							
B15							
B16							
C1							
C2							
C3							
C4							

C5							
C6							
C7							
D1							
D2							
D3							
D4							
D5							
D6							
D7							
D8							
D9							
D10							
E1							
F1							
F2							
F3							
F4							
F5							
F6							
F7							
F8							
F9							

F10							
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OR

2. Supplier Price List Variations for Suppliers Supplying Goods Imported by Another Party

- 2.1 The Tenderers (now Supplier) that are not the director importer of the manufactured goods/components, and intend to purchase the goods from another supplier who in turn is importing the goods, may apply for Supplier / Manufacturer Pricelist / Quotation based CPA imported by a another Party.
- 2.2 In such cases the Tenderer is required to submit with his tender a copy of the original Supplier / Manufacturer Pricelist / Quotation upon which his tender prices are based. Such pricelist / Quotation is required to be on the Letterhead of the Supplier / Manufacture, is to be dated, referenced and signed, and is to provide clear reference to the tender number, exchange rate on which the quote is based and is required to clearly reference each item quoted to the respective Tender Item Number indicated in C.4 Price Schedule.
- 2.3 The tenderer shall further confirm the Manufacturer / supplier, Quotation date, exchange rate at date of quote and reference number and applicable tender Items by completing Table F.1(G).3 below.

Table F.1 (G).3: Price Schedule information for Imported Goods or Components, imported by Another Party Manufacturers/Suppliers Price List(s)/Quotation

Price List Information				
Manufacturer/ Supplier Name	Price List/Quotation Date.	Price List/Quotation Reference Number	Exchange Rate on which quote is based	Pricelist applicable to Items as per C.4 Price Schedule
			_____ 1 : Rand _____	
			_____ 1 : Rand _____	
			_____ 1 : Rand _____	
			_____ 1 : Rand _____	

- 2.4 During the contract period, the Tenderer (now Supplier) must submit the request for price adjustment based on increases in pricelists of manufacturers/suppliers within seven calendar days of the date of the purchase order date.

- 2.5 The price adjustment claim will be fully substantiated and the approval will be limited to the relevant Purchase Order.
- 2.6 In instances where the Supplier's price adjustment claimed is less than entitled, the lesser price will be accepted.
- 2.7 Only the difference in source supplier / manufacturer pricelist (actual cost, not percentage) may be adjusted and under no circumstances may the Tenderer/Supplier increase their profit margin.
- 2.8 The Tenderer/Supplier shall, when submitting claims for contract price adjustment, submit all of the documentation indicated below a minimum of seven (7) days from date of purchase order:
- a) Copies of price lists upon which original tender prices were based (refer to Clause 2.2, Table 2 above) clearly indicating the item(s) according to C.4 Price Schedule.
 - b) The new price list (*from the same Supplier / Manufacturer as originally tendered*) on the relevant manufacturer/suppliers letterhead (with pamphlets, brochures and e-mail communication) clearly indicating the item(s) according to C.4 Price Schedule.
 - c) Submit detailed calculations indicating how the "new" price is calculated.
 - d) A covering letter on the Supplier's letterhead requesting the CPA with the effective date of the claim.
- 2.9 The CCT will consider the request and either refer the request back for correction or additional information or approve the request.
- 2.10 The CCT will assess such pricelist based CPA claims and will only approve such claims that are confirmed to be reasonable and market related with reference to the source pricing information provided with the tender and with the CPA application
- 2.11 Approval of the CPA request for the relevant Purchase Order (refer to clause 2.5 above), will be communicated to the Supplier in writing.

F.1. (H) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA - BASED ON FOREIGN INDICES
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1. Adjustment for variation in labour and material Costs based on Indices in the country of manufacture.
 - 1.1 If the prices for imported Goods and/or components are not fixed, the Supplier shall in their Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. The imported goods and or components shall be adjusted annually in accordance with clause 18.2 below.
 - 1.2 The FOB adjustment in this CPA must be read with the values stipulated in the F.1 (F) (Column A) Schedule for Rate of Exchange.

2. Formula(e) for FOB price adjustment on goods and/or components ex-import:

Cost of goods and or components manufactured outside of South Africa and any foreign installation labour (FOB values in Table 2 titled “**Price Basis for Imported Resources**” (column (A))) will be fixed and firm except for variations in the rate of exchange and statutory obligations unless the following information is provided:

$$P = Po(0,1 + 0,9N/No)$$

Where

P = Adjusted Price

Po = Original Price

10% - Fixed

And:

No

Foreign Published Index (similar to SEIFSA CPI/PPI) in country of Origin:

N

DETAIL: _____

3. The FOB values in Table 2 titled “**Price Basis for Imported Resources**” (column (A)), shall remain fixed and firm for the first 12 calendar months from date of Commencement Date of Contract and Suppliers are not permitted to requests CPA during this period.
4. The FOB values will thereafter be subject to adjustment annually based on the average percentage of 12 months as published in the Foreign Published Index as follows:
 - 4.1 From the start of the 13th month to the end of the 24th month calculated as follows:

- a) The base month for the price adjustment being three (3) calendar months prior to Commencement Date of Contract; and
 - b) The end month shall be three (3) calendar months prior to the 12th month.
- 4.2 From the start of the 25th month to end of the 36th month calculated as follows:
- a) The base month for the price adjustment shall be three (3) calendar months prior to the 13th month; and
 - b) The end month shall be three (3) calendar months prior to 24th month.
5. The average percentage increase in the published index will be calculated using the base month to the end month (both included) divided by the number of months. (12 months totalled/12 to achieve the average for the Foreign Published Index)

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

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

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

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

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

Note: A copy of the Joint Venture Agreement shall be appended to *List of Other Documents Attached by Tenderer Schedule*.

Schedule F.3: Declaration for Procurement above R10 million

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

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

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

If YES, submit audited annual financial statements:

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

By attaching such audited financial statements to **List of Other Documents Attached by Tenderer Schedule**.

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

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

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

- 2.2 If YES, provide particulars:

--

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

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

If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of Other Documents Attached by Tenderer** schedule in the same format as the table below:

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

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

- 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

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State		To be Completed by the Tenderer	
	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)
Gender	3	5		
Race	3	5		
Disability	4	3		
Promotion of Micro and Small Enterprises	3	7		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:

4.5 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium

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

[Tick applicable box]

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

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

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

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

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

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
 - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 or higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
 - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
 - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
 - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
 - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
 - 1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.

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

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative: _____
 - 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:

Date

On behalf of the tenderer (duly authorised)

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

(a) a member of –

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

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

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

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

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

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

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

Schedule F.6: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

The CCT's anti-corruption hotline at 0800 32 31 30 (toll free)

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

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

 Date

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

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

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

Item	Question	Yes	No
2.1	<p>Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	<p>Is the tenderer or any of its directors/members listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	Was the tenderer or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <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
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I, the undersigned, in submitting this tender number: **160G/2024/25** and tender description: **MANUFACTURE, TESTING, SUPPLY, DELIVERY AND/OR INSTALLATION OF BATTERY CHARGERS AND BATTERY CELLS, AND DISPOSAL OF USED BATTERY CELLS** 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: _____

Date: _____

Print name: _____

On behalf of the tenderer (duly authorised)

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

Schedule F.10: Proposed Deviations And Qualifications By Tenderer

The Tenderer should record any **proposed** deviations or qualifications they may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

The Tenderer’s attention is drawn to clause 2.3.7.2 of the Standard Conditions of Tender referenced in the Tender Data regarding the CCT’s handling of material deviations and qualifications.

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

List relevant documentation attached in Schedule F.10 below.

Signature: _____ Date: _____

Print name: _____

On behalf of the tenderer (duly authorised)

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: _____ Date: _____

Print name: _____

On behalf of the tenderer (duly authorised)

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: _____

Date: _____

Print name: _____

On behalf of the tenderer (duly authorised)

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

The following information shall be provided with the Tender:

- a) Schedule F.13 A: Schedule of Manufacturer Information
- b) Schedule F.13 B: Schedule of Technical Data
- c) Schedule F.13 C: Schedule of Manufacturer's Experience and Facilities
- d) Schedule F.13 D: Details of Tenderer's Experience, Quality System (Quality Assurance Plan) and After Sales Facilities in South Africa
- e) Schedule F.13 E: Departures from the Requirements of the Specification
- f) Schedule F.13 F: OEM, Quality and Environmental Certification (Proof to be attached)
- g) Schedule F.13 G: Schedule of Type Tests or SABS certification
- h) Schedule F.13 H: Details of NiCad Cell Disposal
- i) Schedule F.13 I: Drawing summary sheet
- j) The various returnable documents required for supporting information in the Returnable Schedules, all other specified Returnables as detailed in the "Particulars" section of the Technical Specification, as well as all other returnables requested throughout this tender document. This includes, but is not limited to, the following (all of which should be listed in Schedule F.13):

Kindly ensure that documentation and drawings are clearly marked on each document (and in the titles of electronic files) with the Tender's Item Number(s) (unless it is a generally applicable document) that pertain to that attached document so as to enable a proper understanding and context of these supporting documents. Documents in soft/electronic copy shall be of adequate resolution to be fully legible.

 - i. Brochures and information of Manufacturers to support Schedule F.13 A & C
 - ii. Brochures and Data sheets to support Schedule F.13 B
 - iii. OEM & Tenderer Quality Assurance documentation to support Schedule F.13 D
 - iv. OEM ISO certificates to support Schedule F.13 F
 - v. OEM Authorisation letters (OEM to Tenderer) or (OEM to Supplier & Supplier to Tenderer) to support Schedule F.13 F
 - vi. Type Test Certificates or SABS Certificates to support Schedule F.13 G
Kindly provide the Schedules of Type Tests for the equipment offered in soft (electronic) copy (and at adequate resolution), clearly referencing the type test compliance as required in terms of the relevant specifications and then referencing on such document(s) to which item numbers in the tender it is applicable.
 - vii. BBBEE Certificates or Affidavits
 - viii. Tax PIN certificate
 - ix. Quotations from OEM(s) or Supplier to Tenderer
Kindly provide a copy(s) of the original pricelist(s) upon which your tender is based (as referenced), noting that these must be signed, dated and on the supplier's letterhead, addressed to your company with the CCT tender number referenced, and clearly detailing a single price that is referenced to the relevant tender item number(s) as quoted for.
 - x. COIDA letter of Good Standing or proof of Compensation Insurance
 - xi. Proof of Public liability and other insurance required

TENDERER NAME _____

SIGNED ON BEHALF OF TENDERER _____

Schedule F.13 A: Schedule of Manufacturer Information

(To be completed by Tenderer)

Item No.	Description	Manufacturer	Place of Manufacture	Place of Testing and Inspection	Name and Model (number)
A1	110V, 10A Nickel Cadmium battery charger unit with an integrated battery cabinet				
A2	110V, 20A Nickel Cadmium battery charger unit with an integrated battery cabinet				
A3	30V, 10A Nickel Cadmium battery charger unit with an integrated battery cabinet				
A4	30V, 20A Nickel Cadmium battery charger unit with an integrated battery cabinet				
A5	110V, 30A Lead Acid battery charger unit				
A6	110V, 50A Lead Acid battery charger unit				
A7	Additional DC distribution module for item A5 – A6.				
A8	Wall mounted box with fuse-switch for 110 V Lead Acid battery bank.				

Item No.	Description	Manufacturer	Place of Manufacture	Place of Testing and Inspection	Name and Model (number)
A9	Load transfer and battery cell parallel switch for use with dual Nickel Cadmium battery bank systems.				
B1	50Ah Lead Acid Battery Cell				
B2	100Ah Lead Acid Battery Cell				
B3	150Ah Lead Acid Battery Cell				
B4	200Ah Lead Acid Battery Cell				
B5	250Ah Lead Acid Battery Cell				
B6	300Ah Lead Acid Battery Cell				
B7	350Ah Lead Acid Battery Cell				
B8	400Ah Lead Acid Battery Cell				
B9	450Ah Lead Acid Battery Cell				
B10	500Ah Lead Acid Battery Cell				

Item No.	Description	Manufacturer	Place of Manufacture	Place of Testing and Inspection	Name and Model (number)
B11	550Ah Lead Acid Battery Cell				
B12	Wooden Battery Bank Stand for 55 Lead Acid Battery 100Ah to 150Ah Cells:				
B13	Wooden Battery Bank Stand for 55 Lead Acid Battery 200Ah to 300Ah Cells:				
B14	Wooden Battery Bank Stand for 55 Lead Acid Battery Cells: 350Ah to 450Ah				
B15	Wooden Battery Bank Stand for 55 Lead Acid Battery Cells: 500Ah to 550Ah				
B16	Battery Cell Discharge Unit, portable, multi-technology, with all accessories as specified				
C1	10Ah Nickel Cadmium Battery cells				
C2	20Ah Nickel Cadmium Battery cells.				
C3	30Ah Nickel Cadmium Battery cells.				
C4	40Ah Nickel Cadmium Battery cells.				

Item No.	Description	Manufacturer	Place of Manufacture	Place of Testing and Inspection	Name and Model (number)
C5	50Ah Nickel Cadmium Battery cells.				
C6	60Ah Nickel Cadmium Battery cells.				
C7	70Ah Nickel Cadmium Battery cells.				
D5	Supply and install load MCB into existing battery cell charger (including small panel wiring).				
F1	Spare item 1:				
F2	Spare item 2:				
F3	Spare item 3:				
F4	Spare item 4:				
F5	Spare item 5:				
F6	Spare item 6:				
F7	Spare item 7:				

Item No.	Description	Manufacturer	Place of Manufacture	Place of Testing and Inspection	Name and Model (number)
F8	Spare item 8:				
F9	Spare item 9:				
F10	Spare item 10:				

TENDERER NAME _____ SIGNED ON BEHALF OF TENDERER _____

Schedule F.13 B: Schedule of Technical Data
--

(To be completed by Tenderer)

1. LEAD ACID BATTERY CELLS

	Description	Specified 110V	Offered 110V
1.1	Manufacturer	XXXXXX	
1.2	Amp-hour capacity at 10 hour rate down to 1.85V/ battery cell		
	Lead Acid	50Ah	
	Lead Acid	100Ah	
	Lead Acid	150Ah	
	Lead Acid	200Ah	
	Lead Acid	250Ah	
	Lead Acid	300Ah	
	Lead Acid	350Ah	
	Lead Acid	400Ah	
	Lead Acid	450Ah	
	Lead Acid	500Ah	
	Lead Acid	550Ah	
1.3	Guaranteed battery cell life Years	> 15	
1.4	Type of battery cell plates	Vented Lead Acid	
1.4.1	Type of battery cell electrolyte	Sulphuric acid solution	
1.4.2	Type of Technology	Lead Acid flooded battery cell	
1.5	Cell filter cap	Screw top	
1.6	Float charge V/ battery cell	 2,26	
1.7	Battery Cell Voltage		
1.7.1	V/ battery cell	2,0	
1.8	Cell specific gravity and voltage at full SG charge V	XXXXXX	
1.9	Maximum conductivity of battery cell water	XXXXXX	
1.10	Boost charge	2,4	
1.11	Intercell connectors and accessories: (Supplied with cells)	Included	

* Delete whichever is not applicable.

1. LEAD ACID BATTERY CELLS (Continued)

	Description	Specified	Offered
		110V	110V
1.12	Nuts, bolts and washers	Stainless steel	
1.13	Intercell connectors	Lead plated copper or stainless steel	
1.14	Battery Cell dimensions:	Length (mm) Width (mm) Height (mm)	Length (mm) Width (mm) Height (mm)
	50Ah Lead Acid	XXXXX	
	100h Lead Acid	XXXXX	
	150Ah Lead Acid	XXXXX	
	200Ah Lead Acid	XXXXX	
	250Ah Lead Acid	XXXXX	
	300Ah Lead Acid	XXXXX	
	350Ah Lead Acid	XXXXX	
	400Ah Lead Acid	XXXXX	
	450Ah Lead Acid	XXXXX	
	500Ah Lead Acid	XXXXX	
	550Ah Lead Acid	XXXXX	
1.15	Electrolyte levels indication:	-	-
1.15.1	Through transparent case	Yes	
1.15.2	Minimum and maximum indication marks on cell casing	Yes	

* Delete whichever is not applicable.

NAME _____ SIGNATURE _____

Schedule F.13 B: Schedule of Technical Data (Cont'd)

2. NICKEL CADMIUM (NiCad) BATTERY CELLS

	Description	Specified	Offered						
			Item C1	Item C2	Item C3	Item C4	Item C5	Item C6	Item C7
2.1	Manufacturer	to approval							
2.2	Make, type model	10Ah, 20Ah, 30Ah, 40Ah, 50Ah, 60Ah, 70Ah, respectively, or equivalent to approval							
2.3	Rated Amp-hour capacity (C ₅)	-	-	-	-	-	-	-	-
	10Ah, or equivalent	10	-	-	-	-	-	-	-
	20Ah, or equivalent	20	-	-	-	-	-	-	-
	30Ah, or equivalent	30	-	-	-	-	-	-	-
	40Ah, or equivalent	40	-	-	-	-	-	-	-
	50Ah, or equivalent	50	-	-	-	-	-	-	-
	60Ah, or equivalent	60	-	-	-	-	-	-	-
	70Ah, or equivalent	70	-	-	-	-	-	-	-
2.4	Float charge V/battery cell	1,40 to 1,42							
2.5	Boost charge V/battery cell	1,45 to 1,70							
2.5.1	Boost charge maximum voltage V/battery cell								
2.6	Nominal battery cell voltage V/battery cell	1,2							
2.7	Maximum continuous current rating for discharge to 1,0 V/battery cell (5 hour rating)	-	-	-	-	-	-	-	-
	10Ah, or equivalent	XX	-	-	-	-	-	-	-
	20Ah, or equivalent	XX	-	-	-	-	-	-	-
	30Ah, or equivalent	XX	-	-	-	-	-	-	-
	40Ah, or equivalent	XX	-	-	-	-	-	-	-
	50Ah, or equivalent	XX	-	-	-	-	-	-	-
	60Ah, or equivalent	XX	-	-	-	-	-	-	-
	70Ah, or equivalent	XX	-	-	-	-	-	-	-

* Delete whichever is not applicable.

2. NICKEL CADMIUM (NiCad) BATTERY CELLS(Continued)

	Description	Specified	Offered							
			Item C1	Item C2	Item C3	Item C4	Item C5	Item C6	Item C7	
2.8	Maximum charge current rating at maximum boost voltage	-	-	-	-	-	-	-	-	-
	10Ah, or equivalent	XX	-	-	-	-	-	-	-	-
	20Ah, or equivalent	XX	-	-	-	-	-	-	-	-
	30Ah, or equivalent	XX	-	-	-	-	-	-	-	-
	40Ah, or equivalent	XX	-	-	-	-	-	-	-	-
	50Ah, or equivalent	XX	-	-	-	-	-	-	-	-
	60Ah, or equivalent	XX	-	-	-	-	-	-	-	-
	70Ah, or equivalent	XX	-	-	-	-	-	-	-	-
2.9	Float charge correction factor (K_t) for discharge to 1,0 V/ battery cell:	-	-	-	-	-	-	-	-	-
	5 hour rating K_t	XXXXX								
	4 hour rating K_t	XXXXX								
	3 hour rating K_t	XXXXX								
2.10	Intercell connectors and accessories:	Supplied with battery cells	Yes/ No*	Yes/ No*	Yes/ No*	Yes/ No*	Yes/ No*	Yes/ No*	Yes/ No*	
2.11	Nuts, bolts and washers	Stainless steel								
2.12	Intercell connectors	Lead plated copper/ stainless steel								
2.13	Battery Cell Dimensions (max):	-	-	-	-	-	-	-	-	
2.13.1	Height mm	Max 260								
2.13.2	Depth mm	Max 115								
2.13.3	Width (from front, as installed, with cell connectors appropriate to be connected to adjacent cells):	-	-	-	-	-	-	-	-	
	10Ah, or equivalent mm	55		-	-	-	-	-	-	

* Delete whichever is not applicable.

2. NICKEL CADMIUM (NiCad) BATTERY CELLS(Continued)

Description	Specified	Offered						
		Item C1	Item C2	Item C3	Item C4	Item C5	Item C6	Item C7
20Ah, or equivalent mm	55	-		-	-	-	-	-
30Ah, or equivalent mm	85	-	-		-	-	-	-
40Ah, or equivalent mm	85	-	-	-		-	-	-
50Ah, or equivalent mm	85	-	-	-	-		-	-
60Ah, or equivalent mm	85	-	-	-	-	-		-
70Ah, or equivalent mm	85	-	-	-	-	-	-	
2.14 Electrolyte levels indication:	-	-	-	-	-	-	-	-
2.14.1 Through transparent case	Yes							
2.14.2 Minimum and maximum indication marks on casing	Yes							
2.15 Type of battery cell plates	NiCad							
2.16 Battery Cell terminal posts	M10 stud							
2.17 Battery Cell filter cap	Flip top							
2.18 Guaranteed battery cell life Years	> 12							

* Delete whichever is not applicable.

TENDERERS NAME _____ SIGNATURE _____

Schedule F.13 B: Schedule of Technical Data (Cont'd)

3. REQUIREMENTS TO FORM COMPLETE BATTERY BANKS

	Description	Specified	Offered
3.1	110V dc Lead Acid Battery Bank Ah(50, 100, 150, 200, 250, 300, 350, 400, 450, 500 or 550)		
3.1.1	Battery cell voltage V	110	
3.1.2	Number of battery cells per battery bank	55	
3.2	110V dc Nickel Cadmium Battery Bank (10Ah, 20Ah, 30Ah, 40Ah, 50Ah, 60Ah or 70Ah)		
3.2.1	Battery cell voltage V	110	
3.2.2	Number of battery cells per battery bank	88	

* Delete whichever is not applicable.

TENDERERS NAME _____ SIGNATURE _____

Schedule F.13 B: Schedule of Technical Data (Cont'd)

4. CHARGERS

	Description	Specified	Offered
4.1	Manufacturer:	-	-
4.1.1	Lead Acid Bank Charger	XXXXX	
4.1.2	Nickel Cadmium Bank Charger	XXXXX	
4.2	Make, type, model:	-	-
4.2.1	110V, 10A Charger for NiCad	XXXXX	
4.2.2	110V, 20A Charger for NiCad	XXXXX	
4.2.3	30V, 10A Charger for NiCad	XXXXX	
4.2.4	30V, 20A Charger for NiCad	XXXXX	
4.2.5	110V, 30A Charger for Lead Acid	XXXXX	
4.2.6	110V, 50A Charger for Lead Acid	XXXXX	
4.3	Maximum continuous charger current rating:	-	-
4.3.1	Item A1: 110V, Nickel Cadmium Charger; with a battery 3.5A standing load A	10	
4.3.2	Item A2: 110V, Nickel Cadmium Charger; with a battery 7A standing load A	20	
4.3.3	Item A3: 30V, Nickel Cadmium Charger; with a battery 3.5A standing load A	10	
4.3.4	Item A4: 30V, Nickel Cadmium Charger; with a battery 7A standing load A	20	
4.3.5	Item A5: 110V, Lead Acid Charger; with a battery 10A standing load A	30	
4.3.6	Item A6: 110 V Lead Acid Charger; with a battery 20A standing load A	50	
4.4	Type of rectifier	Switch Mode	
4.5	Type of automatic control:	-	-
4.5.1	Normal charging	Constant voltage, current limiting	
4.6	Float charge voltage controls:	-	-
4.6.1	Lead Acid cells V	2,15 – 2,33V per cell	
4.6.2	Nickel Cadmium cells V	1,40– 1,45V per cell	
4.7	Float charge voltage regulation error	-	-
4.7.1	110V - Lead Acid cells %	0,5	

* Delete whichever is not applicable.

4. CHARGERS (Continued)

	Description		Specified	Offered
4.7.2	110V - Nickel Cadmium cells	%	0,5	
4.7.3	30V - Nickel Cadmium cells	%	0,5	
4.8	Boost charge voltage		-	-
4.8.1	Lead Acid cells	V	2,2 – 2,42V per cell	
4.8.2	Nickel Cadmium cells	V	1,45 – 1,8V per cell Pre-set to 1,48	
4.9	Boost charge current			
4.9.1	Item A1: 110V, 10A Nickel Cadmium Charger	A	XXXXX	
4.9.2	Item A2: 110V, 20A Nickel Cadmium Charger	A	XXXXX	
4.9.3	Item A3: 30V, 10A Nickel Cadmium Charger	A	XXXXX	
4.9.4	Item A4: 30V, 20A Nickel Cadmium Charger	A	XXXXX	
4.9.5	Item A5: 110V, 30A Lead Acid Charger	A	XXXXX	
4.9.6	Item A6: 110V, 50A Lead Acid Charger	A	XXXXX	
4.10	Boost charge voltage regulation error		-	-
4.10.1	110V - Lead Acid battery cells	%	1	
4.10.2	110V - Nickel Cadmium battery cells	%	1	
4.10.3	30V - Nickel Cadmium battery cells	%	1	
4.11	Boost charge facility with manual boost charge, automatic boost charge initiation during undervoltage conditions and automatic switch off facility		Yes	Yes/No*
4.12	Boost duration	h	XXXXX	
4.13	Boost charge override		Switch/Keypad/HMI /Remote with a relay	
4.14	Charger suitable for dual charger system (parallel operation). Only applicable to 110V Chargers		Yes	Yes/No*
4.15	Maximum charging time to fully charged from completely discharged state	h	8	
4.16	Maximum charging time to fully charged from 0 V/cell	h	24	
4.17	Battery test facility: (20 seconds – auto switch-off) (Auto Batt disconnect from Load and charger)		Yes	Yes/No*
4.17.1	Test current for 10 A NiCad charger	A	3	

* Delete whichever is not applicable.

4. CHARGERS (Continued)

	Description		Specified	Offered
4.17.2	Test current for 20 A NiCad charger	A	5	
4.17.3	Test current for 30 A Lead Acid charger	A	20% of C10 rating	
4.17.4	Test current for 50 A Lead Acid charger	A	20% of C10 rating	
4.18	Metering:		-	-
4.18.1	Battery voltage		Yes	Yes/No*
4.18.2	Charging current		Yes	Yes/No*
4.19	Alarms:		-	-
4.19.1	Low battery voltage for 110 V system:		Yes	Yes/No*
	Setting range	V	97 – 123	
	Setting	V	101	
4.19.2	Low battery voltage for 30V system:		Yes	Yes/No*
	Setting range	V	28 – 35	
	Setting	V	29	
4.19.3	Low battery voltage alarm:		Yes	Yes/No*
	Adjustable		Yes	Yes/No*
	LED		Yes	Yes/No*
	NO/NC output contacts		1 set	
4.19.4	High battery voltage for 110 V system:		Yes	Yes/No*
	Setting range	V	130 – 141	
	Setting	V	133 or boost voltage +2	
4.19.5	High battery voltage for 30 V system:		Yes	Yes/No*
	Setting range	V	37 – 40	
	Setting	V	38 or boost voltage +2	
4.19.6	High battery voltage alarm:		Yes	Yes/No*
	Adjustable		Yes	Yes/No*
	LED		Yes	Yes/No*
	NO/NC output contacts		1 set	
4.19.7	Mains/AC fail:		Yes	Yes/No*
	Pick up – Drop off level	V	-	-

* Delete whichever is not applicable.

4. CHARGERS (Continued)

	Description	Specified	Offered
	LED	Yes	Yes/No*
	NO/NC output contacts	1 set	
4.19.8	Charge fail:	Yes	Yes/No*
	Pick up – Drop off level V	-	-
	LED	Yes	Yes/No*
	NO/NC output contacts	1 set	
4.19.9	Rectifier module fail:	Yes	Yes/No*
	LED	Yes	Yes/No*
	NO/NC output contacts	1 set	
4.20	Quality of charger output supply at full load:	-	-
4.20.1	Maximum r.m.s. ripple current with battery %	1,5	
4.20.2	Maximum r.m.s.ripple voltage without battery %	1.5	
4.20.3	Total harmonic distortion (THD) %	2	
4.20.4	Method of controlling dc output quality	XXXXX	
4.21	Suitable for use with microprocessor IED's and SCADA equipment	Yes	Yes/No*
4.22	Efficiency of float charger %	XXXXX	
4.23	Efficiency at 20% - 100% full charger rating	> 80%	
4.24	Reverse polarity protection	Fuse or MCB	Fuse/MCB*
4.25	DC output protection of battery cells :		
4.25.1	Over voltage protection by means of disconnecting charger	Yes	Yes/No*
4.25.2	Under voltage protection by means of disconnecting load	Yes	Yes/No*
4.26	Dielectric strength	2,5kV	
4.27	Maximum audible noise level dB (A)	55dB	
4.28	DC Switch Mode Rectifier module:		
4.28.1	Hot-swappable Rectifier module and controller module	Yes	Yes/No*
4.28.2	Rectifier Cooling method:		
	Natural cooling	Yes	Yes/No*

* Delete whichever is not applicable

4. CHARGERS (Continued)

	Description	Specified	Offered
4.28.3	Maximum rectifier temperature rise (See Technical Specification 7.2.15) °C	XXXXX	Yes/No*
4.28.4	Maximum rectifier heat dissipation W	XXXXX	
4.28.5	Efficiency of rectifier module at:	-	-
	-10°C to 39 °C %	≥ 85 %	
	-40°C to 59 °C %	≥ 85 %	
	60°C to 80 °C %	≥ 70 %	
4.28.8	DC output ripple voltage (pk – pk) over the frequency range %	≤ 0.25%.	
4.28.9	DC output ripple current over the frequency range %	≤ 1.5%.	
4.29	Performance of Switch Mode Rectifier modules with controller:		
4.29.1	Two discrete DC outputs	Yes	Yes/No*
4.29.2	Maintain full regulation during AC failure	Yes	Yes/No*
4.29.3	Rectifier modules actively share the total output	Yes	Yes/No*

* Delete whichever is not applicable.

TENDERERS NAME _____ SIGNATURE _____

Schedule F.13 B: Schedule of Technical Data (Cont'd)

5. COMPLETE BATTERY CHARGER UNIT CUBICLES

	Description	Specified	Offered	
			Lead Acid cells type	NiCad cells type
5.1	Manufacturer	XXXXX		
5.2	Make, type, model	XXXXX		
5.3	Type of material	XXXXX		
5.4	Size:	-	-	-
5.4.1	Lead Acid cells	Floor/19" panel		N/A
	Width mm	800		
	Height mm	XXXXX		
	Depth mm	XXXXX		
5.4.2	110V, 10A, 10 - 30Ah NiCad cells (Max)	Floor/Wall cubicle	N/A	
	Width mm	1200		
	Height mm	1800		
	Depth mm	700		
5.4.3	110V, 20A, 40Ah - 70Ah NiCad cells (Max)	Floor/Wall cubicle	N/A	
	Width mm	1200		
	Height mm	1800		
	Depth mm	700		
5.4.5	30V, 10A, 10 - 30Ah NiCad cells (Max)	Floor/Wall cubicle	N/A	
	Width mm	1200		
	Height mm	1500		
	Depth mm	600		
5.4.6	30V 20A, 40 - 70Ah NiCad cells (Max)	Floor/Wall cubicle	N/A	
	Width mm	1200		
	Height mm	1500		
	Depth mm	600		

* Delete whichever is not applicable.

5. COMPLETE BATTERY CHARGER UNIT CUBICLES (Continued)

	Description	Specified	Offered	
			Lead Acid cells type	NiCad cells type
5.4.7	Thickness mm	1,6		
5.5	IP rating to SANS 60529	31		
5.6	Access to cubicle	Hinged doors		
5.7	Paint finish:	-	-	-
5.7.1	Method	Epoxy powder coat		
5.7.2	Minimum thickness µm	50		
5.7.3	Colour	G29 Light Grey (SABS 1091)		
5.8	Gland plates	-	-	-
5.8.1	Earthing bar	Yes	Yes/No*	Yes/No*
5.8.2	Minimum number of pre-punched gland plate holes:	-	-	-
	standalone unit for Lead Acid cells	15		N/A
	complete unit for NiCad cells 30V	5	N/A	
	complete unit for NiCad cells 110V	10	N/A	
	complete unit for Seal lead acid cells	5	N/A	
5.9	Equipment clearly labelled	Yes	Yes/No*	Yes/No*
5.10	Appropriate ventilation and venting	Yes	Yes/No*	Yes/No*
5.11	Battery compartment for NiCad cells:	-	-	-
5.11.1	Separated from charger compartment	Yes	N/A	
5.11.2	Coated with acid resistant coating	Yes	N/A	
5.11.3	Minimum distances between top of cells and top of compartment mm	300	N/A	
5.11.4	Number of tiers on battery rack of specified cells	-	-	-
	110V, 10Ah NiCad cells	5	N/A	
	110V, 20Ah NiCad cells	5	N/A	
	110V, 30Ah NiCad cells	5	N/A	
	110V, 40Ah NiCad cells	5	N/A	
	110V, 50Ah NiCad cells	5	N/A	
	30V, 30Ah NiCad cells	2	N/A	
	30V, 40Ah NiCad cells	3	N/A	
	30V, 50Ah NiCad cells	3	N/A	
	30V, 70Ah NiCad cells	4	N/A	
5.12	Circuit diagram marked on cabinet door	Yes	Yes/No*	Yes/No*

* Delete whichever is not applicable.

5. COMPLETE BATTERY CHARGER UNIT CUBICLES (Continued)

	Description	Specified	Offered	
			Lead Acid cells type	NiCad cells type
5.13	Cubicle illumination included	Yes	Yes/No*	Yes/No*

* Delete whichever is not applicable.

TENDERERS NAME _____ SIGNATURE _____

Schedule F.13 B: Schedule of Technical Data (Cont'd)

6. COMPLETE DC DISTRIBUTION

	Description	Specified		Offered	
		Items A5 – A6	Items A1 – A4	Items A5 – A6	Items A1 – A4
6.1	DC distribution module:				
6.1.1	Dimensions				
6.1.2	Face plate and terminal plate	3U x 19"	XXXXX		
6.1.3	Number of MCBs per module	10	4		
6.1.4	Expansion plate for future DC MCBs	1	–		N/A
6.2	DC MCB:				
6.2.1	Make / Type / Module	XXXXX	XXXXX		
6.2.2	Rated voltage Vdc	110	110		
6.2.3	Rated current A	20	10		
6.2.4	Short circuit rating kA	5	5		
6.2.5	Tripping curve characteristic	C	C		
6.3	DC Interface module:				
6.3.1	Main AC Isolator/MCB incorporated	Yes	Yes		
6.3.2	Main DC Isolator/MCB incorporated	Yes	Yes		
6.3.3	Battery Parallel switch incorporated	Yes	–	Yes/No*	N/A
6.3.4	Battery Selection switch incorporated	Yes	–	Yes/No*	N/A
6.4	Equipment ratings and design suitable for dual charger system	Yes	Yes	Yes/No*	N/A
6.5	Paint finish:				
6.5.1	Method	Epoxy powder coat	Epoxy powder coat		
6.5.2	Minimum thickness µm	50	50		
6.5.3	Colour	G29 Light Grey/ RAL 7032	G29 Light Grey/ RAL 7032		
6.6	Equipment clearly labelled	Yes	Yes	Yes/No*	Yes/No*

* Delete whichever is not applicable.

TENDERERS NAME _____ SIGNATURE _____

Schedule F.13 B: Schedule of Technical Data (Cont'd)

7. ADDITIONAL COMPONENTS

	Description	Specified	Offered
7.1	<u>Wall mounted box with fuse-switch</u>		
7.1.1	Fuse-switch capacity	minimum of: 125A, 80kA, 250Vdc	
7.1.2	double pole fuse-switch Cartridge fuses shall be shall be mounted inside the fuse box for isolation of both positive and negative supplies.	double pole	
7.1.3	The fuse type	HRC Battery Fuse Type" rated for 125A, 80kA, 250Vdc.	
7.1.4	A spare set of fuses shall be supplied and fitted inside the front cover at the fuse box	YES	
7.1.5	Wall mountable fuse box	YES	
7.1.6	Fuse-switch box dimensions:	maximum of 400 (W) X 200 (D) X 550 (H)	
7.1.7	Hinged front door	YES	
7.1.8	fuse-switch mounted on the front door of fuse box and is interlocked with the front door.	YES	
7.1.9	Access to the internal fuses only allowed with the fuse-switch in off/ isolated position	YES	
7.1.10	Box constructed of 2.0mm mild steel	YES	
7.1.11	Paint finish: Method	Epoxy powder coat	
7.1.12	Minimum thickness µm	50	
7.1.13	Colour	G29 Light Grey/ RAL 7032	
7.1.14	Equipment clearly labelled	Yes	
7.2	<u>Battery Discharge Unit</u>		
7.2.1	easily portable system	YES	
7.2.2	weight	-	
7.2.3	built-in loads	YES	
7.2.4	able to operate with any battery technology, such as vented lead-acid, nickel-cadmium and others,	YES	
7.2.5	operable on battery systems with a nominal voltage of 30V and 110V	YES	
7.2.6	maximum discharge current range	0 – 300A	
7.2.7	LCD display, wherefrom measurands such as battery voltage, discharge current and Ah (ampere-hour) discharged and test duration will be displayed.	YES	
7.2.8	battery voltage measurable range	0 – 300V	
7.2.9	discharge current measurable range	0 – 300A	
7.2.10	required accuracy	MAX 1% error	

* Delete whichever is not applicable.

7. ADDITIONAL COMPONENTS (Continued)

	Description	Specified	Offered
7.2.11	user selectable modes available:	constant current, constant power constant resistance.	
7.2.12	user-defined minimum voltage threshold with automatic stop to stop drawing current from the battery once reached	YES	
7.2.13	protective features incorporated:	power supply fuses, thermal protection incorrect polarity protection against connection	
7.2.14	Interface with a PC or laptop with free issue software	YES	
7.2.15	capability of printing the results on-site	-	
7.2.16	All required accessories included.	YES	
7.2.17	All required accessories able to fit in transport case	-	

* Delete whichever is not applicable.

TENDERERS NAME _____ SIGNATURE _____

Schedule F.13 B: Schedule of Technical Data (Cont'd)

8. GENERAL

	Description	Spec ified	Offered					
			Items					
			A1	A2	A3	A4	A5	A6
8.1	Power supply:							
8.1.1	AC input current at maximum charger output	A XXX						
8.1.2	Voltage	V 230 / 400						
8.2	Service conditions:							
8.2.1	Temperature	°C 0 – 40						
8.2.2	Humidity	% 20 – 90						
8.3	Proven service record included	Yes	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*
8.4	Operation and maintenance manuals included (English)	6 sets	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*	Yes/No*

* Delete whichever is not applicable.

TENDERERS NAME _____ SIGNATURE _____

Schedule F.13 B: Schedule of Technical Data (Cont'd)

8. GENERAL (Continued)

Item	Description	Specified	Offered
8.17	Guarantee period:		
8.17.1	Battery charger months	12 from installation up to 18 months after delivery	
8.17.2	Lead Acid cells months	12 from installation up to 18 months after delivery	
8.17.4	Nickel Cadmium cells months	12 from installation up to 18 months after delivery	

* Delete whichever is not applicable.

TENDERER NAME _____

SIGNED ON BEHALF OF TENDERER _____

Schedule F.13 C: Schedule of Manufacturer's Experience and Facilities

The tenderer shall insert in the spaces provided below a list of completed contracts for equivalent units awarded to the manufacturer and those currently being undertaken.

EMPLOYER (NAME, TEL No. AND FAX No.)	CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)	DESCRIPTION OF EQUIPMENT SUPPLIED	VALUE OF WORK R(m)	COMPLETION DATE
COMPLETED CONTRACTS				
CURRENT CONTRACTS				

Manufacturing Facilities:

Address of Factory

.....

Factory total floor area (m²)

Current Factory Monthly Manufacturing Capacity (units)

Planned Factory Monthly Manufacturing Capacity for this Contract (units)

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

TENDERER NAME _____ SIGNED ON BEHALF OF TENDERER _____

Schedule F.13 D: DETAILS OF EXPERIENCE, QUALITY SYSTEMS AND AFTER SALES FACILITIES IN SOUTH AFRICA

(To be completed by Tenderer about the TENDERER as well as OEM)

1	Name of Tenderer or Agent to support the offered equipment:	
2	Address	
3	Telephone Number and Area Code	
4	Telefax Number and Area Code	
5	Years established	
6	Number of permanent resident technicians	
7	Does repair or workshop facilities exist Location of these facilities	
8	Are spare parts available in Republic	
9	Has a QA system for the support facility has been approved in terms of SANS/ISO 9001?	YES/ NO
10	Is a detailed Quality Assurance Plan attached that details the programme of quality control and inspection activities during manufacture, prior to delivery, on completion and installation, the equipment and works to ensure compliance with the requirements of the specification and tendered delivery times?	<u>Document name, number or reference:</u>
11	Is a company organogram attached that details the positions of the Quality Assurance Department, the Project Manager for this Tender and the key Technical personnel with their qualifications and years of post-qualification experience relevant to this particular project listed?	<u>Document name, number or reference:</u>
12	Other relevant details	

TENDERER NAME _____ SIGNED ON BEHALF OF TENDERER _____

Schedule F.13 E: Departures from the Requirements of the Specification

(To be completed by Tenderer)

Clause	Departures from the requirements of this Specification with details of alternative proposals

Note: If the above is insufficient the Tenderer shall complete the Schedule by affixing completed numbered copies of Schedule 16 E.

TENDERER NAME _____ SIGNED ON BEHALF OF TENDERER _____

Schedule F.13 F: OEM, Quality and Environmental Certification

(To be completed by Tenderer for each group of equipment)

ORIGINAL EQUIPMENT MANUFACTURER SUPPORT OF TENDERER CERTIFICATION

OEM Certification as authorised distributors or resellers. Attached Proof (Tenderers shall be an authorised distributor with the Original Equipment Manufacturer supported with a Letter/Certificate from OEM to authorise to distribute or resell their product.	Yes/No <u>Document name, number or reference:</u>
OEM Certification to support supplied equipment. Attached Proof (Proven in form of a Letter/Certificate from OEM to authorise supplier to Support product.)	Yes/No <u>Document name, number or reference:</u>

QUALITY ASSURANCE CERTIFICATION OF MANUFACTURER

SANS/ISO 9001 or equivalent Quality Assurance Certification of MANUFACTURER of products Attached Proof Certificate	Yes/No <u>Document name, number or reference:</u>
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ENVIRONMENTAL CERTIFICATION

SANS/ISO 14001 or equivalent Quality Assurance Certification of Disposal companies attached Attached Proof Certificate	Yes/No <u>Document name, number or reference:</u>
OEM's declaration of commitment to EOL responsibility. Attached Proof Undertaking from NiCad cell OEM to dispose of the cells on tenderers behalf for the duration of contract and no extra cost to CCT as detailed in 11.2	Yes/No <u>Document name, number or reference:</u>

TENDERER NAME _____

SIGNED ON BEHALF OF TENDERER _____

Schedule F.13 G: Schedule of Type Tests or SABS certification

(To be completed by Tenderer)

TYPE TEST / Fundamental TEST from SANS 60896-11 / SANS 60623 / SANS 1652					
	Test description	SANS or IEC Specification and clause	Item No(s) covered	Test Authority and place of test	Document No and date

Submit copies of the cover sheet and the pages of each type test certificate that are necessary to confirm the equipment tested, the tests conducted, the applicable standard and the results. (Non-applicable type test certificates should not be submitted.)

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

TENDERER NAME _____ SIGNED ON BEHALF OF TENDERER _____

Schedule F.13 H: DETAILS OF NiCad CELL DISPOSAL

(To be completed by Tenderer)

1	Tenderer name	
2	Address	
3	Telephone Number and Area Code	
4	Years established	
5	Original Equipment Manufacturer's name	
6	Address	
7	Telephone Number and Area Code	
8	Years established	
9	State whether and Environmental Management System has been approved in terms of SANS/ISO 14001. If yes, state registration No. , and date that registration expires.	YES / NO _____ _____
10	Does the OEM undertake to dispose of the cells on behalf of the tenderer in the event of the tenderer (distributor) not being able to dispose of the Nickel Cadmium cells for the duration of this contract and that CCT shall not be liable or incur any cost?	YES / NO State attached proof:
11	Does the OEM declare their commitment and acceptance of responsibility for environmentally acceptable End of Life disposal of used cells and electrolyte?	YES / NO State attached proof:
12	Is a Disposal Plan and Works Method Statements , detailing the quality assurance processes for the environmentally sound disposal of all used (redundant) cells and electrolyte compliant to environmentally acceptable best practices, attached to this Annexure?	YES / NO State attached proof:

TENDERER NAME _____ SIGNED ON BEHALF OF TENDERER _____

Schedule F.13 I: Drawing summary sheet

(To be completed by Tenderer)

Filename / Drawing number	Drawings supplied as part of the Tender documentation To cover: Dimensioned GA's / Single lines / Schematic / I/O's

Note: If the above is insufficient the Tenderer shall complete the Schedule by affixing completed numbered copies of the schedule.

TENDERER NAME _____ SIGNED ON BEHALF OF TENDERER _____

Schedule F.14: Appeal Application

annexure 'B'

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

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

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

**GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)**

RECEIPT NO: _____

DATE: _____

SAP GL:

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PROFIT CENTRE:

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

AMOUNT:

						R	3	0	0	-	0	0
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SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

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

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

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

**GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)**

RECEIPT NO: _____

DATE: _____

SAP GL:

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PROFIT CENTRE:

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NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0
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SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

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