**TENDER NO: 102S/2026/27**

**TENDER DESCRIPTION: PROVISION OF TEACHING PRACTICES, FIELD SERVICES, SAFETY AND FOUNDATIONAL LEARNING TRAINING IN AN ELECTRICAL ENVIRONMENT**

**CONTRACT PERIOD: THIRTY-SIX (36) MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT**

| | |
|---|---|
| **CLOSING DATE** | **16 November 2026** |
| **CLOSING TIME** | **10:00 am** |
| **TENDER BOX NUMBER** | **234** |
| **TENDER FEE** | **R 200.00** |

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** | : | **16 October 2026** |
| **SITE VISIT/CLARIFICATION MEETING** | : | Time: **10:00** on Date: **4 November 2026**<br>(Not compulsory, but strongly recommended) |
| **VENUE FOR SITE VISIT/CLARIFICATION MEETING** | : | **Online – MS Teams**<br>https://teams.microsoft.com/meet/3746028910758042?p=972ZO9BcwpVroPMd0h |
| **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. 102S/2026/27: TENDER DESCRIPTION: PROVISION OF TEACHING PRACTICES, FIELD SERVICES, SAFETY AND FOUNDATIONAL LEARNING TRAINING IN AN ELECTRICAL ENVIRONMENT",** the tender box number **234** and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.<br>If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed. |
| **CCT TENDER REPRESENTATIVE** | : | Email: SCM.Tenders12@capetown.gov.za |

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

# T.2 CONDITIONS OF TENDER

## 2.1 General

### 2.1.1 Actions

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

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

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

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

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

### 2.1.2 Interpretation

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

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

### 2.1.3 Communication during tender process

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

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

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

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

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

### 2.1.5 Procurement procedures

#### 2.1.5.1 General

The CCT intends to appoint two tenderers, the highest ranked tenderer ("the winner") and one "standby tenderer" for the allocation of work per intervention. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all. The standby tenderer 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 Tenderer in terms of the procedures included its SCM Policy, as amended from time to time.

The contract period shall be for a period **not exceeding 36 (thirty six) months** from the date of commencement ofthe contract.

#### 2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

#### 2.1.5.3 Nomination of Standby Bidder

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

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

#### 2.1.6.1 Disputes, objections, complaints and queries

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

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

#### 2.1.6.2 Appeals

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

i. Must be in writing
ii. It must set out the reasons for the appeal
iii. It must state in which way the Appellant's rights were affected by the decision;
iv. It must state the remedy sought; and
v. It must be accompanied with a copy of the notification advising the person of the decision

c) The relevant CCT appeal authority must consider the consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

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

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

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

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

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

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

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

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

**2.1.6.7 Compliance to the CCTs Appeals Policy.**

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

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Annexure F.13: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as ½ (Administrative cost of the tender appeal) + 0.25 %( Appellant's tender price).

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

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

**2.1.7 CCT Supplier Database Registration**

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

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

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

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

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

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

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

**2.2 Tenderer's obligations**

**2.2.1 Eligibility Criteria**

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

**2.2.1.1.1 Submit a tender offer**

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

**2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures**

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

a) A completed **Details of Tenderer** to be provided (applicable schedule below to be completed);

b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule below to be completed);

c) A copy of the partnership / joint venture / consortium agreement to be provided, where applicable.

d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule below to be completed);

e) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);

f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule below to be completed);

g) The tenderer (including any of its representatives, directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,

h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;

i) The tenderer is not an advisor or consultant contracted with the CCT whose prior or current obligations creates any conflict of interest or unfair advantage;

j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, who is directly or indirectly involved or associated with the bid specification committee;

k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the CCT** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);

l) The tenderer (including any of its representatives, directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;

m) The tenderer (including any of its representatives, directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

**2.2.1.1.3 Compulsory clarification meeting**

Not Applicable

**2.2.1.1.4** Only those tenderers that are compliant with the requirements below will be declared responsive:

**Eligibility Scoring Items**

**2.2.1.1.4.1.1** Accreditation and/or approval must be current and valid at the time of bid submission.

**2.2.1.1.4.1.2** Tenderers are required to submit, with their bid, documentary proof of accreditation and/or approval, including official communication, certificates, or letters issued by the relevant quality assurance body, ie. Sector Education and Training Authority (SETA's) or Quality Council for Trades and Occupations (QCTO), authorising them to deliver the specified training interventions, and/or SAQA unit standards for items, 5, 15, and 16. (Note: Schedule 13A, table 1 and 2 to be completed)

**2.2.1.1.4.1.3** The successful tenderer shall ensure that all applicable accreditations for the training interventions remain current and valid for the duration of the contract. Where an accreditation, unit standard is due to expire, the preferred option shall be for the accreditation to be renewed, extended, or replaced by its recognised successor.

**2.2.1.1.4.1.4** Where such renewal, extension, or successor accreditation is not available, the successful tenderer shall continue to deliver the training intervention in accordance with the learning outcomes, assessment criteria, and content requirements of the original accredited unit standard, subject to the prior written approval of the Contract Manager. The successful tenderer shall provide evidence that the training remains aligned to industry and legislative requirements and achieves the intended competency outcomes.

**2.2.1.1.4.1.5** Failure to submit the required proof of accreditation and/or approval for the specified unit standards will render the tender **non-responsive** for the applicable item(s).

**2.2.1.1.4.1.6** Tenderers are required to submit proof that their assessors are accredited for the SAQA unit standards applicable to the items tendered for. The accreditation of assessors must be current and valid at the time of bid submission. (Note: Schedule 13B, to be completed)

**2.2.1.1.4.1.7** Failure to submit the required proof of accreditation of the assessors for the specified unit standards will render the tender **non-responsive** for the applicable item(s)

**Functionality Scoring Items**

**2.2.1.1.4.2.1** Tenderers bidding for Items 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 17, 18, 19, and 20 must be accredited as a Skills Development Provider (SDP) and have previous experience in training the applicable items tendered. (Note: Schedule 13A, Table 2 to be completed)

**2.2.1.1.4.2.2** The SDP accreditation must be current and valid at the time of bid submission and remain current and valid for the duration of the contract.

**2.2.1.1.4.2.3** Providers are required to submit the relevant proof of accreditation of assessors by the relevant Sector Education and Training Authority (SETA) to deliver training interventions.The absence of this proof declares the service provider non-responsive for the items tendered. (Note: Schedule 13B, to be completed)

**2.2.1.1.4.2.4** The accreditation of assessors must be current and valid at the time of bid submission and remain current and valid for the duration of the contract.

#### 2.2.1.1.5 Minimum score for functionality

The items that will be subjected to functionality scoring are items 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 17, 18, 19, and 20.

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

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

Note: As each item would be awarded as per C.4 Price Schedule clause 5.8, functionality scoring would therefore be done for each item tendered for.

| Evaluation Criteria | Applicable values/points | Weight |
|---|---|---|
| Expertise of the staff allocated by the vendor<br><br>(Facilitator experience relevant to the intervention)<br>(Refer Schedule 13B - each item tendered)<br><br>Where more than 1 facilitator information is submitted the average experience will be used. | **Expertise of the facilitator that is relevant to the advertised intervention:**<br><br>Part A: Associated work experience (industry work experience)<br>• 10 or more years (20 points)<br>• Equal to 7 and <10 years (15 points)<br>• Equal to 4 and <7 years (10 points)<br>• Equal to 1 and <4 years (5 points)<br>• Less than one year (0 points)<br><br>Part B: Training/facilitation experience (teaching/lecturing experience)<br>• 10 or more years … (25 points)<br>• Equal to 7 and <10 years (20 points)<br>• Equal to 4 and <7 years (10 points)<br>• Equal to 1 and <4 years (5 points)<br>• Less than one year .. (0 points)<br><br>(Note: proof / evidence to be submitted for the above experience e.g. Facilitators Portfolio of Evidence, CV's, qualifications and certificates, statements of evidence, SETA registration, service letters etc.) | 45 |
| Company's Previous<br><br>(Experience relevant to the intervention<br>Refer Schedule 13A for each item tendered) | **Experience (in years) of the company that is relevant to this intervention**<br><br>• 5 and more years experience of the same interventions with contactable references (20 points)<br>• Equal to 2 and <5 years experience of the same interventions with contactable references (13 points)<br>• Equal to 1 and <2 years experience of the same interventions with contactable references (7 points)<br>• Less than one year .. (0 points)<br><br>(Note: Proof / evidence to be submitted for the above experience e.g. Company profile etc) | 20 |
| Interpretation of brief Service Providers must submit their training manuals/materials for evaluation for functionality scoring purposes with their tender submission. Service Providers failing to submit training manuals/material for evaluation will not score points for this criteria.<br><br>(Refer Schedule 13C) | **Sufficient theoretical and practical tasks to address the intervention outcomes**<br>• 91-100% of the outcomes are covered in the course material (35 points)<br>• 80-90% of the outcomes are covered in the course material (27 points)<br>• 60-79% of the outcomes are covered in the course material (24 points)<br>• 50-59% of the outcomes are covered in the course material (21 points)<br>• 40-49% of the outcomes are covered in the course material (18 points)<br>• 20-39% of the outcomes are covered in the course material (10 points)<br>• 0-19% of the outcomes are covered in the course material (0 points) | 35 |

| TOTAL | **100** |
|---|---|

The minimum qualifying score for functionality is **70** out of a maximum of **100**.

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

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

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

The CV/s of the assessors/facilitators who will conduct the training should indicate detailed relevant industry work experience, indicating the number of years worked in the profession and also the number of years that was spent facillitating the relevant intervention. (This should be clearly indicated on the CV submitted for each person).

- A company profile detailing the years the Company has been providing the relevant training course tendered for, including contactable references.

- Each training intervention should be covering the outcomes listed in the Schedule 13C – Interpretation of Brief and points would be awarded for the percentage of outcomes that are met in the training material. A course outline of the training intervention reflecting topics and tasks is found in Schedule 13C.

- The specific page number reflecting the topic must be reflected in the section "required course outcomes" and must be completed. Providers must not simply reference all the page numbers in the learning guide against a specific outcome.

- Service Providers must submit their training manuals/materials for evaluation for functionality scoring purposes with their tender submission. Service Providers failing to submit training manuals/material for evaluation will not score points for the Interpretation of Brief of the Functionality criteria.

#### 2.2.1.1.7 Provision of samples

Not Applicable

### 2.2.2 Cost of tendering

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

### 2.2.3 Check documents

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

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

### 2.2.4 Confidentiality and copyright of documents

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

### 2.2.5 Reference documents

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

### 2.2.6 Acknowledge and comply with notices

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

### 2.2.7 Clarification meeting

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

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

### 2.2.8 Seek clarification

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

### 2.2.9 Pricing the tender offer

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

### 2.2.10 Alterations to documents

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

### 2.2.11 Alternative tender offers

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

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

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

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

An alternative tender offer to the highest ranked acceptable main tender offer that is priced higher than

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

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

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

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

**2.2.12 Submitting a tender offer**

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

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

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

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

**2.2.12.5** The tenderer shall seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information. . If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

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

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

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

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

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

### 2.2.13 Information and data to be completed in all respects

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

### 2.2.14 Closing time

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

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

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

### 2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

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

a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;

b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss, without prejudice to the CCT’s other rights and/or remedies available to it in accordance with any applicable laws.

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

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

offered, or permitted.

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

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

### 2.2.17 Provide other material

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

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

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

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

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

### 2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

### 2.2.19 Certificates

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

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

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

**2.2.19.2 Evidence of tax compliance**

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

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

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

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

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

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

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

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

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

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

### 2.3.8 Arithmetical errors, omissions and discrepancies

**2.3.8.1** Check the responsive tenders for:

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

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

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

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

**2.3.8.3** In the event of tendered rates or lump sums being declared by the CCT to be unacceptable to it

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

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

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

### 2.3.9 Clarification of a tender offer

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

### 2.3.10 Evaluation of tender offers

#### 2.3.10.1 General

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

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

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

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

#### 2.3.10.2 Decimal places

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

**2.3.10.3 Scoring of tenders (price and preference)**

**[2.3.10.3.1** Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Section C.4)**:

- based on the sum of the rates for the 3 consecutive years per item.

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

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

**2.3.10.3.4** Applicable formula:

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

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

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

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

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

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

| # | Specific goals allocated points | Preference Points (80/20) |
|---|---|---|
| | *Reconstruction and Development Programme (RDP) as published in Government Gazette* | |
| 1 | ***Promotion of Micro and Small Enterprises***<br>*Micro and Small as per National Small Enterprise Act, 1996 (Act No.102 of 1996)*<br><br>*SME partnership, sub-contracting, joint venture or consortiums* | 8 |
| 2 | ***Enterprise Supplier Development and Socio Economic Development***<br>*> 15% of total expenditure = 6 points*<br>*> 12% up to 15% of total expenditure = 5 points*<br>*> 9% up to 12% of total expenditure = 4 points*<br>*> 6% up to 9% of total expenditure = 3 points*<br>*> 3% up to 6% of total expenditure = 2 points*<br>*>= 1% up to 3% total expenditure = 1 points*<br>*< 1% of total expenditure = 0 points* | 6 |
| 3 | ***Skills Development OR Employee Share Scheme***<br><br>***Skills Development***<br>*> 5% of total expenditure = = 6 points*<br>*> 4% up to 5% of total expenditure = 5 points*<br>*> 3% up to 4% of total expenditure = 4 points*<br>*> 2% up to 3% of total expenditure = 3 points*<br>*> 1% up to 2% of total expenditure = 2 points*<br>*>= 0.5% up to 1% of total expenditure = 1 points*<br>*< 0.5% of total profit = 0 points*<br>***OR Employee Share Scheme***<br>*> 15% employee ownership = 6 points*<br>*> 12% up to 15% employee ownership = 5 points*<br>*> 9% up to 12% employee ownership = 4 points*<br>*> 6% up to 9% employee ownership = 3 points*<br>*> 3% up to 6% employee ownership = 2 points*<br>*>= 1% to 3% employee ownership = 1 points*<br>*< 1% employee ownership = 0 points* | 6 |
| | **Total points** | **20** |

**2.3.10.5 Risk Analysis**

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

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

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

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

**2.3.11 Negotiations with preferred tenderers**

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

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

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

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

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

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

**2.3.12 Acceptance of tender offer**

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

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

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

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

a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the CCT's procurement,
b) can, as necessary and in relation to the proposed contract, demonstrate that he or she

possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and

e) is able, in the opinion of the CCT, to perform the contract free of conflicts of interest.

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

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

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

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

### 2.3.13 Prepare contract documents

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

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

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

### 2.3.14 Notice to successful and unsuccessful tenderers

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

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

### 2.3.15 Provide written reasons for actions taken

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

**TENDER NO: 102S/2026/27**

**TENDER DESCRIPTION: PROVISION OF TEACHING PRACTICES, FIELD SERVICES, SAFETY AND FOUNDATIONAL LEARNING TRAINING IN AN ELECTRICAL ENVIRONMENT**

**CONTRACT PERIOD: 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)<br>Telephone :( ____) _____ Fax :( ____) _____<br>Cellular Telephone:_____<br>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?** | ☐Yes ☐No<br>If yes, enclose proof |
| **Is tenderer a foreign based supplier for the Goods / Services / Works offered?** | ☐Yes ☐No<br>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?<br>☐Yes ☐No |
| | b) Does the tenderer have a permanent establishment in the Republic of South Africa?<br>☐Yes ☐No |
| | c) Does the tenderer have any source of income in the Republic of South Africa?<br>☐Yes ☐No |
| | d) Is the tenderer liable in the Republic of South Africa for any form of taxation?<br>☐Yes ☐No |
| **Other Required registration numbers** | |

# C.2 FORM OF OFFER AND ACCEPTANCE

## TENDER 102S/2026/27 - PROVISION OF TEACHING PRACTICES, FIELD SERVICES, SAFETY AND FOUNDATIONAL LEARNING TRAINING IN AN ELECTRICAL ENVIRONMENT

### 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 |

# TENDER 102S/2026/27 - PROVISION OF TEACHING PRACTICES, FIELD SERVICES, SAFETY AND FOUNDATIONAL LEARNING TRAINING IN AN ELECTRICAL ENVIRONMENT

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

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

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

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

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

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

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

| | |
|---|---|
| _____ | _____ |
| For and on behalf of the City of Cape Town<br>(Duly Authorised) | Witness 1 Signature |
| Name and Surname: | Name and Surname: |
| | _____ |
| | Witness 2 Signature |
| | Name and Surname: |

# TENDER 102S/2026/27 - PROVISION OF TEACHING PRACTICES, FIELD SERVICES, SAFETY AND FOUNDATIONAL LEARNING TRAINING IN AN ELECTRICAL ENVIRONMENT

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

**Notes:**

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

1 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

4 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

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

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

# TENDER 102S/2026/27- PROVISION OF TEACHING PRACTICES, FIELD SERVICES, SAFETY AND FOUNDATIONAL LEARNING TRAINING IN AN ELECTRICAL ENVIRONMENT

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

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

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s) . . . . . .

Name(s) . . . . . .

Capacity . . . . . .

Signature and name of witness:

Signature . . . . . Name . . . . . .

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

# C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

……..……..……. ,
(Supplier/Mandatary/Company/CC Name)

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

I, ……...…….....……, representing

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

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

COID ACT Registration Number: ……..

OR Compensation Insurer: ..... Policy No.: .....

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

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

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

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

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

_____ _____
**Witness** **Mandatary**

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

_____ _____
Witness for and on behalf of CCT

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

# 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”**

Training to take place within the Cape Metropolitan area at the provider’s training facility or at a mutually acceptable, alternate venue

The cost per delegate to include:

1. Facilitation of learning
2. Refreshments (tea and/or coffee)
3. Training materials and resources
4. Assessment and Moderation
5. Certification

The City of Cape Town reserves the right not to request catering for the training interventions.

| VENUE REQUIREMENTS FOR COSTING – (Tender no. 102S/2026/27) | |
|---|---|
| **City of Cape Town Venue** | **Service Provider Venue** |
| The cost per delegate to include:<br>1. Facilitation of learning<br>2. Training materials (Example. writing materials, books files etc.)<br>3. Assessment and Moderation of portfolio’s where applicable.<br>4. Certification and or Registration tags (where applicable)<br>5. Plant, Machinery and Equipment required for the applicable training to be provided by the City of Cape Town. | The cost per delegate to include:<br>1. Facilitation of learning<br>2. Refreshments (tea/coffee)<br>3. Training materials (Example. writing materials, books files etc.)<br>4. Assessment and Moderation of portfolio’s where applicable.<br>5. Certification and or Registration tags (where applicable)<br>6. Plant, Machinery and Equipment required for the applicable training to be provided by Service Provider.<br>7. Plant, Machinery and Equipment used where applicable must be roadworthy and compliant with NRTA and OHSA<br>8. Parking |

| ITEM | D E S C R I P T I O N | | VENUE | Price Per Delegate (Excl. VAT) ( R ) | | |
|---|---|---|---|---|---|---|
| | | | | Year 1 | Year 2 | Year 3 |
| | | | | From date of commencement of contract to month 12 | From month 13 to 24 | From month 25 to 36 |
| 1 | Safety at Roadworks | Per learner per course | Service Provider Venue | | | |
| 2 | Excavation and Shoring | Per learner per course | Service Provider Venue | | | |
| 3 | Health and Safety for Supervisory Staff | Per learner per course | City of Cape Town Venues | | | |
| 4 | Foundational Learning Programme | Per learner per course | City of Cape Town Venues | | | |
| 5 | Health and Safety Awareness | Per learner per course | City of Cape Town Venues | | | |
| 6 | Supervision Training | Per learner per course | City of Cape Town Venues | | | |
| 7 | Working at Heights for High Voltage. (Novice) | Per learner per course | Service Provider Venue | | | |
| 8 | Working at Heights for High Voltage. (Refresher) | Per learner per course | Service Provider Venue | | | |
| 9 | Working at Heights for Distribution. (Novice) | Per learner per course | Service Provider Venue | | | |
| 10 | Working at Heights for Distribution. (Refresher) | Per learner per course | Service Provider Venue | | | |
| 11 | Working at Heights for Generation and Support Services. (Novice) | Per learner per course | Service Provider Venue | | | |
| 12 | Working at Heights for Generation and Support Services. (Refresher) | Per learner per course | Service Provider Venue | | | |
| 13 | Fall Arrest Systems | Per learner per course | Service Provider Venue | | | |
| 14 | Provision of SF6 Gas Handling and Safety Training | Per learner per course | City of Cape Town Venues | | | |
| 15 | Safe, Use and Handling of Herbicides and Pestacides | Per learner per course | City of Cape Town Venues | | | |
| 16 | Safe, Use and Handling of Herbicides and Pestacides | Per learner per course | Service Provider Venue | | | |
| 17 | Basic Principles of Protection for Medium Voltage Training | Per learner per course | Service Provider Venue | | | |
| 18 | High Voltage Cable Fault Location Training | Per learner per course | Service Provider Venue | | | |
| 19 | Cable Identification and Spiking | Per learner per course | Service Provider Venue | | | |
| 20 | Thermographic Training | Per learner per course | Service Provider Venue | | | |
| 21 | Lunch as per City of Cape Town's, Catering and Beverage Provision Policy | Per learner per course per day | | Rate as per policy | Rate as per policy | Rate as per policy |

**Pricing Instructions:**

5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.

5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.

5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.

5.4 All prices shall be tendered in accordance with the units specified in this schedule.

5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.

5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**

5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.

5.8 The cost of Item 21, that is lunch to be provided during training should be in line with the City of Cape Town's Catering and Beverage Provision Policy (Menu 1) as applicable at the time of requirement.

5.9 It is the intention of the City of Cape Town to award the tender as follows:

- Award each item individually to the Service Provider whom obtains the highest points for the item.
- More than one item can be awarded to the highest scoring Service Provider.

| INITIALS OF CCT OFFICIALS | | |
|---|---|---|
| 1 | 2 | 3 |

**Group Sizes and Course Duration**

Note:
The number of learners to be trained is to be confirmed during the contract period as and when required and is only used as an estimate during the evaluation of the tender. Therefore no obligation or commitment is made by the City to the minimum and maximum quantitites of learners that is referred to in this tender.

- Minimum means the number of delegates for billing purposes per class/group that will be trained on any day
- Maximum means the number of delegates that that can be accommodated by the facilitator/class room or workshop size/ complexity of the learning content.
- The number of delegates will not be considered for evaluation purposes
- Course duration must fall within the course prescribed limits.

| ITEM | D E S C R I P T I O N | Minimum number of delegates per course | Maximum number of delegates per course | Number of training days per course |
|---|---|---|---|---|
| 1 | Safety at Roadworks | 8 | 15 | |
| 2 | Excavation and Shoring | 8 | 15 | |
| 3 | Health and Safety for Supervisory Staff | 8 | 20 | |
| 4 | Foundational Learning Programme | 8 | 20 | |
| 5 | Health and Safety Awareness | 8 | 20 | |
| 6 | Supervision Training | 8 | 20 | |
| 7 | Working at Heights for High Voltage. (Novice) | 8 | 12 | |
| 8 | Working at Heights for High Voltage. (Refresher) | 8 | 12 | |
| 9 | Working at Heights for Distribution. (Novice) | 8 | 12 | |
| 10 | Working at Heights for Distribution. (Refresher) | 8 | 12 | |
| 11 | Working at Heights for Generation and Support Services. (Novice) | 8 | 12 | |
| 12 | Working at Heights for Generation and Support Services. (Refresher) | 8 | 12 | |
| 13 | Fall Arrest Systems | 8 | 12 | |
| 14 | Provision of SF6 Gas Handling and Safety Training | 8 | 12 | |
| 15 & 16 | Safe, Use and Handling of Herbicides and Pestacides | 8 | 12 | |
| 17 | Basic Principles of Protection for Medium Voltage Training | 8 | 12 | |
| 18 | High Voltage Cable Fault Location Training | 8 | 12 | |
| 19 | Cable Identification and Spiking | 8 | 12 | |
| 20 | Thermographic Training | 8 | 12 | |

| INITIALS OF CITY OFFICIALS | | |
|---|---|---|
| 1 | 2 | 3 |

# C.5 SPECIFICATION(S)

**General Specification referring to the required learning interventions**

1. All training must be provided and costed as per the tender specifications.
2. Additional notes to tenderers
   a. The following documents are to accompany all tenders:
      i. A company profile highlighting the company experience relevant for interventions tendered for in this submission.
      ii. The CV's of the assesors/facilitators who will conduct the training, including accreditation certificates and statements relevant for the interventions tendered for. Note: No alternate assessor/facilitator may be used unless agreed upon by the Project Manager prior to the commencement of the training.
      iii. Training Material as specified in clause 3, below. Note: The Schedule 13C must becompleted by noting the page number where the specific outcome content can be found in the training material. Service Providers must not reference all the page numbers in the learning guide against a specific outcome.
   b. Where training is conducted at the tenderer's venue, the tenderer shall ensure that an appointed First Aider, holding a valid First Aid Certificate, is available on site for the duration of the training.

3. **Training Material**
   a. Service Providers will be required to submit their training manuals/materials for evaluation for functionality scoring purposes with the tender document. Providers failing to submit training material for evaluation will not score points for the Interpretation of Brief.
      The submission of printed presentation slides as learner guides is not acceptable. Learner guides must be developed as comprehensive training materials that adequately cover the course content containing sufficient detail, explanations, activities and support effective learning and assessment.
   b. The City reserves the right to request that the provider blend the training material according to the City's training needs within the context of the tender.

4. **Provider Accreditation**:
   a. Tenderers must submit proof of valid accreditation and/or registration as a Skills Development Provider (SDP) from the relevant Quality Council for Trades and Occupations (QCTO) and/or Sector Education and Training Authority (SETA) applicable to the training interventions tendered for. (See clause 2.2.1.1.4.1)

   b. The bidder/service provider/training provider must hold valid accreditation from the relevant accrediting body at the time of submission.
      Documentary evidence must clearly indicate:
      - The name of the accredited provider;

- The accreditation, registration, or provider number, must be valid and current at the closing date and time of the tender;
- The scope of accreditation/approval relevant to the services required under this tender;
- The validity period of the accreditation/approval.

c. Providers are required to provide the relevant proof of accreditation of assessors and moderators by the relevant SETA ETQA for the courses tendered in this tender. Documentary evidence must clearly indicate:
    - The name of the Assessor;
    - The accreditation, registration, or assessor number, must be valid and current at the closing date and time of the tender;
    - The scope of accreditation/approval relevant to the training intervention required under this tender;
    - The validity period of the accreditation/approval.

d. Unit Standards may be replaced by agreement with the Project Manager

**5. Pricing**

a. To reflect the cost per delegate which includes:
    i. Facilitation of learning
    ii. Refreshments (tea/coffee) Note that lunch is a separate billing item
    iii. Training materials and resources
    iv. Assessment and Moderation
    v. Certification

**6.** When required by the City of Cape Town the Service Provider is to arrange lunch in accordance with the City of Cape Town's Catering and Beverage Provision Policy. Halaal, Kosher and Vegetarian meals to be provided for upon request.

**7. Course Logistics**

a. A pre-course meeting will be held in order to agree on expected performance standards, and relevant logistics.
    i. Performance standards prior to the commencement, during and after the training
    ii. Format and submission of course reports, attendance registers, portfolios of evidence and delegate feedback forms.
    iii. A final and detailed course report which includes the assessment documents.
    iv. Certificate of competence for competent learners or a certificate of attendance for Not Yet Competent (NYC) learners.
    v. Venue inspection

**8. Group Sizes and Course Duration** – See Pricing Schedule

a. Minimum means the number of delegates for billing purposes per class/group

b. Maximum means the number of delegates that that can be accommodated by the facilitator/class room or workshop size/ complexity of the learning content.
c. Course duration must fall within the course prescribed limits.
d. Where the minimum required number of delegates the project manager may request that these delegates be accommodated on public courses should the Service Provider have such offerings.
e. The number of delegates will not be considered for evaluation purposes.

**9.** The Service Provider will ensure that the PoE is compiled during the course offering and that the Service Provider collects these PoE's upon completion of the course.

**10.** All attendance registers will be signed by the attendees at the commencement of the programme in the morning. Should an attendee not be able to attend the entire day and leave prior to the conclusion of the daily session, this information must be recorded and highlighted on the attendance register

**11. Facilitation**:

a. Courses are to be presented in English: but courses in Xhosa and Afrikaans may be requested.
b. Classroom contact/presentation
c. Workshop practical demonstration/tasks/exercise
d. Course times: 08:00 to 15h30 (no half days)
e. Identification of delegates to be determined by the following criteria:
    i. The providers specified minimum and maximum attendees per course.
    ii. The current Work Place Skills Plan
    iii. The future demand of the business.

**12.** Training Courses are based on a needs analysis and will be adhoc/as is.

**13. Course Completion**

a. A course report and all attendance registers must be submitted within 2 weeks of the completion of the classroom training.
b. All PoE's will be handed back to learners on completion of the verification process.
c. The service provision includes the training intervention and the submission of the following documents and payment will be in terms of clause 16 of Volume 3: Draft Contract (7) Special Conditions of Contract:
    i. Post-training Report
    ii. Attendance Registers.
    iii. Feedback Forms
    iv. Certificates (Pertains to certificates produced by Service Provider, other certificates to be discussed with Project Manager)
    v. Statement of Result/s (Pertains to statement of results produced by Service Provider, other statement of results are to be discussed with Project Manager)

**14.** The above documentation would be subjected to penalties as specified in clause 22 in the Special Conditions of Contract – Volume 3

15. The Service Provider and Client may request filming and / or photographing of the learning experience for research/marketing purposes.
16. Certification -
    a. The type of Certification will be determined by the tender specification and the course outcome.
        i. Credit Bearing – A competency certificate reflecting all unit standards and Provider accreditation details.
        ii. Non Credit bearing – A competency certificate reflecting all the relevant details
        iii. Attendance – For non-competent learners and where attendance only certificates are applicable
    b. Certificates shall not reflect expiry dates unless the Services Provider produces legislative proof to the contrary.

17. **ETQA Documentation and Functions**

    a. Documentation required from the provider upon completion of the offering includes inter alia: general course feedback, statement of results, summary of feedback to learners, certificates and attendance registers etc.

18. **Personal Protective Equipment (PPE)**
    a. The City of Cape Town will provide each learner with the following PPE
        i. Safety Boots
        ii. Overall.

19. **Training Facility**

    a. The provider must ensure that the premises are maintained and operated in accordance with the Occupational Health and Safety (OHS) Act.
    b. Training to take place within the Cape Metropolitan area at the Service Provider's or at a mutually acceptable, alternate venue conducive to the relevant intervention
    c. The City of Cape Town reserves the right to conduct a site inspection of the service provider's training facilities prior to the commencement of training and during the contract period to verify compliance with the requirements of this specification.
    d. The Service Provider is to ensure that the training facility has sufficient free and safe parking onsite for the number of delegates.
    e. The service provider shall provide and maintain first aid boxes at the training venue in accordance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and the General Safety Regulations. First aid boxes shall, as a minimum, contain the items prescribed in the Annexure to

Regulation 3 of the General Safety Regulations and shall be readily accessible for the duration of all training activities..

f. The City of Cape Town reserves the right to inspect and assess the training facility for compliance with the Facilities Regulations, 2004, and for overall suitability for the delivery of the required training, including the following aspects::
   i. Classroom size and space to accommodate the maximum number of learners.
   ii. Workshop size and/ or practical space to accommodate the delivery of the course
   iii. Adequate tools and equipment for each learner
   iv. Adequate ablutions to accommodate both male and female learners
   v. Eating area / Rest Room to accommodate the entire class
   vi. The Service Provider must ensure that the training facility provides clearly marked designated smoking areas that are separated from training and common areas and comply with all applicable health and safety regulations.
   vii. Separate change rooms to accommodate both male and female learners (where applicable)
   viii. Additional criteria to be vetted for the following courses:
      1. Safety at Road works – two way radios, flags, cones, road signs
      2. Excavation and Shoring Training - barricading
      3. Working at Heights – Ropes, harnesses, clips
      4. Fall Arrest – Harness

**20. Responsibilities of the Service Provider**

a. Provide each learner with the necessary training materials including but not limited to a learner guide and an assessment guide (Portfolio of Evidence)
b. Provide assessment, moderation, verification and uploading Learner Records.
c. Where training is at the Service Providers venue a fully equipped training venue conducive to the training must be provided.
d. Where training is at the Service Providers venue tea and coffee must be provided
e. Provision of attendance register
f. Assessment plan and schedule
g. Provide Certification
h. Learner support will be provided for not yet competent learner to ensure gaps identified are closed (re-writes).
i. The Service provider will provide the learners with feedback of results within two weeks of the final assessment.
j. The provider is to maintain an acceptable level of cleanliness and order. i.e. Classrooms are to be returned to the original condition.
k. Learner contact times shall be from 08h00 to 15h30 (Learners should not be dismissed earlier than 15h30)
l. Absenteeism: The Service provider undertakes to inform the client by 09h00 with regards to the non-arrival of the delegates on the training interventions
m. For courses based at the Energy Training Centre, report absenteeism to reception.
n. For courses based at any other of the clients or providers venue, by Email.
o. Provider to conduct a safety brief for all delegates on the first morning of each course

## 21. Responsibilities of the ETC

a. To indicate the number and frequency of courses
b. Scheduling of training dates and times will be negotiated between the Client and Service Provider.
c. The number of attendees attending the scheduled training. The list must contain the Name, Surname and ID number for each attendee.
d. Amendments and Cancellations as agreed between the Client and the Service Provider.
e. The client reserves the right to substitute trainees

**ITEM 1**

| Details of Learning Intervention Required | | | | |
|---|---|---|---|---|
| **Name of Course** | Safety at Roadworks | | | |
| **Purpose of Course** | To equip learners with the knowledge and skills to work Safely at Roadsides | | | |
| **Provider Expertise** | Training is required from a skills development provider (SDP) with credible references, who has extensive experience in the training of Safety at Road Works. | | | |
| **Duration of Course** | Minimum number of training days | 2 | Maximum number of training days | 3 |

**Required Course Outcomes :**

By the end of the course the learner is required to:

1. Planning safety at roadwork's
2. Safe positioning of vehicle in relation to work area/site
3. Safe transport of equipment and workforce.
4. Safe Loading and unloading of equipment, material and workforce with regards to the work area or site
5. Safe setting up and the correct sequence and procedures for temporary signs
6. Safe setting up of road work demarcators (cones) and procedures
7. Overall evaluation to ascertain the correct setting up sequences and procedures were followed (setting up, is it correct)

Note:

1. Practical Training:
   a. Delegates are required to be trained in the setting up of traffic cones, flagmen and the basic operation of two way radios as it pertains to working at roadworks
2. The provider is to supply ALL necessary equipment for the training.
3. All SETA documentation required from learners are to be completed as part of the course.

| | | |
|---|---|---|
| **NQF Level** | N/A | |
| **Unit Standards No. & Title/s** | N/A | N/A |
| **No. of Credits** | N/A | **Certificate Type: Competence** |

| Special Requirements | |
|---|---|
| **Language** | Courses are to be presented in English: but courses in Xhosa and Afrikaans may be requested |

**ITEM 2**

| Details of Learning Intervention Required | | | | |
|---|---|---|---|---|
| **Name of Course** | Excavation and Shoring Training | | | |
| **Purpose of Course** | The purpose of this tender is to appoint a suitably experienced skills development to equip learners with the knowledge, skills, and practical competencies required to safely trench, shore, install, and backfill cable trenches in accordance with applicable occupational health and safety legislation, industry standards, and best practices. | | | |
| **Provider Expertise** | Training is required from a specialized excavation and shoring trainer / training provider with credible references, who has extensive experience in excavation and shoring. | | | |
| **Duration of Course** | Minimum number of training days | 1 | Maximum number of training days | 3 |
| **Required Course Outcomes:** | | | | |
| Upon successful completion of the programme, learners shall be able to:<br>• Identify hazards associated with trenching and excavation work.<br>• Interpret trenching and cable installation drawings.<br>• Apply Occupational Health and Safety requirements during excavation activities.<br>• Demonstrate correct trench excavation techniques.<br>• Demonstrate appropriate cable trench shoring methods.<br>• Install cable protection systems and marker tapes.<br>• Backfill and reinstate excavation sites according to specifications.<br>• Conduct trench inspections and risk assessments.<br>• Apply emergency procedures related to trench collapse and excavation incidents. | | | | |
| **NQF Level** | N/A | | | |
| **Unit Standards No. & Title/s** | N/A | N/A | | |
| **No. of Credits** | N/A | **Certificate Type: Competence** | | |
| **Language** | Courses are to be presented in English: but courses in Xhosa and Afrikaans may be requested | | | |

**ITEM 3**

| Details of Learning Intervention Required | | | | |
|---|---|---|---|---|
| **Name of Course** | Health and Safety for Supervisory Staff | | | |
| **Purpose of Course** | The training is required to provide the staff of Energy Directorate with the knowledge and skill to supervise health and safety in the workplace | | | |
| **Provider Expertise** | Training is required from a specialized Health and Safety trainer with credible references, who has extensive experience in Health and Safety | | | |
| **Duration of Course** | Minimum number of training days | 2 | Maximum number of training days | 4 |

**Required Course Outcomes:**

By the end of the course the learner is required to:

1. Be able to do an inspection.
2. Perform Accident/Incident Investigation.
3. Identify Risks.
4. Understand their role in SHE programme.
5. Know their duties, responsibilities and rights.
6. Conduct safety and health and environmental inspections and action such reports
7. Discuss Energy Directorate Inspection tool and do practical – “how to conduct such inspections in the field”. (Also use this as an assessment tool.)
8. Discuss and make aware of OHSAS 18001:2007, Emergency Management Plans and City of Cape Town policy and procedures.
9. Know their duties, responsibilities i.t.o the OHS ACT.
10. Conduct a SHE Audit / HIRA. And write a report.
11. Implement a SHE programme.
12. Discuss and make aware of OHSAS 18001:2007, Emergency Management Plans and City of Cape Town policy and procedures.

The course topics must include inter alia

1. Introduction and overview to Legislation, the OHS Act 85 0f 1993, COIDA, City Ordinances (EMP, ect.), Electricity Policy ,OHSAS 18001:2007
2. Legislation regarding OHS Act compliance
    a. Various sections of the act
    b. OHS Act and pertinent regulations
    c. Documentation regarding Health & Safety OHS
    d. Committee structures and implementation
3. The requirements and functions of a SHE Rep
    a. Regular workplace inspections
4. Methods of compliance (Tools) for carrying out SHE Rep Functions
    a. Attending meetings

b. Investigate incidents
c. Checklists /registers
d. Incident report forms

5. Investigating incidents
   a. To try and ensure that the incident does not occur again
   b. Making the workplace safer
   c. Legislation requires it
6. Incident & Accident Investigation Legal Requirements
   a. Section 31, 32 & 33
   b. Recording of incidents
   c. C.O.I.D. Act 130 of 1993
7. A systematic approach to I&A
   a. All work locations to eliminate or control hazards
   b. Operation methods and practice
   c. Training of employees and supervisors
8. Why a Risk Assessments
   a. Legal requirements, Planning of inspections, Hazard Identification, Prioritizing risks & Corrective action.
   b. Attending meetings
   c. Investigate incidents
   d. Checklists /registers
   e. Incident report forms

9. Training of employees
10. All work locations to eliminate or control hazards
11. Legal requirements, Planning of inspections, Hazard Identification, Prioritizing risks & Corrective action

| | | |
|---|---|---|
| **NQF Level** | N/A | |
| **Unit Standards No. & Title/s** | N/A | N/A |
| **No. of Credits** | N/A | **Certificate Type: Competence** |
| **Special Requirements** | | |
| **Language** | Courses are to be presented in English: but courses in Xhosa and Afrikaans may be requested | |

## ITEM 4

| Details of Learning Intervention Required | | |
|---|---|---|
| **Name of Course** | **Foundational Learning Programme** | |
| **Purpose of Course** | Its key purpose is to remove barriers to learning and progress in occupational pathways and skills development.<br><br>Foundational Learning refers to the competence needed in the two key areas of Communication and Mathematical Literacy in order to deal successfully with occupational learning at NQF Levels 2-4. | |
| **Provider Expertise** | Training is required from a specialized Foundational Learning Component service provider with credible references, who has extensive experience in numeracy and literacy training | |
| **Duration of Course** | Energy Directorate Training will be guided by the service provider's submission regarding the course duration. | |
| **Required Course Outcomes:** | | |

By the end of the course the learners are required to:

1. Foundational Communication:
    a. Read and understand a range of text types, extract and use information, and make critical judgments.
    b. Write a variety of texts to record information and ideas.
    c. Interact orally with others with a reasonable degree of confidence for a number of purposes.
    d. Read and produce visual texts.
    e. Use knowledge of grammar to understand and communicate effectively through reading, writing, speaking and listening.
    f. Use the language of learning and teaching effectively for occupational learning and training.
2. Foundational Mathematical Literacy:
    a. Use numbers in a variety of forms to describe and make sense of situations, and to solve problems in a range of familiar and unfamiliar contexts.
    b. Manage personal finances using financial documents and related formulae.
    c. Collect, display and interpret data in various ways and solve related problems.
    d. Make measurements using appropriate measuring tools and techniques to solve problems in various measurement contexts.
    e. Describe and represent objects and the environment in terms of spatial properties and relationships.
    f. Interpret and solve problems involving mathematical patterns, relationships and functions.

Note:

- Energy Directorate Training will be guided by the service provider's submission regarding the course duration.
- Management of contact time will be discussed and document with the service provider.
- All SETA documentation required from learners are to be completed as part of the course.

| | | |
|---|---|---|
| **NQF Level** | 2 | |
| **Qualification No. & Title/s** | Training to be aligned to SAQA Unit Standard 88895 or equivalent | |
| **No. of Credits** | N/A | **Certificate Type: Competence** |

| Special Requirements | |
|---|---|
| **Language** | Courses are to be presented in English: but courses in Xhosa and Afrikaans may be requested |

## ITEM 5

| Details of Learning Intervention Required | | | | |
|---|---|---|---|---|
| **Name of Course** | **Health and Safety Awareness** | | | |
| **Purpose of Course** | To equip learners with the knowledge and understanding of the OHSA | | | |
| **Provider Expertise** | Training is required from a certified trainer with credible references, who has extensive experience in health and safety awareness training | | | |
| **Duration of Course** | Minimum number of training days | 1 | Maximum number of training days | 2 |
| **Required Course Outcomes:** | | | | |
| Upon completion of this course, learners will be able to:<br>1. Understand the purpose and scope of the Occupational Health and Safety Act.<br>2. Identify the legal duties of employers and employees.<br>3. Recognize workplace hazards and associated risks.<br>4. Apply basic risk assessment principles.<br>5. Understand incident reporting procedures.<br>6. Demonstrate safe work practices and emergency preparedness.<br>7. Promote a positive health and safety culture in the workplace. | | | | |
| **NQF Level** | 2 | | | |
| **Unit Standards No. & Title/s** | SAQA - 259639 | Explain basic health and safety principles in and around the workplace | | |
| **No. of Credits** | 4 | **Certificate Type: Competence** | | |
| **Special Requirements** | | | | |
| **Language** | Courses are to be presented in English: but courses in Xhosa and Afrikaans may be requested | | | |

**ITEM 6**

| Details of Learning Intervention Required | | | | |
|---|---|---|---|---|
| **Name of Course** | **Supervision Training** | | | |
| **Purpose of Course** | To equip learners with the knowledge and skills to supervise and manage staff. | | | |
| **Provider Expertise** | Training is required from a service provider with credible references, who has extensive experience supervision and management training. | | | |
| **Duration of Course** | Minimum number of training days | 3 | Maximum number of training days | 5 |
| **Required Course Outcomes:** | | | | |
| By the end of the course the learners are required to understand :<br><br>1. Introduction to supervision<br>2. Problem solving<br>3. Planning<br>4. Time management<br>5. Organising<br>6. Instruction and delegating<br>7. Controls and performance feedback<br>8. Leading<br>9. Motivation<br>10. Interpersonal Skills<br>11. Communication and listening<br>12. Conflict management<br>13. Assertiveness<br>14. Meetings<br>15. Teamwork<br>16. Managing change | | | | |
| **NQF Level** | N/A | | | |
| **Unit Standards No. & Title/s** | N/A | N/A | | |
| **No. of Credits** | N/A | **Certificate Type: Competence** | | |
| **Special Requirements** | | | | |
| **Language** | Courses are to be presented in English: but courses in Xhosa and Afrikaans may be requested | | | |

**ITEMS 7 & 8**

| Details of Learning Intervention Required | | | | |
|---|---|---|---|---|
| **Name of Course** | Working at Heights for High Voltage. | | | |
| **Purpose of Course** | To equip learners with the knowledge and skills to identify the risk and controls for working at heights, within the Electrical Engineering Field. | | | |
| **Provider Expertise** | Training is required from a specialized Working at Heights trainer/training provider with credible references, who has extensive experience in Working at Heights | | | |
| **Duration of Course (Novice)** | Minimum number of training days | 3 | Maximum number of training days | 5 |
| **Duration of Course (Refresher)** | Minimum number of training days | 1 | Maximum number of training days | 3 |

**Required Course Outcomes:**

The course outcomes must be trained is such a manner that delegates working in the High Voltage units within Energy Directorate will be able to perform the tasks as listed below safely:

1. The climbing of lattice steel structures.
2. The carrying, erecting & climbing of ground ladders.
3. The handling, attaching & working on line ladders.
4. The handling, attaching & working on line bicycles.
5. Mechanical Elevated Work Platforms

In addition to the course content below, candidates must be trained in accordance with the content of unit standard 229995. Please note that the candidates will be not required to obtain US 229995 accreditation, but must be declared competent in the use of the equipment per specific training area

**Module 1 – Safety**

This Section of training is designed to equip learners with the knowledge, skills and attitudes to work at height safely, thereby minimizing the risk and increasing chances of survival should a fall occur

After training the learners must be able to

- Define and understand working at height
- Assess a work site for risks
- Understand the basics to do a risk assessment and fall protection plan
- Manage the safety of personnel working at height
- Select suitable anchor points
- Select and properly use fall protection PPE and systems
- Inspect, maintain and store fall protection PPE
- Understand the importance of post fall arrest rescue

**Module 2 – Electrical Field Work**

This Section of training is designed to equip learners with the knowledge, skills and attitudes to work at height safety, within an electrical field and on or in close proximity to apparatus and or infrastructure

**After training the learners must be able to safely work on in the electrical field with regards to working at heights.**

- Define and understand working at height
- Assess a work site for risks
- Understand the basics to do a risk assessment and fall protection plan
- Manage the safety of personnel working at height
- Select suitable anchor points
- Select and properly use fall protection PPE and systems
- Inspect, maintain and store fall protection PPE
- Understand the importance of post fall arrest rescue

**Module 3 - Rescue**

This section is designed to equip learners with the knowledge, skills and attitudes to rescues persons at height.

**After training the learners must be able to safely perform a self-rescue or a rescue at height.**

Module 3.1 – Remote access rescue

- *Rescue and rescuer safety*
- What is suspension trauma?
- How to inspect a Remote Access Post Fall Rescue Kit before use
- Care of the Remote Access Post Fall Rescue Kit
- Components of a rescue plan
- Using the Suspension Loop
- Carrying out a post fall rescue using a high anchor point
- Carrying out a post fall rescue using a low anchor point
- Carrying out a remote post fall rescue on a person arrested by a fall arrest block
- Post rescue casualty positioning
- Explain the use of a range of fall arrest equipment and knowledge of applicable regulations
- Explain and use basic rope knots
- Install and use fall arrest systems
- Inspect and assemble fall arrest equipment and systems
- Interpret and implement a fall protection plan for rescuers
- Perform basic fall arrest rescue to bring a casualty down to safety
- Using a Remote Access Post Fall Arrest Rescue Kit

Module 3.2 – Self rescue

- What is Suspension Trauma?

- How to inspect a Self Rescue & Evacuation Kit
- Components of a rescue plan
- Selecting Anchor Points
- Carrying out a Self Rescue
- Post Rescue casualty positioning

**Module 3.3 – FAS Rescue**

- Rescue using an aerial device
- The care, inspection and use of safety harness and fall arrester equipment
- Self Rescue using the appropriate rescue kit
- The safe rescue of personnel from an overhead structure or pole
- The care, inspection and use of the robe grab unit

**Module 4 - Casualty Management**

This section is designed to equip learners with the knowledge, skills and attitudes to management a casualty situation at height

**After training the learners must be able to manage a casualty situation as a result of working at height.**

- Importance of safety
- Emergency scene management
- Suspension Trauma
- Treatment of different injuries
- Medical kit requirements

| | | |
|---|---|---|
| **NQF Level** | N/A | |
| **Unit Standards No. & Title/s** | N/A | N/A |
| **No. of Credits** | N/A | **Certificate Type: Competence** |
| **Special Requirements** | | |
| **Language** | Courses are to be presented in English: but courses in Xhosa and Afrikaans may be requested | |

**ITEMS 9 & 10**

| Details of Learning Intervention Required | | | | |
|---|---|---|---|---|
| **Name of Course** | Working at Heights for Distribution | | | |
| **Purpose of Course** | To equip learners with the knowledge and skills to identify the risk and controls for working at heights, within the Electrical Engineering Field. | | | |
| **Provider Expertise** | Training is required from a specialized Working at Heights trainer/training provider with credible references, who has extensive experience in Working at Heights | | | |
| **Duration of Course (Novice)** | Minimum number of training days | 3 | Maximum number of training days | 5 |
| **Duration of Course (Refresher)** | Minimum number of training days | 1 | Maximum number of training days | 3 |
| **Required Course Outcomes:** | | | | |

The course outcomes must be trained is such a manner that delegates working in the Distribution units within Energy Directorate will be able to perform the tasks as listed below safely:

1. Mechanical Elevated Work Platforms
2. Ladders

In addition to the course content below, candidates must be trained in accordance with the content of unit standard 229995. Please note that the candidates will be not required to obtain US 229995 accreditation, but must be declared competent in the use of the equipment per specific training area

**Module 1 – Safety**

This Section of training is designed to equip learners with the knowledge, skills and attitudes to work at height safely, thereby minimizing the risk and increasing chances of survival should a fall occur

After training the learners must be able to

- Define and understand working at height
- Assess a work site for risks
- Understand the basics to do a risk assessment and fall protection plan
- Manage the safety of personnel working at height
- Select suitable anchor points
- Select and properly use fall protection PPE and systems
- Inspect, maintain and store fall protection PPE
- Understand the importance of post fall arrest rescue

**Module 2 – Electrical Field Work**

This Section of training is designed to equip learners with the knowledge, skills and attitudes to work at height safety, within an electrical field and on or in close proximity to apparatus and or infrastructure

**After training the learners must be able to safely work on in the electrical field with regards to working at heights.**

- Define and understand working at height
- Assess a work site for risks
- Understand the basics to do a risk assessment and fall protection plan
- Manage the safety of personnel working at height
- Select suitable anchor points
- Select and properly use fall protection PPE and systems
- Inspect, maintain and store fall protection PPE
- Understand the importance of post fall arrest rescue

**Module 3 - Rescue**

This section is designed to equip learners with the knowledge, skills and attitudes to rescues persons at height.

**After training the learners must be able to safely perform a self-rescue or a rescue at height.**

Module 3.1 – Remote access rescue

- *Rescue and rescuer safety*
- What is suspension trauma?
- How to inspect a Remote Access Post Fall Rescue Kit before use
- Care of the Remote Access Post Fall Rescue Kit
- Components of a rescue plan
- Using the Suspension Loop
- Carrying out a post fall rescue using a high anchor point
- Carrying out a post fall rescue using a low anchor point
- Carrying out a remote post fall rescue on a person arrested by a fall arrest block
- Post rescue casualty positioning
- Explain the use of a range of fall arrest equipment and knowledge of applicable regulations
- Explain and use basic rope knots
- Install and use fall arrest systems
- Inspect and assemble fall arrest equipment and systems
- Interpret and implement a fall protection plan for rescuers
- Perform basic fall arrest rescue to bring a casualty down to safety
- Using a Remote Access Post Fall Arrest Rescue Kit

Module 3.2 – Self rescue

- What is Suspension Trauma?
- How to inspect a Self Rescue & Evacuation Kit
- Components of a rescue plan
- Selecting Anchor Points
- Carrying out a Self Rescue
- Post Rescue casualty positioning

Module 3.3 – FAS Rescue

- Rescue using an aerial device
- The care, inspection and use of safety harness and fall arrester equipment
- Self Rescue using the appropriate rescue kit
- The safe rescue of personnel from an overhead structure or pole
- The care, inspection and use of the robe grab unit

**Module 4 - Casualty Management**

This section is designed to equip learners with the knowledge, skills and attitudes to management a casualty situation at height

**After training the learners must be able to manage a casualty situation as a result of working at height.**

- Importance of safety
- Emergency scene management
- Suspension Trauma
- Treatment of different injuries
- Medical kit requirements

| | | |
|---|---|---|
| **NQF Level** | N/A | |
| **Unit Standards No. & Title/s** | N/A | N/A |
| | | |
| **No. of Credits** | N/A | **Certificate Type: Competence** |
| | | |
| **Language** | English | |

**ITEMS 11 & 12**

| Details of Learning Intervention Required | | | | |
|---|---|---|---|---|
| **Name of Course** | Working at Heights for Generation and Support Services | | | |
| **Purpose of Course** | To equip learners with the knowledge and skills to identify the risk and controls for working at heights, within the Electrical Engineering Field. | | | |
| **Provider Expertise** | Training is required from a specialized Working at Heights trainer/training provider with credible references, who has extensive experience in Working at Heights | | | |
| **Duration of Course (Novice)** | Minimum number of training days | 3 | Maximum number of training days | 5 |
| **Duration of Course (Refresher)** | Minimum number of training days | 1 | Maximum number of training days | 3 |

**Required Course Outcomes:**

The course outcomes must be trained is such a manner that delegates working in the Generation and Support Services units within Energy Directorate will be able to perform the tasks as listed below safely:

1. Ladders
2. Confine Spaces
3. Scaffolding
4. Roof Spaces /Tops
5. Horizontal Life Line
6. Electrical Equipment (Transformers etc.)
7. Mechanical Elevated Work Platforms
8. Boatman's Chair

In addition to the course content below, candidates must be trained in accordance with the content of unit standard 229995. Please note that the candidates will be not required to obtain US 229995 accreditation, but must be declared competent in the use of the equipment per specific training area

**Module 1 – Safety**

This Section of training is designed to equip learners with the knowledge, skills and attitudes to work at height safely, thereby minimizing the risk and increasing chances of survival should a fall occur

After training the learners must be able to

- Define and understand working at height
- Assess a work site for risks
- Understand the basics to do a risk assessment and fall protection plan
- Manage the safety of personnel working at height
- Select suitable anchor points
- Select and properly use fall protection PPE and systems
- Inspect, maintain and store fall protection PPE
- Understand the importance of post fall arrest rescue

**Module 2 – Working on Roof tops**

This section is designed to equip learners with the knowledge, skills and attitudes to roof tops thereby minimizing the risk and increasing chances of survival should a fall occur. Taking into account the types of surfaces and structures that the delegates could be required to work on.

**After training the learners must be able to safely work on roof tops and structures**

- Assess a work site for risks
- Understand the basics to do a risk assessment and fall protection plan
- Manage the safety of personnel working at height
- Select suitable anchor points
- Horizontal safety lines
- Vertical safety lines
- Temporary safety lines
- Select and properly use fall protection PPE and systems
- Inspect, maintain and store fall protection PPE
- Understand the importance of post fall arrest rescue
- Hazards of rooftop work
  - Categories of work in rooftop work: Restraint, positioning and fall arrest
  - Equipment used for work restraint and positioning
  - Collective fall prevention systems: Guard rails
  - Safe access to and egress from rooftops
  - Combinations of rooftop safety systems
  - How to inspect equipment before use
  - Care of equipment
  - Post fall arrest rescue awareness for rooftops
  - Safety nets and evacuation techniques

**Module 3 – Electrical Field Work**

This Section of training is designed to equip learners with the knowledge, skills and attitudes to work at height safety, within an electrical field and on or in close proximity to apparatus and or infrastructure

**After training the learners must be able to safely work on in the electrical field with regards to working at heights.**

- Define and understand working at height
- Assess a work site for risks
- Understand the basics to do a risk assessment and fall protection plan
- Manage the safety of personnel working at height
- Select suitable anchor points
- Select and properly use fall protection PPE and systems
- Inspect, maintain and store fall protection PPE
- Understand the importance of post fall arrest rescue

**Module 4 - Confined spaces**

This section is designed to equip learners with the knowledge, skills and attitudes to work at heights in confined spaces safety, thereby minimizing the risk and increasing chances of survival should a fall occur with specific focus on their specialized working environment.

**After training the learners must be able to safely in confined spaces at heights**

- Define and understand confined space
- Assess a worksite for risks
- Conduct a confined space risk assessment
- Use atmospheric monitoring equipment
- Manage the safety of personnel working in confined space
- Permit to work system
- Demonstrate safe work practices

**Module 5 - Rescue**

This section is designed to equip learners with the knowledge, skills and attitudes to rescues persons at height.

**After training the learners must be able to safely perform a self-rescue or a rescue at height.**

Module 5.1 – Remote access rescue

- Rescue and rescuer safety
- What is suspension trauma?
- How to inspect a Remote Access Post Fall Rescue Kit before use
- Care of the Remote Access Post Fall Rescue Kit
- Components of a rescue plan
- Using the Suspension Loop
- Carrying out a post fall rescue using a high anchor point
- Carrying out a post fall rescue using a low anchor point
- Carrying out a remote post fall rescue on a person arrested by a fall arrest block
- Post rescue casualty positioning
- Explain the use of a range of fall arrest equipment and knowledge of applicable regulations
- Explain and use basic rope knots
- Install and use fall arrest systems
- Inspect and assemble fall arrest equipment and systems
- Interpret and implement a fall protection plan for rescuers
- Perform basic fall arrest rescue to bring a casualty down to safety
- Using a Remote Access Post Fall Arrest Rescue Kit

Module 5.2 – Self rescue

- What is Suspension Trauma?
- How to inspect a Self Rescue & Evacuation Kit

- Components of a rescue plan
- Selecting Anchor Points
- Carrying out a Self Rescue
- Post Rescue casualty positioning

Module 5.3 – FAS Rescue

- Rescue using an aerial device
- The care, inspection and use of safety harness and fall arrester equipment
- Self Rescue using the appropriate rescue kit
- The safe rescue of personnel from an overhead structure or pole

The care, inspection and use of the robe grab unit

**Module 6 - Casualty Management**

This section is designed to equip learners with the knowledge, skills and attitudes to management a casualty situation at height

**After training the learners must be able to manage a casualty situation as a result of working at height.**

- Importance of safety
- Emergency scene management
- Suspension Trauma
- Treatment of different injuries
- Medical kit requirements

| | | |
|---|---|---|
| **NQF Level** | N/A | |
| **Unit Standards No. & Title/s** | N/A | N/A |
| **No. of Credits** | N/A | **Certificate Type: Competence** |
| **Special Requirements** | | |
| **Language** | Courses are to be presented in English: but courses in Xhosa and Afrikaans may be requested | |

## ITEM 13

| Details of Learning Intervention Required | | | | |
|---|---|---|---|---|
| **Name of Course** | **Fall Arrest Systems** | | | |
| **Purpose of Course** | To equip learners with the knowledge and skills to work safely with fall arrest systems. | | | |
| **Provider Expertise** | Training is required from a specialized service provider with credible references, who has extensive experience in the training of fall arrest systems. | | | |
| **Duration of Course** | Minimum number of training days | 1 | Maximum number of training days | 2 |
| **Required Course Outcomes:** | | | | |
| By the end of the course the learners are required to:<br>1. Legislative requirements<br>2. Definitions<br>3. Care and inspection of equipment<br>4. Identification of equipment<br>5. Inspection of equipment<br>6. Use of equipment<br>7. Climbing with the fall arrester system<br>8. Working on a ladder<br>9. Working in a substation<br>10. Risk factors for suspension trauma induced shock syndrome | | | | |
| **NQF Level** | N/A | | | |
| **Unit Standards No. & Title/s** | N/A | N/A | | |
| **No. of Credits** | N/A | **Certificate Type: Competence** | | |
| **Special Requirements** | | | | |
| **Language** | Courses are to be presented in English: but courses in Xhosa and Afrikaans may be requested | | | |

## ITEM 14

| Details of Learning Intervention Required | | | | |
|---|---|---|---|---|
| **Name of Course** | Provision of SF6 Gas Handling and Safety Training | | | |
| **Purpose of Course** | To equip learners with the knowledge and skills to safely handle and test SF6 gas. | | | |
| **Target Group** | The desired training shall be targeted the staff of Energy Services who have little or no experience in SF6 gas handling. | | | |
| **Duration of Course** | Minimum number of training days | 1 | Maximum number of training days | 3 |

**Required Course Outcomes:**

The Training Programmes is to be based on the following:

- **a.** SF6 Properties, usage and reaction
- **b.** SF6 Contribution to global warming
- **c.** International standards / regulations
- **d.** Technical breakdown of different SF6 test equipment
- **e.** Safe gas handling procedures according to international standards
- **f.** Operator protection handling decomposition products
- **g.** Operational breakdown on the equipment.
- **h.** Practical training and assessment

| | | |
|---|---|---|
| **NQF Level** | N/A | |
| **Unit Standards No. & Title/s** | N/A | N/A |
| **No. of Credits** | N/A | **Certificate Type: Competence** |
| **Language** | Courses are to be presented in English: but courses in Xhosa and Afrikaans may be requested | |

**ITEMS 15 & 16**

| Details of Learning Intervention Required | | | | |
|---|---|---|---|---|
| **Name of Course** | Safe, Use and Handling of Herbicides and Pestacides | | | |
| **Purpose of Course** | To equip learners with the knowledge and skills to control weeds and pests . | | | |
| **Provider Expertise** | Training is required from a service provider with credible references, who has extensive experience in pest control. | | | |
| **Duration of Course** | Minimum number of training days | 2 | Maximum number of training days | 4 |

Training is required from a certified trainer with credible references, who has extensive experience in pest control.

Course Content:

1 Explain the reasons for controlling weeds.

2 Identify and classify weeds.

3 Decide on what methods of weed control to use.

4 Demonstrate use of chemicals to control weeds (Include storage of herbicides).

5 Explain what factors have an effect on the performance of chemical weed control.

6 Apply health and safety practices when conducting pest control (including storage of pesticides.

7 Describe the correct use and maintenance of pest control applicators and equipment.

8 Demonstrate an understanding of the specific chemical control groups and their modes of combating pests.

9 Identify and explain the hazards that chemical substances post to the environment.

| | | |
|---|---|---|
| **NQF Level** | 2 | |
| **Unit Standards No. & Title/s** | 264185 | Apply pest control practices in ornamental plant production and landscaping |
| | 12623 | Control Weeds |
| **No. of Credits** | 13 | **Certificate Type: Competence** |

| Special Requirements | |
|---|---|
| **Language** | Courses are to be presented in English: but courses in Xhosa and Afrikaans may be requested |

## ITEM 17

| Details of Learning Intervention Required | | | | |
|---|---|---|---|---|
| **Name of Course** | Basic Principles of Protection for Medium Voltage Training | | | |
| **Purpose of Course** | To equip learners with the knowledge and skills to interpret protection systems | | | |
| **Provider Expertise** | Training is required from a certified trainer with credible references, who has extensive experience in medium and low voltage protection | | | |
| **Duration of Course** | Minimum number of training days | 1 | Maximum number of training days | 3 |

**Required Course Outcomes**

By the end of the course the learner is required to understand:

1. Basic Principles of Medium Voltage Protection with regard to:
    a. Need and role for protective apparatus
    b. Basic requirements of protection
    c. The components of a protection system
2. Fault Types and Effects (balanced and Unbalanced) with regard to:
    a. The development of simple distribution systems
    b. Faults – types and their effects
3. Simple Calculation of Short Circuit Currents (Balanced and Unbalanced) with regard to:
    a. Revision of basic formulae
    b. Calculation of short circuit MVA
    c. Useful formulae
    d. Cable information
4. System Earthing with regard to:
    a. Earthing devices
    b. Effect of electric shock on human beings
5. Fuses with regard to:
    a. Historical
    b. Re-wireable type
    c. Cartridge type
    d. Operating characteristics
    e. British standard 88:1952
    f. Energy “let through”
    g. Application of selection of fuses
    h. General “rules of thumb”
    i. Special types
    j. General
6. Instrument Transformers with regard to:
    a. Purpose
    b. Current transformer
    c. Voltage transformers
    d. Application of current transformers
    e. Introducing relays

f. Inverse definite minimum time lag (IDMTL) relay

7. Circuit Breakers with regard to:
    a. Protective relay – circuit breaker combination
    b. Purpose of circuit breakers (switchgear)
    c. Behaviour under fault conditions
    d. Arc
    e. Types of circuit breakers
8. Tripping Batteries with regard to:
    a. Tripping batteries
    b. Chargers
    c. Maintenance guide
    d. Trip circuit supervision
    e. Reasons why breakers and contactors fail to trip
    f. Capacity storage trip units
9. Relays with regard to:
    a. and operation of Principal of the construction the IDMTL relays
    b. Factors influencing choice of plug setting
    c. The new era in protection-microprocessor vs electronic vs traditional
    d. Type testing of static relays
    e. The future of protection for distribution systems
10. Coordination's by Time Grading with regard to:
    a. Protection design parameters on medium and low voltage networks
    b. Sensitive Earth Fault Protection
11. Low Voltage Networks with regard to:
    a. Fundamentals of Low Voltage networks.
    b. Air circuit breakers
    c. Moulded case circuit breakers
    d. Application and selective co-ordinations
    e. Earth leakage protection
12. Principles of Unit Protection with regard to:
    a. Protective relay systems
    b. Main or unit protection
    c. Back-up protection
    d. Methods of obtaining selectivity
    e. Differential protection
    f. Transformer differential protection
    g. Switchgear differential protection
    h. Busbar Protection
    i. Feeder pilot-wire protection
13. Feeder Protection Cable Feeders and Overhead Lines with regard to:
    a. Fundamentals of feeder protection

| | | | |
|---|---|---|---|
| b. Translay<br>c. Distance protection<br>14. Industrial Power Systems Management and Quality of Supply<br>15. Auto Reclose Systems | | | |
| **NQF Level** | N/A | | |
| **Unit Standards No. & Title/s** | N/A | N/A | |
| **No. of Credits** | N/A | **Certificate Type: Competence** | |
| **Special Requirements** | | | |
| **Language** | Courses are to be presented in English: but courses in Xhosa and Afrikaans may be requested | | |

**ITEM 18**

| Required Course Outcomes | | | | |
|---|---|---|---|---|
| **Name of Course** | High Voltage Basic Cable Fault Location Training | | | |
| **Purpose of Course** | The training is required to provide the staff of Electricity Generation and Distribution with the knowledge and skill to identify and locate cable faults | | | |
| **Provider Expertise** | Training is required from a specialised Trainer with credible references, who has extensive experience in cable fault location. | | | |
| **Duration of Course** | Minimum number of training days | 2 | Maximum number of training days | 5 |

**Required Course Outcomes**

By the end of the course the delegates will be able to:

1. Explain the requirements pertaining to testing and fault location on low and medium voltage cables.
2. Prepare to test.
3. Understand the principles, techniques and methods to identify cables
4. Understand the principles, techniques and methods to locate cables
5. Test and locate faults
6. Effectively and safely use the following instruments:
    a. Time Domain Reflectometer
    b. A High Resistance Bridge tester
    c. Insulation Resistance Tester
7. Perform reporting and housekeeping practices.

| | | |
|---|---|---|
| **NQF Level** | N/A | |
| **Unit Standards No. & Title/s** | N/A | N/A |

| | | |
|---|---|---|
| **No. of Credits** | N/A | **Certificate Type: Competence** |

| Special Requirements | |
|---|---|
| **Language** | Courses are to be presented in English: but courses in Xhosa and Afrikaans may be requested |

## ITEM 19

| Details of Learning Intervention Required | | | | |
|---|---|---|---|---|
| **Name of Course** | Cable Identification and Spiking Training | | | |
| **Purpose of Course** | To equip learners with the knowledge and skills identify and spike cables. | | | |
| **Provider Expertise** | The desired training shall be targeted for staff of Electricity Services with little or no experience cable identification and spiking | | | |
| **Duration of Course** | Minimum number of training days | 1 | Maximum number of training days | 3 |

**Required Course Outcomes**

Training is required from a specialized Training Provider with credible references, who has experience in cable identification and spiking

1. Positively identify specific cables (single and multi-core cables) on which work needs to be performed.
    a. Introduction to Cable Identification
    b. Equipment - The Cable Identifier and its accessories
    c. Safe Operation, connection and minor maintenance of the Cable Identifier.
    d. Safety risks associated with Cable Identification
    e. Positively identify specific cables (single and multi-core cables) on which work needs to be performed.
2. Prepare for and to correctly spike identified cables.
    a. The Spiking Gun and its Accessories
    b. Safety risks and the necessary precaution
    c. Preparation and use of the spiking gun
    d. Inspection after Spiking of cables
    e. Maintenance of the Spiking Gun
3. Follow correct procedures in case of a spiking gun misfire.

| | | | |
|---|---|---|---|
| **NQF Level** | N/A | | |
| **Unit Standards No. & Title/s** | N/A | N/A | |
| **No. of Credits** | N/A | **Certificate Type: Competence** | |
| **Language** | Courses are to be presented in English: but courses in Xhosa and Afrikaans may be requested | | |

**ITEM 20**

| Details of Learning Intervention Required | | | | |
|---|---|---|---|---|
| **Name of Course** | Provision of Thermographic Training | | | |
| **Purpose of Course** | To equip City of Cape Town Electricity Services operating and maintenance personnel with the knowledge and skills to effectively operate infrared cameras and software, understand and apply the fundamentals of infrared thermography, and to identify, measure and report on thermal anomalies based on thermal patterns. | | | |
| **Provider Expertise** | The desired training shall be targeted at supervisors, technicians and technical managers of Electrical Services who are involved in electrical inspection and maintenance activities and have little or no experience in thermography and in the use of thermal imaging cameras. | | | |
| **Duration of Course** | Minimum number of training days | 1 | Maximum number of training days | 2 |

**Required Course Outcomes**

Training is required from a specialized Training Provider with credible references, who has experience in cable identification and spiking

1. Introduction to thermography and IR theory
    a. The nature of thermal radiation
    b. Related physical laws
    c. Emittance and absorption
    d. Reflectance / Transmittance / Absorption
    e. Black/Grey bodies / Selective Radiators
    f. Background radiation
    g. Emittance and background compensation
    h. Applying parameters for accurate temperature
2. Measurement
    a. IR properties of materials
    b. Emissivity measurement: simple reference technique
    c. Basic temperature measurement
    d. Conduction / Conductivity / Resistance
    e. Convection
    f. Radiation
    g. Atmospheric and environmental considerations, including distance, humidity, air temperature and reflected apparent temperature
3. Use and operation of the camera
    a. Camera basics
    b. How to set up the camera and conduct measurements
4. Electrical systems – Case studies and practical IR inspection and measurement examples / applications
    a. On overhead lines

| Details of Learning Intervention Required |
|---|
| b. On MV/HV substation Switchgear<br>c. On HV Transformers<br>d. On couplings/connections in electrical installations<br>e. Other applications (Insulation voids / moisture ingress / building energy losses / level measurements in vessels, etc)<br>f. Common measurement problems and mistakes<br>5. Electrical systems – typical data analysis and reporting<br>6. Features and use of the FLIR Reporting software<br>7. Hands-on sessions (practical component)<br>a. Camera handling<br>b. Emissivity measurement with various methods<br>c. Measurement of temperature<br>d. Atmospheric correction<br>e. Transmission measurement<br>f. Camera calibration check |

| | | |
|---|---|---|
| **NQF Level** | N/A | |
| **Unit Standards No. & Title/s** | N/A | N/A |

| | | |
|---|---|---|
| **No. of Credits** | N/A | **Certificate Type: Competence** |
| **Language** | Courses are to be presented in English: but courses in Xhosa and Afrikaans may be requested | |

**ITEM 21**

| Details of the Provision of Lunch per delegate | |
|---|---|
| **Applicable City of Cape Town Policy** | Catering and Beverage Provision Policy as applicable at time of usage. |
| **Frequency of provision** | The provision of lunch to be per learner per day. |
| | |
| **Detail of provision of Lunch:** | |

1. The training intervention which begins in the morning does not terminate earlier than 13h00 on the said day.
2. A suitable beverage to be provided with the lunch would be a fruit juice and is included in the rate of the lunch. No alcoholic beverages may be served.
3. Meals provided must comply with the religious and dietary requirements of attendees and also support the Council's ecologically friendly approach to the environment.
4. The values of the menus should be automatically adjusted on 1 July of each year and shall be based on the CPIX as provided by the Finance Directorate at the time of usuage.
5. Project manager would confirm pricing of lunch item at the time of usage.
6. In order to ensure that the City of Cape Town receives value for money, menu's for the lunches are to be approved by Project Manager pre-commencement of training intervention.
7. The invoicing of the lunch provided is to be listed as a separate item on the invoice.
8. The provision of tea/coffee does not form part of this item and pricing but must be included in the delegate costing per course.

**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".**

**OHAS note: The tender specification must include a section that deals with occupational health and safety and which must specifically indicate any risks/dangers in respect of the goods or services to be procured, to enable tenderers to formulate an appropriate health and safety plan to submit upon request to do so.**

**The specification shall not contain any provisions which contradict or are already contained in the GCC and SCC.]**

## 22. TRADE NAMES OR PROPRIETARY PRODUCTS

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

## 23. EMPLOYMENT OF SECURITY PERSONNEL

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

## 24. FORMS FOR CONTRACT ADMINISTRATION

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

a) Monthly Project Labour Report (described below)

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

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

# C.6 SPECIAL CONDITIONS OF CONTRACT

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

**1. Definitions**

*Insert new clause 1.1A with the following:*

1.1A "Commencement Date" means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).

1.1B "Conditions of Contract" means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

*Delete Clause 1.15 and substitute with the following*

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

*Delete Clause 1.19 and substitute with the following*

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

*Delete Clause 1.21 and substitute with the following:*

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

*Add the following after Clause 1.25:*

1.26 'Supplier' means the provider of Goods and / or Services with whom the Contract is concluded also referred to as "contractor" in the GCC.

1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

1.28 "Working Day" means Monday to Friday excluding weekends and Public Holidays (in the Republic of Sotuh Africa).

**3. General Obligations**

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

3.2 The Parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.

3.3 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the Contract and shall carry individually the minimum levels of insurance stated in the Contract, if any.

3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all charges required by such authorities.

3.4.1 The Parties agree that this Contract shall also be subject to the CCT's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised as amended from time to time. If the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also be applicable to the Contract. Please refer to this document contained on the CCT's website.

3.4.2 Abuse of the supply chain management system is not permitted and may result in termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.

3.5 The Supplier shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and no later than the periods as set out in the Contract:

a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee,
b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11),
c) Initial delivery programme, and
d) Other requirements as detailed in the Contract.

3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services in accordance with the Contract, to the satisfaction, of the Purchaser.

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the Goods and/or Servces including any temporary services that may be required.

3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the Goods.

3.5.5 Be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions.

3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy.

3.5.7 Comply with all written instructions from the Purchaser subject to clause 18.

3.5.8 Complete and Deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21.

3.5.9 Make good at his own expense, all incomplete and defective Goods during the warranty period.

3.5.10 Pay to the Purchaser any penalty for delay as due on demand by the Purchaser. The Supplier hereby consents to such amounts being deducted from any payment due to the Supplier.

3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.

3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.

3.5.13 Deliver the Goods in accordance with the Contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The Purchaser shall:

3.6.1 Issue Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order

has been issued to the Supplier.

3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.

3.6.3 Take possession of the Goods and /or Services upon Delivery by the Supplier.

3.6.4 Regularly inspect the Goods to establish that it is being delivered in compliance with the Contract.

3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the Contract.

3.6.6 Grant or refuse any extension of time requested by the Supplier of the period stated in clause 10.

3.6.7 Inspect the Goods and/or Services to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.

3.6.8 Brief the Supplier and issue all documents, information, etc. in accordance with the contract.

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

*Add the following after clause 5.4:*

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

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

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

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

5.8 Intellectual Property

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

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

5.8.3 The Supplier shall, and warrants that it shall:

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

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

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

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

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

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

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

*Add the following after clause 5.8:*

5.9 **<u>Protection of Personal Information Act of 2013</u>**

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 exits therein);

5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and

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

5.10 **PERFORMANCE MONITORING**

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

**7. Performance Security**

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

**8. Inspections, tests and analyses**

*Delete Clause 8.2 and substitute with the following:*

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

**10. Delivery and documents**

*Delete clauses 10.1 and 10.2 and replace with the following:*

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

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

**11. Insurance**

*Add the following after clause 11.1:*

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

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

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

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

11.2.4 In the 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 NIL 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.

**17. Prices**

*Add the following after clause 17.1*

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

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

17.4 Prices are firm and not subject to adjustment

**18. Contract Amendments**

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

**18. Contract Amendments and Variations**

*Add the following to clause 18.1:*

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

**20. Subcontracts**

*Add the following after clause 20.1:*

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

20.3 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not relive the Supplier from any liability or obligation under the Contract.

**21. Delays in the supplier's performance**

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

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

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

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

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

**22. Penalties**

***Delete clause 22.1 and replace with the following:***

22.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods and/or Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, as a penalty, a sum as stated herein for each day of the delay until actual Delivery or performance.

The penalty for this contract shall be applied for the following items:

- The delay in the issuing of Certification/Results, Training Documentation and attendance registers. would be 5% of the course amount as per the agreed upon time frames with the Project Manager.
- The timeframes for documentation submission would be agreed upon on contract commencement

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:*

**<u>23. Termination</u>**

*Add the following to the end of clause 23.1:*

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

*Add the following after clause 23.7:*

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

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

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

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

23.8.4 Reputational risk or harm to the Purchaser

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

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

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

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

**26. Termination for insolvency**

*Delete clause 26.1 and replace with the following:*

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

26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or
26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.

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

**27. Settlement of Disputes**

*Amend clause 27.1 as follows:*

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

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

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

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

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

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

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

**28. Limitation of Liability**

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

(a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events,

or where no such amounts are stated, to an amount equal to twice the Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

*Add the following after clause 28.1:*

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

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

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

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

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

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

**31. Notices**

*Delete clauses 31.1 and 31.2 and replace with the following:*

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

**32. Taxes and Duties**

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

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

*Add the following after clause 32.3:*

32.4 The VAT registration number of the CCT is 4500193497.

**ADDITIONAL CONDITIONS OF CONTRACT**

*Add the following Clause after Clause 34:*

**35. Reporting Obligations**

35.1 The Supplier shall complete, sign and submit with each delivery note, all the documents as required in the

Specifications including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

# C.7 GENERAL CONDITIONS OF CONTRACT

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

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**1. Definitions**

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 'Day' means calendar day.

1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.

1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.

1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.

1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 'GCC' means the General Conditions of Contract.

1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and
which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.

1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.

1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 'Project site', where applicable, means the place indicated in bidding documents.

1.21 'Purchaser' means the organisation purchasing the goods.

1.22 'Republic' means the Republic of South Africa.

1.23 'SCC' means the Special Conditions of Contract.

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

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

**2. Application**

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

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

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

**3. General**

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

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

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

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

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

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

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

**6. Patent rights**

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

**7. Performance Security**

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

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

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

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

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

**8. Inspections, tests and analyses**

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

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

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

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

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

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental Services**

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

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

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

**14. Spare parts**

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

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

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

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

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

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

**16. Payment**

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

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

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

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

**17. Prices**

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

**18. Contract Amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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

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

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

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

**22. Penalties**

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

Broker Logo

*Letterhead of supplier's Insurance Broker*

*Date _____*

*CCT*
*City Manager*
*Civic Centre*
*12 Hertzog Boulevard*
*Cape Town*
*8000*

*Dear Sir*

***TENDER NO.:*** *2023/24*

***TENDER DESCRIPTION:***

*NAME OF SUPPLIER: _____*

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

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

*Yours faithfully*

*Signed: _____*

*For: _____ (Supplier's Insurance Broker)*

# Annexure B – Monthly Project Labour Report

**ANNEX 1**

## CITY OF CAPE TOWN
## MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

**Instructions for completing and submitting forms**

**General**

1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.

2 Incomplete / incorrect / illegible forms will not be accepted.

3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.

4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

**Project Details**

5 If a field is not applicable insert the letters: NA

6 Only the Project Number supplied by the Corporate EPWP Office must be inserted. The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.

7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

**Beneficiary Details and Work Information**

8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.

9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certied ID copy must accompany this labour report on submission.

10 Was the beneficiary sourced from the City's job seeker database?

11 The contract end date as stated in the beneficiary's employment contract.

12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.

13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month

14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

**Submission of Forms**

15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.

16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.

17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

### PROJECT DETAILS

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

| | | | |
|---|---|---|---|
| CONTRACT OR WORKS PROJECT NAME: (6) | | EPWP SUPPLIED PROJECT NUMBER: (6) | |
| DIRECTORATE: | | DEPARTMENT: | |
| CONTRACTOR OR VENDOR NAME: | | CONTRACTOR OR VENDOR E-MAIL ADDRESS: | |
| CONTRACTOR OR VENDOR CONTACT PERSON: | | CONTRACTOR OR VENDOR TEL. NUMBER: | CELL<br>WORK |

PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")

| JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | YEAR | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | | |

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

ANNEX 1 (continued)

# MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

## 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 | | | | | | | | | | | | |
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| 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**

**Approved Financial Institution as at 13 August 2025**

1.1 National Banks

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

1.2 International Banks (with branches in South Africa)

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

1.3 Insurance Companies

American International Group Inc (AIG)
Bryte Insurance Company Limited
Coface SA
Compass Insurance Company Limited
Credit Guarantee Insurance Corporation of Africa Limited
Guardrisk Insurance Company Limited
Hollard Insurance Company Limited
Infiniti Insurance Limited
Lombard Insurance Company Limited
Old Mutual Alternative Risk Transfer Insure Limited (OMART Insure)
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)
Regent Insurance Company Limited
Renasa Insurance Company Limited
Santam Limited

# Annexure D - Pro Forma Advance Payment Guarantee

Not Applicable

# Annexure F - Tender Returnable Documents

## Schedule F.1: Contract Price Adjustment

Not Applicable

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

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

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

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

   2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;

   2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

   Account Holder: _____
   Financial Institution: _____
   Branch Code: _____
   Account No.: _____

   2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.

   2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

| SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM | | |
|---|---|---|
| **NAME OF FIRM** | **ADDRESS** | **DULY AUTHORISED SIGNATORY** |
| Lead partner | | Signature……....<br>Name……<br>Designation……... |
| | | Signature……....<br>Name……<br>Designation……... |
| | | Signature……....<br>Name……<br>Designation……... |
| | | Signature……....<br>Name……<br>Designation……... |

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

# Schedule F.3: Declaration for Procurement above R10 million

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

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

| | | | |
|---|---|---|---|
| YES | | NO | |

If YES, submit audited annual financial statements:
(i) For the past three years, or
(ii) Since the date of establishment of the tenderer (if established during the past three years)
By attaching such audited financial statements to **List of Other Documents Attached by Tenderer Schedule.**

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

| | | | |
|---|---|---|---|
| YES | | NO | |

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

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

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

| | | | |
|---|---|---|---|
| YES | | NO | |

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

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

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

| | | | |
|---|---|---|---|
| YES | | NO | |

If YES, furnish particulars below

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

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

_____ _____

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

Date

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

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and
(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

| | POINTS |
|---|---|
| **PRICE** | 80 |
| **SPECIFIC GOALS** | 20 |
| **Total points for Price and SPECIFIC GOALS** | **100** |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**2. DEFINITIONS**

The following definitions shall apply to this schedule:

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE
THE 80/20 PREFERENCE POINT SYSTEM
A maximum of 80 points is allocated for price on the following basis:

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

Where

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

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

Not applicable

## 5. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

**Table 1: Specific Goals (SG) – Points Allocated and Claimed**
Tenderers must indicate the preference points claimed for each specific goal applicable to them, for the purposes of this tender.

| 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 (80/20 system) | Number of points claimed (80/20 system) |
| Promotion of Micro and Small Enterprises | 8 | |
| Enterprise Supplier Development and Socio-Economic Development | 6 | |
| Skills Development OR Employee Share Scheme | 6 | |

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm…….

5.4 Company registration number: ……...

5.5 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the Supplier may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

| | | | |
|---|---|---|---|
| | | | |
| *Signature of Tenderer* | *Date* | *Name and Surname* | *Address* |

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

**Table 2: Specific Goals – Declaration by the Tenderer**

Tenderers must complete this table to declare the amounts and percentages applicable to the specific goals they are claiming.
NB: In completing Table 2 below, please consult **Notes for Verification** below

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

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

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

**Notes for Verification:**

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

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

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

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

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

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

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

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

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

**Table 3:**

| | | | |
|---|---|---|---|
| | | | |
| **Signature and Stamp** | **Date** | **Name and Surname** | **Address** |

***Note 1***

1.1 Tendering entity that undergoes B-BBEE verification

- Where a tendering entity undergoes B-BBEE verification, a B-BBEE certificate valid as at the date of tender closing, must be attached to the bid submission or must be made available upon request within the specified period.
- All amounts disclosed in Table 2, should be amounts used in the B-BBEE verification process undergone by the tendering entity
- The B-BBEE verification agency must complete Table 3 above, to confirm the following amounts disclosed by the bidder in Table 2:

  (ii) Total Enterprise Supplier Development Expenditure;
  (iii) Total Socio-Economic Development Expenditure;
  (v) Total Skills Development Expenditure

- Where the tendering entity is a Joint Venture/ Consortium, the amounts in Table 2 must be consolidated, with an accompanying consolidated B-BBEE certificate valid as at the date of tender closing must be attached to the bid submission or must be made available upon request within the specified period.

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

- Table 3 must be completed by a Commissioner of Oaths to confirm the following amounts disclosed by the bidder in Table 2:

  (ii) Total Enterprise Supplier Development Expenditure;
  (iii) Total Socio-Economic Development Expenditure;
  (v) Total Skills Development Expenditure

***Note 2***

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

(i) Total Turnover
(iv) Total Expenditure

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

***Note 3***

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

I, the undersigned,

| | |
|---|---|
| **Full Name and Surname**<br>*(Authorised to represent the tenderer)* | |
| **Identity Number** | |

Hereby declare under oath as follows

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

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

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

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

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

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

| As per Table 2 | Amount Declared (excluding VAT) |
|---|---|
| (ii) Total Enterprise Supplier Development Expenditure | |
| (iii) Total Socio Economic Development Expenditure | |
| (iv) Total Expenditure | |
| (v) Total Skills Development Expenditure | |
| (vi) Employee Share Scheme Ownership % | |

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

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

Commissioner of Oaths
Signature, Date and Stamp

Deponent Signature and Date

3.6 KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS

| | |
|---|---|
| **BBBEE Certificates/ Sworn Affidavits** | Returnable for declaration requirement must be attached with the bid submission or must be made available upon request within the specified period<br>- Certified and Valid copy of BBBEE Certificate issued by a SANAS Accredited Verification Agent, or<br>- Certified and Valid copy of Sworn Affidavit for either EME or QSE (see key notes below to determine Validity of a Sworn Affidavit); or<br>- Valid copy of BBBEE Certificate issued by CIPC for EME's only<br><br>**KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS**<br><br>**Tenderers submitting Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:**<br>(a) Name/s of deponent as they appear in the identity document and the identity number.<br>(b) Designation of the deponent as the Director/ Member must be indicated in order to know that person is duly authorised to depose of an affidavit **(mark the applicable option).**<br>(c) Name of enterprise as per enterprise registration documents issued by CIPC, where applicable, and enterprise business address.<br>(d) Amounts as per Table 2 must be inserted **(No blank spaces to be left).**<br>(e) Indicate total revenue for the year under review and whether it is based on audited |

| | |
|---|---|
| | financial statements or management accounts **(mark the applicable option).**<br>(f) Financial year end as per the enterprise's registration documents, which was used to determine the total revenue (financial year end to be stipulated by day/ month/ year).<br>(g) Date deponent signed and date of Commissioner of Oath must be the same.<br>(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign ad stamp).<br>(h) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.<br><br>If the relevant documentation/ information as stipulated in the enquiry is not submitted and/or does not meet the above requirements; tenderers will be disqualified. |

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

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

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

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

   3.1 Full Name of tenderer or his or her representative: _____

   3.2 Identity Number: _____

   3.3 Position occupied in the Company (director, trustee, shareholder[2]): _____

   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 <u>paragraph 4</u> 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)

***[1]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 0f 2003, and attach it to this schedule.**

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

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

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

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

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

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

_____ _____

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

Date

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

To: THE CITY MANAGER, City of Cape Town

From: _____
(Name of tenderer)

**RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CCT**

The tenderer:

a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

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

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

| Name of Director / Member / Partner | Identity Number | Physical residential address of Director / Member / Partner | Municipal Account number(s) | Inside the CCT municipal boundary (Yes/No) |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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

_____ _____

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

Date

# Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **102S/2026/27** and tender description: PROVISION OF TEACHING PRACTICES, FIELD SERVICES, SAFETY AND FOUNDATIONAL LEARNING TRAINING IN AN ELECTRICAL ENVIRONMENT 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 consortium[1] will not be construed as collusive price quoting.

7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation);
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit a tender;
   (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
   (f) tendering with the intention not to win the contract.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.

9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/o/r may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

_____ _____

Signature
Print name: Date
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 |
|---|---|---|
| | | |
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List relevant documentation attached in Schedule F.10 below.

_____ _____

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

Date

# Schedule F.11: List of Other Documents Attached By Tenderer

| The tenderer has attached to this schedule, the following additional documentation: | | |
|---|---|---|
| | **Date of Document** | **Title of Document or Description (refer to clauses / schedules of this tender document where applicable)** |
| **1.** | | |
| **2.** | | |
| **3.** | | |
| **4.** | | |
| **5.** | | |
| **6.** | | |
| **7.** | | |
| **8.** | | |
| **9.** | | |
| **10.** | | |
| **11.** | | |
| **12.** | | |
| **13.** | | |
| **14.** | | |
| **15.** | | |
| **16.** | | |
| **17.** | | |

Attach additional pages if more space is required.

_____ _____

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

_____
Date

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

The schedules 13A, 13B and 13C is to be completed for each item tendered for in the pricing schedule even if it is considered to be duplication as each item would be evaluated individually based on the supporting documentation submitted.

The following information shall be provided with the Tender:

- The CV/s of the trainers/facilitators who will conduct the training. No alternate facilitator may be used unless agreed to by the Project Manager prior to the commencement of the training. (See Schedule 13B)
- A company profile (See Schedule 13A)
- Tenderers shall submit a comprehensive company profile as part of their tender submission. The company profile must provide sufficient information regarding the organisation's experience, capacity, expertise, and track record in delivering skills development and training relevant to the items being tendered for.
- Tenderers must submit copies of all relevant certificates, registrations, accreditations, and approvals demonstrating their status and eligibility as a recognised skills development provider.
- Tenderers are further required to provide at least three (3) contactable references for similar training interventions undertaken within the past five (5) years. The references must include:
  - Name of the client organisation;
  - Description of the training intervention provided;
  - Contract value (where applicable);
  - Duration of the project or contract;
  - Name and designation of the contact person;
  - Contact telephone number and email address.
- A course outline of the training intervention reflecting topics and tasks.
- The specific page number reflecting the tropic must be reflected in the section “required course outcomes” and must be completed (See Schedule 13C). Providers must not reference all the page numbers in the learning guide against a specific outcome.

Providers wishing to tender on this intervention (as per the subject line) must provide proof of programme approval from the relevant SETA.

The City of Cape Town reserves the right to verify any information, references, certifications, registrations, and accreditations submitted. Failure to provide the required company profile, supporting certifications and accreditations, and contactable references may result in the tender being deemed non-responsive and may lead to disqualification from further evaluation.

# Schedule 13A: Company Accreditation (Information to be provided with the tender)

| Schedule 13A – Table 1: Company Accreditation (Information to be provided with the tender) | | | | |
|---|---|---|---|---|
| **No.** | **Description of Item Tendered** | **Name of Authorised body** | **Accreditation Number** | **Expiry date** |
| 1 | Safety at Roadworks | | | |
| 2 | Excavation and Shoring | | | |
| 3 | Health and Safety for Supervisory Staff | | | |
| 4 | Foundational Learning Programme | | | |
| 5 | Health and Safety Awareness | | | |
| 6 | Supervision Training | | | |
| 7 & 8 | Working at Heights for High Voltage. (Refresher & Novice) | | | |
| 9 & 10 | Working at Heights for Distribution. (Refresher & Novice) | | | |
| 11 & 12 | Working at Heights for Generation and Support Services. (Refresher & Novice) | | | |
| 13 | Fall Arrest Systems | | | |
| 14 | Provision of SF6 Gas Handling and Safety Training | | | |
| 15 & 16 | Safe Use and Handling of Herbicides and Pesticides | | | |
| 17 | Basic Principles of Protection for Medium Voltage Training | | | |
| 18 | High Voltage Cable Fault Location Training | | | |
| 19 | Cable Identification and Spiking | | | |
| 20 | Thermographic Training | | | |

Tenderers are required to complete the table below in full, providing details of relevant company experience. Where the space provided in the table is insufficient, tenderers may copy the table and insert additional rows or pages as necessary. All additional information submitted must follow the same format as the original table and be clearly referenced.

| Schedule 13A – Table 2: Company Experience (Information to be provided with the tender) | | | | | |
|---|---|---|---|---|---|
| **No.** | **Description of Contract / Training Intervention** | **Company Name** | **Contract Period** | **Value of Contract** | **Contact Person Details (Name and Contact number)** |
| 1 | Safety at Roadworks | | | | |
| 2 | Excavation and Shoring | | | | |
| 3 | Health and Safety for Supervisory Staff | | | | |
| 4 | Foundational Learning Programme | | | | |
| 5 | Health and Safety Awareness | | | | |
| 6 | Supervision Training | | | | |
| 7 & 8 | Working at Heights for High Voltage. (Refresher & Novice) | | | | |
| 9 & 10 | Working at Heights for Distribution. (Refresher & Novice) | | | | |
| 11 & 12 | Working at Heights for Generation and Support Services. (Refresher & Novice) | | | | |
| 13 | Fall Arrest Systems | | | | |
| 14 | Provision of SF6 Gas Handling and Safety Training | | | | |
| 15 & 16 | Safe Use and Handling of Herbicides and Pesticides | | | | |
| 17 | Basic Principles of Protection for Medium Voltage Training | | | | |
| 18 | High Voltage Cable Fault Location Training | | | | |
| 19 | Cable Identification and Spiking | | | | |
| 20 | Thermographic Training | | | | |

## Schedule 13B: Staff Accreditation (Information to be provided with the tender)

| No. | Description of Item Tendered | Name, Surname and Role, e.g. Facilitator/Assessor/Moderator | Relevant qualifications / accreditation | Career History | |
|---|---|---|---|---|---|
| | | | | Years of work experience relevant to the intervention | Years of Facilitator /Assessor experience relevant to the intervention |
| 1 | Safety at Roadworks | | | | |
| 2 | Excavation and Shoring | | | | |
| 3 | Health and Safety for Supervisory Staff | | | | |
| 4 | Foundational Learning Programme | | | | |
| 5 | Health and Safety Awareness | | | | |
| 6 | Supervision Training | | | | |
| 7 & 8 | Working at Heights for High Voltage. (Refresher & Novice) | | | | |
| 9 & 10 | Working at Heights for Distribution. (Refresher & Novice) | | | | |
| 11 & 12 | Working at Heights for Generation and Support Services. (Refresher & Novice) | | | | |

| | | | | | |
|---|---|---|---|---|---|
| 13 | Fall Arrest Systems | | | | |
| 14 | Provision of SF6 Gas Handling and Safety Training | | | | |
| 15 & 16 | Safe Use and Handling of Herbicides and Pesticides | | | | |
| 17 | Basic Principles of Protection for Medium Voltage Training | | | | |
| 18 | High Voltage Cable Fault Location Training | | | | |
| 19 | Cable Identification and Spiking | | | | |
| 20 | Thermographic Training | | | | |

# Schedule 13 C: Interpretation of Brief (Item 1 – Safety at Roadworks)

Sufficient theoretical and practical tasks to address the intervention outcomes

Note: The specific page numbers as indicated by the providers will be used to assist with this scoring. See additional notes to tenderers (iv).

| **Identification of topics in the course material** | | |
|---|---|---|
| The provider is required to associate the topics in the course outcomes to the training material and indicate on which page it appears for evaluation: | | |
| | **Outcome** | **Indicate the specific page number/s in the Learning Material where the outcome/topic is covered.** |
| 1 | Planning safety at roadwork's | |
| 2 | Safe positioning of vehicle in relation to work area/site | |
| 3 | Safe transport of equipment and workforce | |
| 4 | Safe Loading and unloading of equipment, material and workforce with regards to the work area or site | |
| 5 | Safe setting up and the correct sequence and procedures for temporary signs | |
| 6 | Safe setting up of road work demarcators (cones) and procedures | |
| 7 | Overall evaluation to ascertain the correct setting up sequences and procedures were followed (setting up, is it correct) | |

**Points will be allocated only in respect of the outcomes identified in the learning material received**

# Schedule 13 C: Interpretation of Brief (Item 2 - Excavation and Shoring)

Sufficient theoretical and practical tasks to address the intervention outcomes

Note: The specific page numbers as indicated by the providers will be used to assist with this scoring. See additional notes to tenderers (iv).

| **Identification of topics in the course material** | | |
|---|---|---|
| The provider is required to associate the topics in the course outcomes to the training material and indicate on which page it appears for evaluation: | | |
| | **Outcome** | **Indicate the specific page number/s in the Learning Material where the outcome/topic is covered.** |
| 1 | In addition to unit standard 254061, the following outcomes or content must be addressed | |
| 2 | Knowledge of Relevant legislation and by-laws<br>a. The Occupational Health and Safety Act 1993<br>b. Construction Regulations Section 11<br>c. Permits and wayleaves | |
| 3 | Methods of Excavation | |
| 4 | Methods of Shoring | |
| 5 | The Cable Trench and Joint Hole Dimensions; | |
| 6 | Trench Excavations | |
| 7 | Cable Bedding | |

**Points will be allocated only in respect of the outcomes identified in the learning material received**

# Schedule 13 C: Interpretation of Brief (Item 3 – Health and Safety for Supervisory Staff)

Sufficient theoretical and practical tasks to address the intervention outcomes

Note: The specific page numbers as indicated by the providers will be used to assist with this scoring. See additional notes to tenderers (iv).

| **Identification of topics in the course material** | | |
|---|---|---|
| The provider is required to associate the topics in the course outcomes to the training material and indicate on which page it appears for evaluation: | | |
| | **Outcome** | **Indicate the specific page number/s in the Learning Material where the outcome/topic is covered.** |
| A | **By the end of the course the learner is required to:** | |
| 1 | Be able to do an inspection. | |
| 2 | Perform Accident/Incident Investigation. | |
| 3 | Identify Risks. | |
| 4 | Understand their role in SHE programme. | |
| 5 | Know their duties, responsibilities i.t.o the OHS ACT | |
| 6 | Conduct safety and health and environmental inspections and action such reports | |
| 7 | Conduct a HIRA and write a report | |
| 8 | Implement a SHE programme. | |
| 9 | Discuss and make aware of OHSAS 18001:2007, Emergency Management Plans and City of Cape Town policy and procedures. | |
| **B** | **Discuss the following topics** | |
| 1 | Introduction and overview to Legislation, the OHS Act 85 0f 1993, COIDA, City Ordinances (EMP, ect.), Electricity Policy ,OHSAS 18001:2007 | |
| 2 | Legislation regarding OHS Act compliance<br>• Various sections of the act<br>• OHS Act and pertinent regulations<br>• Documentation regarding Health & Safety OHS<br>• Committee structures and implementation | |
| 3 | The requirements and functions of a SHE Rep<br>• Regular workplace inspections | |
| 4 | Methods of compliance (Tools) for carrying out SHE Rep Functions<br>• Attending meetings<br>• Investigate incidents<br>• Checklists /registers<br>• Incident report forms | |

| | | |
|---|---|---|
| 5 | Investigating incidents<br>• To try and ensure that the incident does not occur again<br>• Making the workplace safer<br>• Legislation requires it | |
| 6 | Incident & Accident Investigation Legal Requirements<br>• Section 31, 32 & 33<br>• Recording of incidents<br>• C.O.I.D. Act 130 of 1993 | |
| 7 | A systematic approach to I&A<br>• All work locations to eliminate or control hazards<br>• Operation methods and practice<br>• Training of employees and supervisors | |
| 8 | Why a Risk Assessments<br>• Legal requirements, Planning of inspections, Hazard Identification, Prioritizing risks & Corrective action.<br>• Attending meetings<br>• Investigate incidents<br>• Checklists /registers<br>• Incident report forms | |
| 9 | Training of employees | |
| 10 | All work locations to eliminate or control hazards | |
| 11 | Legal requirements, Planning of inspections, Hazard Identification, Prioritizing risks & Corrective action | |

**Points will be allocated only in respect of the outcomes identified in the learning material received**

# Schedule 13 C: Interpretation of Brief (Item 4 – Foundational Learning Programme)

Sufficient theoretical and practical tasks to address the intervention outcomes

Note: The specific page numbers as indicated by the providers will be used to assist with this scoring. See additional notes to tenderers (iv).

| **Identification of topics in the course material** | | |
|---|---|---|
| The provider is required to associate the topics in the course outcomes to the training material and indicate on which page it appears for evaluation: | | |
| | **Outcome** | **Indicate the specific page number/s in the Learning Material where the outcome/topic is covered.** |
| **1** | **Foundational Communication:** | |
| a | Read and understand a range of text types, extract and use information, and make critical judgments. | |
| b | Write a variety of texts to record information and ideas. | |
| c | Interact orally with others with a reasonable degree of confidence for a number of purposes. | |
| d | Read and produce visual texts. | |
| e | Use knowledge of grammar to understand and communicate effectively through reading, writing, speaking and listening. | |
| f | Use the language of learning and teaching effectively for occupational learning and training. | |
| **2** | **Foundational Mathematical Literacy:** | |
| a | Use numbers in a variety of forms to describe and make sense of situations, and to solve problems in a range of familiar and unfamiliar contexts. | |
| b | Manage personal finances using financial documents and related formulae. | |
| c | Collect, display and interpret data in various ways and solve related problems. | |
| d | Make measurements using appropriate measuring tools and techniques to solve problems in various measurement contexts. | |
| e | Describe and represent objects and the environment in terms of spatial properties and relationships. | |
| f | Interpret and solve problems involving mathematical patterns, relationships and functions. | |
| | | |

**Points will be allocated only in respect of the outcomes identified in the learning material received**

# Schedule 13 C: Interpretation of Brief (Item 5 – Health and Safety Awareness)

Sufficient theoretical and practical tasks to address the intervention outcomes

Note: The specific page numbers as indicated by the providers will be used to assist with this scoring. See additional notes to tenderers (iv).

| **Identification of topics in the course material** | | |
|---|---|---|
| The provider is required to associate the topics in the course outcomes to the training material and indicate on which page it appears for evaluation: | | |
| | **Outcome** | **Indicate the specific page number/s in the Learning Material where the outcome/topic is covered.** |
| 1 | Describing the legislative framework with regards to health, safety and environment. | |
| 2 | Explaining the duties of employers and employees. | |
| 3 | Understand their duties in terms of the OHSA | |
| 4 | Be able to identify risks with regards to healt , safety and the environment | |
| 5 | Know how to prevent risks | |
| 6 | Understand the duties of the HASREP in the workplace. | |

**Points will be allocated only in respect of the outcomes identified in the learning material received**

# Schedule 13 C: Interpretation of Brief (Item 6 – Supervision Training)

Sufficient theoretical and practical tasks to address the intervention outcomes

Note: The specific page numbers as indicated by the providers will be used to assist with this scoring. See additional notes to tenderers (iv).

| **Identification of topics in the course material** | | |
|---|---|---|
| The provider is required to associate the topics in the course outcomes to the training material and indicate on which page it appears for evaluation: | | |
| | **Outcome** | **Indicate the specific page number/s in the Learning Material where the outcome/topic is covered.** |
| 1 | Introduction to supervision | |
| 2 | Problem solving | |
| 3 | Planning | |
| 4 | Time management | |
| 5 | Organising | |
| 6 | Instruction and delegating | |
| 7 | Controls and performance feedback | |
| 8 | Leading | |
| 9 | Motivation | |
| 10 | Interpersonal Skills | |
| 11 | Communication and listening | |
| 12 | Conflict management | |
| 13 | Assertiveness | |
| 14 | Meetings | |
| 15 | Teamwork | |
| 16 | Managing change | |

**Points will be allocated only in respect of the outcomes identified in the learning material received**

# Schedule 13 C: Interpretation of Brief (Items 7 & 8 – Working at Heights for High Voltage)

Sufficient theoretical and practical tasks to address the intervention outcomes

Note: The specific page numbers as indicated by the providers will be used to assist with this scoring. See additional notes to tenderers (iv).

| **Identification of topics in the course material** | | |
|---|---|---|
| The provider is required to associate the topics in the course outcomes to the training material and indicate on which page it appears for evaluation: | | |
| | **Outcome** | **Indicate the specific page number/s in the Learning Material where the outcome/topic is covered.** |
| 1 | Safety | |
| 2 | Electrical Field Work | |
| 3 | Remote Access Rescue | |
| 4 | Self-rescue | |
| 5 | FAS Rescue | |
| 6 | Casualty Management | |

**Points will be allocated only in respect of the outcomes identified in the learning material received**

# Schedule 13 C: Interpretation of Brief (Items 9 & 10 – Working at Heights for Distribution)

Sufficient theoretical and practical tasks to address the intervention outcomes

Note: The specific page numbers as indicated by the providers will be used to assist with this scoring. See additional notes to tenderers (iv).

| **Identification of topics in the course material** | | |
|---|---|---|
| The provider is required to associate the topics in the course outcomes to the training material and indicate on which page it appears for evaluation: | | |
| | **Outcome** | **Indicate the specific page number/s in the Learning Material where the outcome/topic is covered.** |
| 1 | Safety | |
| 2 | Electrical Field Work | |
| 3 | Remote Access Rescue | |
| 4 | Self-rescue | |
| 5 | FAS Rescue | |
| 6 | Casualty Management | |

**Points will be allocated only in respect of the outcomes identified in the learning material received**

# Schedule 13 C: Interpretation of Brief (Items 11 & 12 – Working at Heights for Generation and Support Services)

Sufficient theoretical and practical tasks to address the intervention outcomes

Note: The specific page numbers as indicated by the providers will be used to assist with this scoring. See additional notes to tenderers (iv).

| **Identification of topics in the course material** | | |
|---|---|---|
| The provider is required to associate the topics in the course outcomes to the training material and indicate on which page it appears for evaluation: | | |
| | **Outcome** | **Indicate the specific page number/s in the Learning Material where the outcome/topic is covered.** |
| 1 | Safety | |
| 2 | Working on Roof tops | |
| 3 | Electrical Field Work | |
| 4 | Confined spaces | |
| 5 | Remote Access Rescue | |
| 6 | Self-rescue | |
| 7 | FAS Rescue | |
| 8 | Casualty Management | |

**Points will be allocated only in respect of the outcomes identified in the learning material received**

# Schedule 13 C: Interpretation of Brief (Items 13 – Fall Arrest Systems)

Sufficient theoretical and practical tasks to address the intervention outcomes

Note: The specific page numbers as indicated by the providers will be used to assist with this scoring. See additional notes to tenderers (iv).

| **Identification of topics in the course material** | | |
|---|---|---|
| The provider is required to associate the topics in the course outcomes to the training material and indicate on which page it appears for evaluation: | | |
| | **Outcome** | **Indicate the specific page number/s in the Learning Material where the outcome/topic is covered.** |
| 1 | Legislative requirements | |
| 2 | Definitions | |
| 3 | Care and inspection of equipment | |
| 4 | Identification of equipment | |
| 5 | Inspection of equipment | |
| 6 | Use of equipment | |
| 7 | Climbing with the fall arrester system | |
| 8 | Working on a ladder | |
| 9 | Working in a substation | |
| 10 | Risk factors for suspension trauma induced shock syndrome | |

**Points will be allocated only in respect of the outcomes identified in the learning material received**

# Schedule 13 C: Information to be provided with the tender (Item 14 – Provision of SF6 Gas Handling and Safety Training)

Sufficient theoretical and practical tasks to address the intervention outcomes

Note: The specific page numbers as indicated by the providers will be used to assist with this scoring. See additional notes to tenderers (iv).

| **Identification of topics in the course material** | | |
|---|---|---|
| The provider is required to associate the topics in the course outcomes to the training material and indicate on which page it appears for evaluation: | | |
| | **Outcome** | **Indicate the specific page number/s in the Learning Material where the outcome/topic is covered.** |
| 1 | SF6 Properties, usage and reaction | |
| 2 | SF6 Contribution to global warming | |
| 3 | International standards / regulations | |
| 4 | Technical breakdown of different SF6 test equipment | |
| 5 | Safe gas handling procedures according to international standards | |
| 6 | Operator protection handling decomposition products | |
| 7 | Operational breakdown on the equipment. | |
| 8 | Practical training and assessment | |

**Points will be allocated only in respect of the outcomes identified in the learning material received**

# Schedule 13 C: Interpretation of Brief (Items 15 & 16 – Safe, Use and Handling of Herbicides and Pestacides)

Sufficient theoretical and practical tasks to address the intervention outcomes

Note: The specific page numbers as indicated by the providers will be used to assist with this scoring. See additional notes to tenderers (iv).

| **Identification of topics in the course material** | | |
|---|---|---|
| The provider is required to associate the topics in the course outcomes to the training material and indicate on which page it appears for evaluation: | | |
| | **Outcome** | **Indicate the specific page number/s in the Learning Material where the outcome/topic is covered.** |
| 1 | Explain the reasons for controlling weeds | |
| 2 | Identify and classify weeds | |
| 3 | Decide on what methods of weed control to use | |
| 4 | Demonstrate use of chemicals to control weeds (Include storage of herbicides). | |
| 5 | Explain what factors have an effect on the performance of chemical weed control | |
| 6 | Apply health and safety practices when conducting pest control (including storage of pesticides. | |
| 7 | Describe the correct use and maintenance of pest control applicators and equipment. | |
| 8 | Demonstrate an understanding of the specific chemical control groups and their modes of combating pests | |
| 9 | Identify and explain the hazards that chemical substances post to the environment. | |
| | | |

**Points will be allocated only in respect of the outcomes identified in the learning material received**

# Schedule 13 C: Interpretation of Brief - Item 17 - Basic Principles of Protection for Medium Voltage Training

Sufficient theoretical and practical tasks to address the intervention outcomes.

Note: The specific page numbers as indicated by the providers will be used to assist with functionality scoring. See schedule (13) Specification(s) clause 2 (iv).

| Identification of topics in the course material | | |
|---|---|---|
| The provider is required to associate the topics in the course outcomes to the training material and indicate on which page it appears for evaluation: | | |
| | **Outcome** | **Indicate the specific page number/s in the Learning Material where the outcome/topic is covered.** |
| 1 | **Need for Protection**<br>1. Need and role for protective apparatus<br>2. Basic requirements of protection<br>3. The components of a protection system | |
| 2 | **Fault Types and Effects (balanced and Unbalanced)**<br>1. The development of simple distribution systems<br>2. Faults – types and their effects | |
| 3 | **Simple Calculation of Short Circuit Currents (Balanced and Unbalanced)**<br>1. Revision of basic formulae<br>2. Calculation of short circuit MVA<br>3. Useful formulae<br>4. Cable information | |
| 4 | **System Earthing**<br>1. Earthing devices<br>2. Effect of electric shock on human beings | |
| 5 | **Fuses**<br>1. Historical<br>2. Re-wireable type<br>3. Cartridge type<br>4. Operating characteristics<br>5. British standard 88:1952<br>6. Energy “let through”<br>7. Application of selection of fuses<br>8. General “rules of thumb”<br>9. Special types<br>10. General | |
| 6 | **Instrument Transformers**<br>1. Purpose<br>2. Current transformer<br>3. Voltage transformers<br>4. Application of current transformers<br>5. Introducing relays<br>6. Inverse definite minimum time lag (IDMTL) relay | |
| 7 | **Circuit Breakers**<br>1. Protective relay – circuit breaker combination<br>2. Purpose of circuit breakers (switchgear)<br>3. Behaviour under fault conditions<br>4. Arc<br>5. Types of circuit breakers | |
| 8 | **Tripping Batteries**<br>1. Tripping batteries<br>2. Chargers<br>3. Maintenance guide<br>4. Trip circuit supervision<br>5. Reasons why breakers and contactors fail to trip<br>6. Capacity storage trip units | |

| | | |
|---|---|---|
| 9 | **Relays**<br>1. Principal of the construction and operation of the IDMTL relays<br>2. Factors influencing choice of plug setting<br>3. The new era in protection-microprocessor vs electronic vs traditional<br>4. Type testing of static relays<br>5. The future of protection for distribution systems | |
| 10 | **Coordination's by Time Grading**<br>1. Protection design parameters on medium and low voltage networks<br>2. Sensitive Earth Fault Protection | |
| 11 | **Low Voltage Networks**<br>1. Introduction<br>2. Air circuit breakers<br>3. Moulded case circuit breakers<br>4. Application and selective co-ordinations<br>5. Earth leakage protection | |
| 12 | **Principles of Unit Protection**<br>1. Protective relay systems<br>2. Main or unit protection<br>3. Back-up protection<br>4. Methods of obtaining selectivity<br>5. Differential protection<br>6. Transformer differential protection<br>7. Switchgear differential protection<br>8. Busbar Protection<br>9. Feeder pilot-wire protection<br>10. Time taken to clear faults | |
| 13 | **Feeder Protection Cable Feeders and Overhead Lines**<br>1. Introduction<br>2. Translay<br>3. Distance protection | |
| 14 | **Industrial Power Systems Management and Quality of Supply** | |
| 15 | **Auto Reclose Systems** | |

**Points will be allocated only in respect of the outcomes identified in the learning material received**

## Schedule 13 C: Interpretation of Brief - Item 18 - High Voltage Cable Fault Location Training

Sufficient theoretical and practical tasks to address the intervention outcomes.

Note: The specific page numbers as indicated by the providers will be used to assist with functionality scoring.

| Identification of topics in the course material | | |
|---|---|---|
| **The provider is required to associate the topics in the course outcomes to the training material and indicate on which page it appears for evaluation:** | | |
| | **Outcome** | **Indicate the specific page number/s in the Learning Material where the outcome/topic is covered.** |
| 1 | Explain the requirements pertaining to testing and fault location on high voltage cables. | |
| 2 | Preparation to test. | |
| 3 | Understand the principles, techniques and methods to identify cables | |
| 4 | Understand the principles, techniques and methods to locate cables | |
| 5 | Test and locate faults | |
| 6 | Effectively and safely use the following instruments:<br>• TDR<br>• A High Resistance Bridge tester<br>• Insulation Resistance Tester | |
| 7 | Perform reporting and housekeeping practices. | |

**Points will be allocated only in respect of the outcomes identified in the learning material received**

## Schedule 13 C: Interpretation of Brief (Item 19 - Cable Identification and Spiking)

Sufficient theoretical and practical tasks to address the intervention outcomes.

Note: The specific page numbers as indicated by the providers will be used to assist with functionality scoring.

| Identification of topics in the course material | | |
|---|---|---|
| The provider is required to associate the topics in the course outcomes to the training material and indicate on which page it appears for evaluation: | | |
| | **Outcome** | **Indicate the specific page number/s in the Learning Material where the outcome/topic is covered.** |
| 1 | Introduction to Cable Identification | |
| 2 | Positively identify specific cables (single and multi-core cables) on which work needs to be performed. | |
| 3 | Equipment - The Cable Identifier and its accessories | |
| 4 | Safe Operation, connection and minor maintenance of the Cable Identifier. | |
| 5 | Safety risks associated with Cable Identification | |
| 6 | Prepare for and to correctly spike identified cables. | |
| 7 | The Spiking Gun and its Accessories | |
| 8 | Safety risks and the necessary precaution | |
| 9 | Preparation and use of the spiking gun | |
| 10 | Inspection after Spiking of cables | |
| 11 | Maintenance of the Spiking Gun | |
| 12 | Procedures to be followed in case of a spiking gun misfire. | |

# Schedule 13 C: Interpretation of Brief – Item 20 - Thermographic Training

Sufficient theoretical and practical tasks to address the intervention outcomes.
Note: The specific page numbers as indicated by the providers will be used to assist with functionality scoring.

| Identification of topics in the course material | | |
|---|---|---|
| The provider is required to associate the topics in the course outcomes to the training material and indicate on which page it appears for evaluation: | | |
| | **Outcome** | **Indicate the specific page number/s in the Learning Material where the outcome/topic is covered.** |
| 1 | Introduction to thermography and IR theory | |
| 2 | The nature of thermal radiation | |
| 3 | Related physical laws | |
| 4 | Emittance and absorption | |
| 5 | Reflectance / Transmittance / Absorption | |
| 6 | Black/Grey bodies / Selective Radiators | |
| 7 | Background radiation | |
| 8 | Emittance and background compensation | |
| 9 | Applying parameters for accurate temperature measurement | |
| 10 | IR properties of materials | |
| 11 | Emissivity measurement: simple reference technique | |
| 12 | Basic temperature measurement | |
| 13 | Conduction / Conductivity / Resistance | |
| 14 | Convection | |
| 15 | Radiation | |
| 16 | Atmospheric and environmental considerations, including distance, humidity, air temperature and reflected apparent temperature | |
| 17 | Use and operation of the FLIR T365 camera | |
| 18 | How to set up the camera and conduct measurements | |
| 19 | Electrical systems – Case studies and practical IR inspection and measurement examples / applications<br>• On overhead lines<br>• On MV/HV substation Switchgear<br>• On HV Transformers<br>• On couplings/connections in electrical installations<br>• Other applications (Insulation voids / moisture ingress / building energy losses / level measurements in vessels, etc) | |
| 20 | Common measurement problems and mistakes | |
| 21 | Electrical systems – typical data analysis and reporting | |
| 22 | Features and use of the FLIR Reporting software | |

**SIGNED ON BEHALF OF TENDERER**: . . . . . .

_____ _____
Signature Date

_____
Print name:
On behalf of the tenderer (duly authorised

# Schedule F.14: Appeal Application

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

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SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES; APPEALS UNIT

EMAIL; MSA.Appeals@capetown.gov.za