

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
		SUPPLY CHAIN MANAGEMENT	
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 1 of 201

TENDER NO: 122S/2022/23

TENDER DESCRIPTION: TERM TENDER FOR THE AD-HOC CRUSHING, SCREENING AND STOCKPILE MANAGEMENT OF RECLAIMED ASPHALT (RA) AND GRANULAR MATERIAL IN THE CITY OF CAPE TOWN

CONTRACT PERIOD: From date of Commencement not exceeding 36 Months

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 18 OCTOBER 2022

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER: 175**

TENDER FEE: **[R200]** Non-refundable tender fee payable to 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	
TRADING AS (if different from above)	

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 CITY OFFICIALS AT TENDER OPENING
1
2
3

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VOLUME 1: THE TENDER

(1) GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : **09 September 2022**
- SITE VISIT/CLARIFICATION MEETING** : **10h00 on Thursday, 29 September 2022**
(Not compulsory, but strongly recommended)
- VENUE FOR SITE VISIT/CLARIFICATION MEETING** : On-line; Skype meeting – see link hereunder
<https://meet.capetown.gov.za/jurgen.gentz/KBGK05WB>
- TENDER BOX & ADDRESS** : **Tender Box as per front cover** at the **Tender and 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 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. 122S/2022/23: TERM TENDER FOR THE AD-HOC CRUSHING, SCREENING AND STOCKPILE MANAGEMENT OF RECLAIMED ASPHALT (RA) AND GRANULAR MATERIAL IN THE CITY OF CAPE TOWN**, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.
- If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

The Employer's Information Officer who is responsible for overseeing questions in relation to data protection may be contacted at Popia@capetown.gov.za.

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

- 1.1. 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;
- 1.2 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;

- 1.3 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;
- 1.4 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-contractors' 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;
- 1.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 1.6 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
- 1.7 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.

Bids must be compliant with the Preferential Procurement Regulations, 2017 including but not limited to local content, functionality, price and preference, eligibility criteria and relevant statutory criteria. The details of this are contained in the tender document.

CCT TENDER REPRESENTATIVE

Name: Jürgen Gentz

Email: jurgen.gentz@capetown.gov.za

Tel. No.: (021) 400 4603

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'

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

2.1.1.1 The City of Cape Town (CCT) and each tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations.

The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the Employer 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 that contract. Please refer to this document contained on the Employer's website.

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

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 the returnable documents are part of these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the 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 by its Director: Supply Chain Management or his nominee.

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

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

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

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

Alternative Bidder means a bidder, identified 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 alternative bidder in terms of the procedures included its SCM Policy.

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

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

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

2.1.6.4 All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:

The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 021 400 5963 or 021 400 5830

Via email at: MSA.Appeals@capetown.gov.za

2.1.6.5 All requests referring to clause 2.1.6.3 ns must be submitted in writing to:

The City Manager - C/o the Manager: Access to Information Unit, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 086 202 9982

Via email at: Access2info.Act@capetown.gov.za

2.1.7 City of Cape Town 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 City of Cape Town'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 City of Cape Town'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. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.

2.2.1.1.1 Submit a tender offer

Only those tender submissions from which it can be established 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 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 to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided.
- 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 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 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 to be completed);
- g) The tenderer (including any of its 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, involved with the bid specification committee;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its 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 directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

2.2.1.1.3 Compulsory clarification meeting

Not applicable.

2.2.1.1.4 Minimum score for functionality

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

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

process, for the individual criteria.

Evaluation Criteria	Maximum possible points
1. Zero (0) completed projects:	0 points
2. One (1) completed project:	15 points
3. Two (2) completed projects:	25 points
4. Three (3) or more completed projects:	50 points
Total	50

The minimum qualifying score for functionality is 25 out of a maximum of 50.

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

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

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

1) Track record of tendering entity (maximum = 50 points)

The tenderer must be able to provide documentary evidence, in the form of a reference letter from an employer, that they have successfully completed at least two (2) projects where they were responsible for and performed the crushing of reclaimed asphalt (RA) and/or granular pavement material (either as the main contractor or as a subcontractor).

The information for track record of the tendering entity must be supplied in Returnable Schedule 15A.

The reference letter from the employer must be attached to Schedule 15A and must contain:

- Project description;
- Confirmation that the tenderer was responsible for and performed the crushing of reclaimed asphalt (RA) and/or granular pavement material (either as the main contractor or as a subcontractor);
- Contract/project commencement and completion dates;
- Contract/project value (crushing component)
- Certificate of completion from the employer.

2.2.1.1.5 Local production and content

Not applicable.

2.2.1.1.6 Pre-qualification criteria for preferential procurement

Not applicable.

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

Treat as 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

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 documents by reference.

2.2.6 Acknowledge and comply with notices

Acknowledge receipt of notices to the tender documents, which the CCT may issue, fully comply with all instructions issued in the 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 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.

2.2.7 Clarification meeting

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.

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

2.2.8 Seek clarification

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, where possible.

2.2.9 Pricing the tender offer

2.2.9.1 Comply with all pricing instructions as stated on the Price Schedule.

2.2.10 Alterations to documents

Do 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 tender conditions 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 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 of 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.

- 2.2.11.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender conditions or criteria otherwise acceptable to the CCT.

2.2.12 Submitting a tender offer

- 2.2.12.1** 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 contract conditions and described in the specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Returnable Schedules duly completed and signed will be declared responsive.

- 2.2.12.2** Return the entire 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** Submit the parts of the tender offer communicated on paper as an original with an English translation for any part of the tender submission not made in English.

1 (One) copy(ies) of the following elements of the bid submission must be submitted separately bound in the same envelope where possible:

Part	Heading
5	Pricing Schedules
6	Supporting Schedules
	All other attachments submitted by bidder

- 2.2.12.4** Sign the original tender offer where required in terms of the tender conditions. The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation 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.

- 2.2.12.5** Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions 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, as well as the tenderer's name and contact address.

- 2.2.12.6** 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 C.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.

- 2.2.12.7** Accept that 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.
- 2.2.12.8** Accept that tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the tender conditions.
- 2.2.12.9** By signing the offer part of the Form of Offer (**Section 2, Part A**) the tenderer warrants that all information provided in the tender submission is true and correct.
- 2.2.12.10** Tenders must be properly received and deposited 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.
- 2.2.12.12** 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

Accept that 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** Ensure that the CCT receives the tender offer at the address specified in the General Tender Information prior to the closing time stated on the front page of the tender document.
- 2.2.14.2** Accept that, 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** Accept that, 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** Warrants 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 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City 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 and administrative processes and upon approval by the City Manager.
- 2.2.15.3** A tenderer may request in writing, after the closing date, that the 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.

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

Provide clarification of a 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 Provide, on 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 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 party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

2.2.17.3 Tenderers 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

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender conditions or specifications.

If the **Specification** 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 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, 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 the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

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

The applicable code for this tender is the **Amended Codes of Good Practise (Generic Scorecard)** unless in possession of a valid sector certificate.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

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 Clearance Certificate 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 also provide 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 Clearance Certificate.

Before making an award the City 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 City, 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 City via CSD or e-Filing. The City 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

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 Tender Conditions, 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 representative for the purpose of this tender is stated on the General Tender Information page.

2.3.2 Issue Notices

If necessary, 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 Employer 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, open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions.

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 and the preferences 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 tender conditions that a two-envelope system is to be followed, 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 tender conditions and announce the name of each tenderer whose technical proposal is opened.

2.3.4.2 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. Open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the tender conditions, and announce the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

2.3.5 Non-disclosure

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

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 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 tender conditions.

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 (Part 5)**:

- Based on the sum of the product of the rates and quantities in relation to a typical works project, with details below:

For the purposes of this tender, the work area is within the boundary of the City of Cape Town municipal area at one of the CCT's sixteen Roads depots. The Employer shall create, for tender evaluation purposes, a typical Works Projects, indicative of the nature of works required, and which shall include the crushing and stockpiling of reclaimed asphalt and/or granular pavement material, including hauling to and stockpiling of crushed material at an alternative stockpile site as required.

The Employer shall have assigned quantities to the items in the Schedule of Rates necessary for the execution of the evaluation Works Project. The assigned quantities shall be multiplied by the tendered rates submitted by the tendering entity to obtain amounts that will be totalled to provide a financial offer for each tenderer for the evaluation Works Project.

Based on the financial offers so constituted (as stated above), tenders shall be ranked once, in order to determine "the winner" (see clause 2.1.5.1), which status will be fixed for the duration of the term tender. The second and third ranked tenders shall constitute the "standby tenderers" as defined in clause 2.1.5.1.

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 and the lowest acceptable tender will be used to determine the applicable preference point system

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

Price shall be scored as follows:

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

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

Preference points shall be scored as follows:

Points will be awarded to tenderers who are eligible for preferences in respect of the B-BBEE level of contributor attained in terms of **Preference Schedule**.

A maximum of 20 tender adjudication points will be awarded for preference to tenderers with responsive tenders who are eligible for such preference, in accordance with the criteria listed below.

Up to **20** adjudication points (N_P) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor*	0

*A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor.

or, in respect of Exempted Micro Enterprises (EMEs):

Black Ownership of EME	Deemed B-BBEE Status Level of Contributor	Number of Points for Preference
less than 51%	4	12
at least 51% but less than 100%	2	18
100%	1	20

or, in respect of Qualifying Small Enterprises (QSEs):

Black Ownership of QSE	Deemed B-BBEE Status Level of Contributor	Number of Points for Preference
at least 51% but less than 100%	2	18
100%	1	20

The total number of adjudication points (N_T) shall be calculated as follows:

$$N_T = P_s + N_P$$

Where: P_s is the number of points scored for price;
N_p is the number of points scored for preference.

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:

- reasonableness of the financial offer
- reasonableness of unit rates and prices
- 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
- 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 PPPFA Regulations, 2017, 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 employer'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 employer, to perform the contract free of conflicts of interest.

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

2.3.12.4 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 City as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known family of notorious individuals;

- c) poor performance issues, known to the City;
- d) negative social media reports; and
- e) adverse assurance (e.g. due diligence) report outcomes.

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

2.3.13 Prepare contract documents

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

- a) notices issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the CCT and the successful tenderer.

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


2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO: 122S/2022/23

TENDER DESCRIPTION: TERM TENDER FOR THE AD-HOC CRUSHING, SCREENING AND STOCKPILE MANAGEMENT OF RECLAIMED ASPHALT (RA) AND GRANULAR MATERIAL IN THE CITY OF CAPE TOWN

CONTRACT PERIOD: From date of Commencement not exceeding 36 Months

VOLUME 2: RETURNABLE DOCUMENTS

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address (Chosen domicilium citandi et executandi)	Postal Code _____
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) Telephone:(____) _____ Fax:(____) _____ Cellular Telephone: _____ E-mail address: _____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	c) Does the tenderer have a permanent establishment in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	d) Does the tenderer have any source of income in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	e) Is the tenderer liable in the Republic of South Africa for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No
Other Required registration numbers	

(4) FORM OF OFFER AND ACCEPTANCE**TENDER NO 122S/2022/23: TERM TENDER FOR THE AD-HOC
CRUSHING, SCREENING AND STOCKPILE MANAGEMENT OF
RECLAIMED ASPHALT (RA) AND GRANULAR MATERIAL IN THE CITY
OF CAPE TOWN****OFFER: (TO BE FILLED IN BY TENDERER):****Required Details** (Please provide applicable details in full):

Name of Tendering Entity* (“the tenderer”)	
Trading as (if different from above)	

AND WHO IS represented herein by: (full names of signatory)

 duly authorised to act on behalf of the tenderer in his capacity as: (title/ designation)

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.

 Signature(s)

 Print name(s):

On behalf of the tenderer (duly authorised)

 Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NO 122S/2022/23: TERM TENDER FOR THE AD-HOC CRUSHING, SCREENING AND STOCKPILE MANAGEMENT OF RECLAIMED ASPHALT (RA) AND GRANULAR MATERIAL IN THE CITY OF CAPE TOWN

ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions of contract. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- (7) & (8): Special and General Conditions of Contract
- (5): Price schedule
- (13): Specifications

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer 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 this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms of the conditions of contract identified in the special contract conditions. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the parties have signed the table below and confirms receipt from the employer of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now supplier) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

The Parties	Employer	Supplier
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		

Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE

FORM OF OFFER AND ACCEPTANCE (continued)
(TO BE FILLED IN BY THE CITY OF CAPE TOWN)

Schedule of Deviations

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 becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject

Details

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2 Subject

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3 Subject

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4 Subject

Details

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By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the returnable schedules, 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 receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

(5) 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’

C1.2 GENERAL REQUIREMENTS AND PROVISIONS

Item	Description	Unit	Tendered Rate (excl. VAT)
C1.2	GENERAL REQUIREMENTS AND PROVISIONS		
C1.2.1	Environmental Management:		
C1.2.1.1	Monitoring of compliance with and reporting on the EMP	month	
C1.2.2	Programming and Reporting:		
C1.2.2.1	Submission of a Scheme 1 Programme	lump sum	
C1.2.2.2	Reviewing and updating a Scheme 1 Programme	month	
C1.2.2.6	Preparation and submission of all information and reports specified in the Contract Documentation	month	
C1.2.5	Safety:		
C1.2.5.1	Health and safety plan	lump sum	
C1.2.5.2	Implementation of health and safety plan	month	
C1.2.8	Dayworks:		
C1.2.8.1	Personnel:		
	(a) Unskilled labourer	h	
	(b) Semi-skilled labourer	h	
	(c) Skilled labourer	h	
	(d) Gang leader	h	
	(e) Foreman	h	
	(f) Skilled Artisan	h	
C1.2.8.2	Construction equipment:		
	(a) Motor grader (110 kW)	h	
	(b) Vibratory roller (9 - 12 tons)	h	
	(c) Pneumatic roller	h	
	(d) Front end loader (1 - 2 m ³ capacity)	h	
	(e) Tractor loader backhoe (55 kW)	h	
	(f) Excavator (15 - 20 ton)	h	
	(g) Compressor	h	
	(h) Bulldozer	h	
C1.2.8.3	Vehicles:		
	(a) Light delivery vehicle (1 ton)	km	
	(b) Flatbed truck	km	
	(c) Dump truck	km	
	(d) 10m ³ tip truck	km	

C1.2 GENERAL REQUIREMENTS AND PROVISIONS

Item	Description	Unit	Tendered Rate (excl. VAT)
C1.2.8.4	Materials:		
	(a) Procurement of materials	PC Sum	PC Sum
	(b) Contractor's handling costs, profit and all other charges in respect of item C1.2.8.4(a)	%	
C1.2.10	Additional security:		
C1.2.10.1	Provision of un-armed PSiRA registered security guards as instructed or agreed:		
	(a) Grade B	man-day	
	(b) Grade C	man-day	
C1.2.10.2	Extra-over item C1.2.10.1 above for un-armed security guards working overtime, night work, or on a Sunday or public holiday when instructed:		
	(a) Grade B	man-day	
	(b) Grade C	man-day	
C1.2.10.3	Two-way hand held radios	man-day	
C1.2.11	Independent professionally registered surveyor:		
	(a) Completion of survey and provision of survey information and drawings: Stockpile area $\leq 5000\text{m}^2$	lump sum	
	(b) Completion of survey and provision of survey information and drawings: Stockpile area $> 5000\text{m}^2, \leq 10000\text{m}^2$	lump sum	
	(c) Completion of survey and provision of survey information and drawings: Stockpile area $> 10000\text{m}^2, \leq 15000\text{m}^2$	lump sum	
	(d) Completion of survey and provision of survey information and drawings: Stockpile area $> 15000\text{m}^2, \leq 25000\text{m}^2$	lump sum	
	(e) Travelling costs	km	
	(f) Additional field survey (if required)	hr	
	(g) Updating survey drawings and volumetric data (if required)	hr	

Item	Description	Unit	Tendered Rate (excl. VAT)
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS		
C1.3.1	The Contractor's general obligations:		
C1.3.1.1	Fixed obligations	lump sum	
C1.3.1.3	Time-related obligations	month	
C1.3.1.4	Standing time on instruction of the Employer's Agent	day	

C1.6 CLEARING AND GRUBBING

C1.6 CLEARING AND GRUBBING

C1.7 LOADING AND HAULING

C3.1 DRAINS

C4.1 BORROW MATERIALS

Item	Description	Unit	Tendered Rate (excl. VAT)
C4.1	BORROW MATERIALS		
C4.1.6	Providing crushing, screening and related plants:		
C4.1.6.1	Single-stage crushing plant	No	
C4.1.6.2	Two-stage crushing plant	No	
C4.1.6.3	Multiple-stage crushing and screening plant	No	
C4.1.6.4	Screening plant	No	
C4.1.7	Producing the material by:		
C4.1.7.1	Reclaimed asphalt crushing and screening to maximum fraction size of 20mm to a volume:		
	(a) not exceeding 5 000m ³	m ³	
	(b) exceeding 5 000m ³ but not exceeding 10 000m ³	m ³	
	(c) exceeding 10 000m ³	m ³	
C4.1.7.2	Reclaimed asphalt crushing and screening to maximum fraction size of 10mm to a volume:		
	(a) not exceeding 5 000m ³	m ³	
	(b) exceeding 5 000m ³ but not exceeding 10 000m ³	m ³	
	(c) exceeding 10 000m ³	m ³	
C4.1.7.3	Unreinforced concrete crushing and screening to maximum fraction size of 10mm to a volume:		
	(a) not exceeding 5 000m ³	m ³	
	(b) exceeding 5 000m ³ but not exceeding 10 000m ³	m ³	
	(c) exceeding 10 000m ³	m ³	
C4.1.7.4	Reinforced concrete crushing and screening to maximum fraction size of 10mm to a volume:		
	(a) not exceeding 5 000m ³	m ³	
	(b) exceeding 5 000m ³ but not exceeding 10 000m ³	m ³	
	(c) exceeding 10 000m ³	m ³	
C4.1.7.5	Trial crushing and screening as instructed by the Employer's Agent (100m ³ per depot) of:		
	(a) Processed reclaimed asphalt to maximum fraction size of 20mm	m ³	
	(b) Processed reclaimed asphalt to maximum fraction size of 10mm	m ³	
C4.1.8	Moving and re-erecting the crushing, screening and related plants on the site:		
C4.1.8.1	Single-stage crushing plant	No	
C4.1.8.2	Two-stage crushing plant	No	
C4.1.8.3	Multiple-stage crushing and screening plant	No	
C4.1.8.4	Screening plant	No	

C4.1 BORROW MATERIALS

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 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 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 Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.6 Provide fixed rates 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.
- 5.7 Measurement and payment shall be in accordance with the relevant provisions of the **COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition)** as amended in the Scope of Works.
- 5.8 The units of measurement described in the Pricing Schedule are metric units. Abbreviations used in the Pricing Schedule are as follows:

%	=	percent	m ² -pass	=	square metre-pass
h	=	hour	m ³	=	cubic metre
ha	=	hectare	m ³ -km	=	cubic metre- kilometre
kg	=	kilogram	MN	=	meganewton
kl	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	provisional sum
kW	=	kilowatt	PC Sum	=	prime cost sum
l	=	litre	R/only	=	rate only
m	=	metre	sum	=	lump sum
mm	=	millimetre	t	=	ton (1000kg)
m ²	=	square metre	Day	=	working day

- 5.9 For the purpose of the Pricing Schedule, the following words shall have the meanings assigned to them:

Unit: The unit of measurement for each item of work as defined in the COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition).

Quantity: The number of units of work for each item.

Rate: The payment per unit of work for which the Service Provider tenders to do the work.

- Amount: The product of the quantity and the rate tendered for an item.
- Lump Sum: An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.
- Prime Cost: Is a cost where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Where services are to be sub-contracted out by the Service Provider, which do not exceed R300 000,00 (including VAT) in value, the Service Provider will typically be required to invite at least three quotations from suitably qualified sub-consultants/contractors. Where the sub-contracted services are likely to exceed R300 000,00 (including VAT) in value, the Service Provider shall follow an open tender process of their own in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services not specifically itemized in the Schedule of Rates. Any percentage adjustment or lump sum mark-up against the Prime cost for handling fee, profits, etc. shall not be negative.
- Provisional Sum: Means a sum (if any) which is specified in the contract as a Provisional Sum, for the execution of any part of the works or the supply of plant, materials or services. Any percentage adjustment or lump sum mark-up against the Provisional Sum for handling fee, profits, etc. shall not be negative.
- 5.10 It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sabs.co.za for information standards)
- 5.11 The prices and rates in the Pricing Schedule are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
- 5.12 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
- 5.13 An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing Schedule. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- 5.14 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the **COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition)**.

INITIALS OF CITY OFFICIALS		
1	2	3

(6) SUPPORTING SCHEDULES

Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortia

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

Account Holder: _____

Financial Institution: _____

Branch Code: _____

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

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

Note: A copy of the Joint Venture Agreement shall be appended to Schedule 13: List of other documents attached by tenderer.

Schedule 2: 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	
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1.1 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 Schedule 13: **List of other documents attached by tenderer.**

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	
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- 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	
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3.1 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 Schedule 13: **List of other documents attached by tenderer** 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	
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4.1 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 employer of any other remedies available to it.

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

Date

Schedule 3: Preference Schedule

1 Definitions

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practice (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE status level of contributor: The B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Black Designated Groups: The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

Black People: The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

Consortium or Joint Venture: 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.

Contract The agreement that results from the acceptance of a bid by an organ of state.

Co-operative: A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

Designated Group: Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

Designated Sector: A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Exempted Micro Enterprise (EME): An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Firm Price: The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

Functionality: The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

Military Veteran: The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

National Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).

Price: Includes all applicable taxes less unconditional discounts.

Proof of B-BBEE status level of contributor: The B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of good Practice or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

Qualifying Small Enterprise (QSE): A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Rand Value: means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

Rural Area: A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

Stipulated Minimum Threshold: The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Sub-contract: The primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

The Act: The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

Total Revenue: Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

Township: An urban living area that at any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Trust: The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

Trustee: Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Youth: The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of tender offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBEE level of contribution in accordance with the Codes of Good Practise, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 6) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated

scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;

- 8) accept that the CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;
- 9) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

The sanctions for breaching the conditions associated with the granting of preferences are:

- 1) disqualify the supplier from the tender process;
- 2) recover costs, losses or damages the CCT has incurred or suffered as a result of the supplier's or contractor's conduct;
- 3) cancel the contract in whole or in part and claim any damages which the CCT has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 4) restrict the supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the CCT for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied and inform the National Treasury accordingly;
- 5) forward the matter for criminal prosecution; and/or
- 6) financial penalties payable to the CCT, as set out below.

Financial penalty for breach of Condition 2 in Section 2 above:

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the supplier qualified for (unless so declared or proven to be beyond the control of the supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the supplier qualified for, expressed as a percentage of P*, less 25%

P* = Value of the contract

Financial penalty for breach in terms of condition 6 in Section 2 above:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

$$\text{Penalty} = 5/100 \times (\text{B-BBEE}^a - \text{B-BBEE}^t) \times P^*$$

where:

B-BBEE^a = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

B-BBEE^t = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of tender evaluation

P* = Value of the contract

Financial penalty for breach in terms of condition 10 in Section 2 above:

The penalty to be applied where the supplier fails to disclose subcontracting arrangement after the award of the tender is up to a maximum of 10% of the value of the contract.

4 Level of Contribution in respect of enterprise status or structure of the tendering entity (the supplier)

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below.

Table 1: Level of Contribution

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), less than 51% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), less than 51% black-owned	<input type="checkbox"/>
Verified B-BBEE contributor <input type="checkbox"/> B-BBEE Status Level of Contributor ¹	<input type="checkbox"/>
Non-compliant contributor	<input type="checkbox"/>

¹ If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

5 Declarations

- 1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works

☐
Note:

Suppliers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the supplier contravenes the conditions in Section 2.

- 2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:
- (i) the information furnished is true and correct;
 - (ii) the preference claimed is in accordance with the conditions of this schedule;
 - (iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBBEE level of contributor as at the closing date is correct; and
 - iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

Signature

Date

Name (PRINT)

(For and on behalf of the tenderer (duly authorised))

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

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

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 of higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder²).....
 - 3.4 Company or Close Corporation Registration Number:.....
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number:.....
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars.....

- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 3.12.1 If yes, furnish particulars
- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 3.13.1 If yes, furnish particulars
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**
 3.14.1 If yes, furnish particulars
- 3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town 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 City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City'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 employer of any other remedies available to it.

Signature

Print name:

Date

On behalf of the tenderer (duly authorised)

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

(a) a member of –

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

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

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

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

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

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

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

Schedule 5: 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 City of Cape Town, please contact the following:

the City'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 employer of any other remedies available to it.

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

Date

Schedule 6: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

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

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

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

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

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

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

 Date

<p align="center">Schedule 7: Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town</p>

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

The tenderer:

- 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
- 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
- confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- 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 employer of any other remedies available to it.

Physical Business address(es) of the tenderer	Municipal Account number(s)

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)

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

Date

Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation

8.1 PRICING INSTRUCTIONS

- 8.1.1 The Contract Price Adjustment mechanisms and/or provisions relating to Rate of Exchange Variation contained in this schedule are compulsory and binding on all tenderers.
- 8.1.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.1.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.1.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.

8.2 Price Adjustment Mechanism:

- 8.2.1 The Contract Price as per GCC shall remain **Firm** for the first 12 months from date of commencement of the contract and no claims for contract price adjustment will be considered for the first 12 months' subject to the provisions in the price schedule.
- 8.2.2 Subject to 8.2.1. Above, Contract Price Adjustment will be applicable as from commencement of the 13th month. Contractors shall be entitled to claim contract price adjustment as follows:
- 8.2.3 **10%** of the **tendered** rate will remain fixed for the duration of the contract.
- 8.2.4 **90%** of the year on year rate will be subject to adjustment **annually** based on the average percentage of 12 months as published by STATSSA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:

From start of 13th month to the end of the 24th month: Subject to contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the date of commencement. The **end month** shall be three (3) calendar months prior to the 12th month.

From start of 25th month to end of the 36th month: Subject to the contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the 13th month. The **end month** shall be three (3) calendar months prior to 24th month.

From start of 37th month to end the 48th month: Subject to the contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the 25th month. The **end month** shall be three (3) calendar months prior to 36th month.

From start of 49th month to end 60th month: Subject to the contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the 37th month. The **end month** shall be three (3) calendar months prior to 48th month.

The **average CPI** will be calculated from the base month to the end month (both included) divided by the number of months.

Example:

The claim will be based on the **average** between the “base month” and the “end month” e.g.: $7+6+9+6 = 28$ ($28/4$) = 7 therefore the claim will be 7%.

8.3 Contract Price Adjustment – General

- 8.3.1 All requests for variation in the contract price shall be submitted in writing as follows:

- By letter to: Director Supply Chain Management, City of Cape Town, P O Box 655, Cape Town, 8000, or

- by email to: CPA.Request@capetown.gov.za

prior to the date upon which the price adjustment would become effective.

- 8.3.2 When submitting an application for contract price adjustment the Contractor shall provide the applicable month's actual indices for the SEIFSA Table No's and Descriptions detailed in Annexure A of Schedule 8 or the supplier's actual published pricelists applicable to the particular month, and the actual revised rate proposed for each item. A mere notification of an application for contract price adjustment without stating the adjusted price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- 8.3.3 The Employer reserves the right to request the Contractor to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the City of Cape Town within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender TENDER NO. 122S/2022/23: TERM TENDER FOR THE AD-HOC CRUSHING, SCREENING AND STOCKPILE MANAGEMENT OF RECLAIMED ASPHALT (RA) AND GRANULAR MATERIAL IN THE CITY OF CAPE TOWN in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature

Date

Name (PRINT)

(For and 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 10: Local Content Declaration / Annexure C

Not used.

Schedule 11: Price Basis for Imported Resources
--

Not used.

Schedule 12: Schedule of Pre-Qualification Criteria Sub-Contractors
--

Not used.

Schedule 13: List of other documents attached by tenderer

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

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

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

 Date

Schedule 14: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer 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.

SIGNED ON BEHALF OF TENDERER:

Schedule 15: Information to be provided with the tender
--

The following information shall be provided with the Tender:

- a. Schedule 15A: Track record as per clause **2.2.1.1.4 (Minimum score for functionality)** of the conditions of tender.

SIGNED ON BEHALF OF TENDERER:

Schedule 15A: Track record

The tenderer must provide the details of his track record in accordance with the requirements of clause **2.2.1.1.4 (Minimum score for functionality)** of the conditions of tender.

The tenderer must attach documentary evidence, in the form of a reference letter from an employer, that they have successfully completed at least two (2) projects where they were responsible for and performed the crushing of reclaimed asphalt (RA) and/or granular pavement material (either as the main contractor or as a subcontractor).


Project Description	Employer & Contract value	Start date	Completion date

Attach reference letters from employer(s) to this schedule. The letter must contain the following:

- Project description;
- Confirmation that the tenderer was responsible for and performed the crushing of reclaimed asphalt (RA) and/or granular pavement material (either as the main contractor or as a subcontractor);
- Contract/project commencement and completion dates;
- Contract/project value (crushing component)
- Certificate of completion from the employer.

If there is insufficient space on this Schedule, tenderers may append the information to this schedule in the same format and layout.

SIGNED ON BEHALF OF TENDERER:

TENDER DOCUMENT GOODS AND SERVICES		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO: 122S/2022/23

TENDER DESCRIPTION: TERM TENDER FOR THE AD-HOC CRUSHING, SCREENING AND STOCKPILE MANAGEMENT OF RECLAIMED ASPHALT (RA) AND GRANULAR MATERIAL IN THE CITY OF CAPE TOWN

CONTRACT PERIOD: From date of Commencement not exceeding 36 Months

VOLUME 3: DRAFT CONTRACT

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

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

VOLUME 3: DRAFT CONTRACT (7) 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 Contract:

1. Definitions

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 contract. 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**.

Add the following after Clause 1.25:

- 1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded
- 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

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 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this 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 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, **save that if the Employer 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 that 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 cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.
- 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 order:
- 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
 - d) Other requirements as detailed in the tender documents
- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods 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 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 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 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 orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
- 3.6.2 Make payment to the **supplier** for the goods as set out herein.
- 3.6.3 Take possession of the goods 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 documents.
- 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
- 3.6.7 Inspect the goods 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 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 contract and need not obtain the supplier's permission to copy 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 for the contract and the purchaser hereby indemnifies the supplier against any claim which may be made against him by any party 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 contract within two (2) years of completion of the services 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 contract 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 Employer.
- 5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, 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 Employer's Intellectual Property for any purpose other than as contemplated in this contract;
- 5.8.3.2 not modify, add to, change or alter the Employer'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 Employer;
- 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 Employer;
- 5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;

- 5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above; unless the Employer expressly agrees thereto in writing after obtaining due internal authority.
- 5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer 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 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

Delete clause 7.1 to 7.4 and replace with the following:

'Not Applicable. Tenderers must disregard **Form of Guarantee / Performance Security** and are not required to complete same.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

- 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 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 order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.
- 10.2 The purchaser shall determine, in its sole discretion, whether the goods 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 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 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:
- a) 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;

- b) 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;
- c) 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 bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

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

- 11.3 The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT 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 **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

- 15.2 This warranty for this contract shall remain valid for **zero (0) months** after the goods have been delivered.

16. Payment

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

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

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

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

Add the following after clause 16.4

- 16.5 Notwithstanding any amount stated on the order, the supplier shall only be entitled to payment for goods actually delivered in terms of the Project Specification and Drawings, or any variations in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the purchaser.

The CCT is not liable for payment of any invoice that pre-dates the date of delivery of the goods.

- 16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on **Proforma Advanced Payment Guarantee** and only once the authenticity of such guarantee has been verified by the City's Treasury Department.

17. Prices

Add the following after clause 17.1

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original

tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

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

17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment as specified in **Schedule 8**.

17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources**" and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "**Price Basis for Imported Resources**" (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by CCT's main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

17.5.1 Adjustment for variations in rates of exchange:

(a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.

(b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.

(c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.

(d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.

(e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled "**Price Basis for Imported Resources**".

(f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.

(g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.

(h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "**Price Basis for Imported Resources**", then the value in column (A) shall be used.

17.5.2 Adjustment for variations in customs surcharge and customs duty

(a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled “**Price Basis for Imported Resources**” and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

(b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT’s Agent of any changes which occur.

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the goods, extension of the duration or expansion of the value of the contract that the purchaser issues to the supplier as instructions in writing, 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, such work will not become due and payable until amended order has been issued by 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 the were the acts, defaults or negligence of the supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT 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 the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 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 a contract shall be deemed to prohibit the obtaining of goods 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 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 as stated herein for each day of the delay until actual delivery or performance.

The penalty for this contract shall be applied daily at **0.25% of order value, with a minimum of R1000 per day.**

- 22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relating to breaches of the conditions upon which preference points were awarded.

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

if the supplier fails to remedy the breach in terms of such notice

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
- 23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
- 23.8.4 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, provided the City Manager follows the processes as described in the purchasers SCM Policy.
- 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- 23.8.5.1 reports of poor governance and/or unethical behaviour;
 - 23.8.5.2 association with known family of notorious individuals;
 - 23.8.5.3 poor performance issues, known to the Employer;
 - 23.8.5.4 negative social media reports; or
 - 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..

- 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 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
- 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 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

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 23.1(c), 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 (b) and replace with the following:

- (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 working day of delivery
 - 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 supplier to submit documentary evidence in the form of a valid Tax Clearance Certificate 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).

Add the following after clause 32.3:

- 32.4 The **VAT registration** number of the City of Cape Town 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. Any failure in this regard may result in a delay in the processing of any payments.

36. POPIA

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

- 36.1 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;
- 36.2 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;
- 36.3 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;
- 36.4 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-contractors' 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;
- 36.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 36.6 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
- 36.7 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.

(8) GENERAL CONDITIONS OF CONTRACT

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

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29. Governing language
30. Applicable law
31. Notices
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33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.2 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.

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY

NOT USED

ANNEXURE**LIST OF APPROVED FINANCIAL INSTITUTIONS**

The following financial institutions are currently (as at 12 October 2021) approved for issue of contract guarantees to the City:

National Banks:

ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

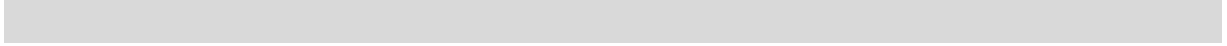
Barclays Bank plc.
Citibank n.a.
Credit Agricole Corporate and Investment Bank
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

American International Group Inc (AIG)
Bryte Insurance Company Limited
Coface s.a.
Compass Insurance Compnay Limited
Credit Guarantee Insurance Compnay Limited
Hollard Insurance Company Ltd.
Linited Guardrisk Insurance Compnay Limited
Infiniti Insurance Limited
Lombard Insurance Compnay Limited
New National Assurance Compnay Limited
PSG Konsult Ltd (previously ABSA Insurance)
Regent Insurance Co.
Renasa Insurance Company Ltd.
Santam Limited

(10) FORM OF ADVANCE PAYMENT GUARANTEE

NOT USED



(10.1) ADVANCE PAYMENT SCHEDULE

NOT USED

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND**

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

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

I, ,
representing

..... , as an
employer

in its own right, 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 (OHSA) and the Regulations promulgated thereunder.

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

COID	ACT	Registration	Number:
.....

OR	Compensation	Insurer:	Policy	No.:
				

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

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

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

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

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

Witness

Mandatory

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

Witness

for and on behalf of
City of Cape Town

(12) INSURANCE BROKER'S WARRANTY (PRO FORMA)

Logo

Letterhead of supplier's Insurance Broker

Date _____

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 122S/2022/23

TENDER DESCRIPTION: TERM TENDER FOR THE AD-HOC CRUSHING, SCREENING AND STOCKPILE MANAGEMENT OF RECLAIMED ASPHALT (RA) AND GRANULAR MATERIAL IN THE CITY OF CAPE TOWN

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 CITY OF CAPE TOWN 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)

(13) SPECIFICATION(S)**SECTION A: TRADE NAMES OR PROPRIETARY PRODUCTS**

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

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

SECTION B: 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 the Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the CCT’s agent upon request.

SECTION C: FORMS FOR CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

SECTION D: COTO STANDARD SPECIFICATIONS

Notes to tenderer:

1. The Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition) prepared by the Committee of Transport Officials (COTO), as amended, shall apply to this contract. The amendments are those issued by COTO and reproduced in **Section E**, together with additional amendments as set out in **Section J**.
2. The document can be obtained from the Sanral website at <https://www.nra.co.za/manuals-policies-technical-specifications/coto-standard-specifications-for-road/>
3. The terms "Pricing Schedule", (used throughout the Standard Specifications) and "Schedule of Rates" (used in all other documents forming part of this contract) are synonymous.

SECTION E: STANDARD AMENDMENTS ISSUED BY COTO

As at time of tender, no amendments have been issued by COTO.

SECTION F: DESCRIPTION OF THE WORKS**SECTION F.1: INTRODUCTION**

All data and descriptions contained in this section of the contract documents are given for information purposes only and cannot be interpreted as prescriptive despite the fact that the text may give the opposite perspective. If any conflict arises between the content of this section and other sections of the contract documents, the latter take precedence.

SECTION F.2: EMPLOYER'S OBJECTIVES

The primary objective of this tender is to appoint a competent service provider for the crushing, screening and stockpiling of reclaimed asphalt (RA) and/or reclaimed granular pavement material at municipal depot stockpile sites within the Cape Town Metro in accordance with the specified design and Project Specifications as defined in the Scope of Works.

SECTION F.3: OVERVIEW OF THE WORKS AND WORKS ALLOCATION METHODOLOGY

The services will be carried out on a works project by works project basis, as and when required during the contract period of **thirty-six (36)** months.

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

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the services on a "winner-takes-all" basis, whereby the work will always be offered and, if accepted, allocated to the highest ranked supplier ("the winner"). If the highest ranked supplier refuses the work, then the work will be offered to the next highest ranked supplier from the list of standby tenderers/suppliers and so on.

The process for allocation of works projects will be as follows:

- The Employer's Project Manager or Agent identifies a project and scope of services required.
- The Employer's Project Manager or Agent, through the framework project manager, will, in writing, offer the project and scope of services required to the highest ranked service provider.
- This service provider will, in writing, either accept or refuse the project.
- If the project is refused, the Employer's Project Manager or Agent, through the framework project manager will offer the project to the next highest ranked backup/standby service provider.
- Once accepted, the service provider will be appointed and the project will commence as per the scope of services required and outlined in the award letter.

Each project that has been awarded will have its own purchase order and invoicing for each project will be done separately against this project specific purchase order.

Once awarded, the Works will typically entail the crushing, screening and stockpiling of reclaimed asphalt (millings) and/or granular pavement material on an operational as-and-when required basis at any of the twenty-one (21) City's Roads Depots located within the Cape Town metropole. To this end, once awarded, the contract will be available to all departments in the City's Urban Mobility Directorate, provided approval is granted by the Employer's Contract Manager.

SECTION F.4: EXTENT OF THE WORKS

Work items under this contract may include any one or more of the following:

1. Establishment at a depot stockpile yard by the Service provider.
2. The supply of labour, tools, equipment, materials and supervision to complete the work.
3. Preparing the stockpile yard for crushing and screening reclaimed material as per the Project Specifications.
4. Crushing and screening of reclaimed asphalt and/or granular pavement material.
5. Management of the processed reclaimed asphalt and granular pavement material stockpile(s) during operations.
6. Transportation of reclaimed pavement material (unprocessed or processed) from a designated site (located within the City of Cape Town) to the relevant depot where crushing operations take place and/or vice versa.
7. Carrying out materials testing on processed material using an independent SANAS accredited soils laboratory.
8. De-establishment and subsequent re-establishment at another municipal depot stockpile yard as required by the Employer and as specified in the works project.

The Works to be carried out will be specified in a Works Project contract document as and when required and as provided for in the Bills of Quantities therein. However, if during the course of construction conditions are found to differ from those anticipated, the Employer's Agent may modify the Scope of Work to suit the prevailing conditions and circumstances.

SECTION F.5: LOCATION OF THE WORKS

The Service provider will be required to establish his crushing plant and operations at any City of Cape Town Roads depot within the boundaries of the City of Cape Town, as required by the Employer or the Employer's Agent.

SECTION F.6: SITE/TECHNICAL MEETINGS

During the project, the Service provider shall be required to attend site meetings at which the Employer and the Employer's Agent will be present, as well as any technical meetings with the Employer's Agent as may be required to ensure the successful implementation of this project. Due to the nature of the Works, the meetings will be arranged as deemed necessary by the Employer and Employer's Agent or on request by the Service provider.

SECTION G: ENGINEERING

SECTION G.1: DRAWINGS ISSUED WITH THIS DOCUMENT

Not applicable.

SECTION H: PROCUREMENT

SECTION H.1: PREFERENTIAL PROCUREMENT

The Works, and Works Projects, shall be executed in accordance with the conditions associated with the granting of preferences detailed in the Preference Schedule where preferences are granted in respect of B-BBEE contribution.

The declarations made in the Preference Schedule of the framework contract will be used in the evaluation of tender offers as described in clause F.3.11 in Part T1.2 Tender Data.

Financial penalties, as described in the Preference Schedule, shall be applied in the event that the Service provider is found to have breached and of the conditions contained in the Preference Schedule (unless proven to be beyond the control of the Service provider).

Notwithstanding the application of penalties, the Service provider's attention is drawn to other sanctions that may be applied by the Employer (listed in the Preference Schedule) with due consideration to the circumstances.

SECTION H.2: SUB-CONTRACTING PROCEDURES

SECTION H.2.1: MONITORING THE USE OF SUB-CONTRACTORS

Notwithstanding the restriction on sub-contracting as described on the **Preference Schedule**, it is recognised that sub-contracting is an integral part of construction, which the conditions of contract make provision for.

In order, however, to comply with the requirements of the **Preference Schedule**, the Contractor shall submit to the Employer's Agent, on a monthly basis, a **B-BBEE Sub-Contract Expenditure Report**. The format of this report is provided in Annex 2 attached.

The Contractor shall submit to the Employer's Agent documentary evidence in accordance with the applicable codes of good practise of the B-BBEE status level of every sub-contractor employed by the Contractor. Until such time as documentary evidence as described above has been submitted to the Employer's Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

The Contractor shall furthermore, on the written request of the Employer's Agent, provide documentary evidence showing the value of work sub-contracted to any or all of the sub-contractors employed by the Contractor.

SECTION H2.2: PROCEDURE FOR THE SELECTION OF SUB-CONTRACTORS/SUPPLIERS

Where monetary allowances for provisional sums or prime cost items have been provided in the Bills of Quantities in the Works Project contract document, and where the work or items to which the allowances relate are to be executed/supplied by sub-contractors/suppliers, then the following selection process shall be followed in respect of the required sub-contractors/suppliers:

Where the monetary allowance is less than or equal to R200 000, the Contractor shall invite three quotations from suitably qualified sub-contractors/suppliers for the required work or items. The selection of the three sub-contractors/suppliers shall be in consultation with, and to the approval of the Employer's Agent. The evaluation of the quotations received must include a preference points system as described in clause 2.3.10.3 of the Conditions of Tender.

Where the monetary allowance is in excess of R200 000, an open competitive tender process shall be followed in respect of the selection of a sub-contractor/supplier for the required work or items. In such circumstances, tender documentation will be prepared by the Employer's Agent in consultation with and to the approval of the Contractor, invitations to tender will be advertised in the media by the Employer's Agent on behalf of the Contractor, and a sub-contractor/supplier will be selected from the responses received, by the Contractor and Employer's Agent in consultation. The evaluation of the offers received must include a preference points system as described in clause 2.3.10.3 of the Conditions of Tender. The Contractor must satisfy him/herself that the selected sub-contractor/supplier can meet the requirements of the sub-contract /supply agreement and may, on reasonable grounds, elect not to employ a particular sub-contractor/supplier.

In both instances above (less than or equal to R200 000 or in excess of R200 000), the contractual relationship between the Contractor and sub-contractor/supplier shall be as described in Clause 20 of the General Conditions of Contract.

SECTION I: CONSTRUCTION

SECTION I.1: STANDARD SPECIFICATIONS

The following relevant standardised specifications, shall form the Standard Specifications and apply to this contract:

The **COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition)**, prepared by the Committee of Transport Officials, as amended, shall apply to this contract. The document can be obtained from the Sanral website at <https://www.nra.co.za/manuals-policies-technical-specifications/coto-standard-specifications-for-road/>.

STANDARD SPECIFICATIONS

Where reference is made to the standard specifications in this contract, it shall mean the **COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard October 2020 edition)**, prepared by the Committee of Transport Officials complete with any corrections and amendments applicable at the time of tendering. The amendments are those issued by COTO and reproduced in **Section E**, together with additional amendments as set out in **Section J**.

SECTION I.2: WAYLEAVES, PERMISSIONS AND PERMITS

The Contractor shall be responsible for obtaining all of the necessary permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any permissions or permits obtained by the Employer's Agent prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such permissions or permits.

The Contractor shall ensure that all permissions and permits are kept on Site and are available for inspection by the relevant service authorities on demand.

SECTION I.3: CONSTRUCTION EQUIPMENT

The Contractor shall have – as a minimum - the following plant available:

- Front-end loader
- Grader (for preparing hard surface for plant for crushing plant where/if required)
- Pneumatic tyres roller (for preparing hard surface for crushing plant where/if required)
- 10t – 12t single drum roller (for preparing hard surface for crushing plant where/if required)
- Excavator
- 10kl – 12kl water truck
- Horizontal shaft impact (HIS) mobile crusher
- Screening plant
- 10m³ tip trucks

SECTION I.4: EXISTING SERVICES

It is the Contractor's responsibility to locate, mark, record and protect such services. Service owners must be contacted as per Section I.2 above. The Contractor will be held responsible for damage to all services, known and unknown, and for specific requirements when working in close proximity to services.

SECTION I.5: SITE ESTABLISHMENTServices and facilities provided by the Employer

The Site camp locations at each respective City of Cape Town Municipal Roads depots will be made available for the Contractor as per the Works Project. The Contractor is to make provision for water, electricity, telecommunication services, ablution facilities, accommodation, medical and first aid facilities, fire protection, back-up generators and any other services as required. The Contractor shall clean and make good the site camp to the same standard or better than the condition it was before the Contractor first made use of it. The Contractor will continuously clear and dispose of waste and surplus materials to maintain the Site in a tidy state.

The location and setting out of the Site camps and offices must be approved by the Employer or his agent before establishment commences.

SECTION I.6: INSPECTION OF ADJOINING PROPERTIES

Prior to any work commencing, the contractor and employer's agent/representative shall inspect the site and record the condition of existing infrastructure, buildings etc located in close proximity of the work area. Any damage to the employer's property that was caused by the contractor's activities shall be repaired by the contractor at his expense.

SECTION I.7: SURVEY CONTROL AND SURVEY OF STOCKPILE AREA(S)

The stockpile areas must be surveyed by a professionally registered surveyor who may not be in the employ of the contractor and must be an independent party. The surveyor must survey the stockpile area(s) before crushing operations commence and after the processing of the material has been completed. This must be done to measure and agree on the quantity of processed material for payment purposes and to provide an accurate layout plan of the stockpile area and the processed material to the employer.

SECTION I.8: SEQUENCE OF THE WORKS

The Employer's Agent proposes the following phases for each Works Project:

1. Inspection of site with contractor and employer's agent/representative
2. Site camp establishment and preparation works required before operations can start.
3. Preparation of the hard surface area for the plant, if required.
4. Establishing the horizontal shaft impact (HSI) crusher and screening plant and other equipment/plant required.
5. Production of crushed and screened reclaimed asphalt and/or granular pavement material that meets the specification and stockpiling the processed material as required.
6. Final testing of the material (grading) and measurement of the produced stockpile via survey to determine certified quantities.
7. Managing the quantities of the stockpiles with regards to crushed material being removed by other contractors for use in construction (if required).
8. The final phase will consist of either a subsequent establishment at another depot or depots, as per the Works Project, or complete de-establishment until further notice.
9. De-establishment of all plant and equipment from the depot and to re-instate the site to its original condition.

When a Works Project is issued (viz. new purchase order) after the complete de-establishment of the contractor's operations, as instructed by the Employer, the subsequent establishment will be regarded as an initial establishment and payment will be made under item C4.1.6. Subsequent establishments at other depots after an initial establishment, as per the works project scope of works and forming part of the same works project, will be regarded as re-erecting the crushing and/or screening plant and payment will be made under item C4.1.8.

SECTION I.10: TESTING OF MATERIALS

All processed material shall be tested for acceptance at the instruction of the employer's agent/representative and in accordance with the requirements of clause C4.1.7 of the specifications.

The costs of all process control testing shall be borne by the Contractor. Payment for acceptance control testing will be made item C20.1.6 of the Schedule of rates.

SECTION I.11: QUALITY PLANS AND CONTROL

The Contractor shall implement a quality assurance system that replicates an ISO 9001 and appoint a quality manager who shall ensure that members of the Contractor's staff comply with the requirements of the quality system. The quality system and the methods used to implement it shall be described in a quality plan produced by the Contractor.

The Contractor shall submit the quality assurance system he proposes using to the Employer's Agent, for his approval, within two weeks after receiving the first Works Project. The system shall record the lines and levels of responsibility and indicate the method by which testing procedures will be conducted. Once accepted by the Employer's Agent, the Contractor shall not deviate from it unless written notification of proposed changes have similarly been submitted and approved.

The system shall provide for a method statement for each construction activity for which a pay item is provided in the Pricing Schedule. Each method statement shall be submitted to the Employer's Agent for his approval two weeks prior to commencement of the activity. Where appropriate the Contractor shall make use of the Employer's manuals in preparing his method statements. No construction activity shall commence before the Employer's Agent has approved the Contractor's quality assurance system.

The following must be included in the Quality Management System:

- Quality Plan for the contract
- Quality Policy
- Index of Procedures to be used
- A schedule of internal and external audits during the contract

The Employer's Agent indicates those documents required to be submitted for either information, review or acceptance and the Contractor indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the Employer's Agent responding to documents submitted by the Contractor for review or acceptance within the period for reply prior to such documents being used by the Contractor.

SECTION I.12: ACCOMMODATION OF TRAFFIC ON PUBLIC ROADS OCCUPIED BY THE CONTRACTOR

No accommodation of traffic on public roads will be required for this Contract. Accommodation of traffic and plant within the City's depots will be included in the rates.

SECTION I.13: OTHER CONTRACTORS ON SITE

The site location will be at the respective depot where Works are required. The depots will continue to operate as normal and it is the responsibility of the Contractor to manage his crushing, screening and stockpiling operations taking normal depot operations into account. In addition, the Contractor shall co-operate with the depot management and other contractors utilising the depot.

SECTION I.14: TESTING, COMPLETION, COMMISSIONING AND REPAIR OF DAMAGES**The work to be done by the Completion Date:**

The contractor shall complete all specified works by the due completion date as stated in the works project award letter.

Final completion and acceptance of the services rendered under a particular work projects will be

achieved once all the items listed in the below table have been completed to the satisfaction of the employer's agent/representative.

Item of work	To be completed by
Complete topographical survey of stockpile area for determining the volume of processed pavement material for payment purposes, in accordance with the provision of section C4.1 of the Pricing Schedule.	Survey report to be submitted within one week of completion of crushing, screening and stockpiling operations.
Completed process control and acceptance testing results in accordance with the requirements of Section C4.1 of the Standard Specification.	Process control and acceptance testing results to be submitted within one week of completion of crushing, screening and stockpiling operations.
Repairs to damaged depot infrastructure directly attributable to the contractor's operations.	Within one week of completion of crushing, screening and stockpiling operations.
Reinstatement of the work area to its original condition.	Within one day of completion of crushing, screening and stockpiling operations.

The Contractor shall provide the following:

- The Contractor shall provide all materials, facilities and apparatus required for any test and/or inspections required in terms of the contract.
- The Contractor shall provide samples as required in terms of the contract.

SECTION I.15: RECORDING OF WEATHER

Recording of weather data (temperature, rainfall and wind) is the responsibility of the Contractor and will be agreed with the Employer's Agent/Representative. The Contractor shall submit to the Employer's Agent/Representative claims for all time lost due to inclement weather within one (1) working day of the claim day. A record of inclement weather shall be kept by the Contractor and recorded at site meetings or in formal site correspondence on a regular basis. The onus is on the Contractor to prove these claims.

In the event of a claim due to inclement weather, if so agreed by the Employer's Agent and Employer, the Contractor will be granted extension of time on the deliverable date set out in the Works Project documentation.

SECTION I.16: FORMAT OF COMMUNICATIONS

Different types of communications used:

- Site instructions
- Site requests
- Request for inspection
- Site inspections by the Employer's Agent/Representative at an appropriate frequency
- Meetings with the Employer at an appropriate frequency
- E-mail correspondence

SECTION I.17: KEY STAFF

The Contractor shall provide an organogram and CVs of his key staff and their line of authority and communication for approval by the Employer's Agent/Representative.

SECTION I.18: MANAGEMENT MEETINGS

The Contractor shall attend management meetings at the Employer's Agent's request. It is envisaged that at least monthly (or reduced interval) contract management meetings will be held depending on the duration of each works project.

The Contractor will also be required to attend a safety meeting once a month. The Contractor will also attend a kick off meeting and a close off meeting. The Contractor will be required to present all relevant information including early warnings of compensation events (claims), quality plans, schedules, (including progress), subcontractor management, and health, environmental and safety issues at such

meetings.

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purposes of confirming actions or instructions under the contract as these are to be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

SECTION I.19: FORMS FOR CONTRACT ADMINISTRATION

Forms for contract administration will be supplied by the Contractor for approval before the Works commence.

SECTION I.20: DAILY RECORDS

The Contractor shall keep detailed daily records of all his personnel and plant engaged on Site and the working areas (including sub-contractors) with access to such daily records being available for inspection by the Employer's Agent at all reasonable times.

A daily site diary shall be kept by the Contractor which will be signed off by the Employer's Agent/ Representative. The diary will include the following: plant on site, weather data, site instructions, personnel on site, haulage information, drawings received, progress, production, main activities and incidents on site.

SECTION I.21: PROJECT SPECIFICATIONS REFERRING TO COTO STANDARD SPECIFICATIONS

Amendments to the standard specifications are included in **Section J: Project Specification Amendments to the COTO Standard Specifications**.

- (i) The Project Specifications form an integral part of the contract documents and supplement the standard specifications.
- (ii) In the event of any discrepancy between the Project Specifications and a part of the standard specifications or the schedule of quantities, the Project Specifications shall take precedence.
- (iii) The standard specifications, which form part of this contract, have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

SECTION J: PROJECT SPECIFICATION AMENDMENTS TO THE COTO STANDARD SPECIFICATIONS

Notes to tenderer:

1. This Section J contains amendments to the Standard Specification, including additional clauses, amendment to clauses or deletion of clauses and specifications, required for this particular contract. Where the Standard Specifications allow a choice to be specified in the Contract Documentation or Project Specifications, between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract, these selections are not made in this Section J. Details of such alternatives or additional requirements applicable to this contract are contained in Section K: Specification Data. Section K also contains project specific sections for other sections of the document where applicable.
2. The number of each clause and each payment item in this part of the project specifications follows the numbering format of the standard specifications.

COTO CHAPTER 1: GENERAL**SECTION A1.1: GENERAL PREAMBLE****PART A: SPECIFICATIONS****A1.1.2 DEFINITIONS**

Amend the following definition:

"Pricing Schedule – shall mean the Schedule of Rates document so designated in, and forming part of, the Tender. The Schedule of Rates forms part of the Pricing Data that lists the items of work and the rates associated with each item to allow the Contractor to be paid at regular intervals an amount equal to the agreed rate for the work multiplied by the quantity of work completed so designated in the Works Contract Bill of Quantities."

SECTION C1.1: GENERAL PREAMBLE**PART C: MEASUREMENT AND PAYMENT****C1.1.3 PAYMENT**

Add the following new subclauses:

"C1.1.3.9 Reduced payments for substandard work

Where provision for reduced payments for sub-standard work is made in the Contract Documentation, acceptance of reduced payment for substandard work may be accepted by the Engineer subject to prior approval by the Employer."

SECTION A1.2: GENERAL REQUIREMENTS AND PROVISIONS**PART A: SPECIFICATIONS****A1.2.3 GENERAL****A1.2.3.17 Site security**

Add the following new paragraph after the last paragraph:

"Certain Roads Depots may be located in areas known for high levels of crime. In certain instances, additional security guards may be provided at the site camp as an additional security measure as instructed by the Engineer or agreed between the parties and pay item no. C1.2.10 caters for such instances.

The Contractor shall allow for his own security for "normal" circumstances to improve safety in and around the site and its offices as part of his general obligations. Notwithstanding any other clauses in this document, the Contractor should allow for insurances, fencing, lockable gates, and any other security measures deemed necessary by the contractor to keep all site personnel and equipment safe. The South African Police Services should be consulted regularly concerning the site."

SECTION C1.2: GENERAL REQUIREMENTS AND PROVISIONS**PART C: MEASUREMENT AND PAYMENT****(iv) Items specifically for this Section of the specifications**

Add the following new pay items:

"Item	Description	Unit
C1.2.10	Additional security:	
C1.2.10.1	Provision of un-armed PSiRA registered security guards as instructed or agreed:	
(a)	Grade of security guard	man-day
C1.2.10.2	Extra-over item C1.2.10.1 above for un-armed security guards working overtime, night work, or on a Sunday or public holiday when instructed:	
(a)	Grade of security guard	man-day
C1.2.10.3	Two-way hand held radios	man-day

The unit of measurement shall be a 10 hour shift or portion thereof worked by a security guard.

The unit of measure for item C1.2.10.1 shall be the number of man-days that the un-armed security guard(s) have worked and shall be measured from the time the person(s) arrives at their post until the time they leave. This item shall only be paid for additional security guards requested or instructed by the employer's agent/representative or as agreed in advance between both parties. Security not agreed on in advance shall not be payable.

The tendered rate shall be based on the PSiRA published rates for the applicable grade and cover the cost of wages, transport to and from site, all personal protective equipment, any other costs, profit and mark up.

The tendered rate for C1.2.10.2 shall be based on the PSiRA published rates for overtime/night work, public holidays or Sundays for un-armed security guards and shall only cover the additional costs associated with working overtime, working at night or working on a Sunday or public holiday. The basic rate shall be covered in item C1.2.10.1. This item will only be paid when the has specifically requested work to be carried out during overtime, at night, or on a Sunday or public holiday, or if it has been agreed upon in advance between the employer's agent/representative and the service provider. If the service provider choses to work during these times for whatever reason without an instruction or a prior agreement, this item will not be paid.

The unit of measure for C1.2.10.3 shall be the man-day that each two-way radio is maintained on site. The tendered rate shall include the full costs of supplying the radio(s) to the guard(s) and all time and operating costs associated with maintaining the radios on site for effective communication. The number of radios per site shall be agreed upon in advance. The man-days claimed shall match those of the security guards on site that have been allocated the radios.

Item	Description	Unit
C1.2.11	Independent professionally registered surveyor:	
(a)	Completion of survey and provision of survey information and drawings: Stockpile area $\leq 5\,000\text{m}^2$	Lump Sum
(b)	Completion of survey and provision of survey information and drawings: Stockpile area $> 5\,000\text{m}^2, \leq 10\,000\text{m}^2$	Lump Sum
(c)	Completion of survey and provision of survey information and drawings: Stockpile area $> 10\,000\text{m}^2, \leq 15\,000\text{m}^2$	Lump Sum
(d)	Completion of survey and provision of survey information and drawings: Stockpile area $> 15\,000\text{m}^2, \leq 25\,000\text{m}^2$	Lump Sum
(e)	Travelling costs	Kilometre (km)
(f)	Additional field survey (if required)	Hour (hr)
(g)	Updating survey drawings and volumetric data (if required)	Hour (hr)

The unit of measurement under subitems (a) to (d) is the lump sum and shall apply to each survey area where material is stockpiled, irrespective of the number of individual stockpiles located within the survey area.

The tendered rate under subitems (a) to (d) shall include full compensation for completing the topographical survey by a professionally registered surveyor of the stockpile area as instructed by the employer's agent/representative, and providing the layout drawings and volumetric data of the stockpile(s) to the employer's agent/representative. It is a requirement that the stockpile area be surveyed before crushing commences and after the crushing operation has been completed and the tendered rate shall include full compensation in this respect.

The unit of measurement under subitem (e) shall be the kilometre travelled from the surveyor's office to the stockpile site (round-trip).

The unit of measurement under subitems (f) and (g) is the hour of additional survey work carried out on instruction of the employer's agent/representative (if required).

Payment of the lump sum tendered will be made on completion of the survey work and receipt of the survey information by the employer's agent/representative.

Payment of subitem (e) will be made on presentation of signed travel log sheets."

SECTION C1.3: CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS**PART C: MEASUREMENT AND PAYMENT****(iv) Items specifically for this Section of the specifications****C1.3.1 The Contractor's general obligations:**

Add the following new pay item:

"Item	Description	Unit
C1.3.1.4	Standing time on instruction of the Employer's Agent	Day (day)

The unit of measurement shall be the working day, which shall be considered to be 10 hours between sunrise and sunset. Parts of a working day shall be calculated pro rata.

The tendered rate per working day shall include full compensation for standing time for all plant and labour on the written instruction of the Employer's Agent. On instruction for standing time, only item C1.3.1.4 will be paid. Item C1.3.1.3 will not be paid during this time."

SECTION A1.6: CLEARING AND GRUBBING**PART A: SPECIFICATIONS****A1.6.1 SCOPE**

Add "and depot yard areas" at the end of bullet point no. 4.

A1.6.7 EXECUTION OF THE WORKS**A1.6.7.1 Areas to be cleared and grubbed**

Add "and/or depot yard areas" after "as well as borrow areas" in the first sentence.

SECTION C1.6: CLEARING AND GRUBBING**PART C: MEASUREMENT AND PAYMENT****(iv) Items specifically for this Section of the specifications**

Replace "hectare (ha)" with "square metre (m²)" in all instances.

SECTION A1.7: LOADING AND HAULING**PART A: SPECIFICATIONS****A1.7.2 DEFINITIONS**

Amend the definition of "Hauling" to read as follows:

"Hauling - is the moving of loaded construction material from the point of excavation, or crushing/processing, or from a stockpile or windrow, to the point of use on the site or to designated spoil or stockpile areas where these spoil or stockpile areas are not located within the depot yard area where the crushing/processing operation takes place. The hauling operation shall include the off-loading of the material at the point of use on site, at

the temporary or permanent stockpiles or at the designated spoil sites as applicable.”

SECTION C1.7: LOADING AND HAULING

PART C: MEASUREMENT AND PAYMENT

(ii) Items that will not be measured separately

Add the following point no. 5:

“The loading, moving and/or haulage of material within the confines of the depot for processing and stockpiling purposes will not be measured and paid for separately.”

PART C: MEASUREMENT AND PAYMENT

(iv) Items specifically for this Section of the specifications

“Item	Description	Unit
--------------	--------------------	-------------

C1.7.1	Hauling	
---------------	----------------	--

Amend item C1.7.2.2 to read as follows:

“C1.7.2.2	Hauling material to spoil or stockpile site and off-loading at at a designated spoil or stockpile area.”	
-----------	--	--

Amend sub item (b) to read as follows:

“(b)	Crushed/processed pavement material”	
------	--------------------------------------	--

COTO CHAPTER 4: EARTHWORKS AND PAVEMENT LAYERS: MATERIALS**SECTION C1.1: BORROW MATERIALS****PART C: MEASUREMENT AND PAYMENT****(iv) Items specifically for this Section of the specifications****C4.1.6 Providing crushing, screening and related plants:**

Add the following to the payment description:

“A horizontal shaft impact (HSI) crusher is required to crush the material to a maximum fraction size of 20mm or 10mm.”

Amend the payment terms in the last paragraph as follows:

“Payment for establishing the crushing plant and/or screening plant shall be made in three instalments as follows:

- i) Fifty percent (50%): on production of approved material in a trial section
- ii) Further thirty five percent (35%): for production of 100% approved material on stockpile
- iii) Final fifteen percent (15%): after completion of crushing operations and de-establishment of plant.”

Amend pay item C4.1.7 to read as follows:

“Item	Description	Unit
C4.1.7	Producing the material by:	
C4.1.7.1	Reclaimed asphalt crushing and screening to maximum fraction size of 20mm to a volume:	
	(a) not exceeding 5 000m ³	cubic metre (m ³)
	(b) exceeding 5 000m ³ but not exceeding 10 000m ³	cubic metre (m ³)
	(c) exceeding 10 000m ³	cubic metre (m ³)
C4.1.7.2	Reclaimed asphalt crushing and screening to maximum fraction size of 10mm to a volume:	
	(a) not exceeding 500m ³	cubic metre (m ³)
	(b) exceeding 500m ³ but not exceeding 1 000m ³	cubic metre (m ³)
	(c) exceeding 1 000m ³	cubic metre (m ³)
C4.1.7.3	Unreinforced concrete crushing and screening to maximum fraction size of 10mm to a volume:	
	(a) not exceeding 100m ³	cubic metre (m ³)
	(b) exceeding 100m ³ but not exceeding 1 000m ³	cubic metre (m ³)
	(c) exceeding 1 000m ³	cubic metre (m ³)

C4.1.7.4 Reinforced concrete crushing and screening to maximum fraction size of 10mm to a volume:

- (a) not exceeding 100m³. cubic metre (m³)
- (b) exceeding 100m³ but not exceeding 1 000m³ cubic metre (m³)
- (c) exceeding 1 000m³. cubic metre (m³)

C4.1.7.5 Trial crushing and screening as instructed by the Employer's Agent (100m³ per depot) of:

- (a) Processed reclaimed asphalt to maximum fraction size of 20mm. cubic metre (m³)
- (b) Processed reclaimed asphalt to maximum fraction size of 10mm cubic metre (m³)

The unit of measurement shall be the cubic metre of approved material (type as indicated) crushed by an HSI mobile crusher plant and screened to the specifications, supplied and delivered to the stockpiles as specified. The volumes of crushed material shall be surveyed and measured from the stockpiled material. The Contractor is to ensure that material from the stockpile is not moved or taken before the survey can be completed.

The processed RA stockpiles will only be surveyed for payment purposes after the material has been tested and accepted by the Employer's Agent after which time the Contractor do something else. The Contractor will appoint an independent SAGC (South African Geomatics Council) professionally registered surveyor to complete the survey.

The Contractor will be liable for reduced payments in the event of the crushed material not achieving the desired grading. Test samples, for grading analysis, are to be taken each day during production. This will form part of the final acceptance control of the processed RA.

Grading analysis testing must be done on the processed RA and must fall within the target grading envelope of either the 20mm or 10mm maximum fraction size, as seen in the tables and graphs below. If the test results of the stockpile fall within the target grading, 100% payment will be made of the volume measured. If the test results of the stockpile fall outside the target grading but within the partial payment envelope, 85% payment will be made of the volume measured. If the test results indicate that the grading falls out of the partial payment envelope at any point, the processed RA will not be accepted.

In addition to the crushing and screening, these items will include the cost of process control testing which the Contractor does for his own quality assurance.

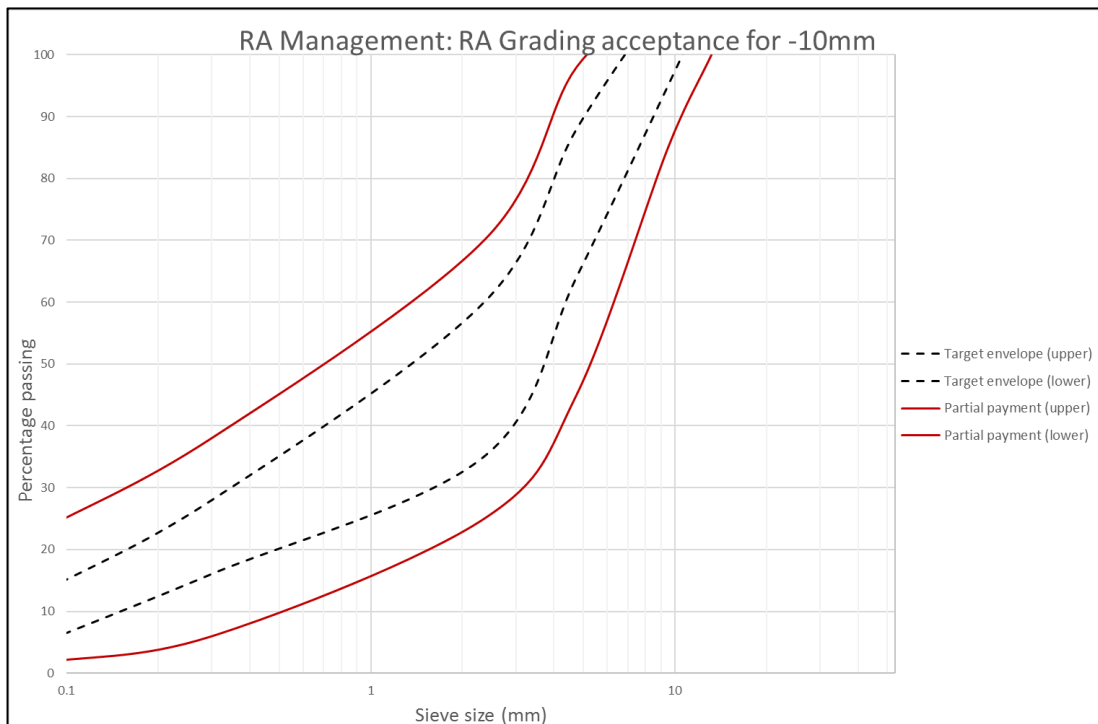
Grading limits for processing RA to maximum fraction size of 20mm

SIEVE SIZES (mm)	PERCENT PASSING (%)			
	TARGET UPPER	TARGET LOWER	PARTIAL UPPER	PARTIAL LOWER
37.5	100	100	100	100
28	100	90	100	80
20	100	80	100	65
14	97	70	100	55
5	75	40	85	25
2	45	20	60	10
0.425	18	5	30	3
0.075	7	0	15	0



Grading limits for processing RA to maximum fraction size of 10mm

SIEVE SIZES (mm)	PERCENT PASSING (%)			
	TARGET UPPER	TARGET LOWER	PARTIAL UPPER	PARTIAL LOWER
14	100	100	100	100
5	88	64	98	45
2	60	35	70	25
0.425	28	16	38	6
0.075	12	4	22	1.5



The tendered rates shall include full compensation for transporting to crusher (from stockpiles within depot area used for crushing/processing operation), crushing, screening, transporting, off-loading and stockpiling of these materials at the specified stockpile sites (within depot area used for crushing/processing operation), and for any other processing, treatment or operation necessary for the proper execution of the work to the satisfaction of the engineer.

Transporting the crushed/processed material to sites not within the same depot area will be paid for under items C1.7.1 and C1.7.2.

Stockpiles shall be created in accordance with the stockpiling techniques of the Technical Recommendations for Highways (TRH) 21 guidelines.

Payment of this item will only be made after a survey of the stockpiles has been conducted, acceptance control has been carried out and the quantities have been agreed on by all parties."

C4.1.8 Moving and re-erecting the crushing, screening and related plants on the site

Amend the last paragraph of the payment description as follows:

"The tendered rates shall include full compensation for dismantling the plant, loading, transporting, off-loading and re-erecting it at new positions (within a 20 km radius), and recommissioning it."

COTO CHAPTER 20: QUALITY ASSURANCE**SECTION C20.1: TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP****PART C: MEASUREMENT AND PAYMENT**

Add the following pay item:

"Item	Description	Unit
C20.1.6	Provision for commercial laboratory testing:	
(a)	TMH5, MB1: Sampling from stockpiles	Number (No.)
(b)	SANS 3001-GR1: Wet preparation and particle size analysis	Number (No.)
(c)	SANS 3001-GR2: Grading: sieve analysis	Number (No.)
(d)	SANS 3001-GR3: Particle size analysis of material smaller than 2mm (hydrometer method)	Number (No.)
(e)	SANS 3001-GR10: Determination of the one-point liquid limit, plastic limit, plasticity index and linear shrinkage	Number (No.)
(f)	SANS 3001-GR30: Determination of the maximum dry density and optimum moisture content	Number (No.)
(g)	SANS 3001-GR40: California Bearing Ratio (CBR)	Number (No.)
(h)	SANS 3001-AG1: Particle size analysis of aggregates by sieving	Number (No.)
(i)	SANS 3001-AG10: ACV and 10% FACT values of coarse aggregates	Number (No.)
(j)	Other tests requested by the employer's agent/representative	Provisional Sum
(k)	Contractor's handling costs, profit and all other charges in respect of item C20.1.6(j)	Percentage (%)
(l)	Travelling costs	Kilometre (km)

The unit of measurement for subitems (a) to (i) is the number of samples taken and/or tests carried out by an independent SANAS accredited commercial soils laboratory at the employer's agent's/representative's instruction, in accordance with the requirements of the specified sampling and/or test method.

The tendered rate under subitems (a) to (i) shall included full compensation for completing the sampling and/or testing as specified and reporting the results to the employer's agent/representative.

Payment for expenditure under this item will be made in full as and when the money is expended subject to written proof by the Contractor of payment of the amounts and receipt by the Employer's Agent/Representative of the results of the testing undertaken. No payment other than that provided above will be made in respect of laboratory testing.

The item does not include for the Contractor's own process control testing of workmanship and materials.

Expenditure under subitems (j) and (k) shall be made in accordance with the Conditions of Contract.

The provisional sum under subitem (j) shall cover the cost of any additional testing that may be required at the instruction of the Employer's Agent/Representative and is carried out by a SANAS accredited commercial soils laboratory, as well as the transport of the relevant samples. Under subitem (j), the Contractor shall be required to pay for all testing instructed by the Employer's Agent/Representative and carried out by a commercial laboratory and the Contractor shall be reimbursed for the invoiced costs. Measurement and payment shall be based on invoices submitted to the Employer's Agent/Representative. Three quotes from SANAS accredited commercial laboratories shall be submitted to the Employer's Agent/Representative for approval before any additional testing may be carried out under subitem (j).

The tendered percentage under subitem (k) is a percentage of the amount actually spent under subitem (j) and shall include full compensation for all charges and incidental costs of the contractor, profit and overheads in connection with the laboratory testing.

The unit of measurement under subitem (l) shall be the kilometres travelled for the sampling of stockpiled material by a commercial soils laboratory from the commercial soils laboratory to the stockpile site (round-trip).

Payment of subitem (l) will be made on presentation of signed travel log sheets.”

SECTION K: SPECIFICATION DATA

Notes to tenderer:

- 1. In certain clauses, the Standard Specifications allow a choice to be specified in the Contract Documentation or Project Specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this Section K: Specification Data.**
- 2. The number of each clause and each payment item in this part of the project specifications follows the numbering format of the COTO standard specifications.**

COTO CHAPTER 1: GENERAL

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA						
1			GENERAL							
	A1.1		GENERAL PREAMBLE							
		A1.1.2	DEFINITIONS							
			Conditions of Contract	The General Conditions of Contract (revised July 2010) as published by National Treasury (Schedule 8) and as amended by the Special Conditions of Contract (Schedule 7) shall apply.						
			Site / Site of the Works	The site of the works shall be at any City of Cape Town Roads depot as instructed by the Engineer/Employer's Agent/ Employer's Representative.						
	A1.2		GENERAL REQUIREMENTS AND PROVISIONS							
		A1.2.3	GENERAL							
			A1.2.3.3 Environmental management	The requirements for environmental management are indicated in Section L.5.						
			A1.2.3.4 Extension of time for delays caused by rainfall	Any extension to the time of delivery will be done in accordance with GCC clause 21.2.						
			A1.2.3.5 Handing-over of the Site of the Works	The conditions for handing-over of the Site of the Works are as follows: a) Sequence: The enire site will be handed over to the Employer upon completion of the work. b) Temporary deviations: Not applicable. c) Half or partial width sections: Not applicable d) Unrestricted sections: Not applicable e) Other requirements are specified in Section I of the Specifications.						
			A1.2.3.10 Notices, signs and advertisements	No contract sign board will be required.						
			A1.2.3.12 Ownership of assets and disposal of non-usable assets	The Non-usable assets to be disposed by the Contractor is listed in the following disposal plan: Disposal plan <table><tr><td>Asset description</td><td>Estimated quantity</td><td>Disposal requirement</td></tr><tr><td colspan="3">Not applicable to this contract</td></tr></table>	Asset description	Estimated quantity	Disposal requirement	Not applicable to this contract		
Asset description	Estimated quantity	Disposal requirement								
Not applicable to this contract										
			A1.2.3.13 Prevention of damage to nearby properties and services	Structures that could be affected by excessive ground vibrations are listed in the following table: <table><tr><td>Structure</td><td>Type</td><td>Location</td></tr><tr><td colspan="3">To be determined per works project</td></tr></table>	Structure	Type	Location	To be determined per works project		
Structure	Type	Location								
To be determined per works project										

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			A1.2.3.15 Routine maintenance	Not applicable to this contract.
			A1.2.3.18 Stakeholder liaison	Not applicable to this contract. Contractor to liaise with depot management on a regular basis.
			A1.2.3.20 Road safety audits	Not applicable to this contract.
			A1.2.3.22 Wayleaves/Agreements and Permits	See Section I.2 for any additional requirements not covered under this clause.
		A1.2.7	EXECUTION OF THE WORKS	
			A1.2.7.1 Programme of work	
			a) General	A scheme 1 programme shall apply.
	A1.3		CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS	
		A1.3.3	GENERAL	
			A1.3.3.1 Construction camps	See Section I.5
	A1.7		LOADING AND HAULING	
		A1.7.7	EXECUTION OF THE WORKS	The Contractor must provide the Engineer with the certified carrying capacity of each vehicle before any construction materials can be transported.

COTO CHAPTER 4: EARTHWORKS AND PAVEMENT LAYERS: MATERIALS

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
4			EARTHWORKS AND PAVEMENT LAYERS: MATERIALS	
	A4.1		BORROW MATERIALS	
		A4.1.3	GENERAL	
			A4.1.3.1 Employer identified borrow pits and quarries	Various CCT roads depot stockpile sites.
			A4.1.3.2 Contractor identified borrow pits and quarries	Not applicable to this contract.
			A4.1.3.3 Negotiations with landowners or legal occupants of land	Stockpile sites located on CCT property.
			A4.1.3.4 Contractor prepared plans for borrow materials	Not applicable to this contract.
		A4.1.7	EXECUTION OF WORKS	
			A4.1.7.2 Borrow pit and Quarry operations	
			a) General control at the borrow pits and quarries	A materials manager will be required at the processing and stockpile site.
			g) Selection and excavation of material in borrow pits	An excavation controller is not required.
			A4.1.7.3 Stockpiles	
			b) Stockpiling of the material	A stockpile controller will be required at the processing and stockpile site.
			c) Reinstatement of stockpiles site	Not applicable to this contract.
	C4.1		BORROW MATERIALS PART C: MEASUREMENT AND PAYMENT	
	D4.1		BORROW MATERIALS PART D: GUARANTEES AND COMPLIANCE CERTIFICATES	Not applicable to this contract.

COTO CHAPTER 20: QUALITY ASSURANCE

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
20			QUALITY ASSURANCE	
	A20.1		TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP	
		A20.1.3	TESTING METHODS	
			A20.1.3.3 The Costs of Testing	
			a) Material and workmanship for quality control	Clause (i)(2.) shall apply; viz. process control testing is carried out by the Contractor, and acceptance control testing by the Engineer. The cost of process control testing is borne by the Contractor and the cost of acceptance control testing is borne by the Employer and will be paid under item C20.1.6.

CITY OF CAPE TOWN

URBAN MOBILITY: ROADS INFRASTRUCTURE MANAGEMENT

CONTRACT NO. 122S/2022/23

TERM TENDER FOR THE AD-HOC CRUSHING, SCREENING AND STOCKPILE MANAGEMENT
OF RECLAIMED ASPHALT (RA) AND GRANULAR MATERIAL IN THE CITY OF CAPE TOWN

SECTION I: MANAGEMENT

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I.1 FORMS FOR CONTRACT ADMINISTRATION

The Contractor shall complete, sign and submit with each monthly statement for payment in respect of each Works Project contract, the following updated returns (the format of which are attached in C3.6 Annexes):

- a) Monthly Project Labour Report (Annex 1)
- b) B-BBEE Sub-Contract Expenditure Report (Annex 2)
- c) Joint Venture Expenditure Report (Annex 3)
- d) Targeted Labour Contract Participation Expenditure Report (Annex 4)
- e) Targeted Enterprises Contract Participation Expenditure Report (Annex 5)

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

In addition to the Monthly Project Labour Report the Contractor shall simultaneously furnish the Employer's Agent with copies of the signed employment contracts entered into with such labour, together with certified copies of identification documents 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 Employer's Agent.

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein and copies of all submitted documents must be kept on Site be made available to the employer's agent upon request.

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

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

The Targeted Labour Contract Participation Expenditure Report is required for monitoring the contractor's compliance for achieving the specified minimum targeted labour contract participation goal (CPG_L) and, if applicable, for calculating any penalty in terms thereof.

The Targeted Enterprises Contract Participation Expenditure Report (if applicable) is required for monitoring the contractor's compliance for achieving the specified minimum targeted enterprises contract participation goal (CPG_E) and, if applicable, for calculating any penalty in terms thereof.

The Expenditure Reports shall be verified by the Employer's Agent/Employer's Agent's Representative.

In respect of Annexes 2 and 3, the Employer shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preferencing conditions in the **Preference Schedule** in Schedule 3. In the case of joint ventures (Annex 3), the contractor shall prove his compliance with item 6) in Section 2 of the **Preference Schedule** by providing a consolidated scorecard at his own cost on instruction from the Employer's Agent.

I.2 PARTICIPATION OF TARGETED LABOUR

I.2.1 Minimum targeted labour contract participation goal

In support of the National Department of Public Works' Expanded Public Works Programme which is aimed at alleviating poverty through the creation of temporary employment opportunities using labour intensive methodologies and practices where possible, the Employer is seeking to increase the intensity of labour, as appropriate, in all of its infrastructure sector projects.

It is a requirement of this term tender contract, therefore, that the work be executed in such a manner so as to maximise the use of labour intensive construction methods in order to provide low and semi-

skilled temporary employment opportunities.

To this end, a minimum targeted labour contract participation goal is specified below, which shall be achieved by the Contractor in the performance of each Works Project contract, failing which, penalties as described will be applied. The Contractor is required to provide all skills training where necessary, so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of training shall be included in the rates for the various work activities.

The specified minimum targeted labour contract participation goal (CPG_L) is

0

The minimum CPG_L is such that the Contractor will have to carry out some of the work that would normally have been undertaken using mechanised construction methods, by using labour intensive construction methods instead. It is left to the discretion of the Contractor to identify suitable work activities for the intensification of labour. The Contractor shall, within 5 working days of being requested in writing by the Employer's Agent to do so, submit details of his/her plan to achieve the minimum CPG_L in the Works Project. If, due to the selection of items and quantities in any individual Works Project, it is not possible for the Contractor to achieve the specified minimum CPG_L on that particular Works Project, then the Employer's Agent, at his/her sole discretion, may reduce such minimum CPG_L upon motivation by the Contractor.

I.2.2 Definitions

For the purposes of the requirements in respect of the participation of targeted labour, the following definitions shall apply:

"Target area" means the geographical area described in the Works Project contract document.

"Targeted labour contract participation goal (CPG_L)" means the sum of the wages (excluding any benefits), for which the Contractor, or any of his/her sub-contractors contracts targeted labour in the performance of the contract, expressed as a percentage of the value of the contract.

"Targeted labour" means low and semi-skilled individuals, whose wages (excluding any benefits) do not exceed the threshold value, who reside in the target area, that are employed by the Contractor, or any of his/her sub-contractors, in the performance of the contract.

"Threshold value" is R350.00 per day as adjusted from time to time (excluding any benefits). The threshold value is not to be confused with any industry sector minimum wage determined in accordance with the Basic Conditions of Employment Act, 75 of 1977.

"Value of the contract" means the **Works Project** contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

I.2.3 The selection and recruitment of targeted labour

Where targeted labour is to be drawn from specific local communities (defined in terms of the target area), such labour shall be identified using the relevant Sub-Council Job-Seekers Database. The Contractor shall request, via a Community Liaison Officer (if required in terms of the contract), a list of suitable candidates from the database, from which the Contractor shall make his/her final selection. The contractor shall enter into written contracts of temporary employment with all targeted labour.

Any difficulty experienced by the Contractor in identifying candidates through the Job-Seekers Database, or as regards any matter relating to the employment of targeted labour, shall be immediately referred to the Employer's Agent.

I.2.4 Contract participation goal credits

Credits towards the achieving the minimum CPG_L shall be granted by converting the total monetary value of wages paid to targeted labour (including that of sub-contractors) to a percentage of the value of the contract. No credits shall be accorded should the contractor/sub-contractor fail to enter into written contracts with the targeted labour. Furthermore, no credits shall be accorded in respect of targeted labour employed on work in respect of provisional sums or prime cost items. Such labour shall nevertheless be recorded on the Monthly Project Labour Report which is required to be furnished by the Contractor.

I.2.5 Training of targeted labour

The Contractor is required to provide all informal (on-the-job) skills training so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of informal training shall be included in the rates for the various work activities.

I.2.6 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted labour contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPG}_L^S - \text{CPG}_L^A) \times P^*$$

Where CPG_L^S = the specified minimum targeted labour contract participation goal (expressed as a percentage).

CPG_L^A = the targeted labour contract participation goal achieved (expressed as a percentage).

P* = the value of the contract.

I.3 COMMUNITY LIAISON OFFICER

A Community Liaison Officer (CLO) will not be required for any Works Projects.

I.4. PARTICIPATION OF TARGETED ENTERPRISES

I.4.1 Minimum targeted enterprises contract participation goal

It is a requirement of this contract that enterprises located within the target area, as defined, be engaged by the Contractor for the provision of supplies, services or Works necessary for the performance of this contract.

To this end, a minimum targeted enterprises contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

The specified minimum targeted enterprises contract participation goal (CPG_E) is

0

The Contractor shall engage targeted enterprises directly or indirectly in the performance of the contract to the extent that the total monetary value of such engagements (exclusive of VAT), expressed as a percentage of the value of the contract, is sufficient to achieve the specified minimum CPG_E.

I.4.2 Definitions

For the purposes of the requirements in respect of the participation of targeted enterprises, the following

definitions shall apply:

“Target area” means the geographical area described in the Works Project contract document.

“Targeted enterprises contract participation goal (CPG_E)” means the value of supplies, services or Works (exclusive of VAT), for which the Contractor contracts targeted enterprises, either directly or indirectly, in the performance of the contract, expressed as a percentage of the value of the contract.

“Targeted enterprises” means any sole trader, partnership or legal entity that acts as a supplier, manufacturer, service provider or sub-contractor, and which has its base of operations in the target area.

“Value of the contract” means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

I.4.3 Achieving the contract participation goal

The contractor may achieve the specified minimum CPG_E as follows:

- a) by engaging one or more targeted enterprises to perform commercially useful functions in the performance of the contract;
- b) by engaging non-targeted enterprises, who in turn engage one or more targeted enterprises to perform commercially useful functions in the performance of the contract;
- c) by a combination of the above.

The Contractor shall, within 5 working days of being requested by the Employer’s Agent to do so, submit details of his/her plan to achieve the minimum CPG_E.

I.4.4 Contract participation goal credits

Credits towards achieving the minimum CPG_E shall be granted by converting the total monetary value (exclusive of VAT) of the agreements between the Contractor, or Contractor’s sub-contractors, and targeted enterprises, to a percentage of the value of the contract.

No credits shall be accorded should the Contractor (or sub-contractors):

- a) make direct payment to third parties in connection with the contract on behalf of targeted enterprises, when such payment is recovered by making deductions from payments due to the targeted enterprise;
- b) fail to enter into written contractual agreements with the relevant targeted enterprises.

Credits claimed towards the contract participation goal shall be denied where such written contractual agreements contain any of the following:

- a) conditions which are more onerous than those that exist in the prime contract (this contract);
- b) payment procedures based on a pay when paid system;
- c) authoritarian rights given to the employing contractor, with no recourse to independent adjudication in the event of a dispute arising.

No credits may be claimed in respect of targeted enterprises that do not adhere to statutory labour practices.

No credits shall be accorded in respect of targeted enterprises engaged on work in respect of provisional sums or prime cost items.

In the event that a targeted enterprise sub-contracts to another targeted enterprise, only the value of the higher level sub-contract shall be granted as credit towards achieving the specified minimum CPG_E.

In addition to the form required for contract administration (the Targeted Enterprises Contract Participation Expenditure Report), the Contractor shall furnish the Employer’s Agent, upon written request, with documentary evidence that the targeted enterprises have their base of operations in the target area, copies of the contractual agreements with the various targeted enterprises, as well as

documentary proof of payments made to the various targeted enterprises.

I.4.5 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted enterprises contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPG}_E^S - \text{CPG}_E^A) \times P^*$$

Where CPG_E^S = the specified minimum targeted enterprises contract participation goal (expressed as a percentage).

CPG_E^A = the targeted enterprises contract participation goal achieved (expressed as a percentage).

P^* = the value of the contract.

I.5 ENVIRONMENTAL MANAGEMENT PROGRAMME

Particular Specification E: Environmental Management Specification and its Annexures are attached hereto.

I.6 HEALTH AND SAFETY

Particular Specification H: Health and Safety Specification is attached hereto.

CITY OF CAPE TOWN**URBAN MOBILITY: ROADS INFRASTRUCTURE MANAGEMENT****CONTRACT NO. 122S/2022/23****TERM TENDER FOR THE AD-HOC CRUSHING, SCREENING AND STOCKPILE MANAGEMENT OF RECLAIMED ASPHALT (RA) AND GRANULAR MATERIAL IN THE CITY OF CAPE TOWN****E: ENVIRONMENTAL MANAGEMENT SPECIFICATION****CONTENTS****E1 SCOPE****E2 INTERPRETATIONS**

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- E5.20 Clearance of Site on completion
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- E5.20.2 Clause E4.1.3
- E5.20.3 Clause E4.4
- E5.20.4 Clause E5.4
- E5.20.5 Clause E5.5
- E5.20.6 Clause E5.7
- E5.20.7 Clauses E5.11 to 5.13
- E5.20.8 Clause E5.14
- E5.20.9 Clause E5.19

E6 TOLERANCES

- E6.1 Fines

E7 TESTING**E8 MEASUREMENT AND PAYMENT**

- E8.1 Basic principles

ANNEXURE A: ENVIRONMENTAL METHOD STATEMENT

ANNEXURE B: ENVIRONMENTAL SITE INSPECTION CHECKLIST

ANNEXURE C: CONSTRUCTION PERSONNEL INFORMATION POSTER

E: ENVIRONMENTAL MANAGEMENT SPECIFICATION

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

E1 SCOPE

The Environmental Management Programme (EMP) for the project is comprised of this Environmental Management (EM) Specification and its Annexures, which together cover the requirements for controlling the impact on the environment of construction activities.

E2 INTERPRETATIONS

E2.1 Supporting specifications

The following standardised specification shall, *inter alia*, apply to this Contract:

- a) SANS 1200A, as may be varied or added to in the Scope of Work

E2.2 Application

This EM Specification contains clauses that are generally applicable to the undertaking of construction Works in areas where it is necessary to impose pro-active controls on the extent to which the construction activities impact on the environment.

In the event of any difference or discrepancy between the provisions of the Standardised Specifications and the provisions of the EM Specification, the latter shall prevail.

E2.3 Definitions and abbreviations

For the purposes of this EM Specification the following definitions and abbreviations shall apply:

EJ2.3.1 Environment

- a) The surroundings within which humans exist and that are made up of –
- b) the land, water and atmosphere of the earth;
- c) micro-organisms, plant and animal life;
- d) any part or combination of i) and ii) and the interrelationships among and between them; and
- e) the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

EJ2.3.2 Potentially hazardous substance

A substance which, in the reasonable opinion of the Employer's Agent, can have a deleterious effect on the environment.

EJ2.3.3 Method Statement

A written submission by the Contractor to the Employer's Agent in response to the EM Specification or a request by the Employer's Agent, setting out the plant, materials, labour and method the Contractor proposes using to carry out an activity, in such detail that the Employer's Agent is enabled to assess whether the Contractor's proposal is in accordance with the Scope of Work and/or will produce results in accordance with the EM Specification.

EJ2.3.4 Reasonable

Unless the context indicates otherwise, means reasonable in the opinion of the Employer's Agent after he has consulted with a person suitably experienced in "environmental implementation plans" and "environmental management plans" (both as defined in the National Environmental Management Act, 107 of 1998).

EJ2.3.5 Solid waste

All solid waste, including construction debris, chemical waste, excess cement/ concrete, wrapping materials, timber, tins and cans, drums, wire, nails, domestic waste, dead vegetation, asphalt products, etc.

EJ2.3.6 Contaminated water

Water contaminated by the Contractor's activities containing cements, concrete, lime, paint products, thinners, turpentine, chemicals, fuels, oils washing detergents, etc.

EJ2.3.7 Working area

Any area within the boundaries of the Site where construction is taking place.

EJ2.3.8 Contractor's camp or construction camp

The area designated for all temporary Site offices, storage areas, construction plant parking areas, staff welfare facilities, etc.

EJ2.3.9 Employer's Agent

The person/firm so named in the Contract Data, whose function is to administer the Contract as agent of the Employer.

EJ2.3.10 Employer's Agent's Representative (ER)

The natural person appointed by the Employer's Agent in terms of the Contract, who shall observe the execution of the Works, examine and test materials and workmanship, and deliver and receive communications to/from the Contractor.

EJ2.3.11 Environmental Officer (EO)

Appointed by the Employer's Agent as his environmental representative on Site, with the mandate to enforce compliance with the EMP. The duties of the EO are stipulated in the City's guideline document for the EO and ER.

EJ2.3.12 Environmental Control Officer (ECO)

An independent appointment to objectively monitor implementation of relevant environmental legislation, conditions of Environmental Authorisations (EAs), and the EMP for the project.

EJ2.3.13 Environmental Site Officer (ESO)

Employed by the Contractor as his environmental representative to monitor, review and verify compliance with the EMP by the Contractor. The ESO must ensure that he is involved at all phases of the construction (from Site clearance to rehabilitation).

EJ2.3.14 Abbreviations

The following abbreviations occur in this EM Specification:

EMP - Environmental Management Programme
 EM - Specification – Environmental Management Specification
 EO - Environmental Officer
 ECO - Environmental Control Officer
 ESO - Environmental Site Officer
 ER - Employer's Agent's Representative
 MSDS - Material Safety Data Sheets

E3 MATERIALS**E3.1 Materials handling, use and storage**

The Contractor shall ensure that any delivery drivers are informed of all procedures and restrictions (including "no go" areas) required to comply with the EM Specification. The Contractor shall ensure that these delivery drivers are supervised during offloading by someone with an adequate understanding of the requirements of the EM Specification.

Materials shall be appropriately secured to ensure safe passage between destinations. Loads, including but not limited to, sand, stone chip, fine vegetation, refuse, paper and cement, shall have appropriate cover to prevent them spilling from the vehicle during transit. The Contractor shall be responsible for any clean-up resulting from the failure by his employees or suppliers to properly secure transported materials.

All manufactured and or imported materials shall, where reasonably possible, be stored within the Contractor's camp and, if so required by the Employer's Agent, out of the rain. The location and method of protection of such materials stored outside of the Contractor's camp and the method of rehabilitation of these areas, shall be subject to the Employer's Agent's approval.

Stockpile areas shall be approved by the Employer's Agent before any stockpiling commences.

E3.2 Hazardous substances

Hazardous chemical substances (as defined in the Regulations for Hazardous Chemical Substances in GN 1179 (25 August 1995)) stored on Site for use during construction shall be stored in secondary containers which are clearly and appropriately marked/signed. The relevant Material Safety Data Sheets (MSDS) shall be available on Site. Procedures detailed in the MSDSes shall be followed in the event of an emergency situation.

If potentially hazardous substances are to be stored on Site, the Contractor shall inform the Employer's Agent of such substances and provide a Method Statement detailing the substances/ materials to be used, together with the storage, handling and disposal procedures of the materials. Hazardous substances shall be stored out of flood risk areas and disposal of these substances shall be at a licensed waste disposal facility. **PLANT (referring to "Construction Equipment" as defined in GCC 2010, and the Contractor's facilities as used in SANS 1200A)**

E4 PLANT**E4.1 Fuel (petrol and diesel) and oil****EJ4.1.1 Storage**

If fuel and oil is to be stored on Site, then the Contractor shall submit a Method Statement covering the procedures for dealing with accidental hydrocarbon spillage and leaks, and detailing how these liquids will be stored, handled and disposed of.

The Employer's Agent shall approve the location of all fuel storage areas. All necessary approvals with respect to fuel storage and dispensing shall be obtained from the appropriate authorities. Symbolic safety signs depicting **"No Smoking"**, **"No Naked Lights"** and **"Danger"** conforming to the requirement of SANS 1186 are to be prominently displayed in and around the fuel storage area. There shall be adequate fire-fighting equipment at the fuel storage area.

The Contractor shall ensure that all liquid fuels and oils are stored in tanks with lids, which are kept firmly shut and adequately secured. The capacity of the tank shall be clearly displayed and the product contained within the tank clearly identified using the emergency information system detailed in SANS 0232 part 1. Fuel storage tanks shall have a capacity

not exceeding 9000 litres and shall be kept on Site only for as long as fuel is needed for construction activities, on completion of which they shall be removed.

The tanks shall be situated on a smooth impermeable base with an earth bund. The volume inside the bund shall be 110% of the total capacity of the largest storage tank. The base may be constructed of concrete, or of plastic sheeting with impermeable joints, covered by a layer of compacted earth to protect the sheeting. The impermeable lining shall extend to the crest of the bund. The floor of the storage area shall be sloped to enable any spilled fuel and/or fuel-contaminated water to be removed easily.

If any rainwater collects in the bunded areas, it shall be promptly removed and taken off Site to a disposal Site approved by the Employer's Agent.

Only empty and externally clean tanks may be stored on the bare ground. Empty and externally dirty tanks shall be sealed and stored on an area where the ground has been protected.

Adequate precautions shall be provided to prevent spillage during the filling of any tank and during the dispensing of the contents. If fuel is dispensed from 200 litre drums, the proper dispensing equipment shall be used, and the drum shall not be tipped in order to dispense fuel. The dispensing mechanism for the fuel storage tanks shall be stored in a waterproof container when not in use.

EJ4.1.2 Refuelling

Plant shall be refuelled at a designated refuelling area approved by the Employer's Agent. The surface under the temporary refuelling area shall be protected against pollution to the reasonable satisfaction of the Employer's Agent prior to any refuelling activities. The Contractor shall ensure that there is always a supply of absorbent material (e.g. Spill Sorb or Enretech #1 powder or equivalent) readily available that is designed to absorb, break down and encapsulate minor hydrocarbon spillage. The quantity of such material shall be able to handle a minimum of 200 litres of hydrocarbon liquid spill.

EJ4.1.3 Treatment and remediation

Treatment and remediation of hydrocarbon spill and leak areas shall be undertaken to the satisfaction of the Employer's Agent. In the event of a hydrocarbon spill the source of the spillage shall be isolated and the spillage contained.

E4.2 Ablution and toilet facilities

Washing, whether of the person or of personal effects, defecating and urinating are strictly prohibited other than at the facilities provided.

The Contractor shall provide ablution facilities for all personnel employed on the Site, including shelter, toilets and washing facilities. The Contractor's personnel will not be permitted to use the City's ablution facilities.

Toilet facilities provided by the Contractor shall occur in a ratio of not less than 1 toilet per 30 workers (1:15 is preferred) of each sex. Toilet facilities shall be located within the Contractor's camp, but also at work areas remote from the camp, all to the satisfaction of the Employer's Agent. All portable toilets shall be adequately secured to the ground to prevent them toppling over as a result of wind or any other cause.

The Contractor shall ensure that the entrances to these toilets are adequately screened from view, that they are maintained in a hygienic state, serviced regularly, that no spillage occurs when they are cleaned and that contents are removed from Site. Toilets shall also be emptied before any temporary Site closure for a period exceeding one week. Discharge of waste from toilets into the environment and burial of waste is strictly prohibited. The Contractor shall provide toilet paper at all times.

No ablution facilities shall be located closer than 50m to any water body

A Method Statement shall be provided by the Contractor detailing the provision, location, and maintenance of ablution facilities.

E4.3 Eating areas

The Contractor shall designate eating areas within the approved Contractor's camp. The feeding of, or leaving of food for, animals is strictly prohibited. Sufficient bins, as specified in Clause E4.4 below, shall be present in these areas.

Any cooking on Site shall be done on well-maintained gas cookers with fire extinguishers present. No open fires for cooking purposes shall be permitted, unless for occasional use in facilities specifically provided for this purpose and within the confines of the Contractor's camp.

E4.4 Solid waste management

EJ4.4.1 Litter and refuse

The Site shall be kept neat and clean at all times, littering is prohibited.

No on-site burying or dumping of any waste materials, vegetation, litter or refuse shall occur. The Contractor shall provide scavenger and weatherproof bins with lids, of sufficient number and capacity to store the solid waste produced on a daily basis. The lids shall be kept firmly on the bins at all times. Bins shall not be allowed to become overfull and shall be emptied regularly, at least once a week. Waste from bins may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the Employer's Agent has approved. Wherever possible refuse shall be recycled, and containers for glass, paper, metals and plastics shall be provided and the contents delivered to suitable recycling facilities when necessary.

All other litter and refuse shall be disposed of off Site at an approved landfill site. The Contractor shall supply the Employer's Agent with a certificate of disposal.

EJ4.4.2 Construction waste

Where possible all construction waste or spoil material shall be recycled, either on Site or elsewhere. As a last resort all construction waste shall be disposed of off -site at an approved landfill site. The Contractor shall supply the Employer's Agent with a certificate of disposal.

E4.5 Contaminated water management

Potential pollutants of any kind and in any form shall be kept, stored, and used in such a manner that any spill or escape can be contained and the water table and/or any adjacent watercourses or bodies are not endangered. Spill kits which can be used to contain and/or mop up spills shall be available. Water containing such pollutants as cements, concrete, lime, chemicals, oils and fuels shall be discharged into a conservancy tank for removal from the Site to a licensed disposal facility. This particularly applies to water emanating from concrete batching plants and to runoff from fuel storage, refuelling or construction equipment washing areas. Wash down areas shall be placed and constructed in such a manner so as to ensure that the surrounding areas are not polluted.

No paint products, chemical additives and cleaners, such as thinners and turpentine, may be disposed of into the storm water system or elsewhere on Site. Brush/roller wash facilities shall be established to the satisfaction of the Employer's Agent.

A Method Statement shall be provided by the Contractor detailing the management of contaminated water.

Should contaminated water be released into the environment, specifically into a water course, monitoring thereof shall commence in accordance to the National Water Act, 36

of 1998, Section 21(f) – refer to GN 399 (26 March 2004). Contaminated water must not be released into the environment without authorisation from the relevant authority.

The Contractor shall notify the Employer's Agent immediately of any pollution incidents on Site and, at his own cost, take all reasonable measures to contain and minimise the effects of the pollution.

Any rehabilitation of the environment required as a result of such pollution shall be carried out by the Contractor at his own cost in accordance with a Method Statement approved by the Employer's Agent.

E4.6 Site structures

The type and colour of roofing and cladding materials to the Contractor's temporary structures shall be selected to reduce the visual impact.

E4.7 Lights

The Contractor shall ensure that any lighting installed on the Site for his activities does not cause a reasonably avoidable disturbance to other users of the surrounding area.

Lighting installed shall, as far as practically possible, be energy efficient. Lighting utilised on Site shall be turned off when not in use.

E4.8 Workshop, equipment maintenance and storage

No workshops or plant maintenance facilities shall be constructed on Site for performing major or routine maintenance of equipment and vehicles.

The Contractor shall ensure that in those areas where, after obtaining the Employer's Agent's approval, the Contractor carries out emergency or minor routine plant maintenance, there is no contamination of the soil, water sources or vegetation. Drip trays to collect waste oil and other lubricants shall be provided in any areas of the Site where such maintenance takes place. Drip trays must be emptied regularly and after rain, and the contents disposed of at a licensed disposal facility.

All vehicles and plant shall be kept in good working order. Leaking vehicles and plant shall be repaired immediately or removed from the Site.

The washing of vehicles and plant on Site shall be restricted to emergency or minor routine maintenance requirements only. Washing may only be undertaken in areas designated by the Employer's Agent.

E4.9 Noise

The Contractor shall limit noise levels (for example, by installing and maintaining silencers on plant). The provisions of SANS 1200A Clause 4.1 regarding "built-up areas" shall apply.

Appropriate directional and intensity settings are to be maintained on all hooters and sirens.

No amplified music shall be allowed on Site. The use of audio equipment shall not be permitted, unless the volume is kept sufficiently low so as to be unobtrusive. The Contractor shall not use sound amplification equipment on Site, unless in emergency situations.

Construction activities generating output levels of 85 dB or more in residential areas, shall be confined to the hours 08h00 to 17h00 Mondays to Fridays. Should the Contractor need to do this work outside of the above times, he shall do so only with the approval of the Employer's Agent, and the surrounding communities shall be informed prior to the work taking place.

E5 CONSTRUCTION**E5.1 Method Statements**

The Contractor shall submit the environmental method statements required within such reasonable time as the Employer's Agent shall specify or as required by the EM Specification. The Contractor shall not commence any activity until the Method Statement in respect thereof has been approved and shall, except in the case of emergency activities, allow a period of two weeks for consideration of the Method Statement by the Employer's Agent.

The Employer's Agent may require changes to a Method Statement if the proposal does not comply with the specification or if, in the reasonable opinion of the Employer's Agent, the proposal may result in, or carries a greater than reasonable risk of, damage to the environment in excess of that permitted by the EM Specification.

Approved Method Statements shall be readily available on the Site and shall be communicated to all relevant personnel. The Contractor shall carry out the Works in accordance with the approved Method Statement. Approval of the Method Statement shall not absolve the Contractor from any of his obligations or responsibilities in terms of the Contract.

Changes to the way the Works are to be carried out must be reflected by amendments to the original approved Method Statements, and these amendments require the signature of both the Contractor and the Employer's Agent.

Method Statements shall consider all environmental hazards and risks identified by the Contractor and/or Employer's Agent and shall contain sufficient information and detail to enable the Employer's Agent to assess the potential negative environmental impacts associated with the proposed activity and shall cover applicable details with regard to:

- a) construction procedures,
- b) materials and equipment to be used,
- c) getting the equipment to and from SITE
- d) how the equipment/material will be moved while on SITE,
- e) how and where material will be stored,
- f) the containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur,
- g) the control of fire,
- h) timing and location of activities,
- i) compliance/non-compliance with the EM Specification,
- j) any other information deemed necessary by the Employer's Agent.

The format to be used for the required method statements is bound in Annexure A of this EM Specification. The Contractor (and, where relevant, any sub-contractors) must also sign the Method Statement, thereby indicating that the work will be carried out according to the methodology contained in the approved Method Statement.

EJ5.1.1 Method Statements to be provided within 14 days from the Commencement Date

- a) Layout and Preparation of Contractor's Camp (E5.4).
- b) Ablution Facilities: number of, location, cleaning, method of securing to the ground, etc. of portable toilets (E4.2).
- c) Solid Waste Management: number of, type, location, cleaning, method of securing to the ground, etc. of bins (E4.4).
- d) Environmental Awareness Training: logistics for the environmental awareness courses for all the Contractor's management staff, as well as other employees (E5.2).
- e) Emergency Procedures for Accidental Hydrocarbon Leaks and Spillages (E4.1 and E5.8).

- f) Asphalt and Bitumen: details of all methods and logistics associated with the use of bitumen and asphalt (E5.11).

E5.2 Environmental Awareness Training

It is a requirement of this Contract that environmental awareness training courses are run for all personnel on Site. Two types of courses shall be run: one for the Contractor's and subcontractors' management, and one for all site staff and labourers. Courses shall be run during normal working hours at a suitable venue provided by the Contractor. All attendees shall remain for the duration of the course and sign an attendance register that clearly indicates participants' names on completion, a copy of which shall be handed to the Employer's Agent. The Contractor shall allow for sufficient sessions to train all personnel. Subsequent sessions shall be run for any new personnel coming onto Site. A Method Statement with respect to the organisation of these courses shall be submitted.

Notwithstanding the specific provisions of this clause, it is incumbent upon the Contractor to convey the spirit of the EM Specification to all personnel involved with the Works.

EJ5.2.1 Training Course for Management and Foremen

The environmental awareness training course for management shall include all management and foremen. The course, which shall be presented by the Employer's Agent or his designated representative, shall be of approximately one hour duration. The course shall be undertaken prior to the commencement of work on Site.

EJ5.2.2 Training Course for Site Staff and Labour

The environmental awareness training course for site staff and labour shall be presented by the Contractor from material provided by the Employer's Agent. The course shall be approximately one hour long. The course shall be undertaken not later than 3 working days after the commencement of work on Site, with sufficient sessions to accommodate all available personnel.

All the Contractor's employees, sub-contractors' employees and any suppliers' employees that spend more than 1 day a week or four days in a month on Site shall attend the Environmental Awareness Training Course for site staff and labour.

E5.3 Contractor's Environmental Representative (ESO)

The Contractor shall appoint an environmental representative, also called an Environmental Site Officer (ESO), who shall be responsible for undertaking a daily site inspection to monitor compliance with this EM Specification. The Contractor shall forward the name of the environmental representative (ESO) to the Employer's Agent for his approval. The environmental representative (ESO) shall complete Environmental Site Inspection Checklists (Annexure B attached hereto) and these shall be submitted to the Employer's Agent once a week.

E5.4 Site division, demarcation and "no go" areas

The Contractor shall restrict all his activities, materials, plant and personnel to within the Site or any particular working areas specified or indicated on the drawings.

The Contractor shall erect and maintain permanent and/or temporary fences of the type and in the locations specified elsewhere in the Scope of Work or on the drawings. Such fences shall, if so specified, be erected before undertaking any construction activities. Where environmentally sensitive areas are specified as "no go" areas, the Contractor shall ensure that, insofar as he has the authority, no person, plant or material shall enter the "no go" areas at any time.

A Method Statement detailing the layout and method of establishment of the Contractor's camp (including all offices, shelters, eating areas, storage areas, ablution facilities and other infrastructure required for the running of the project) shall be provided.

E5.5 Access routes/ haul roads

On the Site and, if so required, within such distance of the Site as may be stated by the Employer's Agent, the Contractor shall control the movement of all vehicles and construction equipment, including that of his suppliers, so that they remain on designated routes, are distributed so as not to cause an undue concentration of traffic, and that all relevant laws are complied with. In addition, the movement of such vehicles and construction equipment shall be planned and operated so as to minimise disruption to regular users of the routes. As far as possible the Contractor shall use existing access and haul routes. Damage to existing access roads as a result of construction activities shall be repaired to the satisfaction of the Employer's Agent, using material similar to that originally used. The cost of the repairs shall be borne by the Contractor. New temporary access or haul routes may only be established with the prior approval of the Employer's Agent. The rehabilitation of such routes shall be to the Contractor's own cost and to the approval of the Employer's Agent.

Any directional signage required by the Contractor for the purposes of directing the movement of his own vehicles and construction equipment (or that of his subcontractors or suppliers) must be of a design and in a location approved by the Employer's Agent. Directional signage may not be erected in such a manner that it interferes with sight lines or pedestrian movement.

E5.6 Construction personnel information posters

The Contractor shall erect and maintain information posters for the information of his employees, depicting actions to be taken to ensure compliance with aspects of the EM Specification. A2 information posters, printed on white vinyl, shall be erected at the eating areas and any other locations specified by the Employer's Agent.

The specification for the poster is presented in Annexure C of this EM Specification. The symbols shall be black and the circles shall be red lines. The Contractor shall ensure that the construction personnel information posters are not damaged in any way, and shall replace a poster if any part of it becomes illegible.

E5.7 Fire control

Other than for cooking purposes as specified in Clause E4.3, no fires may be lit on Site. Any fires which occur shall be reported to the Employer's Agent immediately.

Smoking shall not be permitted in those areas where it is a fire hazard. Such areas shall include fuel storage and refuelling areas, and any other areas where the vegetation or other materials are susceptible to the start and rapid spread of fire.

In terms of the National Environment Management: Air Quality Act, 39 of 2004 and Community Fire Safety By-law, burning is not permitted as a disposal method.

The Contractor shall appoint a Fire Officer (who may be the ESO) who shall be responsible for ensuring immediate and appropriate actions in the event of a fire and shall ensure that employees are aware of the procedure to be followed. The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall forward the name of the Fire Officer to the Employer's Agent for his approval.

The Contractor shall comply with Clause 27 of the Construction Regulations, 2003 where applicable, and shall ensure that there is suitable and sufficient fire-fighting equipment available on Site at all times.

The Contractor shall be liable for any costs relating to the rehabilitation of burnt areas, should the fire be the result of the Contractor's activities on Site.

The Contractor shall submit a Method Statement to the Employer's Agent covering the procedure to be followed in the event of a fire.

E5.8 Emergency procedures

The Contractor's attention is drawn to the Method Statements required in terms of Clauses E4.1 and E5.7 above. Such Method Statements shall include procedures to be followed by the Contractor in the event of an emergency.

Furthermore, in the event of an emergency the Contractor shall contact the City of Cape Town's Emergency Call Centre by telephoning 107 or 021 480 7700 (from a cell phone). Telephone numbers of emergency services, including the local firefighting service, shall be posted conspicuously in the Contractor's office near the telephone.

E5.9 Health and safety

The Contractor shall comply with requirements of the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations, 2003, the Health and Safety Specification and relevant clauses of GCC 2010, insofar as health and safety is concerned.

E5.10 Community relations

If so required, the Contractor shall erect and maintain information boards in the position, quantity, design and dimensions specified in the Scope of Work or as directed by the Employer's Agent. Such boards shall include contact details for complaints by members of the public in accordance with details provided by the Employer's Agent.

The Contractor shall keep a "Complaints Register" on Site. The Register shall contain all contact details of the person who made the complaint, and information regarding the complaint itself.

E5.11 General protections in terms of the National Heritage Resources Act, 25 of 1999

The Contractor shall take cognisance of the provisions of the National Heritage Resources Act, 25 of 1999 in respect of, *inter alia*, structures older than 60 years; archaeology, palaeontology and meteorites; burial grounds and graves; and public monuments and memorials.

E5.12 Protection of natural features

The Contractor shall not deface, paint, damage or mark any natural features (e.g. rock formations) situated in or around the Site for survey or other purposes, unless agreed beforehand with the Employer's Agent. Any features affected by the Contractor in contravention of this clause shall be restored/ rehabilitated to the satisfaction of the Employer's Agent. The cost of restoration/rehabilitation shall be borne by the Contractor.

The Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams and open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

E5.13 Protection of flora and fauna

Except to the extent necessary for the carrying out of the Works, as specified by the Employer's Agent, no vegetation shall be removed, damaged or disturbed.

The presence of any wild animals found on Site shall be reported to the Employer's Agent, who shall issue an instruction with regard to their removal or relocation. If a wild animal needs removal from the Site the Cape Nature (Metro Region) Conservation Services Manager may be contacted for assistance (tell 021 955 9132/9121/3122/9130). Trapping poisoning, injuring or shooting animals is strictly forbidden. No domestic pets or livestock are permitted on Site, with the exception of controlled watchdogs approved by the Employer's Agent.

Where the use of herbicides, pesticides and other poisonous substances has been specified, the Contractor shall submit a Method Statement to the Employer's Agent for approval.

E5.14 Erosion and sedimentation control

The Contractor shall take all reasonable measures to limit erosion and sedimentation due to the construction activities and shall, in addition, comply with such detailed measures as may be required by the Scope of Work. Where erosion and/or sedimentation, whether on or off the Site, occurs, rectification shall be carried out in accordance with details specified by the Employer's Agent. Where erosion and/or sedimentation occur due to the fault of the Contractor, rectification shall be carried out to the reasonable requirements of the Employer's Agent, at the Contractor's cost. In particular, the Contractor shall ensure that the City's stormwater system is kept free from sediment arising from the Works.

Any runnels or erosion channels developed during the construction period or during the vegetation establishment period shall be backfilled and compacted, and the areas restored to a proper condition. Stabilisation of cleared areas to prevent and control erosion shall be pro-actively managed by the Contractor. The method of stabilisation shall be determined in consultation with the Employer's Agent.

E5.15 Aesthetics

The Contractor shall take any requisite measures to ensure that construction activities do not have an undue negative impact on the aesthetics of the area.

E5.16 Temporary Site closure

In the event of temporary Site closure (for a period exceeding one week), the Contractor's ESO shall carry out checks and ensure that, amongst others, the following conditions pertain and report on compliance with this clause:

- a) Fire extinguishers are serviced and accessible.
 - b) There is adequate ventilation in enclosed spaces.
 - c) All hazardous substance stores are securely locked.
 - d) Fencing and barriers are in place.
 - e) Emergency and management contact details are prominently displayed and available.
 - f) Wind and dust mitigation measures, e.g. straw, brush packs, irrigation, etc. are in place.
 - g) Excavated and filled slopes and stockpiles are at a stable angle and capable of accommodating normal expected water flows.
 - h) There are sufficient detention ponds or channels in place.
 - i) Cement and materials stores are secured.
 - j) Toilets are empty and secured.
 - k) Central waste area and all refuse bins are empty and secured.
 - l) Contaminated water conservancy tank empty.
 - m) Any bunded areas are clean and treated with an approved product where applicable (e.g. Spill Sorb or Enretech #1 powder or equivalent).
 - n) Drip trays are empty and secure

E5.17 Asphalt and bitumen

Bitumen drums/products, if stored on Site, shall be stored in an area approved by the Employer's Agent. This area shall be indicated on the Method Statement for the Layout and Preparation of the Contractor's Camp. The storage area shall be constructed with an appropriate base, bunding and sump to the satisfaction of the Employer's Agent. A Method Statement shall be provided in this regard.

When heating bitumen products, the Contractor shall take cognisance of appropriate fire risk controls. Heating shall only be undertaken using LPG or similar zero emission fuels. Appropriate firefighting equipment shall be readily available on Site.

E5.18 Dust

The Contractors shall be solely responsible, at his cost, for the control of dust arising from his activities on Site, and for any costs involved in damages resulting from the dust. The Contractor shall take all reasonable measures to minimise the generation of dust

E5.19 Contractor's advertising signage

Any advertising on the Site or any part of the Works shall remain at the sole discretion of the Employer, who reserves the right to order, via the Employer's Agent, its removal, covering or re-sizing, wherever placed, at no cost to the Employer.

Apart from at the Contractor's camp, no signage advertising the Contractor, or any of its subcontractors, manufacturers, suppliers or service providers shall be placed, fixed or erected anywhere on the Site or on the Works without the prior approval of the Employer's Agent. No advertising signage will be permitted on any designated scenic route. Notwithstanding any prior approval given, the Employer's Agent may instruct the Contractor to remove, cover or re-size any advertising signage at any time at no cost to the Employer.

Advertising signage at the Contractor's camp shall be appropriately designed and sized with due consideration to the surrounding environment, views and sight lines.

Branding or identification markings on the Contractor's and subcontractor's vehicles and equipment is generally permitted, although the Employer reserves the right to instruct, via the Employer's Agent, the removal, covering or re-sizing of any branding, markings or signage, on any equipment (scaffolding, for example), which it considers inappropriate in the environment in which it is placed.

No third party advertising (that is, in respect of any person, business or product that is not associated with the Works) shall be permitted anywhere on the Site or Works.

E5.20 Clearance of Site on completion

On completion of the Works, and at final completion when all defects have been remedied or corrected, the Contractor shall, in addition to the requirements for clearance of the Site in terms of the Contract, ensure that he has complied with the following requirements in terms of this EM Specification.

EJ5.20.1 Clause E3.1

Clean-up of improperly secured transported materials, and rehabilitation of storage areas.

EJ5.20.2 Clause E4.1.3

Remediation of hydrocarbon spill and leak areas.

EJ5.20.3 Clause E4.4

Disposal of litter, refuse and Contractor's waste.

EJ5.20.4 Clause E5.4

Removal of temporary fences and Contractor's camp.

EJ5.20.5 Clause E5.5

Repair of access roads damaged by the Contractor, and rehabilitation of temporary access routes.

EJ5.20.6 Clause E5.7

Rehabilitation of burnt areas should a fire be the result of Contractor's activities on Site.

EJ5.20.7 Clauses E5.11 to 5.13

Rehabilitation of heritage and natural features, including vegetation which is damaged or disturbed, which required protection in terms of these clauses.

EJ5.20.8 Clause E5.14

Rectification where erosion and/or sedimentation has occurred due to the fault of the Contractor.

EJ5.20.9 Clause E5.19

Removal of Contractor's advertising signage.

E6 TOLERANCES**E6.1 Fines**

Environmental management is concerned not only with the final results of the Contractor's operations, but also with the control of how these operations are carried out. Tolerance with respect to environmental matters applies not only to the finished product, but also to the standard of the day-to-day operations required to complete the Works.

It is thus required that the Contractor shall comply with the EM Specification on an on-going basis and any failure on his part to do so will entitle the Employer's Agent to certify the imposition of a fine. Fines may be issued per incident at the discretion of the Employer's Agent. Such fines will be issued in addition to any remedial costs incurred as a result of non-compliance with the environmental specifications. The Employer's Agent will inform the Contractor of the contravention and the amount of the fine, and will deduct the amount from monies due in payment certificates issued under the Contract.

Maximum fines for the following transgressions by either the Contractor and/or his sub-contractors may be imposed by the Employer's Agent, as follows:

	Maximum fine per incident
a) Vehicles, plant or materials related to the Contractor's operations, parked or stored outside the demarcated boundaries of the Site.	R 2 000
b) Persons, vehicles, plant or materials related to the Contractor's operations, found within the designated boundaries of a "no go" area.	R 4 000
c) Persistent and unrepaired oil leaks from machinery/not using a drip tray to collect waste oil and other lubricants/not using specified absorbent material to encapsulate hydrocarbon spillage/using inappropriate methods of refuelling (the use of a funnel rather than a pump).	R 3 000
d) Refuelling in areas not approved by the Employer's Agent.	R 3 000
e) Litter on Site.	R 1 000
f) Deliberate lighting of fires on Site.	R 5 000
g) Individual not making use of the Site ablution facilities.	R 1 000
h) Damage to trees not specified to be removed.	R 5 000
i) Dust or excessive noise emanating from the Site	R 1 000
j) Not containing water contaminated with pollutants such as cement, concrete, fuel, etc.	R 2 000

For each subsequent similar offence the fine shall be doubled in value to a maximum value of R50 000.

E7 TESTING

Not applicable to this tender.

E8 MEASUREMENT AND PAYMENT

E8.1 Basic principles

Except where separate pay items have been measured in the Bills of Quantities, all costs in respect of complying with the EM Specification are deemed to be covered by the sum tendered for complying with the EM Specification.

ANNEXURE A: ENVIRONMENTAL METHOD STATEMENT

CONTRACT: _____

DATE: _____

PROPOSED ACTIVITY (give title of method statement and reference number from the EMP):

WHAT WORK IS TO BE UNDERTAKEN (give a brief description of the Works - attach extra information to ensure accurate description given):

WHERE THE WORKS ARE TO BE UNDERTAKEN (where possible, provide an annotated plan and a full description of the extent of the Works):

START AND END DATE OF THE WORKS FOR WHICH THE METHOD STATEMENT IS REQUIRED:

Start Date:

End Date:

HOW THE WORKS ARE TO BE UNDERTAKEN (provide as much detail as possible, including annotated sketches and plans where possible):

Note: please give too much information rather than too little. Please ensure that issues such as emergency procedures, hydrocarbon management, wastewater management, access, individual responsibilities, materials, plant used, maintenance of plant, protection of natural features, etc. are covered where relevant.

DECLARATIONS**1) EMPLOYER'S AGENT'S REPRESENTATIVE/ ENVIRONMENTAL OFFICER/
ENVIRONMENTAL CONTROL OFFICER**

The work described in this Method Statement, if carried out according to the methodology described, appears to be satisfactorily mitigated to prevent avoidable environmental harm:

(signed)

(print name)

Dated: _____

2) CONTRACTOR

I understand the contents of this Method Statement and the scope of the Works required of me. I further understand that this Method Statement may be amended on application to other signatories and that the Employer's Agent's Representative/Environmental Officer/Environmental Control Officer will audit my compliance with the contents of this Method Statement. I understand that this method statement does not absolve me from any of my obligations or responsibilities in terms of the Contract.

(signed)

(print name)

Dated: _____

3) EMPLOYER'S AGENT

The Works described in this Method Statement are approved.

(signed)

(print name)

(designation)

Dated: _____

ANNEXURE B: ENVIRONMENTAL SITE INSPECTION CHECKLIST

To be submitted to the Employer's Agent once a week

CONTRACT: _____
















DATE: _____

ENVIRONMENTAL ASPECT	YES/ NO (✓ or X)	COMMENTS
• All new personnel on Site are aware of the contents of the EMP and have been through the environmental awareness course.		
• Contractor's camp is neat and tidy and the labourers' facilities are of an acceptable standard.		
• Sufficient and appropriate firefighting equipment is visible and readily available in the appropriate places.		
• Waste control and removal system is being maintained.		
• Fences are being maintained.		
• Drip trays are being utilised where there is a risk of spillage.		
• Bunded areas/drip trays are being emptied on a regular basis (especially after rain).		
• No leaks are visible from construction vehicles.		
• Refuelling of vehicles and plant occurs within designated areas, and appropriate refuelling apparatus and drip trays are being used.		
• "No go" areas, natural features, vegetation, etc. have not been damaged.		
• Dust control measures (if necessary) are in place and are effectively controlling dust.		
• Noise control measures (if necessary) are in place and are working effectively.		
• Erosion and sedimentation control measures (if necessary) are in place and are controlling effectively.		
• Material stockpiles are located within the boundary of the Site and are protected from erosion.		
• Other		

Completed by: _____

Signed: _____

ANNEXURE C: CONSTRUCTION PERSONNEL INFORMATION POSTER

ENVIRONMENTAL MANAGEMENT DO'S AND DON'TS			
	Workers & equipment must stay inside the site boundaries at all times		Use the toilets provided Report full or leaking toilets
	Do not swim in or drink from streams		Only eat in demarcated eating areas Never eat near a river or stream Put packaging & leftover food into rubbish bins
	Protect animals on the site Ask your supervisor or Contract's Manager to remove animals found on site		Do not litter - put all rubbish (especially cement bags) into the bins provided Report full bins to your supervisor The responsible person should empty bins regularly
	Do not damage or cut down any trees or plants without permission Do not pick flowers		Always keep to the speed limit Drivers - check & report leaks Ensure loads are secure & do not spill
	Put cigarette butts in a rubbish bin Do not smoke near gas, paints or petrol Do not light any fires without permission Know the positions of fire fighting equipment Report all fires		Know all the emergency phone numbers
	Work with petrol, oil & diesel in areas marked for this Report any petrol, oil & diesel leaks or spills Use a drip tray under vehicles & machinery Empty drip trays after rain & do not throw this water into a river		Fines of between R1000 and R5000 Removal from site Construction may be stopped
	Try to avoid producing dust - wet dry ground & soil		Report any breaks, floods, fires, leaks and injuries to your supervisor Ask questions!
	Do not make loud noises around the site, especially near schools and homes Report or repair noisy vehicles		

PROTECTION OF THE ENVIRONMENT DECLARATION

The Contractor will not be given right of access to the Site until this form has been signed

CONTRACT NO.: 122S/2022/23

CONTRACT TITLE: TERM TENDER FOR THE AD-HOC CRUSHING, SCREENING AND STOCKPILE MANAGEMENT OF RECLAIMED ASPHALT (RA) AND GRANULAR MATERIAL IN THE CITY OF CAPE TOWN

I/ we (Contractor) record as follows:

1. I/ we, the undersigned, do hereby declare that I/ we am/ are aware of the increasing requirement by society that construction activities shall be carried out with due regard to their impact on the environment.
2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, I/ we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, materials and methods of construction, in-so-far as I/ we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, I/ we recognise and accept the need to abide by the "precautionary principle" which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.
3. I/ we declare that I/ we have read and understood the contents of the Environmental Management Programme (which is comprised of the Environmental Management Specification and its Annexures) for this Contract, and that I/ we understand my/our responsibilities in terms of enforcing and implementing the Environmental Management Programme. I/ we also declare that I/ we have made appropriate provision in my/ our pricing of the Schedules of Rates items for the Environmental Management Programme.
4. I/ we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to me/ us, such amounts (hereinafter referred to as fines) as the Employer's Agent shall certify as being warranted in view of my/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:
 - 4.1 The Employer's Agent, in determining the amount of such fine, shall take into account, *inter alia*, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the Contractor's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences
 - 4.2 The Employer's Agent shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Employer's Agent has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.

Signed: _____

Date: _____

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H1 PREAMBLE

- a) In terms of Construction Regulation 2014 (hereafter referred to as Construction Regulation) 5(1)(a), incorporated under the Occupational Health and Safety (OHS) Act of 1993 (Act 85 of 1993) (hereafter referred to as The Act) **THE URBAN MOBILITY DIRECTORATE'S ROAD INFRASTRUCTURE MANAGEMENT DEPARTMENT**, (hereafter referred to as **CITY OF CAPE TOWN**) and/or its appointed Agents, and/or OHS Agent, on the Client's behalf, will prepare a Health & Safety Specification for **TERM TENDER FOR THE AD-HOC CRUSHING, SCREENING AND STOCKPILE MANAGEMENT OF RECLAIMED ASPHALT (RA) AND GRANULAR MATERIAL IN THE CITY OF CAPE TOWN**
- b) Based on a site specific baseline risk assessment for the construction project and provide a copy of the Health & Safety Specification to the Principal Contractor. **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent, will provide the Principal Contractor or any other Contractor, who is appointed to perform construction work for the Principal Contractor, with the Health & Safety Specification.
- c) **CITY OF CAPE TOWN**, further duties are as described in The Act and the Regulations made there-under.
- d) The Principal Contractor will be responsible for the Health & Safety Policy for the site in terms of Section 7 of The Act and in line with Construction Regulation 7 as well as the Health and Safety Plan (hereafter referred to as Plan) for the project.
- e) The Health & Safety Specification is governed by The Act. Notwithstanding this, cognisance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of a Health & Safety Specification stipulates a documented Health & Safety Specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this Health & Safety Specification this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.
- f) Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may even change on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Plan based on this Health and Safety Specification. Prior to drafting the Plan, and in consideration of the information contained here-in, the Principal Contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point of departure for the Plan. The Plan shall include documented 'Methods Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

Every effort has been made to ensure that this Health and Safety Specification is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from their responsibilities and accountability in respect of the project to which this Health and Safety Specification pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent.

H2 SCOPE OF THE HEALTH AND SAFETY SPECIFICATION

This Health and Safety Specification pertaining to **TERM TENDER FOR THE AD-HOC CRUSHING, SCREENING AND STOCKPILE MANAGEMENT OF RECLAIMED ASPHALT (RA) AND GRANULAR MATERIAL IN THE CITY OF CAPE TOWN**

- a) Cover the subjects contained in the index and is intended to outline the normal as well as any special requirements of **CITY OF CAPE TOWN**, pertaining to the health and safety matters applicable to this project. This Health and Safety Specification should be read in conjunction with The Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under The Act or incorporated into The Act and be in force or come into force during the effective duration of the project. The stipulations in this Health and Safety Specification, as well as those contained in all other documentation pertaining to this project, including contract documentation and technical specifications, shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of The Act, Regulations and Safety Standards which are promulgated under or incorporated into The Act.
- b) Take note of Appendix A - Notice Regarding Application of The Construction Regulations 2014 Occupational Health and Safety Act, 1993 Construction Regulations, 2014.
- c) Construction Regulation 3 and 5 (7) (b) will come into effect 18 months after the commencement of Construction Regulations, 2014.

H3 **PURPOSE**

- a) **CITY OF CAPE TOWN**, is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of this Health and Safety Specification.
- b) The purpose of this Health and Safety Specification is to provide the Principal Contractor [and their contractor(s)] with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for **CITY OF CAPE TOWN**.
- c) The Principal Contractor [and their contractor(s)] is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on *inter alia*:
 - i. safety considerations affecting the site of the project and its environment;
 - ii. health and safety aspects of the associated structures and equipment;
 - iii. submissions on health and safety matters required from the Principal Contractor [and their contractor(s)]; and
 - iv. the Principal Contractor's [and their contractor(s)] Plans.
- d) To serve to ensure that the Principal Contractor [and their contractor(s)] is fully aware of what is expected from them with regard to The Act and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 of The Act.
- e) To inform the Principal Contractor [and their contractor(s)] that The Act in its entirety shall apply to the contract to which this Health and Safety Specification applies. The Construction Regulations and shall apply to any person involved in construction work pertaining to this project, as will The Act.

H4 **DEFINITIONS (Extracted from The Act)**

"Purpose of the Act" –

To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with The Activities of persons at work; to establish an advisory council for Occupational Health and Safety; and to provide for matters connected therewith.

"agent"

means a competent person who acts as a representative for a client.

"angle of repose"

means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on the surface, rather than sliding or crumbling away;

"bulk mixing plant"

means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;

"client"

means any person for whom construction work is being performed;

"competent person"

means a person who—

- a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
- b) is familiar with the Act and with the applicable regulations made under the Act;

"construction manager"

means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

"construction site"

means a work place where construction work is being performed;

"construction supervisor"

means a competent person responsible for supervising construction activities on a construction site;

"construction vehicle"

means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

"construction work"

means any work in connection with—

- a) the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

"construction work permit"

means a document issued in terms of regulation 3

"contractor"

means an employer who performs construction work;

"demolition work"

means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

"design"

in relation to any structure, includes drawings, calculations, design details and specifications;

"designer"

means—

- a) a competent person who—
 - i. prepares a design;
 - ii. checks and approves a design; or
 - iii. arranges for any person at work under his or her control to prepare a design (including an employee of that person where he or she is the employer); or
 - iv. designs temporary work, including its components,
- b) an architect or engineer contributing to, or having overall responsibility for a design;
- c) a building services engineer designing details for fixed plant;
- d) a surveyor specifying articles or drawing up specifications;
- e) a Contractor carrying out design work as part of a design and building project; or
- f) an interior designer, shop-fitter or landscape architect;

"excavation work"

means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

"explosive actuated fastening device" means a tool that is activated by an explosive charge and that is used for driving bolts, nails and similar objects for the purpose of providing fixing. Change explosive actuated fastening devices to explosive actuated fastening device;

"fall arrest equipment" means equipment used to arrest a person in a fall, including personal equipment such as body harness, lanyards, deceleration devices, lifelines or similar equipment.

"fall prevention equipment" means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guardrails, screens, barricades, anchorages or similar equipment;

"fall protection plan" means a documented plan, which includes and provides for-

- a) all risks relating to working from a fall risk position, considering the nature of work undertaken;
- b) the procedures and methods to be applied in order to eliminate the risk of falling; and
- c) a rescue plan and procedures

"fall risk" means any potential exposure to falling either from, off or into;

"health and safety file" means a file, or other record containing the information in writing required by these Regulations;

"health and safety plan" means a site, activity or project specific documented plan in accordance with the client's health and safety specification;

"health and safety specification" means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work;

"material hoist" means a hoist used to lower or raise material and equipment, excluding passengers;

"medical certificate of fitness" means a certificate contemplated in regulation 7(1)(8);

"mobile plant" means any machinery, appliance or other similar device that is able to move independently, and is used for the purpose of performing construction work on a construction site;

"National Building Regulations" means the National Building Regulations made under the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and promulgated by Government Notice No. R. 2378 of 30 July 1990, as amended by Government Notices No's R. 432 of 8 March 1991, R. 919 of 30 July 1999 and R. 547 of 30 May 2008;

"person day" means one normal working shift of carrying out construction work by a person on a construction site;

"principal contractor" means an employer appointed by the client to perform construction work;

"Professional Engineer or Professional Certificated Engineer" means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000);

"Professional Technologist" means a person holding registration as a Professional Engineering Technologist in terms of the Engineering Profession Act, 2000;

"provincial director" means the provincial director as defined in regulation 1 of the General Administrative Regulations, 2003;

"scaffold" means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

"shoring" means a system used to support the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation;

"structure" means—

- a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- b) any falsework, scaffold or other structure designed or used to provide support or means of access during construction work; or
- c) any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling;

"suspended platform" means a working platform suspended from supports by means of one or more separate ropes from each support;

"temporary works" means any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work;

"the Act" means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

"tunnelling" means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral.

H5 OCCUPATIONAL HEALTH & SAFETY (OHS) MANAGEMENT

K5.a Structure and Organisation of OHS Responsibilities

i. Overall Supervision and Responsibility for OHS

- (a) **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent to ensure that the Principal Contractor, appointed in terms of Construction Regulation 5(1)(k), implements and maintains the agreed and approved Plan. Failure on the part of **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent, to comply with this requirement will not relieve the Principal Contractor from any one or more of their duties under The Act and Regulations.
- (b) The Chief Executive Officer of the Principal Contractor in terms of Section 16(1) of The Act to ensure that the Employer(as defined in The Act) complies with The Act.
- (c) All Section 16(2) appointee(s) of The Act, as detailed in their/their respective appointment letters, to regularly, in writing, report to their principals on health and safety matters per routine and AD-HOC inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or

AD-HOC inspections and to ensure that the reports are made available to the Principal Contractor to become part of site records (Health and Safety File).

- (d) The appointed full-time competent person as construction manager and Assistant construction manager(s), appointed in terms of Construction Regulation 8, to regularly, in writing, report to their principals on health and safety matters per routine and AD-HOC inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or AD-HOC inspection and to ensure that the reports are made available to the Principal Contractor to become part of site records (Health & Safety File).
- (e) All Occupational Health and Safety Representatives (OHS Reps) shall act and report as per Section 18 of The Act.
- (f) It is a requirement that the Principal Contractor, when appointing Contractors in terms of Construction Regulation 7(1)(c), includes an agreement with a Mandatory [Section 37(2) of The Act].

ii. **Further (specific) Supervision Responsibilities for OHS**

- 1) Several appointments or designations of responsible and/or competent people in specific areas of construction work are required by The Act and Regulations. The Principal Contractor to ensure that the following competent person appointments (where applicable) are made, in terms of the Construction Regulations to ensure compliance to The Act, Regulations and Safety Standards:

Regulation	Appointment	Responsible Person
5(1)(k)	Principal Contractor for each project	CITY OF CAPE TOWN,
7(1)(c)	Contractor	Principal Contractor
8(1)	Construction Manager	Principal Contractor
8(2)	Assistant Construction Manager(s)	Principal Contractor
8(5)	Construction Safety Officer	Principal Contractor
9(1)	Person to carry out risk assessment	Principal Contractor
9(3)	Trainer/Instructor	Principal Contractor
13(1)	Excavation supervisor/Inspector	Principal Contractor
13(2)(b)(ii)(bb)	Professional engineer or technologist	Principal Contractor
14(1)	Supervisor demolition work	Principal Contractor
14(2)&(3)	Demolition expert	Principal Contractor
23(1)(d)(i)	Construction vehicle and mobile plant operator	Principal Contractor
23(1)(k)	Construction vehicle and mobile plant inspector	Principal Contractor
28(a)	Stacking and storage supervisor	Principal Contractor
29(h)	Fire equipment inspector	Principal Contractor

- 2) This list may be used as a reference or tool to determine which components of The Act and Regulations would be applicable to a particular site. This list must not be assumed to be exclusive or comprehensive.

K5.b **Communication and Liaison**

- i. OHS Liaison between **CITY OF CAPE TOWN**, , the Principal Contractor, and other concerned parties shall be through the OHS Committee as per procedures determined by the OHS Committee.
- ii. In addition to the above, communication, verbally or in writing, may be directly to **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent, as and when the need arises.
- iii. Consultation with the workforce on OHS matters will be through their Supervisors and OHS Representatives.
- iv. The Principal Contractor will be responsible for the dissemination of all relevant OHS information to the other Contractors involved.

H6 INTERPRETATION

- a. The Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the “owner” of a construction or operational project, the “owner” being regarded as the employer. Only if formally agreed to by way of the written agreement in this regard between the “owner(s)” and consultant and/or between the “owner(s)” and the contractor(s), will these assumptions be relinquished in favour of the position agreed upon between the relevant parties.
- b. The position taken by the Construction Regulations is that the “owner”, in terms of its instructions, operates (has to operate) in the role of “client” as per relevant definition. The contractors, working for the “client”, are seen to be in two categories, i.e. the Principal Contractor and Contractors. The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project/contract. This includes monitoring OHS conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site. Contractors are required to operate under the scrutiny and control (in terms of all OHS measures which are covered in the Construction Regulations) of the Principal Contractor. Where, for the work the Principal Contractor will be responsible to execute himself, practical OHS measures are applicable; he will also be subject to the relevant requirements with which Contractors have to comply. The Principal Contractor will, however, not have to physically fulfil such requirements in respect of any of the work/functions of any Contractors on the site for which he has been appointed as Principal Contractor. However, he has to monitor/oversee such processes, ensuring that the requirements are complied with and that the required appointments/evaluations/ inspections/assessments and tests are done and that the records are duly generated and kept as prescribed in the Construction Regulations. This has to feature clearly in the Principal Contractor’s Plan.

H7 RESPONSIBILITIES

- a. **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent, will perform the following responsibilities:
 - i. Appoint the Principal Contractor for **TERM TENDER FOR THE AD-HOC CRUSHING, SCREENING AND STOCKPILE MANAGEMENT OF RECLAIMED ASPHALT (RA) AND GRANULAR MATERIAL IN THE CITY OF CAPE TOWN**, in writing, for assuming the role of Principal Contractor as intended by the Construction Regulations.
 - ii. Discuss and negotiate with the principal Contractor the contents of the principal contractor's health and safety plan contemplated in Construction Regulation 7(1), and must thereafter finally approve that plan for implementation.
 - iii. Ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures.
 - iv. Ensure that the principal Contractor to be appointed has the necessary competencies and resources to carry out the construction work safely.
 - v. take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with these Regulations. Where more than one principal Contractor is appointed as contemplated in subregulation 5(1)(k), the client will take reasonable steps to ensure co-operation between all principal contractors and contractors in order to ensure compliance with these Regulations.
 - vi. ensure before any work commences on a site that every principal Contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993).
 - vii. Ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor;

- viii. take reasonable steps to ensure that each contractor's health and safety plan contemplated in regulation 7(1)(a) is implemented and maintained.
- ix. ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal Contractor and any contractor, but at least once every 30 days.
- x. ensure that a copy of the health and safety audit report contemplated in paragraph 5(o) is provided to the principal Contractor within seven days after the audit;
- xi. Take reasonable steps to ensure that the Plan of the Principal Contractor [and/or their Contractor(s)] is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.
- xii. Where a fatality or permanent disabling injury occurs on a construction site, the client must ensure that the Contractor provides the provincial director with a report contemplated in section 24 of the Act, in accordance with regulations 8 and 9 of the General Administrative Regulations, 2013, and that the report includes the measures that the Contractor intends to implement to ensure a safe construction site as far as is reasonably practicable.

Prevent the Principal Contractor [and/or their Contractor(s)] from commencing or continuing with construction work should the Principal Contractor [and/or their Contractor(s)] at any stage in the execution of the works be found to:

- (aa) have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of The Act;
 - (bb) have failed to implement or maintain their Plan(s);
 - (cc) have executed construction work which is not in accordance with their Plan(s); or
 - (dd) act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of them being employed or legitimately on the site of the works or in its vicinity, which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site
 - (ee) Have failed to stay in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993);
- b. The Principal Contractor will perform the following responsibilities:
- i. Accept the appointment under the terms and conditions of the Contract and additionally under the Construction Regulation.
 - ii. Agree on and sign the terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 4 of the Construction Regulations by means of an Annexure 2 **"Notification of Construction Work"** form. The Principal Contractor will submit the notification, in writing, prior to commencement of work and inform **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent, accordingly. Proof of notification must be placed on the site safety file and must be made available on request to an inspector, **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent.
 - iii. Ensure that the Principal Contractor [and/or their Contractor(s)] is fully conversant with the requirements of this Health and Safety Specification and all relevant OHS legislation. this Health and Safety Specification is not intended to supersede The Act nor the Construction

Regulations or any part of either. Those sections of The Act and the Construction Regulations which apply to the scope of works to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required to be complied with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of The Act, the Construction Regulations or any Regulations proclaimed under The Act or which may perceivable be applicable to this contract.

- iv. Provide and demonstrate to **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent, a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's documented health and safety specifications contemplated in regulation 5(1)(b), which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal Contractor as work progresses. This Plan shall, as appendices, include the Plans of all Contractors for which the Principal Contractor has to take responsibility in terms of this contract.
- v. On appointing any other contractor, in order to ensure compliance with the provisions of the Act—
- vi. provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications contemplated in regulation 5(1)(b) pertaining to the construction work which has to be performed;
- vii. Ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
- viii. Ensure that no Contractor is appointed to perform construction work unless the principal Contractor is reasonably satisfied that the Contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
- ix. Ensure prior to work commencing on the site that every Contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
- x. Appoint each Contractor in writing for the part of the project on the construction site;
- xi. Take reasonable steps to ensure that each contractor's health and safety plan contemplated in subregulation (2)(a) is implemented and maintained on the construction site;
- xii. Ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal Contractor and any contractor, but at least once every 30 days;
- xiii. Stop any Contractor from executing construction work which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- xiv. Where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the Contractor to execute the work safely; and discuss and negotiate with the Contractor the contents of the health and safety plan contemplated in subregulation 7(2)(a), and must thereafter finally approve that plan for implementation. The approval letter of the contractor's plan/s must be placed on the principal contractor's safety file and must be made available on request to an inspector, **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent.
- xv. Ensure that a copy of his or her health and safety plan contemplated in paragraph 7(2)(a), as well as the contractor's health and safety plan contemplated in subregulation 7(2)(a), is available on request to an employee, an inspector, a contractor, the client or the client's agent
- xvi. Hand over a consolidated health and safety file to the client upon completion of the construction work and must, in addition to the documentation referred to in subregulation 7(2)(b), include a record of all drawings, designs, materials used and other similar information concerning the completed structure;

- xvii. in addition to the documentation required in the health and safety file in terms of paragraph 7(c)(v) and subregulation 7(2)(b), include and make available a comprehensive and updated list of all the contractors on site accountable
- xviii. The principal contractor, the agreements between the parties and the type of work being done; and ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 of the Construction Regulations.
- xix. A Contractor must prior to performing any construction work—
- xx. Provide and demonstrate to the principal Contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the client's health and safety specification contemplated in Construction Regulation 5(1)(b) and provided by the principal Contractor in terms of subregulation 5(1)(a), which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the Contractor as work progresses;
- xxi. Open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the client, the client's agent or the principal contractor;
- xxii. Before appointing another Contractor to perform construction work be reasonably satisfied that the Contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- xxiii. Co-operate with the principal Contractor as far as is necessary to enable each of them to comply with the provisions of the Act; and
- xxiv. As far as is reasonably practicable, promptly provide the principal Contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.
- xxv. Where a Contractor appoints another Contractor to perform construction work, the duties determined in subregulation (1)(b) to (g) that apply to the principal Contractor apply to the Contractor as if he or she were the principal contractor.
- xxvi. A Contractor must take reasonable steps to ensure co-operation between all contractors appointed by the principal Contractor to enable each of those contractors to comply with these Regulations.
- xxvii. No Contractor may allow or permit any employee or person to enter any site, unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
- xxviii. A Contractor must ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.
- xxix. A Contractor must at all times keep on his or her construction site records of the health and safety induction training contemplated in subregulation (6) and such records must be made available on request to an inspector, the client, the client's agent or the principal contractor.
- xxx. A Contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 of the Construction Regulations.
- xxxi. open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an

inspector, **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent, or a contractor; and

- xxxii. Provide proof of the Principal Contractor's registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- xxxiii. In submitting the Principal Contractor's tender, demonstrate that they have made provision for the cost of compliance with the specified health and safety requirements, The Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based).
- xxxiv. Consistently demonstrate the Principal Contractor's competence and the adequacy of their resources to perform the duties imposed on them in terms of this Health and Safety Specification, The Act and the Construction Regulations.
- xxxv. Ensure that a copy of the Principal Contractor's Plan is available on site and is presented upon request.
- xxxvi. Ensure that an OHS File, which shall include all documentation required in terms of the provisions of this Health and Safety Specification, The Act and the Construction Regulations, is opened and kept on site and made available upon request. Upon completion of the works, the Principal Contractor will hand over the consolidated File to **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent.
- xxxvii. Ensure, throughout execution of the contract, that all conditions imposed on his Sub-contractors in terms of The Act and the Construction Regulations are complied with as if they were the Principal Contractor.
- xxxviii. Evaluate, from time to time, the relevance of the Plan and revise the same as required, following which revised Plan will be submitted to **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent, for approval.

H8 **SCOPE OF WORK (also refer to paragraph 2)**

a. This Health and Safety Specification is applicable to the specific scope of works pertaining to **TERM TENDER FOR THE AD-HOC CRUSHING, SCREENING AND STOCKPILE MANAGEMENT OF RECLAIMED ASPHALT (RA) AND GRANULAR MATERIAL IN THE CITY OF CAPE TOWN**, as detailed in the tender documents provided by **CITY OF CAPE TOWN**.

Description of Works

TERM TENDER FOR THE AD-HOC CRUSHING, SCREENING AND STOCKPILE
MANAGEMENT OF RECLAIMED ASPHALT (RA) AND GRANULAR MATERIAL IN
THE CITY OF CAPE TOWN

**CITY OF CAPE TOWN, URBAN MOBILITY DIRECTORATE: ROADS
INFRASTRUCTURE MANAGEMENT DEPARTMENT.**

Working Hours

Weekdays:	07:00 to 18:00, or as approved by the Employer
Weekends:	As required, but with approval of CITY OF CAPE TOWN, URBAN MOBILITY DIRECTORATE: ROADS INFRASTRUCTURE MANAGEMENT DEPARTMENT and/or its appointed Agents, or OHS Agent
Public Holidays:	Not allowed unless approved

H9 HEALTH AND SAFETY FILE

- a. The Principal Contractor must, in terms of Construction Regulation 7(1)(a), keep a documented File on site at all times which must include all documentation required in terms of The Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor, the agreements between the parties and details of the work being done.

The File will remain the property of **CITY OF CAPE TOWN**, throughout the period of the project and must be consolidated and handed over to **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent, on completion of the project.

H10 OHS GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OHS PERFORMANCE

- a. Take reasonable steps to ensure that the Plan of the Principal Contractor [and/or their Contractor(s)] is implemented and maintained. The steps taken will include periodic audits at intervals of but at least once every 30 days.
- b. The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent, on a monthly basis.

H11 IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, SAFE WORKING PROCEDURES (SWP) AND METHOD STATEMENTS

- a. The Principal Contractor is required to develop Risk Assessments, Safe Working Procedures (SWP) and Method Statements for each activity executed in the contract or project as contained but not limited to in the scope of work contained in the tender documentation.
 - i. The Principal Contractor [and/or their Contractor(s)] must, before the commencement of any construction work and during such construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site, and must include—
 - (aa) The identification of the risks and hazards to which persons may be exposed to;
 - (bb) An analysis and evaluation of the risks and hazards identified based on a documented method;
 - (cc) A documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
 - (dd) A monitoring plan; and
 - (ee) a review plan.
 - ii. The Principal Contractor [and/or their Contractor(s)] must ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and or control measures before any work commences, and thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site.
 - iii. The Principal Contractor must ensure that all contractors are informed regarding any hazard that is stipulated in the risk assessment before any work commences, and thereafter at the times that may be determined in the risk assessment monitoring and review plan of the relevant site.
 - iv. A Contractor must consult with the health and safety committee or, if no health and safety committee exists, with a representative trade union or representative group of employees, on the monitoring and review of the risk assessments of the relevant site.

- v. A Contractor must ensure that copies of the risk assessments of the relevant site are available on site for inspection by an inspector, **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent, any contractor, any employee, a representative trade union, a health and safety representative or any member of the health and safety committee.
- vi. The Principal Contractor [and/or their Contractor(s)] must review the relevant risk assessment—
 - 1. Where changes are effected to the design and or construction that result in a change to the risk profile; or
 - 2. when an incident has occurred.
 - 3. Based on the Risk Assessments, the Principal Contractor must develop a set of site specific OHS Rules that will be applied to regulate the OHS aspects of the construction. The Risk Assessments, together with the site-specific OHS Rules shall be submitted to **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent, before mobilisation on site commences.
 - 4. The Principal Contractor is also required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments shall be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Safe Working Procedures (SWP) and the applicable Method Statements based on the Risk Assessments.
 - 5. A risk Assessment shall be undertaken for all out-of-scope work.
 - 6. The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Plan.

H12 ARRANGEMENTS FOR MONITORING AND REVIEW

H12.a. Monthly Audits

- i. **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent, will be conducting monthly audits at times coinciding with the Principal Contractor's Audit in order to comply with Construction Regulation 5(1)(o) and to ensure that the Principal Contractor has implemented, is adhering to and is maintaining the agreed and approved Plan.

H12.b. Other Audits and Inspections

- i. **CITY OF CAPE TOWN**, and/or its Agents, and/or its appointed Agents, or OHS Agent, reserves the right to conduct any other AD-HOC audits and inspections as it deem necessary. A representative of the Principal Contractor and the relevant OHS Representative(s) (SHE Reps) must accompany **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent, on all Audits and Inspections and may conduct their own audit/inspection at the same time.
Each party will, however, take responsibility for the results of their own audit/inspection results. **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent, may require to be handed a copy of the minutes of the previous OHS Committee meeting reflecting possible recommendations made by that committee to the Principal Contractor for reference purposes.

H12.c Reporting

- i. The Principal Contractor will report all incidents where an employee is injured on duty to the extent that he/she

- 1) dies;
- 2) becomes unconscious;
- 3) loses a limb or part of a limb; or
- 4) is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed.

OR WHERE

- 5) a major incident occurred;
- 6) the health or safety of any person was endangered;
- 7) where a dangerous substance was spilled;
- 8) the uncontrolled release of any substance under pressure took place;
- 9) machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects; or
- 10) machinery runs out of control.

to the Provincial Director of the Department of Labour, within seven days, and at the same time to **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent. Also refer in this regard to Section 24 of The Act and Section 8 of the General Administrative Regulations.

- ii. The Principal Contractor must provide **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent, with copies of all statutory reports required in terms of The Act and Regulations.
- iii. The Principal Contractor must provide **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent with a monthly "Safety and Health Management Report".
- iv. The Principal Contractor must as soon as possible provide **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent with copies of all internal and external accident/incident investigation reports. As soon as the occurrence of any accident/incident of whatever nature comes to the notice of the Principal Contractor it shall be reported immediately to any of the following:
 - a. **CITY OF CAPE TOWN**,
 - b. The Client's appointed Agents, or OHS agent,
 - c. Department of Labour
- v. If an injured person dies as a result of an incident, which has already been reported, the Principal Contractor must report such death to the Provincial Director telephonically, per facsimile or similar means of communication.
- vi. The Principal Contractor must, within 7 days after an accident occurred, where a person required medical treatment more than just first aid, provide the Compensation Commissioner with the relevant documentation. An employer, who fails to report to report any accident, as mentioned above, shall be guilty of an offence in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 and may be held liable for the full amount of compensation payable in respect of such accident.

The Principal Contractor must, within 14 days after an occupational disease was diagnosed, provide the Compensation Commissioner with the relevant documentation. An employer, who fails to report to report

any occupational disease, shall be guilty of an offence in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 and may be held liable for the full amount of compensation payable in respect of such a disease.

H12.d Review

- i. The Principal Contractor must review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production, Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.
- ii. The Principal Contractor must provide **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

H12.e Site Rules and other Restrictions

i. Site OHS Rules

- (1) The Principal Contractor will develop a set of site specific OHS rules that will be applied for the duration of the construction process.
- (2) As required, by law, visitors and non-employees, upon entering the site, shall be issued with the correct Personal Protective Equipment (PPE).
- (3) Specific site rules that must be implemented are as follows:
 - (a) No smoking in demarcated areas
 - (b) No open flames
 - (c) No firearms
 - (d) No scavenging
 - (e) Respect for all property
 - (f) No eating or drinking while working
 - (g) No alcohol or drugs
 - (h) PPE will be worn at all times

H12.f Security Arrangements

- i. The Principal Contractor will establish site **access rules** and implement and maintain these rules throughout the construction period. Access control must include the rule that non- employees shall at all times be provided with fulltime supervision while on site.
- ii. The Principal Contractor will develop a set of **security rules** and procedures and maintain these throughout the construction period.
- iii. If not already tasked to the OHS Officer, appointed in terms of Construction Regulation 8(5), the Principal Contractor will appoint a competent Emergency Controller whom must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments. These plans must include at least a 3 month practice/testing programme for the plans. These practises/test runs must include all persons on site at the time of the practises/test runs.

H12.g Training

i. General Induction Training

- (1). No Contractor may allow or permit any employee or person to enter any site, unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry. Proof of such inductions must be kept on the site safety file of General Induction Training [Section 8(2)(E) of the Act and Construction Regulation 7(5)].
- (2). The Principal Contractor [and/or their Contractor(s)] must ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and or control measures before any work commences, and thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site.
- (3). A induction training register must be signed and kept in the File on site.

ii. Job Specific Training

- (1). All employees in jobs requiring training in terms of The Act and Regulations must be in possession of valid proof of training as follows:
 - (aa) Job Specific Induction (also visitors) (Sections 8 & 9 of The Act)
 - (bb) Site/Project Manager
 - (cc) Construction Manager
 - (dd) OHS Representatives (Section 18 (3) of The Act)
 - (ee) Training of the Appointees (General - & Site Specific Induction Training)
 - (ff) Operators of Cranes (Driven Machinery Regulations Section 22(e))
 - (gg) Operators & Drivers of Construction Vehicles and Mobile Plant [Construction Regulations Section 23(1)(d)(i)]
 - (hh) Basic Fire Prevention & Protection (Environmental Regulation 9 and Construction Regulations Section 29)
 - (ii) As a minimum basic First Aid to be upgraded when necessary (General Safety Regulations Section 3)
 - (jj) Storekeeping Methods and Safe Stacking (Construction Regulations Section 28)
 - (kk) Emergency, Security and Fire Co-ordinator
- (2) The training register must be signed and kept in the File on site.
 - (aa) **Awareness and Promotion** as per Construction Regulation 7(4)
The Principal Contractor [and/or their Contractor(s)] is required to have a plan in place to promote an OHS awareness and -culture in their employees. The following method will be used:
 - (bb) **Toolbox Talks:**
The Principal Contractor shall continuously conduct, on site, **weekly** toolbox talks and on or before any hazardous work takes place. The talks shall cover the relevant activity regarding any hazard and the related safe work procedures and an attendance register must be kept and signed by all attendees. A record of who attended and the content of the topic must be kept in the site Health and Safety File as evidence of training.

H12.h Accident and Incident Investigation

- i. Inspection and reporting is the best way in which a responsible Contractor can control his area of responsibility. The Principal Contractor is responsible to oversee the investigations, per Annexure 1 proforma (available in the General Administrative Regulations), of all accidents/incidents, irrespective of whether it gave rise to loss, injury, damage or not and the results recorded in the Accident/Incident Register in the File.
- ii. These incidents must be recorded in the form of Annexure 1 of the General Administrative Regulations and be kept for a period of at least 3 years. This record shall be kept in the File on the premises and be available for perusal by an inspector.
- iii. The Principal Contractor is responsible for the investigation, per Annexure 1 proforma, of all non-injury incidents as described in Section 24 (1)(b) & (c) of The Act and keep a record of the results of such investigations including the steps taken to prevent similar incidents in future.
- iv. The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the construction site and keep a record of the results of such investigations including the steps taken to prevent similar accidents in future. Records to be kept in the File on the site.
- v. The Principal Contractor to appoint, in writing, an incident/accident investigator who will be responsible to investigate all the accidents/incidents. These investigations should take place within 7 days from the date of incident and be completed as soon as is reasonable practicable or within the contracted period of contract workers. The Principal Contractor must record the result of the investigation on an Annexure 1 document and keep it in the File on the site. The purpose of the investigation is to establish the cause of the incident together with the safety measures that can be implemented to prevent the re-occurrence of such incidents in the future.
- vi. The health and safety committee shall examine these records at their next meeting and forward the recommendations to the Principal Contractor.

H12.i OHS Representatives (SHE Reps) and OHS Committees**i. Designation of OHS Representatives (SHE Reps)**

- (1) Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) they must appoint one OHS Representatives for every 50 employees or part thereof (Section 17 of The Act and General Administrative Regulations, Sections 6 & 7).
- (1) OHS Representatives must be appointed in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulations, Section 6.

ii. Duties and Functions of the OHS Representatives

- (1) The Principal Contractor must ensure that the designated OHS Representatives conduct a weekly inspection of their respective areas of responsibility using a checklist and report thereon to the OHS Committee after which these reports shall be consolidated for submission to the Principal Contractor.
- (2) OHS Representatives must be included in and be part of accident/incident investigations.
- (3) OHS Representatives shall be members of at least one OHS Committee and must attend all meetings of that OHS committee.
- (4) For detailed list of functions please refer to Section 18 of The Act.

iii. Establishment of OHS Committee(s)

- (1) The Principal Contractor must establish OHS Committees consisting of designated OHS Representatives together with a number of Employer Representatives appointed as per Section 19(3) of The Act. The number of employer representatives is not allowed to exceed the number of OHS Representatives on the committee. The persons nominated by the Principal Contractor on an OHS Committee must be designated in writing. The OHS Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairpersonship.
- (2) The OHS Committee must meet at least three monthly, but should consider monthly meetings.

H12.j **First Aid and First Aiders**

i. **Designation of First Aiders**

- (1) Where the Principal Contractor employs more than 10 persons at a workplace (including the employees of other Contractors (sub-contractors) they will ensure the following ratio of First Aiders to employees:
 - (a) One First Aider to every 50 employees in case of a workplace;
 - or
 - (b) One First Aider to every 100 employees in case of an office or shop.
- (2) The First Aiders must be in possession of a valid certificate of competency in first aid and must be appointed in writing. Records must be kept in the File on site.
- (3) Where the Principal Contractor employs more than 5 persons (including the employees of other Contractors (sub-contractors) they must provide a first aid box or boxes at or near the workplace (Section 3 of General Safety Regulations). The contents of the first aid box must comply with the requirements as per the Annexure in the General Safety Regulations.

H13 **PROJECT/SITE SPECIFIC REQUIREMENTS**

- a. The following is a list of possible activities and considerations that have been identified for which Risk Assessments, Safe Working Procedures (SWP), Control Measures and Method Statements (where necessary) have to be developed by the Principal Contractor:
 - i. Clearing and Grubbing of the Area/Site
 - ii. Site Establishment including:
 - (1) Office/s
 - (2) Secure/Safe storage and storage areas for materials, plant & equipment
 - (3) Ablution facilities
 - (4) Sheltered dining area
 - (5) Vehicle access to the site
 - iii. Dealing with existing structures
 - iv. Location of existing services
 - v. Installation and maintenance of temporary construction electrical supply, lighting and equipment
 - vi. Adjacent land use/surrounding property exposures
 - vii. Boundary and access control/public liability exposures (Remember: the Principal Contractor is also responsible for the OHS of non-employees affected by their work activities)
 - viii. Health risks arising from neighbouring and own activities as well as from the environment e.g. threats by dogs, bees, snakes, lightning, allergies etc.

- ix. Exposure to Noise
- x. Exposure to Vibration
- xi. Protection against dehydration and heat exhaustion
- xii. Protection from wet & cold conditions
- xiii. Dealing with HIV/Aids and other diseases as per specific programme.
- xiv. Use of Portable Electrical Equipment including but not limited to:
 - (1) Angle grinder
 - (2) Electrical Drilling machine
 - (3) Skill saw
 - (4) Portable battery operated hand tools
 - (5)
- xv. Excavations including:
 - a. Drainage, Protection against flooding
 - b. Daily inspections
- xvi. Loading and offloading of trucks
- xvii. Aggregate/sand and other materials delivery
- xviii. Manual and mechanical handling
- xix. Lifting and lowering operations
- xx. Driving & Operation of Construction Vehicles and Mobile Plant including:
 - (1) Excavator
 - (2) Roller
 - (3) Front End Loader
 - (4) Mobile Cranes and the ancillary lifting tackle
 - (5) Towing and/or parking of vehicles and mobile plant
- xxi. Use and Storage of Flammable Liquids and other Hazardous Substances – **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent to be informed of this prior to commencing of the project
- xxii. As discovered by the Principal Contractor's hazard identification exercise
- xxiii. As discovered from any inspections and audits conducted by **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent or any other Contractor on site
- xxiv. As discovered from any accident/incident investigation

H14 **OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE LEGAL COMPLIANCE**

H14.a **Administrative and Legal Requirements**

OHS Act/Regulations Section	Subject	Requirements
Construction Regulations Sect 4	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site
General Administrative Regulations Sect 4	Copy of OHS Act (Act 85 of 1993)	Updated copy of Act & Regulations on site. Readily available for perusal by employees.
Compensation of Injuries and Diseases Act (COID) Sec 80	Registration with Compensation Insurer	Written proof of registration/Letter of good standing available on Site
Construction Regulations Sect 5 & 7(1)	OHS Specification & Programme	OHS Spec received from Client and/or its Agent on its behalf OHS programme developed & Updated regularly
OHS Act Sect 8(2)(d) Construction Regulations Sect 9	Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and – Plan drawn up/Updated RA Plan available on Site Employees/Sub-Contractors informed/trained
OHS Act Sect 16(2)	Assigned duties (Managers)	Responsibility of complying with the OHS Act assigned to other person/s by CEO.
Construction Regulations Sect 8(1)	Construction Manager Responsible on Site	Competent person appointed in writing as Construction Supervisor with job description
Construction Regulations Sect 8(2)	Assistant Construction Manager for above	Competent person appointed in writing as Assistant Construction Supervisor with job description
OHS Act Sect 17 & 18 General Administrative Regulations Sect 6 & 7	Designation of Health & Safety Representatives	More than 20 employees - one OHS Representative, one additional OHS Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 Meaningful OHS Rep. reports. Reports actioned by Management.
OHS Act Sect 19 & 20 General Administrative Regulations Sect 5	Health & Safety Committee/s	OHS Committee/s established. All OHS Reps shall be members of OHS Committees Additional members are appointed in writing. Meetings held monthly, Minutes kept. Actioned by Management.
OHS Act Sect 37(1) & (2)	Agreement with Mandatories/ (Sub-) Contractors	Written agreement with (Sub-)Contractors List of (Sub-) Contractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Supervisor designated Written arrangements re. OHS Reps & OHS Committee Written arrangements re. First Aid
OHS Act Sect 24 General Administrative Regulations Sect 8 COID Act Sect 38, 39 & 41	Reporting of Incidents (Dept. of Labour)	Incident Reporting Procedure displayed. All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1)(WCL 1 or 2) and to the Client and/or its Agent on its behalf Cases of Occupational Disease Reported

OHS Act/Regulations Section	Subject	Requirements
		Copies of Reports available on Site Record of First Aid injuries kept
General Administrative Regulations Sect 9	Investigation and Recording of Incidents	All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Copies of Reports (Annexure 1) available on Site Tabled at OHS Committee meeting. Action taken by Site Management.
Construction Regulations Sect 12	Temporary Works	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling - Inspection register kept
Construction Regulations Sect 16	Scaffolding	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SANS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept
Construction Regulations Sect 13	Excavations	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used
Construction Regulations Sect 14	Demolition Work	Competent person/s appointed in writing to supervise and control Demolition work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Engineering survey and Method Statement available on Site Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept
Construction Regulations Sect	Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment

OHS Act/Regulations Section	Subject	Requirements
22 Driven Machinery Regulations Sect 18 & 19		Written Proof of Competence available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Tower Crane/s - after erection/6monthly - Other cranes - annually by competent person - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application
Construction Regulations Sect 24 Electrical Machinery Regulations Sect 9 & 10 Electrical Installation Regulations	Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools, electric lights and extension leads must be uniquely identified/numbered. Weekly visual inspection by User/Issuer/Store man. Register kept.
Construction Regulations Sect 28 General Safety Regulations Sect 8(1)(a)	Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site
Construction Regulations Sect 29 Environmental Regulations Sect 9	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: Drilled/Practiced Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register. Inspected weekly. Inspection Register kept Serviced annually
General Safety Regulations Sect 3	First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OHS Act. One qualified First Aider appointed for every 50 employees. more than 10 persons are employed) List of First Aid Officials and Certificates Name of person/s in charge of First Aid box/es displayed. Location of First Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries
General Safety Regulations Sect 2	Personal Safety Equipment (PSE)	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE PSE remain property of Employer, not to be removed from premises GSR 2(4)

OHS Act/Regulations Section	Subject	Requirements
General Safety Regulations Sect 9	Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately Equipment identified/numbered and entered into a register Equipment inspected weekly. Inspection Register kept Separate, purpose made storage available for full and empty vessels
Hazardous Chemical Substances (HCS) Regulations Construction Regulations Sect 23	Control of Storage & Usage of HCS and Flammables	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS (including Flammables) Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site Separate, purpose made storage available for full and empty containers
Pressure Equipment Regulations	Pressure Equipment	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of Pressure Equipment Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of Pressure Equipment on Site Inspections & Testing by Approved Inspection Authority (AIA): after installation/re-erection or repairs every 36 months. Register/Log kept of inspections, tests. Modifications & repair
Construction Regulations Sect 23	Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: Carry out a daily inspection prior to use Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site. Record of Daily inspections kept

Construction Regulations	RECORD TO BE KEPT	Responsible Person
3	Application for Construction work permit to Provincial Director – Annexure 1 Available on site Unique number displayed conspicuously at entrance	CITY OF CAPE TOWN, and principal contractor
4	Notification to Provincial Director – Annexure 2 7 days before work commences Available on site	principal contractor
7(1)	Copy of Principal Contractor's Plan. Available on request & onsite	CITY OF CAPE TOWN,

Construction Regulations	RECORD TO BE KEPT	Responsible Person
7(2)(a)	Copy of Principal Contractor's Plan. As well as each Contractor's Plan, available on request	principal contractor
7(2)(d)	File opened and kept on site (including all documentation required in terms of The Act & Regulations). Available on request	contractor
7(1)(f)	Consolidated File handed to Client on completion of Construction work. To include all documentation required in terms of The Act & Regulations and records of all drawings, designs, materials used and similar information on the structure	principal contractor
7(1)(f)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done included in the File and available on request	principal contractor
7(1)(g)	Ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of annexure 3.	principal contractor/s & Contractor/s
9(6)	Risk Assessment - Available on site for inspection	contractor
10(1)(b)	Construction Manager [CR 8(1)] has latest updated version of Fall Protection Plan [CR 10(1)]	contractor
5(1)(d)	Inform Contractor in writing of dangers and hazards relating to construction work	Designer of Structure
5(2)(c)	All drawings pertaining to the design of structure On site available for inspection	contractor
11(2)(b)	Record of inspections of the structure [First 2 years – once every 6 months, thereafter yearly] - Available on request	Owner of Structure
11(2)(d)	Maintenance records - safety of structure - Available on request	Owner of Structure
12(3)(c)	Drawings pertaining to the design of Temporary Works structure - Kept on site, available on request	contractor
13(2)(h)	Record of excavation inspection - On site available on request	contractor
20(8)	Records of Bulk Mixing Plants maintenance and repairs On site available for inspection	Contractor
23(1)(k)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	contractor
24(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	contractor

Construction Regulations	RECORD TO BE KEPT	Responsible Person
29(l)	Fire Evacuation Plan	contractor

H14.b Education and Training

Subject	Requirement
Company OHS Policy Sect 7(1)	Policy signed by CEO and published/Circulated to Employees Policy displayed on Employee Notice Boards Management and employees committed.
Company/Site OHS Rules Sect 13(a)	Rules published Rules displayed on Employee Notice Boards Rules issued and employees effectively informed or trained: written proof Follow-up to ensure employees understand/adhere to the policy and rules.
Induction & Task Safety Training Sect 13(a)	All new employees receive OHS Induction Training. Training includes Task Safety Instructions. Employees acknowledge receipt of training. Follow-up to ensure employees understand/adhere to instructions.
General OHS Training Section 13(a)	All current employees receive specified OHS training: written proof Operators of Plant & Equipment receive specified training Follow-up to ensure employees understand/adhere to instructions.
OHS Promotion	Incident Experience Board indicating e.g. * No. of hours worked without an Injury * No. of days worked without an Injury Mission, Vision and Goal Star Grading - Board kept up to date. Safety Posters displayed & changed regularly Employee Notice Board for OHS Notices. Site OHS Competition. Company OHS Competition. Participation in Regional OHS Competition Suggestion scheme.

H14.c Public Safety, Security Measures & Emergency Preparedness

Subject	Requirement
Notices & Signs	Notices & Signs at entrances / along perimeters indicating "No Unauthorised Entry". Notices & Signs at entrance instructing visitors and non - employees what to do, where to go and where to report on entering the site/yard with directional signs. e.g. "Visitors to report to Office" Notices & Signs posted to warn of overhead work and other hazardous activities. e.g. General Warning Signs Construction work permit displaying permit number at main entrance
Site Safeguarding	Nets, Canopies, Platforms, Fans etc. to protect members of the public passing / entering the site.
Security Measures	Access control measures/register in operation Security patrols after hours during weekends and holidays Sufficient lighting after dark Guard has access to telephone/ mobile/other means of emergency communication
Emergency Preparedness	Emergency contact numbers displayed and made available to Security & Guard Emergency Evacuation instructions posted up on all notice boards (including employees' notice boards)

Subject	Requirement
	Emergency contingency plan available on site/in yard Doors open outwards/unobstructed Emergency alarm audible all over (including in toilets)
Emergency Drill & Evacuation	Adequate No. of employees trained to use Fire Fighting Equipment. Emergency Evacuation Plan available displayed and practiced. (See Section 1 for Designation & Register)

H14.d Personal Protective Equipment

Subject	Requirement
PPE needs analysis	Need for PPE identified and prescribed in writing. PPE remain property of Employer, not to be removed from premises GSR 2(4)
Head Protection	All persons on site to wear Safety Helmets including Sub-contractors and Visitors
Foot Protection	All employees on site wearing Safety Shoe with steel tips, including Gumboots for concrete / wet work and non-slip shoes for roof work. Visitors to wear same upon request or where prescribed(visitors to site office alone may be permitted with a minimum requirement of a closed leather shoe.
Eye and Face Protection	Eye and Face (also Hand and Body) Protection (Goggles, Face Shields, Welding Helmets etc.) used when operating the following: <ul style="list-style-type: none"> * Jack/ Kango Hammers * Angle / Bench Grinders * Electric Drills (Overhead work into concrete / cement / bricks * Explosive actuated fastening device * Concrete Vibrators / Pokers * Hammers & Chisels * Cutting / Welding Torches * Cutting Tools and Equipment * Guillotines and Benders * Shears * Sanders and Sanding Machines * CO2 and Arc Welding Equipment * Skill / Bench Saws * Spray Painting Equipment etc.
Hearing Protection	Hearing Protectors (Muffs, Plugs etc.) used when operating the following: <ul style="list-style-type: none"> * Jack / Kango Hammers * Explosive actuated fastening device * Wood/Aluminium Working Machines e.g. saws, planers, routers
Hand Protection	Protective Gloves worn by employees handling / using: <ul style="list-style-type: none"> * Cement / Bricks / Steel / Chemicals * Welding Equipment * Hammers & Chisels * Jack / Kango Hammers etc.
Respiratory Protection	Suitable/efficient prescribed Respirators worn correctly by employees handling / using: <ul style="list-style-type: none"> * Dry cement * Dusty areas * Hazardous chemicals * Angle Grinders * Spray Painting etc.

Subject	Requirement
Protective Clothing	All jobs requiring protective clothing (Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn.
PPE Issue & Control	Identified Equipment issued free of charge. All PPE maintained in good condition. (Regular checks). Workers instructed in the proper use & maintenance of PPE. Commitment obtained from wearer accepting conditions and to wear the PPE. Record of PPE issued kept on OHS File. PPE remain property of Employer, not to be removed from premises GSR 2(4)

H14.e Housekeeping

Subject	Requirement
Stacking & Storage (See Section 1 for Designation & Register)	Stacking: <ul style="list-style-type: none"> * Stable, on firm level surface/base. * Prevent leaning/collapsing * Irregular shapes bonded * Not exceeding 3x the base * Stacks accessible * Removal from top only. Storage: <ul style="list-style-type: none"> * Adequate storage areas provided. * Functional – e.g. demarcated storage areas/racks/bins etc. * Special areas identified and demarcated e.g. flammable gas, cement etc. * Neat, safe, stable and square. * Store/storage areas clear of superfluous material. * Storage behind sheds etc. neat/under control. * Storage areas free from weeds, litter etc.
Waste Control /Reclamation	Re-usable off-cuts and other re-usable material removed daily and kept to a minimum in the work areas. All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber). Issue of hardware/nails/screws/cartridges etc. controlled and return of unused items monitored.
Sub-contractors (Housekeeping)	Sub-contractors required to comply with Housekeeping requirements.

H14.f Working at Heights/Elevated positions (including Roof Work)

Subject	Requirement
Openings	Unprotected openings adequately guarded/fenced/barricaded/catch nets installed Roof work discontinued when bad/hazardous weather Fall protection measures (including warning notices) when working close to edges or on fragile roofing material Covers over openings in roof of robust construction/secured against displacement

H14.g Ladders

Subject	Requirement
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Physical Condition / Use & Storage	<p>Stepladders - hinges/stays/braces/stiles in order.</p> <p>Extension ladders - ropes/rungs/stiles/safety latch/hook in order.</p> <p>Extension / Straight ladders secured or tied at the bottom / top.</p> <p>No joined ladders used</p> <p>Wooden ladders are never painted except with varnish</p> <p>Aluminium ladders NOT to be used with electrical work</p> <p>All ladders stored on hooks / racks and not on ground.</p> <p>Ladders protrude 900 mm above landings / platforms / roof.</p> <p>Fixed ladders higher than 5 m have cages/Fall arrest system</p>
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H14.h Electrical

Subject	Requirement
Electrical Distribution Boards & Earth Leakage	<p>Colour coded / numbered / symbolic sign displayed.</p> <p>Area in front kept clear and unobstructed.</p> <p>Fitted with inside cover plate / openings blanked off / no exposed "live" conductors / terminals/Door kept closed</p> <p>Switches / circuit breakers identified.</p> <p>Earth leakage protection unit fitted and operating.</p> <p>Tested with instrument: Test results within 15 – 30 milliamps</p> <p>Aperture/Opening/s provided for the plugging in and removal of extension leads without the need to open the door</p> <p>Apertures and openings used for extension leads to be protected against the elements and especially rain</p>
Electrical Installations & Wiring	<p>Temporary wiring / extension leads in good condition / no bare or exposed wires.</p> <p>Earthing continuity / polarity correct:</p> <p>Cables protected from mechanical damage and moisture.</p> <p>Correct loading observed e.g. no heating appliance used from lighting circuit etc.</p> <p>Light fittings/lamps protected from mechanical damage/moisture.</p> <p>Cable arrestors in place and used inside plugs</p>
Physical condition of Electrical Appliances & Tools	<p>Electrical Equipment and Tools: (includes all items plugging in to a 16 Amp supply socket)</p> <p>Insulation / casing in good condition.</p> <p>Earth wire connected/intact where not of double insulated design</p> <p>Double insulation mark indicates that no earth wire is to be connected.</p> <p>Cord in good condition/no bare wires/secured to machine & plug.</p> <p>Plug in good condition, connected correctly and correct polarity.</p>

H14.i Emergency Preparedness and Fire Prevention/Protection

Subject	Requirement
Fire Extinguishing Equipment	<p>Fire Risks Identified and on record</p> <p>The correct and adequate Fire Extinguishing Equipment available for:</p> <ul style="list-style-type: none"> * Offices * General Stores * Flammable Store * Fuel Storage Tank/s and catchment well * Gas Welding / Cutting operations * Where flammable substances are being used / applied. * Equipment Easily Accessible
Maintenance	Fire equipment checked minimum monthly, serviced yearly
Location & Signs	<p>Fire Extinguishing Equipment:</p> <ul style="list-style-type: none"> * Clearly visible * Unobstructed * Signs posted including "No Smoking" / "No Naked Lights" where required. (Flammable store, Gas store, Fuel tanks etc.)

Storage Issue & Control of Flammables (incl. Gas cylinders)	<p>Storage Area provided for flammables with suitable doors, ventilation, bund etc. Flammable store neat / tidy and no Class A combustibles. Decanting of flammable substances carried out in ignition free and adequately ventilated area. Container bonding principles applied</p> <p>Only sufficient quantities issued for one task or one day's usage</p> <p>Separate, special gas cylinder store/storage area.</p> <p>Gas Cylinders stored / used / transported upright and secured in trolley/cradle/structure and ventilated.</p> <p>Types of Gas Cylinders clearly identified as well as the storage area and stored separately.</p> <p>Full cylinders stored separately from empty cylinders.</p> <p>All valves, gauges, connections, threads of all vessels to be checked regularly for leaks. Leaking acetylene vessels to be returned to the supplier IMMEDIATELY.</p>
Storage, Issue & Control of Hazardous Chemical Substances (HCS)	<p>HCS storage principles applied: products segregated</p> <p>Only approved, non-expired HCS to be used</p> <p>Only the prescribed PPE shall be used as the minimum protection</p> <p>Provision made for leakage/spillage containment and ventilation</p> <p>Emergency showers/eye wash facilities provided</p> <p>HCS under lock & key controlled by designated person</p> <p>Decanted/issued in containers as prescribed with information/warning labels</p> <p>Disposal of unwanted HCS by accredited disposal agent</p> <p>No dumping or disposal of any HCS on or inside the storage area or anywhere else on the project site</p> <p>All vessels or containers to be regularly checked for leaks</p>

H14.j Excavations

Subject	Requirement
Excavations deeper than 1.5 m.	<p>Shored / Braced to prevent caving / falling in.</p> <p>Provided with an access ladder.</p> <p>Excavations guarded/barricaded/lighted after dark in public areas</p> <p>Soil dumped at least 1 m away from edge of excavation</p> <p>On sloping ground soil dumped on lower side of excavation</p> <p>All excavations are subject to daily inspections</p>

H14.k Tools

Subject	Requirement
Hand Tools	<p>Shovels / Spades / Picks:</p> <ul style="list-style-type: none"> * Handles free from cracks and splinters * Handles fit securely * Working end sharp and true <p>Hammers:</p> <ul style="list-style-type: none"> * Good quality handles, no pipe or reinforcing steel handles. * Handles free from cracks and splinters * Handles fit securely <p>Chisels:</p> <ul style="list-style-type: none"> * No mushroomed heads / heads chamfered * Not hardened * Cutting edge sharp and square <p>Saws:</p> <ul style="list-style-type: none"> * Teeth sharp and set correctly * Correct saw used for the job

H14.l Cranes

Subject	Requirement
Mobile Crane	<p>Only operated by trained authorised operator with valid certificate of training</p> <p>Rear view mirrors</p> <p>Windscreen visibility good</p> <p>Windscreen wipers operating effectively</p> <p>Indicators operational</p> <p>Hooter working</p> <p>Tyres safe/sufficient tread/pressure visibly sufficient</p> <p>No missing Wheel nuts</p> <p>Headlights, taillights operational</p> <p>Reverse alarm working and audible and known by all employees</p> <p>Grease nipples and grease on all joints, No Oil leaks</p> <p>Hydraulic pipes visibly sound/no leaks, No corrosion on Battery terminals</p> <p>Boom visibly in good condition/no apparent damage</p> <p>Cable/sheaves greased/no visible damage/split wires/corrosion and checked daily</p> <p>Brakes working properly, Crane hook: Throat pop marked/safety latch fitted/functional</p> <p>SWL/MML displayed, By-pass valves operational</p> <p>Deflection chart displayed/visible to operator/driver</p> <p>Out Riggers functional used</p>

H14.m Builders Hoist

Subject	Requirement
Builders Hoist	<p>"Hoist In Operation" - sign displayed.</p> <p>General construction strong and free from patent defects.</p> <p>Tower: * Adequately secured / braced.</p> <p>* At least 900 mm available for over travel.</p> <p>* Barricaded at least 2 100 mm high at ground level and floors.</p> <p>* Landing place provided with gate at least 1 800 high.</p> <p>Platform: * No persons conveyed on platform</p> <p>* Steel wire ropes with breaking strength of six times maximum load.</p> <p>* Signal systems used which may include two-way radio connections.</p> <p>* Goods prevented from moving / falling off.</p> <p>* Effective brake capable of stopping and holding maximum load.</p>

H14.n Transport and Materials Handling Equipment

Subject	Requirement
Site Vehicles	<p>All Site Vehicles, Dumpers, Bobcats, Loaders etc; checked daily before use by driver / operator.</p> <p>Inventory of vehicles used/operated on site</p> <p>Inspection by means of a checklist / results recorded.</p> <p>No persons riding on equipment not designed or designated for passengers.</p> <p>Site speed limit posted, enforced and not exceeded.</p> <p>Drivers / Operators trained / licensed and carrying proof.</p> <p>No unauthorised persons allowed to drive / operate equipment.</p>
Conveyors	<p>Conveyor belt nip points and drive gear guarded.</p> <p>Emergency stop/lever/brake fitted, clearly marked & accessible and tested to be functional under full load.</p>

H14.o Site Plant and Machinery

Subject	Requirement
Brick Cutting Machine	Operator Trained. Only authorised persons use the machine. Emergency stop switch clearly marked and accessible. Area around the machine dry and slip/trip free/clear of off-cuts All moving drive parts guarded/electrical supply cable protected Operator using correct PPE - eye/face/hearing/foot/hands/body.
Electric Arc Welder	Welder Trained. Only authorised / trained persons use welder. Earth cable adequately earthed to work. Electrode holder in good condition/safe Cables, clamps & lugs/connectors in good condition. Area in which welding machine is used is dry/protected from wet. Welder using correct PPE - eye/ face/foot/body/respirator. Correct transparent screens & warning signs placed
Compressors	Relief valves correctly set and locked / sealed. Maximum Safe Working Pressure (MSWP) indicated on face of pressure gauge: not on glass cover. All drives adequately guarded. Receiver/lines drained daily Hoses good condition/clamped, not wired Compressed air NEITHER used to dust off clothing/PPE/ and work areas NOR on bare skin
Concrete Mixer / Bulk Mixing Plants	Top platform provided with guardrails. Dust abatement methods in use. Operators using correct PPE - eye / hands / respirators. All moving drive parts guarded. Emergency stops identified / indicated and accessible. Area kept clean/dry/and free from tripping and slipping hazards. Operators' overseer identified and crane signals displayed and used.
Gas Welding / Flame Cutting Equipment	Only authorised/trained persons use the equipment. Torches and gauges in good condition. Flashback arrestors fitted at cylinders and gauges. Hoses in good condition/correct type/all connections with clamps Cylinders stored, used and transported in upright position, secured in trolley / cradle / to structure. All cylinders regularly checked for leaks, leaking cylinders returned immediately Fire prevention/control methods applied/hot work permits

H14.p Plant and Storage Yard/Site Workshop

Subject	Requirements
OHS Act Sect 8(2)(1) General Machinery Regulations Sect 2(1): Supervision of the Use & Maintenance of Machinery	Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of Machinery Critical items of Machinery identified/numbered/placed on register/inventory Inspection/maintenance schedules for abovementioned Inspections/maintenance carried out to above schedules Results recorded
General Machinery Regulations Sect 9(2): Notices re. Operation of Machinery	Schedule D Notice posted in Work areas
Pressure Equipment Regulations Sect 13(1)(b): Supervision of the Use & Maintenance of Pressure Equipment	Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of Pressure Equipment Pressure Equipment identified/numbered/placed on register/Manufacturers plate intact Inspection/maintenance schedules for above mentioned Inspections/maintenance carried out to above schedules Results recorded/Test certificates available
Lock-out Procedure	Lock-out procedure in operation
Ergonomics	Ergonomics survey conducted – results on record Survey results applied
Demarcation & Colour Coding	Demarcation principles applied All services, pipes, electrical installation, stop-start controls, emergency controls etc. colour coded to own published or SABS standard Employees trained to identify colour coding
Portable & Bench Grinders	Area around grinder clear/trip/slip free Bench grinders mounted securely/grinder generally in good condition/No excessive vibration On/Off switch/button clearly demarcated/accessible Adequate guards in place Tool rest – secure/square/max. 2 mm gap, perpendicular to drive shaft Stone/disk - correct type and size/mounted correctly/dressed Use of Eye protection enforced
Battery Storage & Charging	Adequately ventilated, ignition free room/area/no smoking sign/s Batteries placed on rubber/wooden surface Emergency shower/eye wash provided No acid storage in area Prescribed methods in place and adhered to when charging batteries
Ancillary Lifting Equipment	Chain Blocks/Tirfors/jacks/mobile gantries etc. identified/numbered on register Chains in good condition/links no excessive wear/checked daily Lifting hooks – throat pop marked/safety latch fitted SWL/MML marked/displayed

H14.q Workplace Environment, Health and Hygiene

Subject	Requirement
Lighting	Adequate lighting in places where work is being executed e.g. stairwells and basements. Light fittings placed / installed causing no irritating/blinding glare. Stroboscopic effect eliminated (not only reduced) where moving objects or machinery is used
Ventilation	Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.
Noise	Tasks identified where noise levels exceeds 85 dB(A) at any one time. All reasonable steps taken to reduce noise levels at the source. Hearing protection used where noise levels could not be reduced to below 85 dB(A).
Heat Stress	Measures in place to prevent heat exhaustion in heat stress problem areas e.g. steel decks, when the WBGT index reaches 30. (See Environmental Regulation 4) Cold drinking water readily available at all times.
Ablutions	Sufficient hygiene facilities provided - 1 toilet per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites) Toilet paper available. Sufficient showers provided. Facilities for washing hands provided Soap/cleaning agent available for washing hands Means of drying hands available Lock-up changing facilities / area provided. Ablution facilities kept hygienic and clean.
Eating/Cooking Facilities	Adequate storage facilities provided. Weather protected eating area provided, separate from changing area Refuse bins with lids provided. Facilities kept clean and hygienic.
Pollution of Environment	Measures in place to minimize dust generation. Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials etc. prevented. Spillage / discarding of oil, chemicals and diesel into storm water and other drains or into existing or newly dug holes/cavities on site expressly prohibited.
Hazardous Chemical Substances	All substances identified and list available e.g. acids, flammables, poisons etc. Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available. Substances stored safely. Expiry dates meticulously checked where applicable

H15 PRINCIPAL CONTRACTOR'S GENERAL DUTIES

- a. The Principal Contractor will at all times ensure his status of an "employer" as referred to in The Act, and will abide by their responsibilities, duties and functions as per the requirements of The Act and Regulations with specific reference to Section 8 of The Act.
- b. The Principal Contractor will keep, and on demand make available, a copy of The Act on site at all times and, in addition to that, will introduce and maintain a file titled "Health and Safety File", or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations and this Health and Safety Specification. The Principal Contractor will make this file available to **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent, whenever necessary or on request to an interested party.

H16 PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

- a. The Principal Contractor's specific duties in terms of this Health and Safety Specification are detailed in the Construction Regulations.
- b. The Principal Contractor is specifically referred to the following elements of the Construction Regulations, but not limited to only these Regulations:
 - ii. Regulations No. 1: Definitions
 - iii. Regulations No. 2: Scope of Application
 - iv. Regulations No. 3: Application for construction work permit.
 - v. Regulations No. 4: Notification of Construction Work
 - vi. Regulations No. 7: Principal Contractor and Contractor
 - vii. Regulations No. 8: Supervision of Construction Work
 - viii. Regulations No. 9: Risk Assessment
 - ix. Regulations No. 28: Stacking & Storage on Construction Site
 - x. Regulations No. 28: Construction employees' facilities
 - xi. Regulations No. 32: Approved Inspection Authorities
 - xii. Regulations No. 33: Offences and Penalties
- c. The Principal Contractor shall ensure compliance to The Act and its Regulations and specifically to the above Regulations, and document each record in the File.

H17 THE PRINCIPAL CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES

- a. The following activities are identifiable as hazardous in terms of the Construction Regulations. The Principal Contractor shall execute the activities in accordance with the following Construction Regulations and other applicable Regulations of The Act:
 - i. Regulation No. 13 : Excavation work
 - ii. Regulation No. 14 : Demolition work
 - iii. Regulation No. 22 : Cranes
 - iv. Regulation No. 23 : Construction vehicles & mobile plant
 - v. Regulation No. 24 : Electrical installations and machinery on construction sites
 - vi. Regulation No. 25 : Use and temporary storage of flammable liquids construction sites
 - vii. Regulation No. 26 : Water environments
 - viii. Regulation No. 27 : Housekeeping on construction sites
 - ix. Regulation No. 29 : Fire precautions on construction sites

This list must not be taken to be exclusive nor exhaustive!

- b. All of the above requirements will be read in conjunction with the relevant Regulations and OHS standards as required by The Act. All documents and records required by the Construction Regulations will be kept in the File and will be made available at any time when required by **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent, or on request to an interested party.

H18 GENERAL NOTES TO THE PRINCIPAL CONTRACTOR**H18.a Legal Framework: Legal Obligations**

- i. The more important Acts and relevant subordinate/secondary legislation as well as other (*inter alia* Local Government) legislation that also apply to the State as well as to State owned buildings and premises:
 - (a) The latest issue of SANS 0142: "Code of Practice for the Wiring of Premises".

- (b) The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by laws and any special requirements of the local supply authority.
- (c) The Fire Brigade Services Act 1987, Act 99 of 1987 as amended.
- (d) The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SANS 10400, published November 2010).
- (e) The Post Office Act 1958 (Act 44 of 1958) as amended.
- (f) The Electricity Act 1984, Act 41 of 1984.
- (g) The Regulations of Local Gas Board(s), including Publications of the SANS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4th October 1997.
- (h) Legislation pertaining to water usage and the environment.
- (i) Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.).
- (j) Waste Information Regulations (GN R625, 2012)
- (k) Common Law

H18.b Legal Liabilities

i. Common Law and Legislation is based on two main criteria –

- (a) Would the reasonable person have foreseen the hazard? (That is a reasonable person in that specific position, taking experience, qualifications, authority, position in the organization etc. into consideration).
- (b) Would the reasonable person have taken precautionary measures (action) to prevent or limit the hazard?

ii. Negligence can be proven on failure on any or both of the above criteria (There may not necessarily be a relationship between criminal and civil liability!)

H19 HOUSEKEEPING

- a) The Principal Contractor will ensure that good housekeeping is maintained at all times as per Section 27 of the Construction Regulations. Poor housekeeping contributes to three major problems, namely, increased costs, increased accidents, fire hazards and reduction in production. Good housekeeping will enhance production time.
- b) Particular emphasis is to be placed on the following crucial elements of a construction site:
 - i. Phase priorities and production/plant layout
 - ii. Enclosures
 - iii. Pits, openings and shoring
 - iv. Storage facilities
 - v. Effective, sufficient and maintained lighting or illumination
 - vi. Principal sources of injuries e.g. stairways, runways, ramps, loose building material
 - vii. Oil, grease, water, waste, rubble, glass, storm water
 - viii. Colour coding
 - ix. Demarcations
 - x. Pollution
 - xi. Waste disposal
 - xii. Ablution and hygiene facilities
 - xiii. First aid

This list must not be taken to be exclusive or exhaustive!

- c) In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter

is brought to record with **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent after which suitable, acceptable alternatives will be sought and applied.

- d) Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.
- e) The Principal Contractor will not require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of OHS.
- f) Where hazardous waste are generated in excess of 20kg per day the appointed contractor must register and report waste information to the National Department of Environmental Affairs (<http://sawic.environment.gov.za/documents/1666.PDF>). A copy of the outcome by the department on its decision on the application to be placed on the safety file.

H20 LOCKOUT SYSTEMS - ELECTRICAL

- a. A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.
- b. Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

H21 OCCUPATIONAL HEALTH

- a. Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem and the Principal Contractor [and/or its contractors] is to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks.
- b. The occupational hazards and risks may enter the body in three ways:
 - i. Inhalation through breathing e.g. cement dust;
 - ii. Ingestion through swallowing maybe through food intake;
 - iii. Absorption through the skin (pores) e.g. painting or use of thinners.
- c. The Principal Contractor [and/or its contractors] is to ensure that where employees are exposed to airborne contaminants, pre-employment medicals should be conducted to ensure fitness to work under such conditions. Tests conducted should include full lung function (Refer to Hazardous Chemical Substances Regulations for more detail).
- d. The Principal Contractor [and/or its contractors] will be responsible for the full cost of medical surveillance that their staff may require; the Contractor is therefore required to ensure that all his personnel are medically fit prior to being allowed onto the work site (Refer to Hazardous Chemical Substances Regulations for more detail).
- e. All persons working on the project are to undergo a pre-medical and exit medical. Sufficient time needs to be allocated for these medicals to be done prior to work commencing on site.
- g. Any person normally working on the site and subsequently away from site for more than one month shall be required to undergo another medical upon return.

- h. The Principal Contractor [and/or its contractors] should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act and Regulations to ensure employees are not exposed to hazards. Risk Assessments should identify areas where surveys are to be conducted.

H22 GENERAL

- a. The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by **CITY OF CAPE TOWN**, at intervals agreed upon between the Principal Contractor and **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent, provided such intervals will not exceed periods of one month. The Principal Contractor is to ensure that they and all persons under their control on the construction site shall adhere to the above specifications, as non-conformance will lead to **CITY OF CAPE TOWN**, and/or its appointed Agents, or OHS Agent, taking action as directed by Construction Regulation 4(1)(e). The Principal Contractor should note that they will be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to this Health and Safety Specification and the Plans based on this Health and Safety Specification.

Should there be any contradiction between this document and the Act, the Act must and always will take preference.

H23 BASELINE RISK ASSESSMENTS

Irrespective of the risk presented on site, it will be ensured that sufficient supervision is in place on site, that personnel are trained in accordance with legislation, including the requirement for site-specific inductions on site to inform personnel on site of the risks and hazards applicable to the site. Site supervision is responsible for ensuring that the control measures required below are implemented on site.

NO	HAZARD	RISK	CONTROL MEASURES	RISK RATING (HIGH, MEDIUM, LOW)
1.	Adjacent Land Use	Increased foot traffic across or next to site Children playing on site	<ul style="list-style-type: none"> Proper segregation of construction works from other land users Signage indicating dangers of entering site 	HIGH
2.	Ancillary Lifting Equipment	Equipment failing Personnel falling from height Debris falling from height Falling equipment or tools	<ul style="list-style-type: none"> Training certificates of equipment operators Appointment: person responsible for inspection of lifting equipment Guidelines for rope inspections Guidelines for hook inspections Inspection control for lifting equipment Annual test certificate of all lifting equipment by authorised inspection authority Competency certificates (including medicals) to be obtained for crane operators and riggers (banksmen) Load test certificates to be available for all rigging equipment No person must be allowed under suspended loads. Care should be taken in high wind conditions 	MEDIUM
3.	Backfilling	a. Struck by machine Material falling from the truck b. Speed limits c. Overloading the trucks d. Dust	<ul style="list-style-type: none"> All persons must wear the correct PPE on site Stand clear from the machine and adhere to the instructions from the spotter All persons on site must wear hard hats, dust masks. They must stand clear from any truck being loaded or with full load All truck operators must adhere to the speed limit of the site at all times No truck may be overloaded. The maximum capacity of the truck must be known and communicated to all persons involved in the operation Trucks may not be overload at any time 	MEDIUM
4.	Boundary and access control/public liability exposure	Members of public entering site Members of public getting injured Civil claims against principal contractor	<ul style="list-style-type: none"> The construction site must be suitably and sufficiently fenced off Provide a controlled access point to prevent the unauthorised entry of persons 	HIGH

NO	HAZARD	RISK	CONTROL MEASURES	RISK RATING (HIGH, MEDIUM, LOW)
5.	Clearing & Grubbing of the Area/Site	Unidentified underground civil services Using mobile plant to move material Damage to existing structures	<ul style="list-style-type: none"> Ensure that all underground services have been identified before any clearing starts Ensure that all mobile plant have been checked using the daily check sheet. Ensure that the operator is competent and have a valid medical certificate of fitness Ensure that clear orders are issued to the operators which will not affect the safety or health of any employee on site Ensure that the operator understands his responsibility and liability on the site Ensure that all the areas have been identified and explained to all site personnel where there would be a possibility of property damage. These areas must be clearly identified prior to any work on site Work strictly according to the plans provided by the client when searching for current and existing services Stop work when the current or existing service has not been found within a radius of 1 meter and consult the clients representatives before commencing Preliminary safety talks will be noted and the potential hazards explained to all employees prior to works Digging will commence with hand tools at all times when looking for existing services 	LOW

NO	HAZARD	RISK	CONTROL MEASURES	RISK RATING (HIGH, MEDIUM, LOW)
6.	Compacting and filling	Contact with tipping materials Contact with moving plant Vehicles/personnel falling into excavations Contact with underground services Hearing Loss	<ul style="list-style-type: none"> Trained banksmen to control vehicles movement Only trained personnel use plant Personal Protective Equipment to be worn Personnel to stand clear as materials are being tipped Use stop blocks and signs to warn vehicles of excavations, where applicable Stand clear of plant whilst materials are being compacted Establish position of underground services and protect services from damage 	MEDIUM
7.	Concrete works	Exposure to Cement Dust Exposure to Noise Exposure to Vibrations Moving machinery Cement Dust in eyes, lungs and injury to hands and arms Machine not inspected Injury to persons and damage to property & plant Loss of material due to mixes not being to specifications Loss in production Dermatitis Lung diseases	<ul style="list-style-type: none"> The correct personal protective equipment to be worn at all time Employee to be inducted in the use of equipment Supervisor to monitor the correct use of PPE Daily checklist for plant to be used to check condition of plant Maintaining proper housekeeping Employee to be trained to do the checks and note his findings on the check sheets Supervisor to monitor inspection procedure with mixer operator on an ongoing basis workplace Daily Inspection of plant / equipment to be done and findings reported Supervisor to check inspection reports 	MEDIUM
8.	Compactor Operations	Crushing of feet	<ul style="list-style-type: none"> Only trained and competent personnel to use the machine Ensure operative wears steep toe cap shoes or boots at all times 	MEDIUM
9.	Compressors and other pneumatic equipment	Unsafe machinery Lack of knowledge on safe work procedure Possible explosion, damage to property and injury to employees Obstruction of access route Fire or explosion Unexpected disruption in work Air entering blood stream may be fatal	<ul style="list-style-type: none"> A mobile air compressor may only be used if fitted with a valid inspection disk Proper maintenance and inspections to be carried out as per OHS Act Suppliers to give site agent inspection certificate A trained, competent person may only operate the compressor Operator must be trained inducted on the safe working procedures for such machine Supervisor to ensure only trained persons operates the machine Visual check must be carried out to ensure machine is safe to use Check exhaust system is sound, there are no leaks in the fuel system; water, oil and fuel levels are satisfactory and all guards are in place 	LOW

NO	HAZARD	RISK	CONTROL MEASURES	RISK RATING (HIGH, MEDIUM, LOW)
			<ul style="list-style-type: none"> Supervisor to ensure this check is done prior to use of machine Safety chains must be fitted across all connections with proper clamps to prevent "whipping" effect or hose should the connection fail Air compressor must be positioned as close as possible to area of use Ensure that access roads and employees access to site is not obstructed when placing hoses and compressors Supervisor to ensure compliance The compressor must be switched off when replenishing fuel Keep good communication between operator and employees Do not discharge air against the body with air hose Do not allow horseplay with compressed air After use the compressor must be moved in a place where it will not be an obstruction to employees on site Keep the machine and hoses clean and in good condition at all times Ensure correct inspections and cleaning of machine parts 	
10.	Contact Crime	Workers are robbed while at work of personal items Workers are injured Workers are killed during robbery	<ul style="list-style-type: none"> Hoarding, signage & access control for demolition area Trained first aiders on site Induction training to be conducted and High Crime areas will force the use of security guards Worksite emergency response plan 	HIGH
11.	Cranes – Mobile Use	Collapse of structure Overturning of structure Falling materials	<ul style="list-style-type: none"> Ensure emergency procedures are in place and all operative are aware of the details Only use trained and competent operators for the erection and dismantling and use of cranes Ensure crane driver is trained and holds certification as proof. Must have valid medical certificate of fitness. Ensure there is safe means of access available at all times Ensure the mobile crane driver has 360° vision if not ensure a fully trained banksman is used Banksman to wear reflector vest to identify himself to the crane driver Ensure all personnel wear suitable and sufficient personal protective equipment Consider creating exclusion areas 	HIGH
12.	Crusher Operation -Selection, Stockpiling And Breaking Down The Material From Stockpiles	Dust Noise Flying particles Contact with machinery/equipment Contact with substance being crushed	<ul style="list-style-type: none"> Only trained and competent personnel to use the equipment Appropriate protective equipment must be worn, including eye, ear, respiratory and head protection at all times. Dust suppression measures to be employed. Crusher must be fitted with guards to prevent unauthorised access. All access ways must be fitted with adequate guard rails to reduce chance of injury from falls from height. No person to enter dump hopper to release blockage unless feeder mechanism is stopped and isolated. Another person to be in attendance to ensure tipping does not take place. Control of crusher is duty of crusher attendant and only that person can give dump signal. 	MEDIUM
13.	Cutting Kerbs	Saw slipping, Blade disintegrating, Noise and dust	<ul style="list-style-type: none"> Only trained operators to use saw and change blades. Personal Protective Equipment must be worn. Gloves, goggles, dust mask and hearing protection. People to be kept away from the work area. Work to cease if people have to pass. Sparks etc. to be directed away from people and any flammable material. 	MEDIUM
14.	Cutting Off Disc	Noise Cuts from machine Fire (particularly at refuelling) Flying debris Blade shattering Contamination by fume created or exhaust fume	<ul style="list-style-type: none"> Use competent personnel. Hot works control- fire extinguisher, fire watchman. (Permit may be required) PPE to include gloves, eye protection, hearing protection Solid working position Clear working area Correct grade of blade must be used Good ventilation to be provided (forced if necessary) Changing of wheels to be by competent persons only 	MEDIUM

NO	HAZARD	RISK	CONTROL MEASURES	RISK RATING (HIGH, MEDIUM, LOW)
			<ul style="list-style-type: none"> Cut off discs must not be used for grinding (grinding disc thicker) Bystanders to wear hearing protection, as applicable 	
15.	Demolition Work	e. Removing of redundant material from site	<ul style="list-style-type: none"> Ensure there is a current method statement in place Ensure all emergency procedures are in place and all details are displayed Personnel must be competent All personnel must wear suitable and sufficient Personal Protective Equipment, including head, eye and skin protection A spotter must be used when material is removed from site. All operators must be competent and have the required medical certificate of fitness 	HIGH
16.	Drainage - Protection against flooding	Collapse of trench walls/trapping Falling into excavation Collapse of adjacent structures loss of life drowning Not conforming to the Construction regulations	<ul style="list-style-type: none"> Do not work in excavations while it is raining If more than 2 meters deep, excavations must be shored Deeper excavations, 2 meters and more, must be provided with safe access Record excavation inspections by competent person on daily basis Provide suitable means of access/egress in case of emergency Appoint a competent person who is familiar with the Construction Regulations to supervise the excavation site and ensure the Health & Safety of persons on site Ensure the competent person carries out an inspection of the excavation site and is satisfied that the site is safe to continue and records the results prior to allowing access to any person on site Excavations must be barricaded at all times 	MEDIUM
17.	Electricity	Shock Burns Fire Death Damage	<ul style="list-style-type: none"> All electrical wires must be sealed All electrical connections must be correct and properly sealed Do not touch electrical wires Wear the correct personal protective equipment, even if switched off, when working with electricity Keep water away from electrical wires Switch off electricity when working with electricity or near electricity especially if water is used Prevent tools and other equipment from touching electrical wires Use insulated tools and equipment Electrician to certify that electricity is switched off Lock out/Tag out system to be used to prevent accidental activation of electricity All electricity must be switched off when working near electricity with water 	MEDIUM
18.	Electric Tools and Electrical Installations	Electric shock Fire and burns Electrocutation Electric shock, shorting sparks property damage Damage to test equipment Trips and fall Bruises and cuts Finger and hand injury	<ul style="list-style-type: none"> Electric tools and installations to be in good condition Inspect electric tools before use Do not use electric tools in wet/damp conditions Use personal protective equipment such as insulated gloves Electrical installations register to be maintained, inspected by competent person Put on all necessary PPE No unauthorised work Get lock out permit Report to site office Switch off appropriate circuit breaker DB Use a lock out board - place key in pocket Ensure good housekeeping is maintained 	MEDIUM
19.	Electrical Installations Inspection of	Electric shock Fire and burns Electrocutation Electric shock, shorting sparks property damage Damage to test equipment Trips and fall Bruises and cuts Finger and hand injury	<ul style="list-style-type: none"> Electric tools and installations to be in good condition Inspect electric tools before use Do not use electric tools in wet/damp conditions Use personal protective equipment such as insulated gloves Electrical installations register to be maintained, inspected by competent person Put on all necessary PPE No unauthorised work Get lock out permit Report to site office Switch off appropriate circuit breaker DB 	LOW

NO	HAZARD	RISK	CONTROL MEASURES	RISK RATING (HIGH, MEDIUM, LOW)
			<ul style="list-style-type: none"> Use a lock out board - place key in pocket Ensure good housekeeping is maintained 	
20.	Exposure to Dust	Breathing in dust can cause long term health problems	<ul style="list-style-type: none"> Wear respiratory protection Dampen down and minimise dust where possible Make use of environmentally friendly methods to minimize dust kick-up, use bale straw and spread over area to prevent wind kick-up 	MEDIUM
21.	Exposure to Noise	Noise can damage permanently hearing	<ul style="list-style-type: none"> Wear hearing protection Have machinery tested to establish the exposure to noise levels so that proper protection can be issued Induct employees on hearing loss before they are exposed to high levels of noise 	MEDIUM
22.	Exposure to Vibration	Injury to employees	<ul style="list-style-type: none"> Proper PPE must be worn Employees exposed to vibration must receive induction on using their PPE 	MEDIUM
23.	Fire	Injuries to workers, pedestrians, residents, road users, damage to property through fire	<ul style="list-style-type: none"> No littering on site which could become fire hazard, maintain site in clean condition No fires to be lit on site. Have a working fire extinguisher at hand at all times No smoking or naked flame near flammable substances or in unauthorised areas Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices 	LOW
24.	Excavations of drains deeper than 1m (Working in and around)	Toxic fumes Collapse of trench walls/trapping Falling into excavation Collapse of adjacent structures Suffocation, loss of life, struck by, lacerations and drowning Dust Not conforming to the Construction regulations Using non - SANS Materials	<ul style="list-style-type: none"> Survey to be done to determine soil conditions and location of underground services Excavations should be sloped to prevent collapse. If more than 2 meters deep, excavations must be shored Deeper excavations, 2 meters and more, must be provided with safe access Deep excavations / monitor air for toxic fumes Prevent collapse by battering back sides to a safe angle or install temporary support Protect vehicles from falling into excavations - provide barriers, signage, etc as necessary Beware of undermining of other structures (e.g.: buildings, scaffolds) Record excavation inspections by competent person on daily basis Provide suitable means of access/egress in case of emergency Excavations formed by explosives must be accompanied by method statement approved by Client Appoint a competent person who is familiar with the Construction Regulations to supervise the excavation site and ensure the Health & Safety of persons on site Ensure adequate battering of side slopes or that bracing and shoring is of such construction to render it strong enough to support the sides of the excavation before allowing any person access onto the excavation site Ensure the competent person carries out an inspection of the excavation site and is satisfied that the site is safe to continue and records the results prior to allowing access to any person on site Excavations must be barricaded at all times Ensure that no load, plant, material or equipment is placed near the edge of the excavation where it is likely to cause collapse Record the full details and results of those inspections in a register which is to be kept on site <p><u>The competent person is to inspect the excavation site:</u></p> <ul style="list-style-type: none"> Daily, Prior to each shift After an unexpected fall of ground After any damage to supports, bracing or shoring After rain Safety shoes, visible vests, dust masks, hard hats and gloves to be used Where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations shall be decisive and such a decision shall be noted in writing and signed by both the excavation supervisor and the professional engineer or technologist, as the case may be 	LOW

NO	HAZARD	RISK	CONTROL MEASURES	RISK RATING (HIGH, MEDIUM, LOW)
25.	Hand tools	Injuries caused by use of hand tool Impact with the tool Falls due to access problems Contamination with substance being worked	<u>Ensure:</u> <ul style="list-style-type: none"> Tool is correct for job Tool is in good order and suitably sharp Personnel must be competent/instructed in tool usage and tool safely Lighting is sufficient Access is safe, working platform is secure, leading edge is guarded Operative is wearing all necessary PPE 	MEDIUM
26.	Hazardous Substances, Use and Storage	Injuries to workers through use of hazardous substances, e.g.: injuries to eyes, skin, etc	<ul style="list-style-type: none"> Use substances in accordance with data sheet, particularly reference protective clothing required (example: gloves, goggles, etc) Know what First Aid measures are Have employees' facilities available for washing of hands, etc 	MEDIUM
27.	Health Risk from the Environment	Snake bite Bee Stings Dog Bites	<ul style="list-style-type: none"> Qualified first aider required for site who can treat snakebite Snake bite kit to be on hand Check area before working Find out nearest hospital and get emergency telephone numbers 	LOW
28.	Hot Works	Burns to eyes or other parts of the body	<ul style="list-style-type: none"> Personal Protective Equipment to include eye, skin and hearing protection Respirator maybe is required where cutting galvanized steel or anywhere else toxic fumes and gases arise. Dust can also be a problem and forced ventilation may be required 	LOW
29.	Housekeeping on construction sites	Trips and falls Dust Uncontrolled areas New areas	<ul style="list-style-type: none"> Ensure the area below where any elevated work is being performed is free of any rubble, spikes, tools or equipment Ensure that all areas have been checked by competent persons on a daily basis Ensure that all site agents have certified their work area as safe by the end of each shift 	HIGH
30.	Lifting & lowering Operations	Falling material Crushing by materials Hand injuries to the slingers Toppling crane	<ul style="list-style-type: none"> Check test certificate Check examination certificate Check inspection have been carried out Check certificates for lifting equipment (chains, slings, shackles, etc) Ensure lifting gear is rated to carry load (SWL) Ensure materials being lifted are properly packaged and slung Be aware that there should be a minimum clearance of 600mm between any slewing parts of a crane and any fixed installation to prevent being trapped Access to the work area during lifting operations is to be restricted to those involved with and trained in the work in hand. Do not allow members of the public to gain access to the area Only trained banksmen to be used The crane driver and the banksmen are to ensure that the signals given are clearly understood 	HIGH
31.	Loading and offloading of trucks & other materials	Injury too hands, legs and feet Possible fatal injury Material falling off truck Damage to vehicle or third party vehicles Back injury Dropping load onto fingers, legs or feet	<ul style="list-style-type: none"> All employees to be inducted regarding the use of PPE and its maintenance Supervisor to plan procedures Good housekeeping practices should be implemented Truck driver to be responsible for his load 	HIGH
32.	Manual and mechanical handling	Trip, fall and stumble Collapses Struck by falling load Scattered or protruding objects Cuts, bruises and fractures Injury to employees	<ul style="list-style-type: none"> Visual inspections Use and wear proper PPE Chevron safety tape to be used Materials to be stacked in demarcated areas Ropes, straps or tie downs 	MEDIUM
33.	Manual Handling of General Items	Muscular skeletal injuries if the load is too heavy or awkward Operative falling/ tripping Contamination from the substance being carried Fall of material being carried	<ul style="list-style-type: none"> Personnel should be aware of safe manual handling techniques Personnel to wear Personal Protective Equipment when carrying items, e.g.: safety footwear and gloves Ensure good housekeeping against tripping/fall hazards Operative to get assistance if load too heavy- team lift if necessary Utilise mechanical lifting and carrying aids where possible 	MEDIUM

NO	HAZARD	RISK	CONTROL MEASURES	RISK RATING (HIGH, MEDIUM, LOW)
			<ul style="list-style-type: none"> Personnel to ensure access equipment, ladders will take weight of operative and load being carried Personnel to ensure item being carried is properly bonded or will not be liable to break apart whilst being manually handled 	
34.	Plant or Vehicles Operation	Workers injured by passing traffic Road users and pedestrians at risk from operation of vehicles	<ul style="list-style-type: none"> Implement traffic protection measures Trained and competent operators must be used Check plant and vehicles on daily basis before use and record inspections. Maintain vehicles in safe condition Medical certificates of fitness required for construction plant Crossing of road by construction vehicles or machines must be limited to the practical minimum Plant and vehicles must be fitted with amber rotating beacons and reverse alarms/hooters Wear appropriate protective clothing/equipment, e.g.: goggles, gloves, ear defenders, etc as appropriate 	HIGH
35.	Protection against dehydration / heat exhaustion	Danger to employees fainting at work, possibly while at height Heatstroke	<ul style="list-style-type: none"> Each employee performing manual labour in high temperatures exceeding 30 degrees must be declared medically fit before work commences and thereafter yearly by a registered medical practitioner or a registered nurse and be issued with a fitness certificate Have workers acclimatised before starting work Induct employees to take at least 600 millilitres of water every hour and on how to avoid heatstroke provide affected employees with prompt first-aid treatment in the event of heatstroke 	MEDIUM
36.	Protection from wet & cold conditions	Various lung diseases Loss of productivity Decreased Visibility	<ul style="list-style-type: none"> Provide waterproof clothing of a type that will effectively protect the wearer against harm Schedule work in such a way that it would not warrant the use of PPE (Waterproof Clothing) 	HIGH
37.	Portable & Bench Grinders	Slip or fall Cause an obstruction Injury to employees Electric shock, - loose blade and no guards Damage to equipment Wrong disk could result in disc fracture - high speed flying objects Blade jamming suddenly Falling material	<ul style="list-style-type: none"> Check work area Clean up the area Check electric's, mechanics and ensure guards are in place Use Personal protective equipment Visual and physical inspection Choose correct disc for task Masonry discs for masonry/concrete materials; Steel discs for steel Check material to be cut is secured Vice or counter weight to material; Remove nails and screws Physical check of item to be cut Do housekeeping 	LOW
38.	Portable electrical tools	Injury to employee. Damage to equipment	<ul style="list-style-type: none"> Check work area Clean up the area Check electric's, mechanics and ensure guards are in place Use Personal protective equipment Visual and physical inspection Choose correct tool for the job Physical check of item to be cut Do housekeeping 	MEDIUM
39.	Road Construction	Risk of being struck by vehicles Burns Dust Poor visibility Offloading of materials Working with bitumen and tar products Chemical spray in the vicinity where roads are being built	<ul style="list-style-type: none"> Ensure traffic management measures in place No construction activities to commence until adequate provision made to accommodate traffic in accordance with the South African Traffic Signs Manual Wear reflective waistcoats when working on or near the road or road shoulder as well as any other required personal protective clothing Crossing of road by personnel must be limited to the practical minimum Use of fencing or other barriers as appropriate Continuous communication must be upheld between the operators of the various construction vehicles and the employees working in the vicinity of these machines Hot works permit needs to be in place Fire extinguisher to be in place All employees should stay clear of all trucks, delivering the material to the various points where roads are under construction 	HIGH

NO	HAZARD	RISK	CONTROL MEASURES	RISK RATING (HIGH, MEDIUM, LOW)
			<ul style="list-style-type: none"> Communication between the operators and the employees in the vicinity should be given priority Do not make contact with these products without using the proper PPE Do not overheat these products to prevent explosions No open flames are allowed in the vicinity of these products No unauthorised person is allowed in close proximity to where work is being performed Safety shoes, visible vests, dust masks, hard hats and gloves will be used 	
40.	Site Establishment	Injuries during off loading Damage to Property	<ul style="list-style-type: none"> Competent personnel to be used in offloading personnel Unauthorised personnel to be kept away from area, use barriers and signage as necessary Unloading and establishment to be under control of competent supervision All equipment and tools used for unloading and site establishment to be in good condition and maintained Safe access and egress to be maintained, traffic management to be considered. All electrical equipment to be in safe condition Workers to use safe manual handling techniques when unloading/loading/lifting items 	MEDIUM
41.	Street Lighting	Contact with vehicles Electrical Shock Collapse of columns	<ul style="list-style-type: none"> Ensure competent personnel are used Area to be kept clear – keep unauthorised persons away Plant and lifting equipment to be maintained as per risk assessments above Electrical connections to be done by qualified personnel only 	MEDIUM
42.	Steel Erection	Falls from height Falling components Contact injuries from falling lifting equipment	<ul style="list-style-type: none"> Adhere to all general precautions for working at height (See risk assessment below) Barrier off / exclude area below work All lifting appliances to be examined and inspected Inspection register in place and up to date All personnel to be trained and competent and wear clipped on safety harnesses when working at height Ensure that lifting equipment (slings, chains, shackles) test certificates are current and on site Competent persons only to connect loads and direct plant 	HIGH
43.	Steel Fixing	Back injuries caused by manual handling Eye injuries from tie wire Trips / falls Falling from height	<ul style="list-style-type: none"> PPE must include safety boots and goggles Manual handling training may be required Care to be taken when working near overhead lines Use only trained personnel Provide safe means of access Maintain and regularly inspect all lifting appliances and equipment Cap starter bars to prevent injuries where feasible Construct scaffold walk ways to cross reinforcing mesh, as required 	HIGH
44.	Temporary Works	Collapse of Temporary Works	<ul style="list-style-type: none"> Wear personal protective equipment such as gloves and goggles Formwork/support work must be built by trained person and also be inspected by competent person and results entered into register on site 	HIGH
45.	Underground Services	Striking of buried services	<ul style="list-style-type: none"> Make all necessary enquiries to establish what services are in the area. Consult drawings and advice from service provider (e.g.: Municipality or ESKOM) when planning work. Assume all service to be live (Unless confirmation is received to confirm that services are isolated or otherwise made safe). Do not work near live services without authorisation from site management. Comply with the requirements of the safe system of work for underground services. Where available, locate services with a locator Hand dig around services 	HIGH
46.	Use and storage of flammable liquids	Serious injury to employees Burns Property damage Explosions Fire	<ul style="list-style-type: none"> Flammable substances to be stored in an appropriate flammable store which is well ventilated and a reasonably fire resistant container, cage or room and kept locked with proper access control measures in place 	HIGH

NO	HAZARD	RISK	CONTROL MEASURES	RISK RATING (HIGH, MEDIUM, LOW)
			<ul style="list-style-type: none"> Material Safety Data Sheets to be in safety file No smoking, and no heat/ignition close to or at sources Employees to be made aware of dangers Signage to be brought on to indicate dangers 	
47.	Use of Portable Electrical Equipment	Unsafe tools Injury to employees Damage to property Broken or unsafe tools Cables lying in water, vehicles' driving over cables, tripping hazards Broken switches, damaged cables & plugs, guards removed Leaving tools lying on site, tripping hazard, untrained persons using tools Theft of equipment	<ul style="list-style-type: none"> All portable electrical tools to confirm to SANS codes and standards Set standards of tools to be bought by buying department Feedback from site regarding standard of tools Ensure all extension cords are of a good standard Check all portable tools regularly for defaults Register to be kept up to date with Inspections Ensure all portable — electrical tools are of a good standard Only trained employees to operate Untrained employee equipment Keep record of all training Lift all cables off the ground (wherever possible) Instruct employees on safe work procedures Maintenance program for all portable electrical tools Store all portable tools in a safe dry place Ensure all portable electrical tools are returned to the stores Employees to be aware of others working in the area Safety guards must be on machine at all times 	MEDIUM
48.	Waste Generation	Financial Penalties Lost production time Outcome not published in safety file	<ul style="list-style-type: none"> Register and report waste information to the National Department of Environmental Affairs (http://sawic.environment.gov.za/documents/1666.PDF). A copy of the outcome by the department on its decision on the application to be placed on the safety file. 	HIGH
49.	Working next to Road	Injury to workers caused by passing traffic Injury to road users and pedestrians by works	<ul style="list-style-type: none"> Flagmen to be used where interface with construction plant with passers-by or where hazard posed by delivery vehicles turning into/out of site. Traffic management plan to be approved by Municipality and, if necessary, traffic department Workers must wear reflector vests Use safety signage to warn traffic and pedestrians of construction works Where existing walk ways/pavements affected by works, must direct pedestrian traffic away to safe walking area. 	HIGH

Appendix A

GOVERNMENT NOTICE DEPARTMENT OF LABOUR

No. R. NOTICE REGARDING APPLICATION OF THE CONSTRUCTION REGULATIONS 2014
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 CONSTRUCTION REGULATIONS, 2014
Under section 40(3)(b) of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993),

I, Thobile Lamati, appointed as chief inspector in terms of section 27(1) of the said Act, and by virtue of the powers delegated to me by the Minister of Labour, in terms of section 42(1) of the said Act, hereby grant the following temporary exemptions in terms of section 40 of the said Act:

1. All construction works where physical construction started after the 7th of February 2014 must comply with the Construction Regulations 2003, and such construction works are exempted to comply with the Construction Regulations 2014 until the 7th August 2014, 6 months after the commencement of these Regulations, thereafter the Construction Regulations 2014 shall apply with the exception of Regulation 3 and 5 (7)(b) which will come into effect on the 7th August 2015, 18 months after the commencement of these Regulations.
2. All construction works where physical construction had started on or before the 7th of February 2014 must comply with the Construction Regulations 2003, and such construction works are exempted to comply with Construction Regulations 2014 until the 6th August 2015 and thereafter the Construction Regulations 2014 shall apply

Thobile Lamati Chief Inspector

Construction Regulation 2014

Appendix B

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN, (HEREINAFTER CALLED THE “EMPLOYER”) AND

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

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

I,, representing

..... , as an employer
in its own right, 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 (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 appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

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

Witness

Mandatory

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

Witness

for and on behalf of
CITY OF CAPE TOWN,

Appendix C

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations, 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.
14. The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)**ANNEX 1****CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT****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 certified 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 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

BENEFICIARY DETAILS AND WORK INFORMATION

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:				Year Month		Sheet 1 of	
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No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R – c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

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

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

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

TENDER NO. AND DESCRIPTION:

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

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

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

¹Documentary evidence to be provided

Total:	R
Expressed as a percentage of P*	%

SignaturesDeclared by supplier
to be true and correct:

.....

Date:

Verified by CCT
Project Manager:

.....

Date:

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

TENDER NO. AND DESCRIPTION:

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

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

¹Documentary evidence to be provided**Signatures**Declared by supplier
to be true and correct:

Date:

Verified by CCT
Project Manager:

Date: