

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

TENDER NO: 168S/2025/26
TENDER DESCRIPTION: REPAIR AND MAINTENANCE OF THE CITY OF CAPE TOWN'S RAILWAY SIDINGS FOR (SIX AREAS NAMELY) ATHLONE REFUSE TRANSFER STATION, ATLANTIS INDUSTRIAL, EPPING 1 AND 2, N'DABENI, SACKS CIRCLE AND VISSERSHOK LANDFILL SITE.
CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

CLOSING DATE	25 March 2026
CLOSING TIME	10:00 am
TENDER BOX NUMBER	235
TENDER FEE	R200

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

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

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

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

TABLE OF CONTENTS

THE TENDER.....	3
T.1 GENERAL TENDER INFORMATION	3
T.2 CONDITIONS OF TENDER	4
2.1 General.....	4
2.2 Tenderer's obligations	7
2.3 The CCT's undertakings.....	15
THE CONTRACT	23
C.1 DETAILS OF TENDERER/SUPPLIER	24
C.2 FORM OF OFFER AND ACCEPTANCE	25
C.2.1 OFFER (TO BE COMPLETED BY THE TENDERER AS PART OF TENDER SUBMISSION).....	25
C.2.2 ACCEPTANCE (TO BE COMPLETED BY THE CCT)	26
C.2.3 SCHEDULE OF DEVIATIONS (TO BE COMPLETED BY THE CCT UPON ACCEPTANCE)	27
C.2.4 CONFIRMATION OF RECEIPT (TO BE COMPLETED BY SUPPLIER UPON ACCEPTANCE).....	29
C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	30
C.4 PRICE SCHEDULE	31
C.5 SPECIFICATION(S).....	38
APPENDIX	64
C.6 SPECIAL CONDITIONS OF CONTRACT	91
C.7 GENERAL CONDITIONS OF CONTRACT	103
C.8 ANNEXURES	113
ANNEXURE A – PRO FORMA INSURANCE BROKER'S WARRANTY	113
ANNEXURE B – MONTHLY PROJECT LABOUR REPORT	114
ANNEXURE C - PRO FORMA PERFORMANCE SECURITY/ GUARANTEE	116
ANNEXURE D - PRO FORMA ADVANCE PAYMENT GUARANTEE (NOT APPLICABLE)	118
<i>Schedule F.1: Contract Price Adjustment.....</i>	<i>121</i>
<i>F.1 (D) LOCAL SOUTH AFRICAN CONTENT - STATS SA CONSUMER PRICE INDEX.....</i>	<i>123</i>
<i>Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums</i>	<i>124</i>
<i>Schedule F.3: Declaration for Procurement above R10 million.....</i>	<i>125</i>
<i>Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022</i>	<i>126</i>
<i>Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended).....</i>	<i>129</i>
<i>Schedule F.6: Conflict of Interest Declaration</i>	<i>131</i>
<i>Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8).....</i>	<i>132</i>
<i>Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT</i>	<i>134</i>
<i>Schedule F.9: Certificate of Independent Tender Determination</i>	<i>135</i>
<i>Schedule F.10: Proposed Deviations And Qualifications By Tenderer</i>	<i>136</i>
<i>Schedule F.11: List of Other Documents Attached By Tenderer.....</i>	<i>137</i>
<i>Schedule F.12: Record of Addenda to Tender Documents</i>	<i>138</i>
<i>Schedule F.13A: Information to Be Provided With the Tender.....</i>	<i>139</i>
<i>Schedule F.13B: Information to Be Provided With the Tender.....</i>	<i>140</i>
<i>Schedule F.14: Appeal Application.....</i>	<i>144</i>

THE TENDER

T.1 GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : **20 February 2026**
- SITE VISIT/CLARIFICATION MEETING** : Time: **12:00-13:00** on Date: **10 March 2026**
(Non-Compulsory but strongly recommended)
- VENUE FOR SITE VISIT/CLARIFICATION MEETING** : **Boardroom, 2-bay side, 17th Floor, Tower Building, Cape Town Civic Centre (Hybrid)**
- Microsoft Teams Meeting: Meeting ID: 325 900 178 481 06, Passcode: 4G2Qy3u3.**
- TENDER BOX & ADDRESS** : **Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
- : The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement **"TENDER NO. 168S/2025/26: - TENDER DESCRIPTION: REPAIR AND MAINTENANCE OF THE CITY OF CAPE TOWN'S RAILWAY SIDINGS FOR (SIX AREAS NAMELY) ATHLONE REFUSE TRANSFER STATION, ATLANTIS INDUSTRIAL, EPPING 1 AND 2, N'DABENI, SACKS CIRCLE AND VISSERSHOK LANDFILL SITE**, the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
- CCT TENDER REPRESENTATIVE** : Email: scm.tenders24@capetown.gov.za

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

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

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

The CCT intends to appoint a single tenderer and a standby (standard working to be provided) for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right not to appoint a tenderer at all.

The contract period shall be for a period of 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 Standby Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

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

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

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

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

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

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

2.1.6.7 Compliance to the CCTs Appeals Policy.

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

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

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

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

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

2.1.7 CCT Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

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

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

Not Applicable

2.2.1.1.4 Mandatory Key Personnel

In order to be declared responsive, the tenderer must have the following individuals indicated as key personnel either in the permanent employment of the tenderer or the tenderer must provide the employer with proof of contract as sub-contractor. Key personnel required under this contract are listed in the table below.

Tender No. 168S/2025/26

Position	Qualification & Experience
Contracts Manager	Qualifications: - Relevant qualification being in the engineering, project management, and or permanent way environment.
Track Master	Qualifications: - Valid Track Master Certificate (Rail Construction and Rail Maintenance Level 3) (Transnet School of Rail/Transport Education Training Authority (TETA) accredited training provider). - Supervisory Health and Safety Certificate (Accredited training provider) - Construction Regulations 2014 Certificate (Accredited training provider) - Weed Control Certificate (Minimum NQF Level 4 unit standard) On Site Construction Manager - Competent person according to the Construction Regulations 2014
Track Welder	Qualifications: - Welder (Artisan) Trade Hand (Level 4) from Transnet, PRASA, or a similar accredited training provider.

The duties of these personnel are detailed in the Project Specifications Clause 5.1.7. The CVs of all key personnel with the relevant experience must be attached to Schedule 13. Failure to provide this evidence will deem this offer as non-responsive. Should the identified individuals not be available at the commencement or during the execution of the contract then names of new individuals, which meets the required qualifications and experience, must be submitted.

2.2.1.1.5 Minimum score for functionality

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

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

Evaluation Criteria	Applicable values/ points
Demonstrated experience of the tendering entity with respect to comparable projects; The company has successfully completed more than five (5) repair and maintenance of railway track works projects in the last 10 years – 40 points The company has successfully completed three (3) to five (5) repair and maintenance of railway track works projects in the last 10 years – 24 points The company has successfully completed less than three (3) repair and maintenance of railway track works projects in the last 10 years – 0 points	40
Demonstrated experience of the key staff in relation to the scope of work; Contracts Manager All nominated individuals has more than 10 years experience on repair and maintenance of railway track works projects – 15 points All nominated individuals has five (5) to ten (10) years experience on repair and maintenance of railway track works projects – 10 points All nominated individuals has two (2) years to five (5) experience on repair and maintenance of railway track works projects – 5 points All nominated individuals less than 2 years experience on repair and maintenance of railway track works projects – 0 points	15
Track Master All nominated individuals has more than 10 years experience on repair and maintenance of railway track works projects – 41 points All nominated individuals has five (5) to ten (10) years experience on repair and maintenance of railway track works projects – 25 points All nominated individuals less than 5 years experience on repair and maintenance of railway track works projects – 0 points	41
Track Welder All nominated individuals has more than 10 years experience on repair and maintenance of railway track works projects –2 points All nominated individuals has two (2) years to five (10) experience on repair and maintenance of railway track works projects – 1 points All nominated individuals less than 2 years experience on repair and maintenance of railway track works projects – 0 points	2
Patrolman All nominated individuals has more than 10 years experience on repair and maintenance of railway track works projects –2 points All nominated individuals has two (2) years to five (10) experience on repair and maintenance of railway track works projects – 1 points All nominated individuals less than 2 years experience on repair and maintenance of railway track works projects – 0 points	2
Total	100

Note: Please attach CVs, Qualifications of Key Persons and complete Schedules F13

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

A comparable project would by definition be a rail infrastructure construction, re-habilitation or maintenance project including similar tasks as recorded in this project inclusive of:

- Vegetation control through grass cutting, weeding and hecicide application.

Tender No. 168S/2025/26

- Work on rail infrastructure including the top-structure (rails, fastening systems, sleepers, turnouts, stop blocks)
- Work on rail infrastructure sub-structure (ballast, level crossings, track in concrete).
- Work on off-track components (formation, drainage, access/service roads, signage).

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

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

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.

Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

2.2.12.3 The tenderer shall sign the original tender offer where required in terms of the Conditions of Tender. The tender shall be signed by a person duly authorised by the tenderer to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation / founding document of the joint venture or any other document signed by all Parties, in which is defined precisely

Tender No. 168S/2025/26

the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.

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

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

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

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

2.2.12.8 By signing the offer part of the Form of Offer (**Section 5, Part A hereto**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

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

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

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

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

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

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

2.2.17 Provide other material

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

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

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;

Tender No. 168S/2025/26

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1. Preference Points for Specific Goals

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

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

2.2.19.2 Evidence of tax compliance

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

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

Before making an award the CCT must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the CCT, within 7 working days, written proof from SARS that they have made arrangement to meet

Tender No. 168S/2025/26

their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the CCT via CSD or e-Filing. The CCT should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

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

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

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

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

2.2.21 Claims arising from submission of tender

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

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

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

2.2.22 Collection and issuing of tender documents

The CCT will only issue tender documents through its Tender Distribution Office and/or the official CCT tender portal. Bidders who obtain documents through any means other than described herein, will not be known to the CCT and may thus not receive tender notices and addendums. Tenderers are not allowed to distribute tender documents to other potential bidders.

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

2.3.1.1 Unless otherwise stated in the Conditions of Tender, the CCT shall respond to a request for clarification received up to one week (where possible) before the tender closing time stated on the front page of the tender document.

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

Tender No. 168S/2025/26

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Section 7)**:

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

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

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

2.3.10.3.4 Applicable formula:

The 80/20 preference point system will apply to this tender

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

Price shall be scored as follows:

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

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

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

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

#	Specific goals allocated points	Preference Points (80/20) <i>Equal/ below R50 mil</i>	Evidence	Additional Guidance
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>				
1	Gender are women (ownership)* >75% - 100% women ownership: 5 points >50% - 75% women ownership: 4 points >25% - 50% women ownership: 3 points >0% - 25% women ownership: 2 points 0% women ownership = 0 points	5	<ul style="list-style-type: none"> • Company Registration Certification • Central Supplier Database report 	<ul style="list-style-type: none"> • Issued by the Companies and Intellectual Property Commission • Report name: CSD Registration report
2	Race are black persons (ownership)* >75% - 100% black ownership: 5 points >50% - 75% black ownership: 4 points >25% - 50% black ownership: 3 points >0% - 25% black ownership: 2 points 0% black ownership = 0 points	5	<ul style="list-style-type: none"> • B-BBEE certificate; • Company Registration Certification • Central Supplier Database report 	<ul style="list-style-type: none"> • South African National Accreditation System approved certificate or commissioned sworn affidavit • Issued by the Companies and Intellectual Property Commission • Report name: CSD Registration report

Tender No. 168S/2025/26

3	<p>Disability are disabled persons (ownership)*</p> <p>WHO disability guideline >2% ownership: 3 points >0% - 2% ownership: 1.5 point 0% ownership = 0 points</p>	3	<ul style="list-style-type: none"> • Proof of disability • Company Registration Certification 	<ul style="list-style-type: none"> • Medical certificate/ South African Revenue Services disability registration • Issued by the Companies and Intellectual Property Commission
<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>				
4	<p>Promotion of Micro and Small Enterprises</p> <p>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</p> <p>SME partnership, sub-contracting, joint venture or consortiums</p>	7	<ul style="list-style-type: none"> • B-BBEE status level of contributor; • South African owned enterprises; • Financial Statement to determine annual turnover 	<ul style="list-style-type: none"> • Specifically in line with the respective sector codes which the company operates, • South African National Accreditation System approved certificate or commissioned sworn affidavit • Certificate of incorporation or commissioned sworn affidavit • Latest financial statements (1 Year)
Total points		20		

*Ownership: main tendering entity

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations.

Tender No. 168S/2025/26

The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

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

Tender No. 168S/2025/26

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

2.3.13 Prepare contract documents

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

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

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

2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10 Page 23 of 80

TENDER NO: 168S/2025/26

TENDER DESCRIPTION: REPAIR AND MAINTENANCE OF THE CITY OF CAPE TOWN'S RAILWAY SIDINGS FOR (SIX AREAS NAMELY) ATHLONE REFUSE TRANSFER STATION, ATLANTIS INDUSTRIAL, EPPING 1 AND 2, N'DABENI, SACKS CIRCLE AND VISSERSHOK LANDFILL SITE.

CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

THE CONTRACT**THE CITY OF CAPE TOWN**

A metropolitan municipality, established in terms of the Local Government: Municipal Structures Act, 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("the Purchaser") herein represented by

AUTHORISED REPRESENTATIVE

AND

SUPPLIER

NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The "Supplier" / "tenderer")

TRADING AS (if different from above)

REGISTRATION NUMBER

PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANI ET EXECTUANDI OF THE SUPPLIER

AUTHORISED REPRESENTATIVE

CAPACITY OF AUTHORISED REPRESENTATIVE

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

NATURE OF TENDER OFFER (please indicate below)

Main Offer (see clause 2.2.11.1)

Alternative Offer (see clause 2.2.11.1)

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER 168S/2025/26 REPAIR AND MAINTENANCE OF THE CITY OF CAPE TOWN’S RAILWAY SIDINGS FOR (SIX AREAS NAMELY) ATHLONE REFUSE TRANSFER STATION, ATLANTIS INDUSTRIAL, EPPING 1 AND 2, N’DABENI, SACKS CIRCLE AND VISSERSHOK LANDFILL SITE.

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

The tenderer, identified in the offer signature table below,

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER TENDER 168S/2025/26 REPAIR AND MAINTENANCE OF THE CITY OF CAPE TOWN'S RAILWAY SIDINGS FOR (SIX AREAS NAMELY) ATHLONE REFUSE TRANSFER STATION, ATLANTIS INDUSTRIAL, EPPING 1 AND 2, N'DABENI, SACKS CIRCLE AND VISSERSHOK LANDFILL SITE.

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

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

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

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER TENDER 168S/2025/26 REPAIR AND MAINTENANCE OF THE CITY OF CAPE TOWN’S RAILWAY SIDINGS FOR (SIX AREAS NAMELY) ATHLONE REFUSE TRANSFER STATION, ATLANTIS INDUSTRIAL, EPPING 1 AND 2, N’DABENI, SACKS CIRCLE AND VISSERSHOK LANDFILL SITE.

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

Notes:

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

1 Subject
Details

2 Subject
Details

3 Subject
Details

4 Subject
Details

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

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

Tender No.: 168S/2025/26

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

ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER TENDER 168S/2025/26: REPAIR AND MAINTENANCE OF THE CITY OF CAPE TOWN'S RAILWAY SIDINGS FOR (SIX AREAS NAMELY) ATHLONE REFUSE TRANSFER STATION, ATLANTIS INDUSTRIAL, EPPING 1 AND 2, N'DABENI, SACKS CIRCLE AND VISSERSHOK LANDFILL SITE.

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

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

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

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

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

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

Mandatory

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

Witness

for and on behalf of
CCT

C.4 PRICE SCHEDULE

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

SCHEDULE 1 GENERAL ITEMS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
	SANS 1200A	PRICING SCHEDULE 1: GENERAL ITEMS	For contract duration	
		Schedule fixed-charged and value-related items:		
A1	A 8.3.2.2 PS 5.3.2.1	Establish of facilities for contractor on site (Initial at contract commencement)	Establishment	
A2	A 8.3.2.2 PS 5.3.2.2	Establish of facilities for contractor on site (Emergencies/Welder as instructed by the Engineer)	Establishment	
		Scheduled time-related items:		
B		Contractual Requirements		
B1	A 8.4.1 PS 5.3.3.1	Insurances as called for in the Conditions of Contract.	Month	
B2	A 8.4.1 PS 5.3.3.1	Surety as called for in the Conditions of Tender.	Month	
B3	A 8.4.2.2 PS 5.3.3.2	Compliance w ith Occupational health and Safety regulations and specifications	Month	
B4	A 8.4.2.2 PS 5.3.3.2	Compliance w ith Environmental regulations and specification	Month	
C		Operate and maintain facilities for contractor on site		
C1	A 8.4.2.2 PS 5.3.3.4	Operate and maintain facilities for contractor on site, for the duration of construction, except w here other wise stated	Month	
D		Supervision for duration of construction/maintenance.		
D1	A 8.4.3 PS 5.3.3.5	Supervision for duration of construction/maintenance.	Month	
E		Company and Head Office overhead costs		
E1	A 8.4.4	Company and Head Office overhead costs for the duration of the Contract.	Month	
F		Other time related obligations		
F1	A 8.4.5	Other time related obligations	Month	

PRICING SCHEDULE 2 ATHLONE REFUSE TRANSFER STATION (LANGA)

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
	SANS 1200 C & 1200 NB	PRICING SHCEDULE 5: PERIODIC MAINTENANCE OF RAILWAY SIDINGS 141844: ATHLONE (LANGA) INDUSTRIAL SITES		
A		Track Inspections		
A1	PS 5.6.3.26	Track measurements	km	
A2	PS 5.6.3.27	Turnout measurements.	No	
A3	PS 5.6.3.28	Patrolman Track Inspections	No	
B		Vegetation Control of the rail servitude		
B1	C 8.2.4 PS 5.4.2.1	Vegetation control through grass-weed-bush cutting	ha	
B2	C 8.2.4 PS 5.4.2.2	Vegetation control through herbicide application (stump/branch treatment and spot application of invasive species in grass areas)	ha	
C		Vegetation Control of the rail track, 3m both sides of active rail track centre line		
C1	C 8.2.4 PS 5.4.2.3	Weeding of rail track formation.	m	
C2	C 8.2.4 PS 5.4.2.4	Vegetation control through herbicide application (liquid herbicide continuous application)	m	

PRICING SCHEDULE 3
ATLANTIS INDUSTRIAL SITE

ITEM NO		DESCRIPTION	UNIT	RATE
	SANS 1200 C & 1200 NB	PRICING SHCHEDULE 3: PERIODIC MAINTENANCE OF RAILWAY SIDINGS 147737: ATLANTIS INDUSTRIAL SITES		
A		Track Inspections		
A1	PS 5.6.3.26	Track measurements	km	
A2	PS 5.6.3.27	Turnout measurements.	No	
A3	PS 5.6.3.28	Patrolman Track Inspections	No	
B		Vegetation Control of the rail servitude		
B1	C 8.2.4 PS 5.4.2.1	Vegetation control through grass-w eed-bush cutting	ha	
B2	C 8.2.4 PS 5.4.2.2	Vegetation control through herbicide application (stump/branch treatment and spot application of invasive species in grass areas)	ha	
C		Vegetation Control of the rail track, 3m both sides of active rail track centre line		
C1	C 8.2.4 PS 5.4.2.3	Weeding of rail track formation.	m	
C2	C 8.2.4 PS 5.4.2.4	Vegetation control through herbicide application (liquid herbicide continuous application)	m	

PRICING SCHEDULE 4
EPPING 1 and 2 INDUSTRIAL SITES

ITEM NO		DESCRIPTION	UNIT	RATE
	SANS 1200 C & 1200 NB	PRICING SHCHEDULE 2: PERIODIC MAINTENANCE OF RAILWAY SIDINGS 145432: EPPING 1 AND 2 INDUSTRIAL SITES		
A	SANS 1200 NB	Track Inspections		
A1	PS 5.6.3.26	Track measurements	km	
A2	PS 5.6.3.27	Turnout measurements.	No	
A3	PS 5.6.3.28	Patrolman Track Inspections	No	
B	SANS 1200 C	Vegetation Control of the rail servitude		
B1	C 8.2.4 PS 5.4.2.1	Vegetation control through grass-w eed-bush cutting	ha	
B2	C 8.2.4 PS 5.4.2.2	Vegetation control through herbicide application (stump/branch treatment and spot application of invasive species in grass areas)	ha	
C	SANS 1200 C	Vegetation Control of the rail track, 3m both sides of active rail track centre line		
C1	C 8.2.4 PS 5.4.2.3	Weeding of rail track formation.	m	
C2	C 8.2.4 PS 5.4.2.4	Vegetation control through herbicide application (liquid herbicide continuous application)	m	

PRICING SCHEDULE 5
N'DABENI

ITEM NO		DESCRIPTION	UNIT	RATE
	SANS 1200 C	PRICING SHCHEDULE 9: PERIODIC MAINTENANCE OF RAILWAY SIDINGS 142441: N'DABENI INDUSTRIAL SITES		
B		Vegetation Control of the rail servitude		
B1	C 8.2.4 PS 5.4.2.1	Vegetation control through grass-w eed-bush cutting	ha	
B2	C 8.2.4 PS 5.4.2.2	Vegetation control through herbicide application (stump/branch treatment and spot application of invasive species in grass areas)	ha	

PRICING SCHEDULE 6
SACKS CIRCLE (BELLVILLE)

ITEM NO		DESCRIPTION	UNIT	RATE
	SANS 1200 C & 1200 NB	PRICING SHCEDULE 6: PERIODIC MAINTENANCE OF RAILWAY SIDINGS 140457: SACKS CIRCLE (BELLVILLE) INDUSTRIAL SITES		
A		Track Inspections		
A1	PS 5.6.3.26	Track measurements	km	
A2	PS 5.6.3.27	Turnout measurements.	No	
A3	PS 5.6.3.28	Patrolman Track Inspections	No	
B		Vegetation Control of the rail servitude		
B1	C 8.2.4 PS 5.4.2.1	Vegetation control through grass-weed-bush cutting	ha	
B2	C 8.2.4 PS 5.4.2.2	Vegetation control through herbicide application (stump/branch treatment and spot application of invasive species in grass areas)	ha	
C		Vegetation Control of the rail track, 3m both sides of active rail track centre line		
C1	C 8.2.4 PS 5.4.2.3	Weeding of rail track formation.	m	
C2	C 8.2.4 PS 5.4.2.4	Vegetation control through herbicide application (liquid herbicide continuous application)	m	

PRICING SCHEDULE 7
VISSERHOEK LANDFILL SITE (CHEMPET)

ITEM NO		DESCRIPTION	UNIT	RATE
	SANS 1200 C & 1200 NB	PRICING SHCEDULE 4: PERIODIC MAINTENANCE OF RAILWAY SIDINGS 145416: VISSERSHOK (CHEMPET) INDUSTRIAL SITES		
A		Track Inspections		
A1	PS 5.6.3.26	Track measurements	km	
A2	PS 5.6.3.27	Turnout measurements.	No	
A3	PS 5.6.3.28	Patrolman Track Inspections	No	
B		Vegetation Control of the rail servitude		
B1	C 8.2.4 PS 5.4.2.1	Vegetation control through grass-weed-bush cutting	ha	
B2	C 8.2.4 PS 5.4.2.2	Vegetation control through herbicide application (stump/branch treatment and spot application of invasive species in grass areas)	ha	
C		Vegetation Control of the rail track, 3m both sides of active rail track centre line		
C1	C 8.2.4 PS 5.4.2.3	Weeding of rail track formation.	m	
C2	C 8.2.4 PS 5.4.2.4	Vegetation control through herbicide application (liquid herbicide continuous application)	m	

PRICING SCHEDULE 8**LABOUR ONLY SPECIFIC TASKS (Ad hoc repairs beyond scope of Schedule 2 to 7)**

ITEM NO		DESCRIPTION	UNIT	RATE
	SANS 1200C SANS 1200DN SANS 1200NB	PRICING SCHEDULE 7: LABOUR ONLY SPECIFIC TASKS	For Contract duration	
A		RAILS		
	NB 8.3.8b) PS 5.6.3.1	Rail replacement		
A1		Cut out and insertion of 40kg / 48kg rails (4.2m to 7.8 m) closure rails.	No	
A2		Cut out and insertion of 40kg / 48kg rails (12m) closure rails.	No	
	PS 5.6.3.2	Rail flange clearance cleaning		
A3		Cleaning rail flange clearance (normal track in concrete)	m	
A4		Cleaning rail flange clearance (crane rails track in concrete)	m	
	PS 5.6.3.3	Rail Welding		
A5		Welding of wheel spin burn or rail crown damage.		
A6		Grinding of wheel spin burn or rail crown damage		
A7		Welding of battered rail ends		
A8	NB 8.3.2e) PS 5.6.3.4	Exothermic casting 40kg/m rail (SKV-Process)		
A9	NB 8.3.2e) PS 5.6.3.4	Exothermic casting 48kg/m rail (SKV-Process)		
A10		Welding of fasteners (Bolts, screws, etc.).		
	PS 5.6.3.5	Transportation of rails		
A11		Transportation of 48kg/m Rail in 12m sections from Atlantis to Epping Rail Siding (60 km) by road trucks.	No	
B		RAIL FASTENINGS		
B1	PS 5.6.3.6	Grease fishplates as specified	No	
B2	PS 5.6.3.7	Oiling of fishplates	No	
B3	PS 5.6.3.8	Fitting anti-vandal Pandrol clips to sleepers	No	
B4	PS 5.6.3.8	Fitting Pandrol type "e" clips to sleepers	No	
B5	PS 5.6.3.8	Replacing of stolen fish plates. (40kg and 48kg)	No	
B6	PS 5.6.3.8	Fitting / Replacing joint bolts, 40kg and 48kg on existing and / or new fishplates	No	
C		SLEEPERS		
	NB 8.3.8a) PS 5.6.3.9	Replacement of sleepers:		
C1		Replacement of 2.1m wooden sleepers with concrete sleepers.	No	
C2		Replacement of concrete sleepers with concrete sleepers .	No	
C3		Replacement of steel sleepers with steel sleepers .	No	
C4		Re-sleeper on existing 1:9 turnout sets. (replace 2.1m, 2.4m, or 2.7m crossing sleepers with 2.1m, 2.4m or 2.7m crossing sleepers).	No	
C5		Re-sleeper on existing 1:9 turnout sets.(replace 3.0m,3.4m,or 3.7m crossing sleepers with 3.0m, 3.4m or 3.7m crossing sleepers).	No	
C6		Re-sleeper on existing 1:9 turnout sets.(replace 4.2m crossing sleepers with 4.2m crossing sleepers).	No	
	PS 5.6.3.10	Transportation of sleepers		
C7		Transportation of second hand Concrete Sleepers from Atlantis to Epping Rail Siding (60 km) by road trucks	No	
D		BALLAST		
		Ballast replenishment.		
D1	NB 8.3.3a)	Off-loading of ballast stone and replenish to track standard.	m ³	
D2	PS 5.6.3.11	Removing of windblown sand between and on side of rails	m	
D3	NB 8.3.9b) PS 5.6.3.12	Remove and clean existing ballast (Manual screening method)	m ³	
		Transportation of ballast		
D4	PS 5.6.3.13	Transportation of screened ballast from Atlantis to other Rail Sidings (the furthest distance is 68 km) by road trucks.	m ³	
		Lift and Pack		
D5	NB 8.3.3b) PS 5.6.3.14	Lift and pack rail track	m	

ITEM NO		DESCRIPTION	UNIT	RATE
	SANS 1200C SANS 1200DN SANS 1200NB	PRICING SCHEDULE 7: LABOUR ONLY SPECIFIC TASKS	For Contract duration	
E		TURNOUTS		
	PS 5.6.3.15	Replace turnout components:		
E1		Stock and guards.	No	
E2		Crossings.	No	
E3		Stocks and switches.	No	
E4		Straight lead rails.	No	
E5		Curved lead rails.	No	
E6		Straight closure rails.	No	
E7		Curved closure rails.	No	
E8		Front rods and pins.	No	
E9		Back rods and pins.	No	
E10		Pull rods Type E.366.	No	
E11		Crossing and heel bolts.	No	
E12		Counterweight and arm.	No	
E13		Kick over lever.	No	
E14		Point locks/clamps	No	
	PS 5.6.3.16	Turnout rehabilitation		
E15		Re-commission turnout sets (including maintenance and vegetation control)	No	
	PS 5.6.3.17	Turnout numbering		
E16		Numbering of turnout sets (turnout sets on sidings which accommodate traffic or dormant sets to be re-commissioned)	No	
	PS 5.6.3.18	Transportation of turnouts		
E17		Transportation of complete 1:9 Turnout from Atlantis to other Rail Sidings (the furthest distance is 68 km) by road trucks.	No	
	PS 5.6.3.3	Turnout Welding		
E18		Grinding of burrs (removing burrs which interfere with the fit of switch blades against stock rails)	m	
E19		Weld both sides of the three pins and the counterweight bolt on switch box to inhibit theft.	No	
E20		Repairing switch blade	No	
E21		Building up crossings and wing rails to turnouts by means of welding using the accepted Transnet method	No	
F		STOP BLOCKS		
	PS 5.6.3.15	Replace stop block components:		
F1		Curved vertical and guard rails.	No	
F2		Buffer beam and fastenings.	No	
F3		Timber bumping block and fastenings	No	
	PS 5.6.3.19	Stop block rehabilitation		
F4		Re-commission stop block (including maintenance thereof)	No	
G		RAIL TRACK		
	PS 5.6.3.20	Rail siding LOT Numbering with sleeper km markers every 50 m.		
G1		Athlone	No	
G2		Atlantis	No	
G3		Epping 1 and 2	No	
G4		Sacks Circle	No	
G5		Vissershok	No	
H		TRACK FORMATION		
H1	DN 8.3.4 d) PS 5.5.1.1	Excavation of unsuitable material from mud holes, backfilling and repair of formation.	m ³	
I	NB 8.3.10 c)	SIGNAGE		
I1	PS 5.6.3.21	Maintenance of sign boards and notices	No	
I2	PS 5.6.3.22	Replace siding number board.	No	
I3	PS 5.6.3.22	Replace whistle board.	No	
I4	PS 5.6.3.22	Replace speed restriction board.	No	
I5	PS 5.6.3.22	Replace crossing sign	No	
I6	PS 5.6.3.22	Replace City of Cape Town Private Siding board	No	
J	PS 5.6.3.23	LEVEL CROSSINGS		
J1		Reinstatement of a level crossing	No	
K	PS 5.6.3.24	SUNDRIES OFF-TRACK		
K1		Installation of bollards using second hand concrete sleepers	No	
L		DRAINAGE		
L1	PS 5.6.3.25	Installation of Half Round Channels	No	
L2	DN 8.3.4 d) PS 5.5.1.2	Cleaning out of stormwater channels and drains	m ³	

PRICING SCHEDULE 9 (Ad hoc supply and deliver)
SUPPLY & DELIVERY OF MATERIALS

ITEM NO		DESCRIPTION	UNIT	RATE
	SANS 1200NB	PRICING SCHEDULE 8: SUPPLY AND DELIVERY OF MATERIALS	For Contract duration	
A	NB 8.3.3a)	<u>Ballasting</u>		
A1	PS 5.6.3.29	Stone ballast according to S406 Spec.	m ³	
B	NB 8.3.1e)	<u>Portions of turnouts</u>		
B1		Stocks and guards 5,296/3,429 meters.	No	
B2		Left or right crossings 5,347/3,429 meters.	No	
B3		Stocks and switches 7,163/4,064 meters.	No	
B4		Straight leads 10,398 meters.	No	
B5		Curved lead 10,436 meters.	No	
B6		Straight closure 8,247 meters.	No	
B7		Curved closure 8,166 meters.	No	
B8		Connecting rods.	No	
B9		Pull rods E366.	No	
B10		Crossing and heel bolts.	No	
B11		Counterweight and arm.	No	
B12		Kick over lever.	No	
B13		Turnout/ Point locks or clamps	No	
C	NB 8.3.1i)	<u>Portions of stop block:</u>		
C1		Curved vertical and guard rail.	No	
C2		Bumping beam and fittings.	No	
C3		Timber bumper block and fittings.	No	
D	NB 8.3.1b) & f)	<u>Wooden sleepers and crossing sleepers:</u>		
D1		2,1 meters x 250mm x 125mm.	No	
D2		2,4 meters x 250mm x 125mm.	No	
D3		2,7 meters x 250mm x 125mm.	No	
D4		3,0 meters x 250mm x 125mm.	No	
D5		3,4 meters x 250mm x 125mm.	No	
D6		3,7 meters x 250mm x 125mm.	No	
D7		4,2 meters x 250mm x 125mm.	No	
D8		Concrete siding sleeper	No	
E	NB 8.3.1d)	<u>Rail to sleeper fastenings</u>		
		<u>Pandrol Clips</u>		
E1		Pandrol 'e' clips	No	
E2		Pandrol anti-vandal clips.	No	
E3		Pandrol anti-vandal clip sleeves	No	
		<u>Coach Screws</u>		
E4		Coach Screws Type A.	No	
		<u>Gauge Plate Insulators (GPI's)</u>		
E5		Concrete siding sleeper, GPI's, Types A/B/C.	No	
		<u>Rubber Pads</u>		
E6		HDPE-pads for siding sleepers.	No	
F	NB 8.3.1g) & h)	<u>Fishplates</u>		
F1		Fish plates (Flat type) to suit 40kg rails.	No	
F2		Fish plates (Flat type) to suit 48kg rails.	No	
F3		Fish bolts, nuts and spring washers to suit 40 kg rails	No	
F4		Fish bolts, nuts and spring washers to suit 40 kg rails	No	
G	NB 8.3.11c)	<u>Sundries - Signage:</u>		
		<u>Rail Track</u>		
G1		Siding number board.	No	
G2		Whistle board.	No	
G3		Speed restriction board.	No	
G4		City of Cape Town Private Siding board	No	
		<u>Level Crossings</u>		
G5		R2 boards - Yield Sign	No	
G6		R1 boards - Stop Sign	No	
G7		W318 boards - Railway Crossing Danger Sign	No	
G8		W403 boards - One Line Railway Crossing Cross Sign	No	
G9		W404 boards - Two Line Railway Crossing Cross Sign	No	
G10		No dumping sign boards	No	
G11		Dia 75mm wooden poles	No	
H	NB 8.3.1e)	<u>Exothermic welding portion</u>		
H1	PS 5.6.3.30	"Thermit" or other equal and approved patent welding system for welding together ends of 40 or 48 kg rails	No	
I	PS 5.6.3.31	<u>Level Crossing Blocks and L-planks:</u>		
I1		Level crossing 650mm blocks	No	
I2		Level crossing 2m L-planks	No	
J		<u>Half Round Drainage Channels</u>		
J1	PS 5.6.3.32	450 Half Round Drainage Channel	No	
J3	PS 5.5.1.3	Crusher run material	m ³	
J2	PS 5.5.1.4	Sand bedding material	m ³	

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 Tenderes must ensure pricing all items on the pricing schedule in order to be deemed responsive.

INITIALS OF CCT OFFICIALS		
1	2	3

C.5 SPECIFICATION(S)

5.1 GENERAL

5.1.1 Acquaintance requirement with regards to the Works

The Tenderer shall be deemed to have thoroughly acquainted himself with the nature and extent of the works proposed, to have visited the site, carefully examined the conditions under which the work is to be done, the means of access, acquainted himself with any limitations or restrictions that may be imposed upon him and generally with all matters which may influence his Tender and is to provide for any additional costs involved thereby. No claim will be recognised after submission of the Tender on grounds of lack of knowledge of Site conditions.

5.1.2 Trade names or proprietary products

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

5.1.3 Employment of security personnel

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

5.1.4 Forms for contract administration

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

Monthly Project Labour Report (described below)

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R450 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.

5.1.5 Description of sites and access

This contract is for the maintenance of the City of Cape Town's Private Sidings in six different localities, i.e.: Epping 1 and 2 Industrial sites, Sacks Circle, Atlantis Industrial sites, Vissershok landfill site, Athlone refuse transfer station and N'Dabeni site. The contract will be limited to the railway reserve of each specific site.

Siding No	Location	Interface Network Operator	Train Operator
141 844	Athlone (Langa) refuse transfer station (Access from N2, Bhunga Road)	PRASA	TFR
147 737	Atlantis Industria (Access from Neil Hare Road)	TFR	TFR
145 432	Epping 1 & 2 Industria (Access from Bofors and Gunner's Circle)	PRASA	TFR
142 441 142 468 141 984 142 239	N'Dabeni (Access from Old Mill Road)	PRASA	PS dormant
140 457	Sacks Circle (Bellville) (Access from Sacks Circle)	TFR	TFR
145 416	Vissershok (Chempet) landfill site (Access from N7, Frankdale Road)	TFR	TFR

5.1.6 The Works

The contractor will be required to perform any rail track infrastructure maintenance and/or construction work for on-track and off-track work on the City of Cape Town Private Sidings.

The maintenance tasks mainly include vegetation control through normally bi-annual (or as directed by the Engineer):

- grass cutting in the rail reserve (inclusive of brush cutting)
- centre line cleaning on active rail track
- herbicide application (rail centre line, and on stumps/branches of brush and spot application on invasivespecies in the rail reserve).

Preservation of rail track infrastructure where train services and haulage has diminished over time.

A summary of the Private Sidings areas and rail track infrastructure to be maintained is recorded in the following table.

Schedule	Schedule 2	Schedule 3	Schedule 4	Schedule 5	Schedule 6	Schedule 7	TOTALS
Item	Atholone (Langa)	Atlantis	Epping 1 & 2	N'dabeni	Sacks Circle (Bellville)	Vissershok (Chempet)	
Turnouts	3	5	22			2	24
Stop Blocks	3	2	1		1	1	3
Level Crossings	1	1		0	1	2	3
Rail Servitude Grass Cutting (ha)	2.1	13.7	26.5	3.3	4.3	1.0	35.1
Active rail track to be kept weed free (m)	2 316	4 139	4 652	0	992	775	6 419
Track in concrete (m)	480					40	40
Crane rails (Single rail track m)	350					616	616

Diagrammatic drawings of the vegetation control areas for the different Private Sidings is attached herewith in the Appendix following.

5.1.7 Key Personnel, Duties and General Procedures

The contractor must provide all Safety Critical Grades (SCG) as determined by the Railway Safety Regulator (RSR), consisting of at least the following:

- Contracts Manager
- Track Master (on-site construction manager).
- Track Welder (as and when required).

5.1.7.1 Contracts Manager

Qualifications:

- For the purposes of this Contract, the Contract Manager shall have a relevant qualification in the engineering, project management and or permanent way environment.

Duties (amongst others): Efficient project management of the works

- Handling of all contractual matters.
- Preparation of the necessary payment certificate, claims and reports to suit.
- Project management of the project as to ensure effective, efficient and timely tasks completion.
- Ensuring compliance to all safety and regulatory requirements.
- Management of all personnel appointments, payments, disputes as well as timely submission of the required labour returns.

5.1.7.2 Track Master

On-Site Construction Manager (Construction Regulations 2014):

- The Contractor shall in the execution of this Contract employ an on-site Construction Manager as per Construction Regulations 2014.
- The Construction Manager must be a competent person according to the Construction Regulations 2014, and the Track Master can normally fill this position.

Qualifications:

- For the purposes of this Contract, the Track Master shall be a qualified, experienced and competent person who is capable of track laying, resource management and has a good knowledge of Perway instructions and safe working procedures.
- Be qualified as a Track Master Certificate (Rail Construction and Rail Maintenance Level 3) (Transnet School of Rail/Transport Education Training Authority (TETA) accredited training provider).
- Be in possession of a Supervisory Health and Safety Certificate (Accredited training provider).
- Be in possession of a Construction Regulations 2014 Certificate (Accredited training provider).
- Be in possession of a Weed Control Certificate (Minimum NQF Level 4 unit standard).

Duties (amongst others):

Efficient execution of the works

- Manage all the works on site, inclusive of the efficient use of resources.
- Ensuring that all completed work complies with accepted norms and standards.
- Ensuring that the personnel under his control receive the necessary practical training in the correct use of and the efficient handling of material, tools and equipment. He must ensure that they are trained, developed, coached and that they acquire sound experience in all aspects of track maintenance work.
- Performing any other duties assigned to him.
- Ensuring that the requirements of applicable legislation are complied with.
- Ensuring that contract conditions are adhered to according to the contract specifications.
- Ensuring compliance with the "General responsibilities of infrastructure-maintenance personnel" as recorded in the Transnet "Manual for track maintenance, BBB0481 Ver 2, 2012".

Track inspections, measurements and reporting

- Duties shall include amongst others the immediate reporting to the Engineer or his representative, of any serious defects reported by the Patrolman on active rail track where train services are running. The rectifying work and priority thereof will be determined by the Engineer.
- Measuring the extent of the Works before rectification instructions from the Engineer, recording and evaluating such measurements, re-measuring after rectification to make sure that the Works comply with standards, and submit measurements as proof of completion of the Works.
- Assisting in measuring up the actual Works completed for payment purposes after each month's period with the Engineers representative. These measurements are to be taken separately on each siding and submitted to the Engineers and the Engineers representative for certification. The Engineer will review and verify payment certificates allowing the submission on the necessary invoices to the Employer for payment purposes.
- Arrangement of monthly Patrolman inspections and the review and signing off of patrolman reports inclusive of the minimum information as recorded in the attached proposed forms (Appendix _____), following up on defects reported by the patrolman and giving appropriate feedback to the Engineer or his representative.
- Timeously carrying out special inspections of all sidings possibly affected by heavy rains, derailments, or other extra ordinary circumstances, including sabotage, which may render the railway tracks unsafe for trains.
- Ensuring that all the necessary actions and precautions are taken to the satisfaction of Transnet and the Engineer or his representativity for the protection of property, train movements, workers and materials during the execution of the Works.

5.1.7.3 Track Welder

- For the purposes of this Contract, a Track welder shall be a qualified, experienced and competent to perform all aspects of rail track welding work.
- Be qualified as a Welder (Artisan) Trade Hand (Level 4) from Transnet, Prasa or a similar accredited training provider.

Duties:

- Duties shall amongst others include:
 - the repair of skid marks and wheel-spin burns.
 - repair of crossings and switch blades.
 - repair and building-up of wing rails on turnout sets.
 - repair of battered rail ends.
 - exothermic joint welding.
 - general welding and grinding work as required preventing theft and vandalism.

5.1.8 Supporting Personnel, Duties and General Procedures

The contractor must provide all supporting personnel as required to effectively and efficiently perform the required tasks, inclusive of:

- A Perway Team (Track workers) to successfully execute the works.
- All drivers transporting Staff must have a valid code 10 license and PDP (Public Drivers Permit).
- Flagmen in possession of a valid Flagman Certificate from Transnet.
- Patrolman, inhouse trained and competent

5.1.8.1 Patrolman

- For the purposes of this Contract, a Patrolman shall be at minimum an inhouse trained competent person, able to recognise rail track infrastructure general condition, theft, and emergency track defects and failures, and be able to communicate effectively.
- Duties shall include patrolling at least once a month, or as directed by the Engineer or the Engineers representative, on foot the sidings throughout their length.
- The patrolman shall report any emergency condition that may affecting the safe passage of trains or damage to infrastructure immediately to his/her Supervisor.
- The patrolman shall report in writing the results of his/her inspections to his/her Supervisor for the necessary action plans.
- The Engineer or his representative will scrutinize the Patrolman's reports as to plan and instruct any work execution.
- The Patrolman's report is to be submitted to the Engineer's representative in writing/electronically by the last working day of each calendar month. This report must contain at least the information as recorded in the proposed Patrolman Inspection Report attached in the Appendixes of this Specifications.

5.2 INTERPRETATIONS

5.2.1 Supporting Specifications

Reference is made to the latest issues of the following standards listed in order of preference:

SABS

- SANS 1200 A (General)
- SANS 1200 NB (Railway Sidings (Trackwork))
- SANS 1200 C (Site Clearance)
- SANS 1200 DN (Earthworks (Railway Sidings))
-
- SANS-3000-1-General 2016-(Ed.-3.00)
- SANS-3000-2.2-Track Civil Electric 2016-(Ed.-2.00)
- SANS-3000-2.2.1-Level Crossings 2021-(Ed.-2.00)
- SANS-3000-2.6-Interface Management 2013-(Ed.-2.6)
- SANS-3000-2.6.1-Interface Agreement Standard 2024-(Ed.-1)
- SANS-3000-4-Human Factors 2011-(Ed.-1)

Transnet

- Spoornet S406 (1998) Specifications for the supply of stone
- Track Welding Manual 2007, BBB8341 Version 4
- Permanent Way Instructions (1984)
- Manual for Track Maintenance (2012)
- Provision and construction of Private Sidings, Transnet Limited, March 2001

5.2.2 Definitions

City of Cape Town: The abbreviation (CCT) is used for the City of Cape Town.

Client: City of Cape Town.

Contractor: is the same persona as the ‘supplier’ defined under Clause 1.26 of the Special Conditions of Contract.

Engineer: The Engineer refers to the Client appointed representative/agent inclusive of the appointed Professional Service Provider’s (PSP) Professional Engineer or his appointed representative.

Free haul & overall haul: The free haul distance for all materials is from the delivery/storage area to the distribution point. No separate measurement will therefore be made for overhaul, and the tendered rates shall include for all transport where necessary.

Metrorail/SARCC/PRASA: Wherever the name Metrorail or South African Rail Commuter Corporation (SARCC) is used in the documents, reference is made to Passenger Rail Agency of South Africa (PRASA).

Private Siding: The abbreviation (PS) is used for Railway Siding/Private Siding/ Private Siding Extension.

Professional Service Provider: The abbreviation (PPS) is used.

SAR/SATS/Spoornet/Transnet: Wherever the name SAR, South African Transport Services (SATS) or Spoornet is used in the documents, reference is made to Transnet Ltd.

Turnout: The abbreviation (TO) is used.

5.3 PARTICULAR SPECIFICATIONS SANS 1200 A (GENERAL)

5.3.1 Construction: (SANS 1200 A Clause 5)

5.3.1.1 Safety: (SANS 1200 A Clause 5.7)

- The Contractor shall comply with the Occupational Health and Safety Act (Act no.85 of 1993) and with its Construction Regulations, 2014.
- All the work included in this contract shall, for the purpose of complying with the OHS Act and the Construction Regulations, 2014, be deemed to be “construction work”.
- It should be noted that, with a few exceptions, the Standard Specifications and the Project Specifications are “end product specifications” and not “method specifications”. As the methods of construction to be used are generally determined by the Contractor’s detailed safety requirements applicable to all Site operations, such methods of construction are not provided for in the project documentation.
- The Contractor shall apply all the relevant safety regulations and requirements to the work methods and materials used. Tenderers shall observe the requirements of:
 - Transnet Limited E7/2 and SARCC E7/2: Specification for Works On, Over, Under or Adjacent to Railways Lines and near High Voltage Equipment when working within the Rail Authority’s reserve.
 - TFR Manual for Track Maintenance, BBB0481, 2012.
- Tenderers 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 with his tender, a detailed Health and Safety Plan in respect of the Works to demonstrate the necessary competencies and resources to perform the Works in accordance with the Act and Regulations.
- The Health and Safety Plan shall always be available for inspection on Site and must cover inter-alia the following:
 - The safety management structure including the names of all designated persons.
 - Safety method statements and procedures to be adopted to ensure compliance with the OHS Act:
 - a) Control of the movement of construction vehicles.
 - b) The storage and use of materials.
 - c) The use of tools, vehicles and plant.
 - d) Security, access control and the exclusion of unauthorised persons
 - Details of the Contractor’s induction training programme for employees, sub-contractors and visitors to the Site.
 - Details of all health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
 - Details of regular monitoring procedures to be performed.
 - Details of regular liaison, consultation and review meetings with all parties.
 - Details of Site security, welfare facilities and first aid.
 - Details of site rules and fire and emergency procedures.
 - Compliance with wayleaves, permissions and permits
 - Safety equipment, devices and clothing to be employed

- Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.
- 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.
- The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement annexed hereto and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after receipt of the Letter of Acceptance of the Tender.
- Way leaves, permission and permits: The Contractor shall be responsible for obtaining all way leaves, permissions or permits applicable to working near any existing services or other infrastructure on Site and shall abide by the safety conditions imposed by such wayleaves, permissions or permits.
- Reporting of Incidents: All incidents shall be reported strictly in accordance with the requirements of the OHS Act and the General Conditions of Contract.
- The Contractor shall in addition to his /her obligations under the Act, ensure that protection duties by the Track Master and Flagmen are strictly adhered to.
- The contractor will be required to participate in monthly project meetings to ensure that the RSR statutory railway operating permit compliance obligations are identified and managed to ensure that requirements are being met. Monthly reporting includes:
 - Toolbox talks – Supply proof of the toolbox discussion to the Employer’s agent.
 - Health & Safety and Environment - risks to safety associated with the physical working environment or working conditions are managed on site.
 - Training/Awareness and Competence Management - the competency of workers undertaking high risk work (safety critical Grades) are managed.
 - Human Factors - the ways in which the contractor integrates human factors, the job and the to improve human performance and minimise human error in accordance with SANS 3000-4, Railway safety management – Human factors management standard.
 - Patrolman and Track Master Reports.
 - Labour Report.
 - Incident Management, Reporting and Investigation - all accidents, incidents, and dangerous occurrences involving personal injury or plant and equipment damage must be reported.
 - Railway Siding Maintenance - Discussion on how corrective actions /maintenance standards & processes associated with the safe operation of railway infrastructure including safe working rules & procedures are being implemented at each railway siding.
 - Rail Intraface/ Interface Coordination – Discussion on how risks to safety that may arise from rail interfaces and intrafaces are managed.
- The Contractor shall enter the “Occupational Health and Safety Agreement” as recorded in Item (11a) of the tender document.

5.3.1.2 Environmental: (SANS 1200 A New Clause 5.9)

- The Contractor shall adhere to the requirements of the “Environmental Specifications” as recorded in the Appendix of this Specifications.

5.3.2 Scheduled fixed charged and value-related items

5.3.2.1 Establishment of facilities for contractor on site (SANS 1200 A Clause 8.3.2.2)...Unit: Sum

- The rate shall include for:
 - Initial establishment on site at contract commencement.
 - All listed items under Clauses a to j, and these items will not separately measured.
 - All transport, plant, sheds, tools and equipment.
 - Removal of site establishment on completion of the works.

5.3.2.2 Establishment of facilities for contractor on site (SANS 1200 A Clause 8.3.2.2)...Unit: Sum

- The rate shall include for:
 - All emergency repair work that could not be included in the planned or scheduled work on instruction of the Engineer, inclusive of the establishment of the welder also on instruction of the engineer.
 - All listed items under Clauses a to j, and these items will not separately measured.
 - All transport, plant, sheds, tools and equipment.
 - Removal of site establishment on completion of the works.

5.3.3 Scheduled time-related items

5.3.3.1 Contractual requirements (SANS 1200 A Clause 8.4.1) Unit: Month

- The units will be changed from Sum to Month.
- The rates will differentiate between insurance as called for in the Conditions of Contract and Surety as called for in the Conditions of Contract

5.3.3.2 Operate and maintain of facilities for contractor on site, for duration of construction, except where otherwise stated k) Compliance with Health and Safety regulations and specifications (SANS 1200 A Clause 8.4.2.2 New Sub-Clause k)).....Unit: Month

- See the requirements and the tasks included in this rate as recorded in Item 13.3.1.1: Safety: (SANS 1200 A Clause 5.7).

5.3.3.3 Operate and maintain of facilities for contractor on site, for duration of construction, except where otherwise stated l) Compliance with Environmental regulations and specifications (SANS 1200 A Clause 8.4.2.2 New Sub-Clause l)).....Unit: Month

- See the requirements and the tasks included in this rate as recorded in Item 13.3.1.2: Environmental (SANS 1200 A New Clause 5.9).

5.3.3.4 Operate and maintain of facilities for contractor on site, for duration of construction, except where otherwise stated (SANS 1200 A Clause 8.4.2.2).....Unit: Month

- The unit shall be changed from Sum to Month.
- A fixed charged value related once off establishment item will not be applicable as the planned and scheduled works will constantly shift from one Private Siding to the next. A monthly time related item was therefore included to suit. Should there be any initial once off establishment costs, these therefore must be worked into the monthly operate and maintain facilities for contractor on site item.
- The rate shall include for:
 - All listed items under Clauses a to j, and these items will not separately measured.
 - All transport, plant, sheds, tools and equipment.
 - Providence of a site diary as well as site instruction book, A4 triplicate type, to be available on site.
 - Removal on completion of the works.
 - All planned and scheduled work, inclusive of additional instructed work that should coincide with the planned work at the different Private Sidings.

5.3.3.5 Supervision for the duration of construction (SANS 1200 A Clause 8.4.3).....Unit: Month

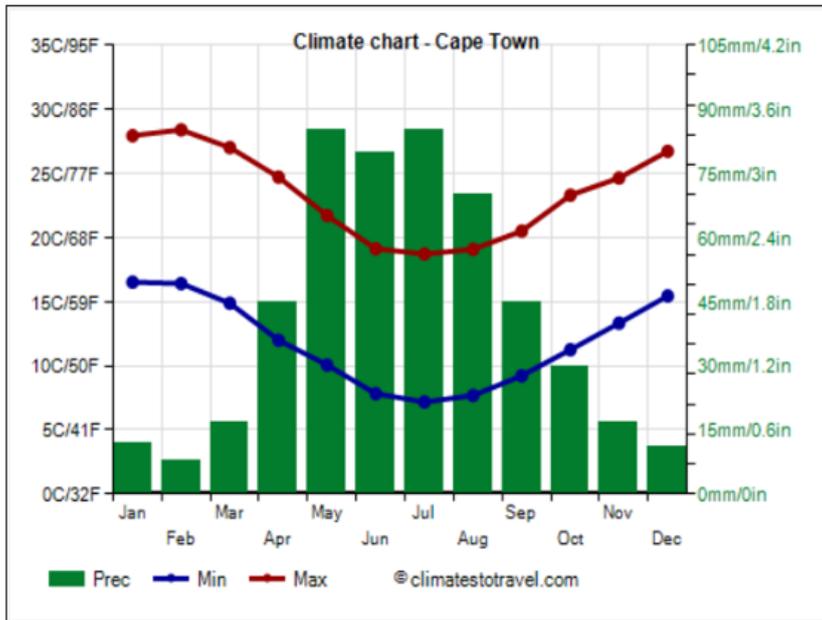
- The unit shall be changed from Sum to Month.
- The Contractor shall in the execution of this Contract employ an on-site Construction Manager as per Construction Regulations 2014 and the Conditions of Tender.

5.4 PARTICULAR SPECIFICATIONS SANS 1200 C (SITE CLEARANCE)

5.4.1 Reclean of Vegetation (SANS 1200 C Clause 5.5)

5.4.1.1 Vegetation Control Strategy

- The frequency and program of vegetation control are to suit the vegetation control strategy and the contractor's approved program, or as instructed by the Engineer. The current vegetation control strategy allows for bi-annual visits to the different Private Sidings, attempting to perform the tasks before and after the rainy seasons, being April to June as well as October to December.
- The vegetation control strategy is shown in the following graph and table.



	Jan	Febr	Mrt	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Serv	Grass cut											
6m CL	Herb											
6m CL	Centre											

5.4.1.2 Use of herbicides - General

- Before the use of herbicides in the Works, the Contractor shall provide a list of registered herbicides to be used in the Works (supported by specimen labels). The list shall indicate:
 - Trade name.
 - Generic name.
 - Registration Number.
 - Ingredients (type and content) as shown on the label.
 - Application rates.

5.4.2 Reclean surfaces (only on instructions from the Engineer) (SANS 1200 C Clause 8.2.4)

5.4.2.1 Vegetation control through grass-weed-bush cutting (SANS 1200 C New Clause 8.2.4 a))Unit: ha

- The rate shall include for:
 - The cutting down of grass, bush, scrubs, weeds and reeds.
 - The disposal of all cut vegetation and windblown and dumped rubbish from the Private Sidings rail reserve at approved City of Cape Town's or other dump sites.

5.4.2.2 Vegetation control through herbicide application in the rail servitude – bushes/shrubs and spot application (SANS 1200 C New Clause 8.2.4 b))Unit: ha

Bushes/ Shrubs

- The rate shall include for all labour, transport, material, herbicides, tools and equipment.
- Systemic herbicide application will be required for the treatment of cut off stump/branches to eradicate re-growth, sprouting and new growth of mainly Port Jackson bush (*Acacia Saligna*). A suitable colourant should be added to the herbicide (or an herbicide already containing a colourant should be used).
- The herbicide application will be required directly after vegetation control. Seeds already in the ground may also have sprouted and would require further treatment once cleaned and cut. The frequency and program of vegetation control are to suit the vegetation control strategy and contractor's approved program, or as instructed by the Engineer. The current vegetation control strategy allows for bi-annual vegetation control in the PS rail reserves.
- Payment will be made per ha only if the treated stumps/branches in the areas are visibly dyed with colourant. A second round of payment will only be made if the treatment were successful, and if unsuccessful, re-treatment will be for the account of the contractor.
- The area treated will be estimated together with the Engineer or his representatives during site inspections with the contractor as to ensure fair compensation for work performed. The number of bushes per hectare treated will be taken in consideration to determine fair compensation. Full hectare claims where bushes spaced sparsely would obviously be inappropriate. As a rule of thumb, not more than 20% of the rail reserve area can be claimed.

Spot Application

- Spot herbicide application to eradicate invasive species mainly inclusive of the Patterson's Curse (*Echium Plantagineum*) plants would be required.
- Over and above vegetation control through the cutting of grass and reeds, vegetation is required for soil erosion protection in the PS rail reserves. Precautions should be taken by the contractor as not to eradicate vegetation and grass in the rail reserve through the application of herbicides. The re-establishment of vegetation in the rail reserve would be required for the account of the contractor should vegetation be eradicated in the rail reserve through irresponsible, negligent and careless use of herbicides by the contractor.

5.4.2.3 Weeding of rail track formation – 3 m both sides of active rail track centre line (SANS 1200 C New Clause 8.2.4 c))Unit: m

- The rate shall include for all labour, transport, material, herbicides, tools and equipment.
- The rate shall include for:
 - The removal of all weeds and grass, inclusive of plant roots.
 - The disposal of all weeded vegetation from the Private Sidings at appropriate City of Cape Town's or other dump sites.

5.4.2.4 Vegetation control through herbicide application – 3m both sides of active rail centre line (SANS 1200 C New Clause 8.2.4 d))Unit: m

- Systemic herbicide application is required 3m both sides of the active rail centre lines. The frequency and program of vegetation control are to suit the vegetation control strategy and contractor's approved program, or as instructed by the Engineer. The current vegetation control strategy allows for bi-annual herbicide application 3m both side of the active rail centre lines during the dry months of the year (October/November and February/March). Once all vegetation has been treated successfully, removal of all dead plants and grass, and their roots, can be achieved efficiently.
- Payment claims for herbicide application would only be considered a month after application, once site inspections by the Engineer and or the Engineers representative, together with the contractor confirmed successful application results.

5.5 PARTICULAR SPECIFICATIONS SANS 1200 DN (EARTWORKS (RAILWAY SIDINGS))

5.5.1 Earthworks: Scheduled Items (SANS 1200 DN Clause 8.3)

5.5.1.1 Replacing unsuitable in-situ material, where ordered after formation graded:
Excavation of unsuitable material from mud holes.
(SANS 1200 DN Clause 8.3.4 d).....Unit: m³

- This rate will also include the excavation of unsuitable material from mud holes to a City of Cape Town dump site, all free-haul and no overhaul will be applicable.
- The rate shall cover all labour, transport, plant and tools required for the tasks.
- In addition, the rate shall cover for the backfilling, repair of formation, compaction of imported crusher run materials.
- This rate will also include for the cleaning out, trimming where required of storm water channels and drains, catch water areas, table drains, as well as inlets and outlets of stormwater culverts.
- The rate shall cover all labour, transport, plant and tools required for the tasks.
- The rate shall include the removal of unsuitable materials from the track formation and side drains to an approved City of Cape Town dump site, all free-haul and no overhaul will be applicable.

5.5.1.2 Replacing unsuitable in-situ material, where ordered after formation graded:
Cleaning out of stormwater channels and drains.
(SANS 1200 DN Clause 8.3.4 d).....Unit: m³

- This rate will also include the cleaning out, trimming where required of storm water channels, drains and catch water areas, table drains, as well as inlets and outlets of stormwater culverts of water and wind transported soils to a City of Cape Town dump site, all free-haul and no overhaul will be applicable.
- The rate shall cover all labour, transport, plant and tools required for the tasks.

5.5.1.3 Import and distribution of crusher run material (SANS 1200 D New Clause) Unit: m³

- The rate shall include for the supply/import, transport and distribution of crusher run material to suit.
- All will be free-haul, and no overhaul will be applicable.

5.5.1.4 Import and distribution of sand bedding material (SANS 1200 D New Clause) Unit: m³

- The rate shall include for the supply/import, transport and distribution of sand bedding material to suit.
- All will be free-haul, and no overhaul will be applicable.

5.6 PARTICULAR SPECIFICATIONS SANS 1200 NB (RAILWAY SIDINGS (TRACKWORK))

5.6.1 Railway Trackwork (SANS 1200 NB Clause 3.2)

5.6.1.1 General (SANS 1200 NB Clause 3.2.1)

- All new and second-hand Permanent Way Materials (PWM) used for the Works shall be of at least the Transnet SOC specifications.

5.6.1.2 Wood sleepers and crossing timbers (SANS 1200 NB, clause 3.2.6):

- All sleepers used for the Works shall be approved by the Employer's agent or his deputy and must conform to Transnet SOC specifications, before such sleepers are used.
- Sleepers of the same type shall be used for spot replacements or as otherwise directed by the Engineer.
- Concrete siding sleeper-producing factories must be ISO accredited, and concrete sleepers shall be of the siding type as approved by Transnet Freight Rail.
- The Contractor is to state the species of hardwood timber to be used in the replacement of sleepers.
-

5.6.1.3 Fishplates (SANS 1200 NB, clause 3.2.7):

- Fishplates, bolts and nuts, shall suit the profiles of 40 kg/m or 48 kg/m rails.
- Fishplates to have a minimum of four holes and must be fitted with bolts and nuts at all times.
- Where ordered by the Engineer, fishplates shall be greased with Caltex number 2 graphite grease or similar.

5.6.1.4 Rail-to-sleeper fastenings (SANS 1200 NB, clause 3.2.8):

- Concrete sleepers shall accommodate "Pandrol" type 'e' clips with receptacles embedded in the sleepers. All such rail-to-sleeper fastenings shall be in accordance with the manufacturer's specifications.
- Where ordered by the Engineer, "Pandrol" type 'e' clips shall be replaced with "Pandrol" 'antivandal' clips and sleeves.
- Second-hand coach screws shall be allowed only with the approval of the Employer's agent.

5.6.1.5 Turnouts, Slips, and Crossings (SANS 1200 NB, clause 3.2.9):

- New turnouts are to be constructed with new rails.
- When required by the Employer's agent to rebuild a turnout, the Contractor shall use all or most of the existing material contained in the turnout.

5.6.1.6 Signboards (SANS 1200 NB, clause 3.2.15):

- Level crossings must be classified according to their status. The status of the level crossing will determine the level crossing signage. The rail and road signage at level crossings shall be in accordance with the classification of Chapter 7 Volume 2 of the SOUTH AFRICAN ROAD TRAFFIC SIGNS MANUAL – 1999.
- City of Cape Town Private Siding boards

5.6.2 Tolerances (SANS 1200 NB Clause 6)

The following will be applicable on the Private Sidings:

- When track work is done, the work must conform to the A-standard.
- Repair work must be considered on active and used rail lines (by the Engineer) when the B-standard is exceeded.
- Rail track outside the C-standard on active and used rail lines will require urgent inspection and regular monitoring (reporting to the Engineer immediately), as to enable maintenance input instructions.

The tolerances referred to shall be amplified by the Track Geometry Standards as recorded in the:

- “Permanent Way Instructions, 1984” Standards for track maintenance and relaying and evaluation of the track condition” Items 401 and 402.
- “Manual for Track Maintenance, BBB0481 Ver 2, 2012” Tack Geometry Standards, Item 4.1.1, with the General maintenance standards tables repeated herewith for reasons of clarity:

TYPE	METHOD	A	B	C	Per 500m portion	Per each set
Vertical Alignment						
Top-all track	Gauge measuring instrument	1:1 000	1:250	1:180	3	1
Super elevation - all track	Gauge measuring instrument	3mm	12mm	16mm	10	10%
Twist - transition curves	Calculate from super elevation	1:500 (10mm)	1:400 (12.5mm)	1:288 (17.5mm)		
Twist - all other track	Calculate from super elevation	1:100 (5mm)	1:400 (12.5mm)	1:288 (17.5mm)		
Horizontal Alignment						
Versine – curves	10m chord	2,5mm - 5% of correct versine	2,5mm - 20% of correct versine	2,5mm - 30% of correct versine	33	10%
Alignment – straight track	10m chord	1:2 000	1:500	1:360		10%

Nominal Gauge	Permissible Deviation from Specified Gauge (mm)					
	A-Standard		B-Standard		C-Standard	
	Min	Max	Min	Max	Min	Max
1065 mm	-3	5	-7	12	-10	25
610 mm	-3	5	-1	7	-6	10
	Permissible Deviation from Specified Gauge (mm)					
	A-Standard		B-Standard		C-Standard	
At rail joints	10		30		40	
Rest of track	25		100		150	
	Permissible Deviation from Specified Gauge (mm)					
	A-Standard		B-Standard		C-Standard	
Insufficient sleepers	0		2		4	
Too many sleepers	0		1		3	

5.6.3 Railway Trackwork: Measurement and Payment (SANS 1200 NB Clause 8)

5.6.3.1 Remove (or insert) rails (SANS 1200 NB Clause 8.3.8b)Unit: No

- The rate will include the collection, distribution, all rail cuts and disposal, cascading extracted rails, cutting of rail to the correct lengths, insertion, drilling of fish plates bolt holes, fitting and lubrication of fish plates.
- Cut out and insertion of 40kg/m or 48kg/m (4.2 to 7.8m) closure rails..... Unit: No.
- Cut out and insertion of 40kg/m or 48kg/m (12m) closure rails..... Unit: No.

5.6.3.2 Rail flange clearance cleaning (SANS 1200 NB New Clause).....Unit: m

- The rate will distinguish rail flange clearances between normal track in concrete and single crane rails in concrete.
- The rate will include the removal and disposal of cleaned material from the rail track to an approved City of Cape Town landfill site, all free-haul and no overhaul will be applicable.
- Normal rail track in concrete rail flange clearance is approximately 68mm wide by 34mm in depth, located on the inner side only of both rails, measured per track meter inclusive of both rails.
- Crane rail track in concrete rail flange clearance is approximately 363mm wide by 85mm in depth, measured per rail meter, but with flange clearances located on both sides the rail.

5.6.3.3 Rail Welding – a) General (SANS 1200 NB New Clause 8.3.13))Unit: No.

- All Welding work shall comply with the “Transnet, Track Welding Manual 2007, BBB8341, Version 4”.
- All rates shall include for labour, transport, plant and tools.
- A once off establishment would be applicable for a rail welder per work instruction package (not per PS), as per Schedule 1, General Items, Item I: “Establishment as and when required”.
- Separate items will be recorded in the schedule of quantities for the different welding tasks.

5.6.3.4 Exothermic Casting (SANS 1200 NB Clause 8.3.2 e)) Unit: No

- The rate will make a distinction between exothermic casting of 40kg/m-and-48kg/m rail (SKV-Process).

5.6.3.5 Transportation of rails (SANS 1200 NB New Clause) Unit: No

- Transportation of Rail from Atlantis to Epping Rail Siding (60 km) by road trucks: the rate shall include cutting released rails in lengths of 12m, loading the rails, transporting and stacking.

5.6.3.6 Greasing of fishplates (SANS 1200 New Clause):.....Unit: No

- The rate for the greasing of fishplates shall include the removal of the bolts and nuts, the cleaning of fishplates and rail surfaces, greasing of the contact surfaces and the reassembling of the fish plated joints.
- The rate shall include the provision and distribution of grease.

5.6.3.7 Oiling of fishplates (SANS 1200 New Clause):.....Unit: No

- The rate includes oiling of the fishplates as well as all the bolts and nuts with penetrating oil or old motor oil as to prevent rusting and that the fishplates, bolts and nuts became stuck.
- The rate for the oiling of fishplates excludes the removal, cleaning and re-assembly of the fishplate and rail surfaces.
- The rate shall include the provision and distribution of penetrating oil or old motor oil.

5.6.3.8 Fitting rail to sleeper and rail to rail fastening (SANS 1200 NB New Clause)..... Unit: No

- The rate shall include for the distribution on site of rail fastenings.
- The rate shall cover all labour, transport, plant and tools

5.6.3.9 Remove (or insert) sleepers (or crossing bearers) with rail in position (SANS 1200 NB Clause 8.3.8a)Unit: No

- The rate shall include collection, distribution, cascading and reclaiming, collecting of extracted sleepers and fastenings, lifting, aligning and tamping of track or set to the appropriate standard.
- Replaced wooden sleepers shall not be burnt on Site or anywhere within smoke-controlled areas.

5.6.3.10 Transportation of sleepers (SANS 1200 NB New Clause) Unit: No

- Transportation of second hand concrete sleepers from Atlantis to Epping Rail Siding (60 km) by road trucks: the rate shall include the removal of sleepers, loading of extracted sleepers and transporting and stacking.

5.6.3.11 Removing of windblown sand (SANS 1200 NB New Clause):Unit: m

- The rate will include the removal of windblown sand through making use of a wind blower or similar.
- This rate excludes ballast cleaning though screening, which will be a separate scheduled item.

5.6.3.12 Remove and clean ballast (Manual screening method) (SANS 1200 NB Clause 8.3.9b)

- The rate shall cover all labour, transport, plant and tools as required.
- The rate shall include for the removal of existing ballast, up to 150mm below bottom of sleepers/up to formation level, cleaning, storing and re-ballasting including adding new ballast as required. (supply of new ballast material measured separately).
- The manual screening method includes the use of ballast forks.
- The rate shall include for the boxing in of ballast and the reshaping of the ballast profile to standard, inclusive of an appropriate depth of ballast below sleeper level, ballast shoulder widths and ballast side angels, and the amount of ballast in the boxes, all according to the appropriate standards.
- The rate shall include for the lifting and packing making use of appropriate mechanical beaters for ballast consolidation under the sleepers.

5.6.3.13 Transport of ballast (SANS 1200 NB New Clause):.....Unit: m³

- Transportation of screened ballast from Atlantis to other Rail Sidings (the furthest distance is 68 km) by road trucks, including loading, transportation and offloading and the distribution of ballast.

5.6.3.14 Lift and pack trackwork and box in (SANS 1200 NB Clause 8.3.3b)

- The rate shall cover all labour, transport, plant and tools as required.
- The rate shall include for the lifting and packing making use of appropriate mechanical beaters for ballast consolidation under the sleepers.

5.6.3.15 Replace turnout/stop block components (SANS 1200 NB New Clause).....Unit: No

- Separate items will be scheduled for each turnout component.
- The rate shall include for the distribution on site of new and released turnout components, labour, transport, plant and tools for the installation of the turnout component.

5.6.3.16 Turnout rehabilitation (SANS 1200 NB New Clause).....Unit: No

- Turnout rehabilitation or the recommissioning of a turnout will include.
 - Turnout measurements before and after rehabilitation on applicable forms (see Appendices), (separately payment item for measurements).
 - Ensuring all track gauges are within the specified standards.
 - Switch blade closure properly against the stock rail.
 - Switch blade wear within the specified standards.
 - Turnout cant within the specified standard.
 - Turnout lifting and ballast tamping to suit.
 - All fastening, bolts and nuts are present, secured and tightened, greased or oiled.
 - Switch blade mechanism are working properly without loose connections, painted white.
 - Counter arms painted white.
 - Ballast boxed in between bearers, and ballast profile maintained.
 - Turnout clean from vegetation and rubbish.
 - Turnout crossing/frog in good and maintained condition without excessive wear/burr.
 - Guard, check and closure rail is good maintained condition.
 - Turnout bearers in good and maintained condition.
 - Turnout fastening system, chairs in good and maintained condition.
 - Switch blade sliding chairs clean and lubricated with dry-film lubricants.
 - All rail to sleeper fastening's are in place and in good condition.
 - Spiked turnout blades secured disabling any blade movement.

5.6.3.17 Turnout numbering (SANS 1200 NB New Clause):.....Unit: No

- All sets to be maintained on rail lines currently in operation or located on active rail lines, numbered shall be maintained as per the numbers on the drawings. The number shall be painted with enamel based white gloss paint on black background in the centre of the sleeper at the SRJ. The number must be stencilled and be 100 mm high by 10 mm wide. In the event that the numbered sleeper is replaced, the number shall be repainted according to the specifications.
- The rate shall cover all labour, transport, plant, tools, stencils, paint and material as required.

5.6.3.18 Transportation of turnouts (SANS 1200 NB New Clause) Unit: No

- Transportation of complete 1:9 Turnout from Atlantis to other Rail Sidings (the furthest distance is 68 km) by road trucks: the rate shall include dismantling the turnout, loading, transportation offloading and stacking of turnout components at material depot or at any of the rail sidings.

5.6.3.19 Stop block rehabilitation (SANS 1200 NB New Clause).....Unit: No

- Stop Block rehabilitation shall include.
 - All labour, transport, plant, tools, paint and material as required.
 - Ensuring all stop block components are maintained
 - Painting with an enamel based white gloss paint.

5.6.3.20 LOT numbering (SANS 1200 NB New Clause):.....Unit No.

- Lot numbering of all active mainline siding tracks and need to be maintained with sleeper km markers every 50m (rate is per number) to help maintenance personnel easily locate and report rail track defects.
- The rate shall cover all labour, transport, plant, tools, application of black (background) and white (numbering) gloss enamel paint on the sleeper and material required.
- The number must be stencilled and be 100 mm high by 10 mm wide.

5.6.3.21 Sundries: c) Track signs: Maintenance (SABS 1200 NB Clause 8.3.10 c) Unit: No.

- The rate will include for the maintenance of sign board and notices, inclusive of PS Number bollards.
- The rate will include for the painting, re-stencilling, squaring of planted concrete sleeper bollard used as normal signs get vandalised and stolen.
- The stencilling will include black background paint, and appropriate stencil work for PS numbering using white enable based paint.
- The maintenance rate shall include for all labour, transport, tools, equipment and materials to perform the task.

5.6.3.22 Sundries: c) Track signs: Replacement
(SABS 1200 NB Clause 8.3.10 c)) Unit: No.

- The rate will include for the distribution on site and installation of the tack signs.
- The rate will include for the removal of previously installed signs and footings, as well as the disposal at a City of Cape Town or another landfill site.
- The installation rate shall include for all labour, transport, tools, equipment and materials (inclusive of concrete) to perform the task.
- Sign boards, poles, and fixings will be measured separately.
- All signposts will be erected on diameter 75 mm treated timber poles planted 600 mm deep with a concrete cover of 300mm.

5.6.3.23 Reinstate Level Crossing (SANS 1200 NB New Clause) Unit: No.

- The labour only rage will include for the distribution on site of supplied level crossing blocks and L-planks and new ballast, reinstatement of the level crossing, inclusive of the installation of the replacement of damaged level crossing blocks and L-planks.
- The reinstatement rate shall include for all labour, transport, tools, equipment to perform the task.
- The reinstatement of a level crossings rate shall include for:
 - the breaking up of the existing level crossing.
 - Hand screening of ballast and additional new ballast distribution and placement at the level crossing and the approaches.
 - Lifting and alignment of the rail track at the level crossing and the runouts, as well as the packing of ballast under the sleepers, using mechanical beaters.
 - Removal and cleaning of water-and-wind transported soil and rubbish from the level crossing, the approaches as well as the related drainage channels and pipes, inclusive of the disposal of the soils and rubbish off site at a nearby landfill site (all free haul with no overhaul) to suit.
 - The re-installation of the level crossing blocks and L-planks.
 - The reinstatement of the gravel and tarred surfaces.

5.6.3.24 Installation of bollards using second hard concrete sleepers.
(SANS 1200 NB Clause 8.3.10, New Sub-Clause) Unit: No.

- The rate shall include for the:
 - installation of bollards using second hard sleepers, excavation to a depth of 0.6m, including backfilling with in-situ soil material, compaction and levelling of any surplus excavated material on site.
 - Transportation of bollards to site from Atlantis railway siding.

5.6.3.25 Install half-round channels
(SANS 1200 NB Clause 8.3.10 Sundries, New Sub-Clause) Unit: No.

- The rate shall include for:
 - The rate shall cover all labour, transport, plant and tools as required.
 - The half round distribution on site, excavation, backfilling of sand bedding material, lining, interlocking of joints, hand compaction and levelling of any surplus excavated material on site.

5.6.3.26 Track Measurements (SANS 1200 NB New Clause):.....Unit: km

- The rate shall cover all labour, transport, plant and tools as required, inclusive of an appropriate and calibrated and in field tested rail gauge-and-cant measuring tool.
- The track measurements are to be performed by a competent and approved person, normally a qualified and experience Track Master.
- The track measurements will include the following
 - vertical track alignment
 - horizontal track alignment
 - Sleepers and sleeper fastenings in track
- The track measurements will be performed at
 - 10m intervals for horizontal alignment measurements.
 - 7m intervals for vertical alignment measurements.
 - per 50m lot for sleepers and sleeper fastenings.
- The measurements will be in accordance with the latest Manual for Track Maintenance, currently dated 2012. The measurements need to be submitted in MS Excel format and proposed forms is attached in the Appendices. Copies of the proposed form in MS Excel format will be provided to the successful contractor.
- The frequency and location of rail track measurements will be as instructed by the Engineer, on an as and when required basis.

5.6.3.27 Turnout measurements (SANS 1200 NB New Clause):.....Unit: No.

- The Unit is Inspection/Turnout (TO)
- The turnout measurements are to be performed by a competent and approved person, normally a qualified and experience track inspector.
- The measurements will be in accordance with the latest Manual for Track Maintenance, currently dated 2012. The measurements need to be submitted in MS Excel format and proposed forms is attached in the Appendices. Copies of the proposed form in MS Excel format will be provided to the successful contractor.
- The frequency of the turnout inspections shall be determined by the Engineer, as and when required.
- Turnout inspections would only be required on turnouts located in active rail track.

5.6.3.28 Patrolman track inspections (SANS 1200 NB New Clause):.....Unit: No.

- The Unit, Number, includes for one patrolman inspection of all rail track per Private Siding.
- The frequency of trackman inspections will be as instructed by the Engineer, but normally on a monthly basis per Private Siding.
- The patrolman's duty is to report and complete/update the following:
 - Any emergency affecting the safe passage of trains, inclusive of rail brakes, washaways, stolen infrastructure, cross slacks, or others.
 - Stolen infrastructure or malicious damage to infrastructure.
 - Any incident affecting the safety of any person on site.
 - Unauthorised access to the rail reserve, inclusive of loitering, land invasion.
- The patrolman is to report emergencies immediately to the Contractors responsible person as to enable immediate report to the Engineer so that remedial action can be taken to suit.

- An appropriate form needs to be used to record the patrolman's track inspections (see the Appendix containing a proposed form with the minimum required information that need to be recorded).
- Payment claims will only be considered with the handing in of the trackman's inspection reports to the Engineer.

5.6.3.29 Ballast (SANS 1200 NB Clause 8.3.3a) Unit: m³

- New ballast supply must comply with Transnet specification for the supply of ballast (S406).
- Second-hand ballast (recycled ballast) shall be allowed only with the approval of the Engineer. Recycled ballast may require cleaning and remediation in order to meet the contamination threshold levels that make it suitable for reuse and recycling, and to ensure compliance with the ballast specification.
- Ballast shall be delivered by cleaned road or rail trucks, free from rubbish and substances that can foul or contaminate the ballast.

5.6.3.30 Exothermic Welding Portion (SANS 1200 NB New Clause 8.3.1e) Unit: No

- The supply of exothermic welding portions for 40kg/m and 48kg/m rails shall comply with the requirements as recorded in the "Transnet, Track Welding Manual 2007, BBB8341, Version 4".

5.6.3.31 Level Crossing Blocks and L-planks (SANS 1200 NB New Clause).....Unit: No

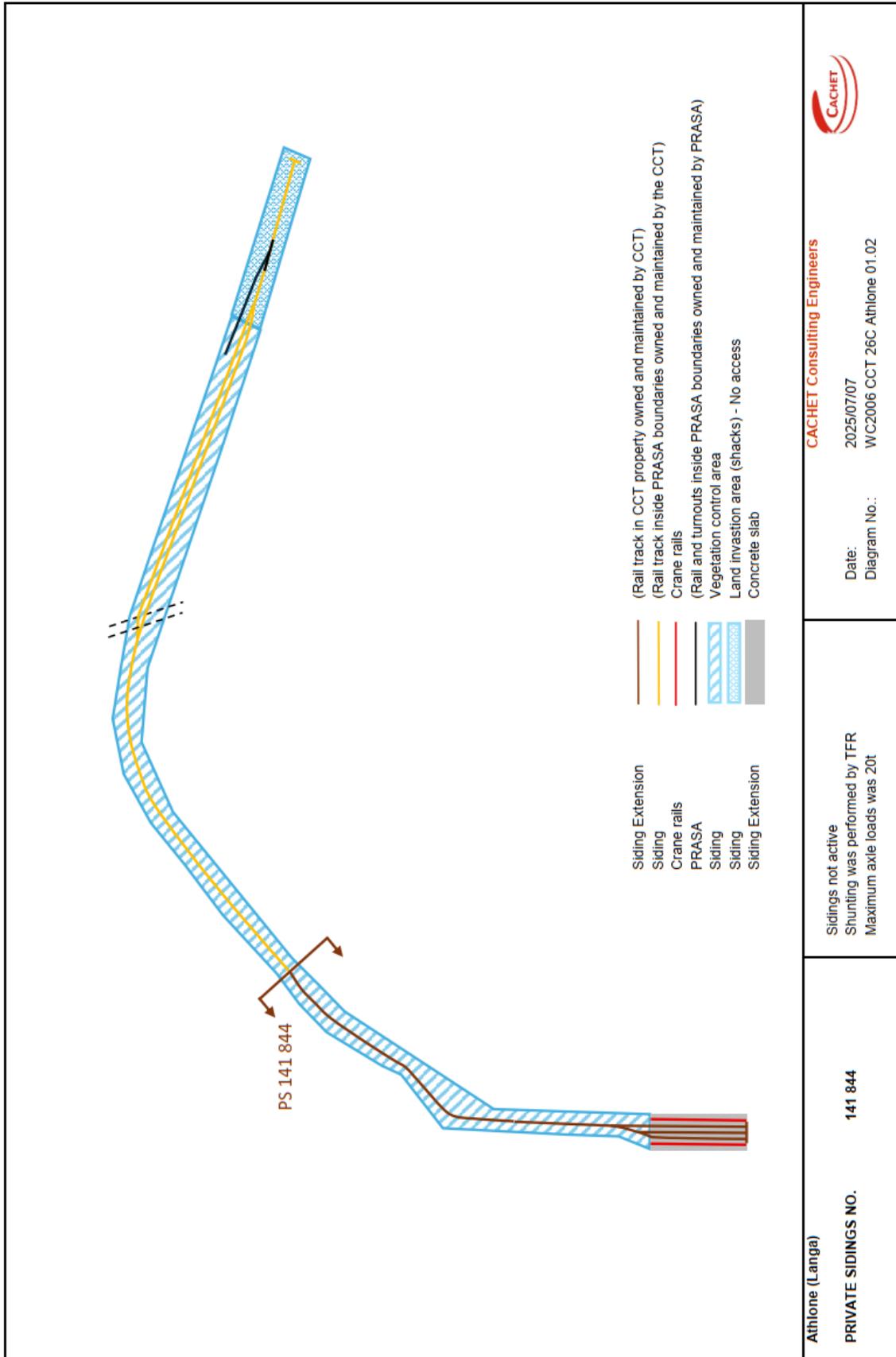
- The supply and delivery rate of level crossing blocks and L-planks will include for the stockpiling (or take delivery of and stockpile) and or storage.
- The rate will differentiate between the 650mm blocks and the 2m L-planks.
- Level crossing manufacturer must hold accredited product certification such as the relevant SANS standard and the product must be approved by Transnet.
- A level crossing consist normally of 24x 650mm blocks and 4x 2m L-planks.
-

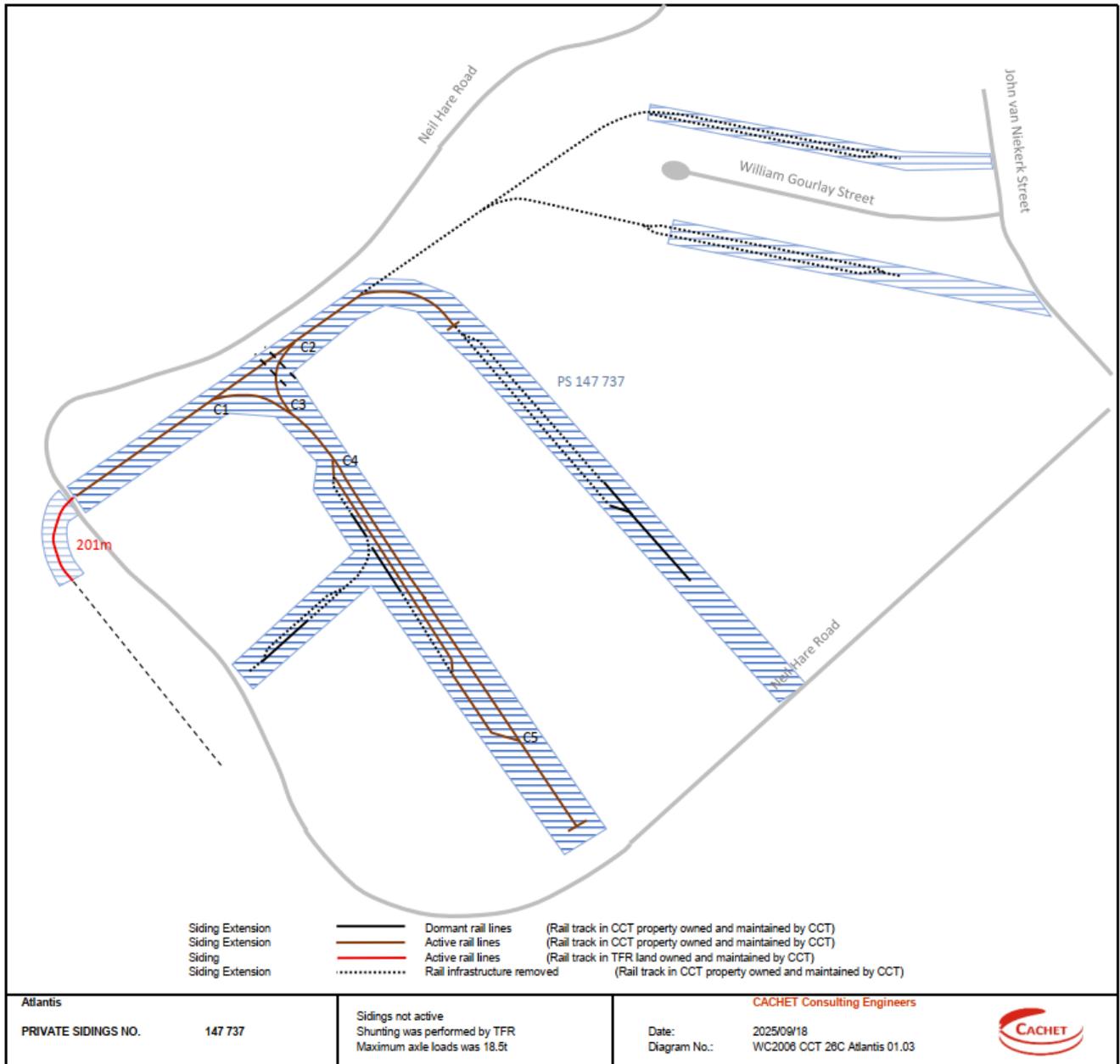
5.6.3.32 Half Round Channel (SANS 1200 NB Clause 8.3.1, New Sub-Clause).....Unit: No.

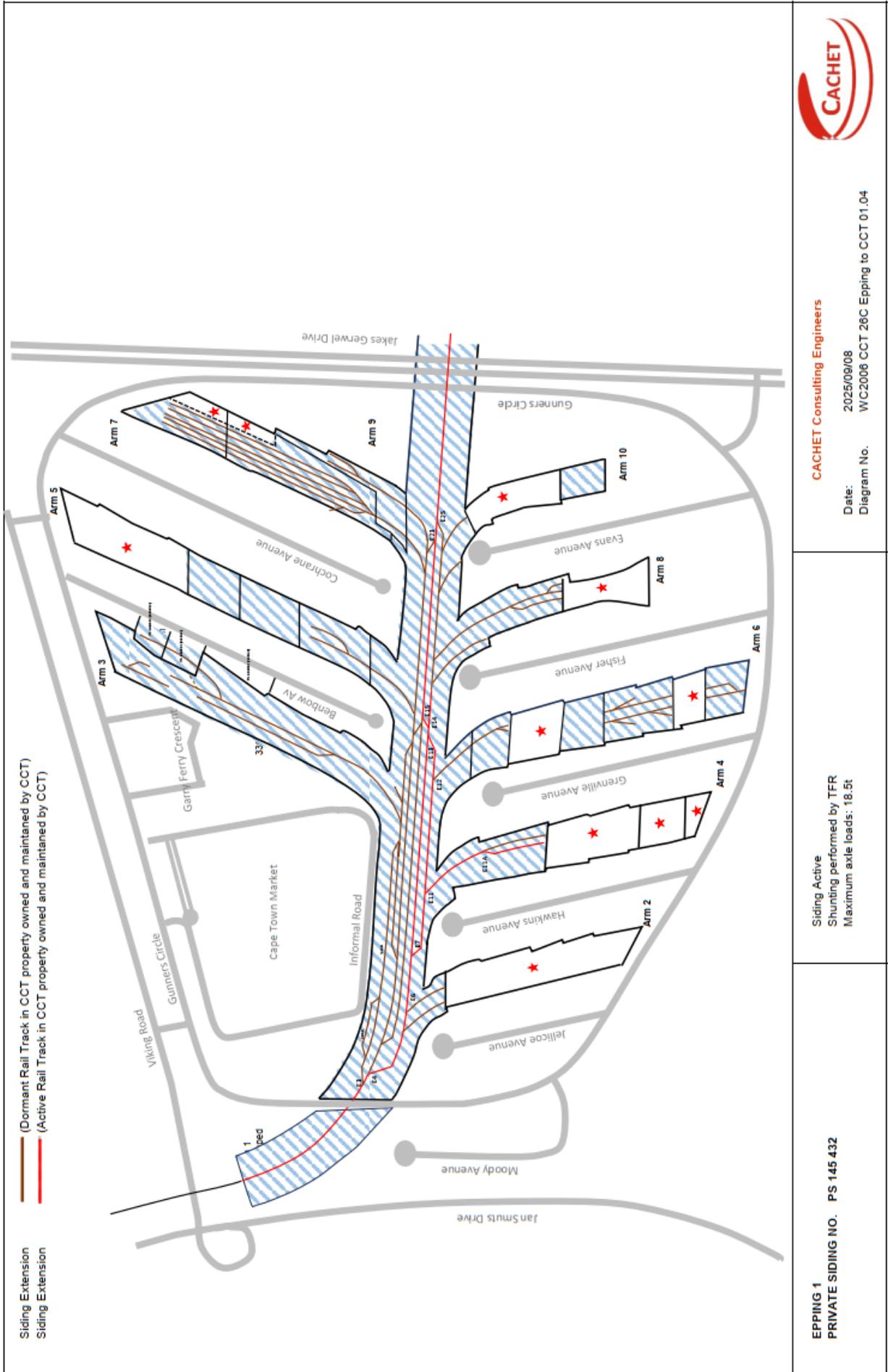
- Half round channels are used anywhere where there is excessive runoff water along the railway line.
- Half Round Channel manufacturer must hold accredited product certification such as the relevant SANS standard and Channel sizes must not be less that 450mm and 1.2m (width and length).

APPENDIX

VEGETATION CONTROL AREAS PER PRIVATE SIDING





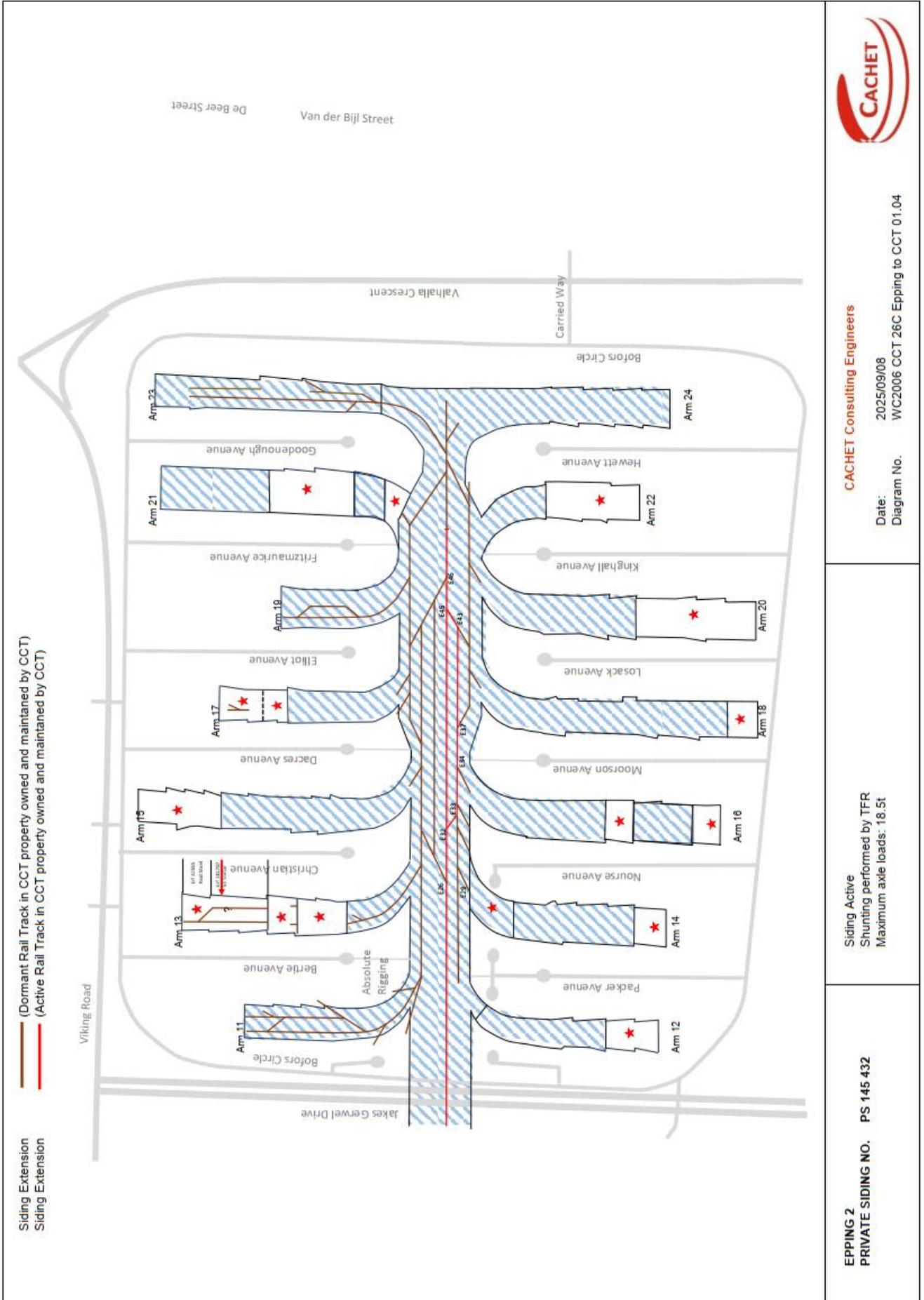


CACHET Consulting Engineers

Date: 2025/09/08
Diagram No. WC2006 CCT 26C Epping to CCT 01.04

Siding Active
Shunting performed by TFR
Maximum axle loads: 18.5t

EPPING 1
PRIVATE SIDING NO. PS 145 432

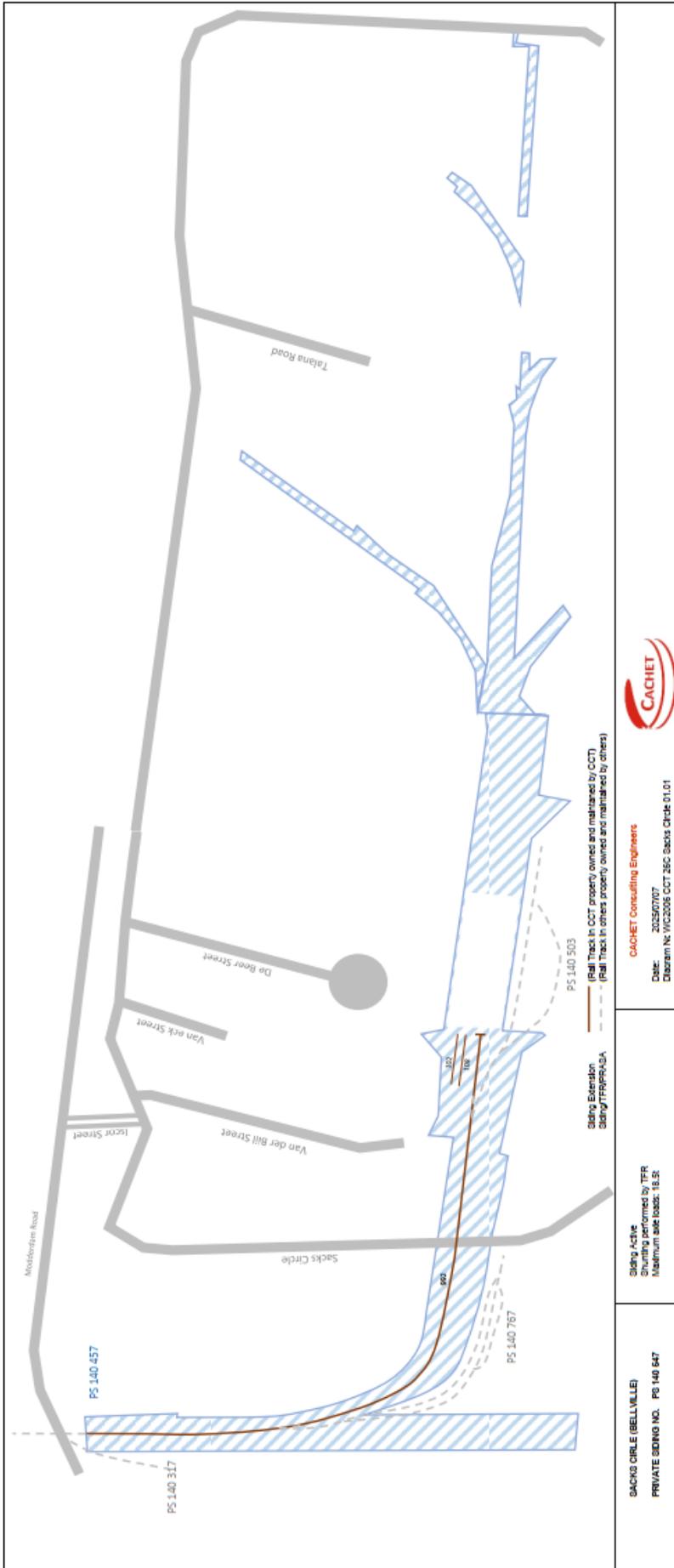


CACHET Consulting Engineers

Date: 2025/09/08
Diagram No. WC2006 CCT 26C Epping to CCT 01.04

Siding Active
Shunting performed by TFR
Maximum axle loads: 18.5t

EPPING 2
PRIVATE SIDING NO. PS 145 432



INSPECTION FORMS

TURNOUT INSPECTION FORM



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

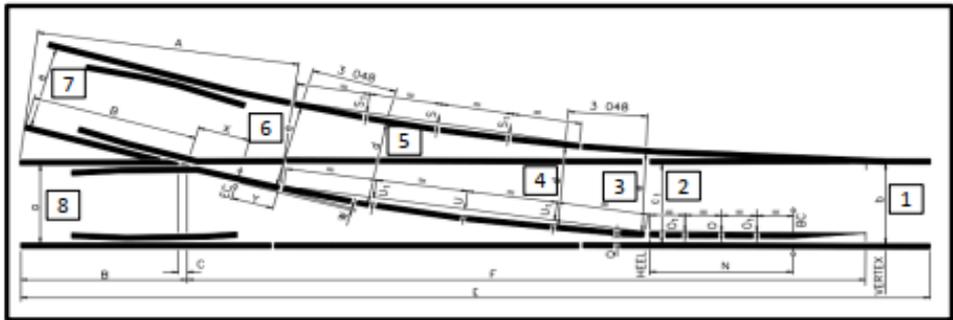
Private Siding Inspector Turnout No. Date

	Gauge		Cant	
	As build	Measured	As build	Measured
1	1073	<input type="text"/>	0	<input type="text"/>
2	1067	<input type="text"/>	0	<input type="text"/>
3	1070	<input type="text"/>	0	<input type="text"/>
4	1073	<input type="text"/>	0	<input type="text"/>
5	1073	<input type="text"/>	0	<input type="text"/>
6	1070	<input type="text"/>	0	<input type="text"/>
7	1070	<input type="text"/>	0	<input type="text"/>
8	1073	<input type="text"/>	0	<input type="text"/>

- Switch blade**
 Worn to knife edge (mm)
 Worn below stock rail > 1 000mm from tip (mm)
 Chipped length (mm)
 Chipped below stock rail (mm)
 Crown wear (mm)
 Black spots/shelling, mushrooming (y/n)
 Fit stock rail closely (y/n)
 Resting on slide chairs (y/n)
 Burrs/overlap (y/n)
 Slide chairs cleaned & black leaded over 1.25m (y/n)
 Lubricated (y/n)
Stock rail
 Side wear (y/n)
 Crown wear (mm)
Rail manufactured frogs
 Top wear (straight edge on wing rails 1m from nose) (mm)
 Wheel flange touching flangeway (y/n)
Heel bolts, bolts & cotter pins
 Present and tight (y/n)
 Greased (y/n)

Straight		TO direction	
<input type="text"/>	<input type="text"/>	> 1 000mm	replace stock and switch rail
<input type="text"/>	<input type="text"/>	> 15mm	replace stock and switch rail
<input type="text"/>	<input type="text"/>	> 25mm	replace stock and switch rail
<input type="text"/>	<input type="text"/>	> 15mm	replace stock and switch rail
<input type="text"/>	<input type="text"/>	> 10mm	replace stock and switch rail
<input type="text"/>	<input type="text"/>	y	replace stock and switch rail
<input type="text"/>	<input type="text"/>	n:	adjust or perform other remedial action
<input type="text"/>	<input type="text"/>	n:	adjust or perform other remedial action
<input type="text"/>	<input type="text"/>	y:	maintenance grinding to remove
<input type="text"/>	<input type="text"/>	n:	clean and black lead
<input type="text"/>	<input type="text"/>	n:	apply grease/graphite
<input type="text"/>	<input type="text"/>	y:	replace stock and switch rail
<input type="text"/>	<input type="text"/>	>10mm	replace stock and switch rail
<input type="text"/>	<input type="text"/>	>15mm	replace frog
<input type="text"/>	<input type="text"/>	y	replace frog
<input type="text"/>	<input type="text"/>	n:	replace, secure by tightening
<input type="text"/>	<input type="text"/>	n:	grease

TURNOUTS WITH SEMI-CURVED HINGED POINTS BLADES : LAYOUT



HORIZONTAL TRACK ALIGNMENT



Private Sliding:
Inspector:

Rail Track Leg:
Date:

Horizontal Alignment (Alignment 10m cords)

Lot No.:	From m	To m	H	Lot No.:	From m	To m	H	Lot No.:	From m	To m	H
1	0	10		13	600	610		25	1 200	1 210	
	10	20			610	620			1 210	1 220	
	20	30			620	630			1 220	1 230	
	30	40			630	640			1 230	1 240	
	40	50			640	650			1 240	1 250	
2	50	60		14	650	660		26	1 250	1 260	
	60	70			660	670			1 260	1 270	
	70	80			670	680			1 270	1 280	
	80	90			680	690			1 280	1 290	
	90	100			690	700			1 290	1 300	
3	100	110		15	700	710		27	1 300	1 310	
	110	120			710	720			1 310	1 320	
	120	130			720	730			1 320	1 330	
	130	140			730	740			1 330	1 340	
	140	150			740	750			1 340	1 350	
4	150	160		16	750	760		28	1 350	1 360	
	160	170			760	770			1 360	1 370	
	170	180			770	780			1 370	1 380	
	180	190			780	790			1 380	1 390	
	190	200			790	800			1 390	1 400	
5	200	210		17	800	810		29	1 400	1 410	
	210	220			810	820			1 410	1 420	
	220	230			820	830			1 420	1 430	
	230	240			830	840			1 430	1 440	
	240	250			840	850			1 440	1 450	
6	250	260		18	850	860		30	1 450	1 460	
	260	270			860	870			1 460	1 470	
	270	280			870	880			1 470	1 480	
	280	290			880	890			1 480	1 490	
	290	300			890	900			1 490	1 500	
7	300	310		19	900	910		31	1 500	1 510	
	310	320			910	920			1 510	1 520	
	320	330			920	930			1 520	1 530	
	330	340			930	940			1 530	1 540	
	340	350			940	950			1 540	1 550	
8	350	360		20	950	960		32	1 550	1 560	
	360	370			960	970			1 560	1 570	
	370	380			970	980			1 570	1 580	
	380	390			980	990			1 580	1 590	
	390	400			990	1 000			1 590	1 600	
9	400	410		21	1 000	1 010		33	1 600	1 610	
	410	420			1 010	1 020			1 610	1 620	
	420	430			1 020	1 030			1 620	1 630	
	430	440			1 030	1 040			1 630	1 640	
	440	450			1 040	1 050			1 640	1 650	
10	450	460		22	1 050	1 060		34	1 650	1 660	
	460	470			1 060	1 070			1 660	1 670	
	470	480			1 070	1 080			1 670	1 680	
	480	490			1 080	1 090			1 680	1 690	
	490	500			1 090	1 100			1 690	1 700	
11	500	510		23	1 100	1 110		35	1 700	1 710	
	510	520			1 110	1 120			1 710	1 720	
	520	530			1 120	1 130			1 720	1 730	
	530	540			1 130	1 140			1 730	1 740	
	540	550			1 140	1 150			1 740	1 750	
12	550	560		24	1 150	1 160		36	1 750	1 760	
	560	570			1 160	1 170			1 760	1 770	
	570	580			1 170	1 180			1 770	1 780	
	580	590			1 180	1 190			1 780	1 790	
	590	600			1 190	1 200			1 790	1 800	

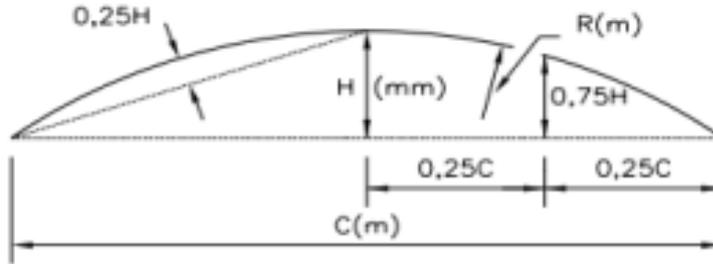
Straight Track
A Standard: 2.5 mm
B Standard: 10.0 mm
C Standard: 13.9 mm

Curved Track
A Standard: (5% x Mo) + 2.5mm
B Standard: (20% x Mo) + 2.5mm
C Standard: (30% x Mo) + 2.5mm
Note: Mo = H (see table attached)



CURVE OFFSETS

ANNEXURE 9
SHEET 1 of 4



$$H = \frac{125 \times C \times C}{R}$$

$$H = \frac{125C^2}{R}$$

REMARK: DIMENSION H TO NEAREST 5mm (USE FORMULA IF MORE ACCURACY IS REQUIRED.)

RADIUS (m)	MIDDLE OFFSETS H(mm)							
	CHORDS C(m)							
	6		10		20		12,192	
	H	0,75H	H	0,75H	H	0,75H	H	0,75H
50	90	70	250	190	1 000	750	370	280
55	80	60	230	170	910	680	340	255
60	75	55	210	155	835	625	310	230
70	65	50	180	135	715	535	265	200
80	55	40	155	115	625	470	230	175
90	50	40	140	105	555	415	205	155
100	45	35	125	95	500	375	185	140
110	40	30	115	85	455	340	170	125
120	40	30	105	80	415	315	155	115
130	35	25	95	70	385	290	145	105
140	30	25	90	65	355	270	135	100
150	30	25	85	65	335	250	125	95
175	25	20	70	55	285	215	105	80
200	25	15	65	45	250	190	95	70
225	20	15	55	40	220	165	85	60
250	20	15	50	40	200	150	75	55
275	15	10	45	35	180	135	70	50
300	15	10	40	30	165	125	60	45
350	15	10	35	25	145	105	55	40
400	10	10	30	25	125	95	45	35
450	10	10	30	20	110	85	40	30
500	10	5	25	20	100	75	40	30
600	10	5	20	15	85	65	30	25
700	5	5	20	15	70	55	30	20
800	5	5	15	10	65	45	25	15
900	5	5	15	10	55	40	20	15
1 000	5	5	15	10	50	40	20	15
1 200	5	5	10	10	40	30	15	10
1 500	5	0	10	5	35	25	10	10
2 000	0	0	5	5	25	20	10	5
3 000	0	0	5	5	15	15	5	5

BE 97-09 Sht 1 Version1

VERTICAL ALIGNMENT



Private Siding:
 Inspector:

Rail Track Leg:
 Date:

Vertical Alignment (Profile 7m cords)

Lot No.:	From m	To m	H	Lot No.:	From m	To m	H	Lot No.:	From m	To m	H
1	0	7		9	400	407		17	800	807	
	7	14			407	414			807	814	
	14	21			414	421			814	821	
	21	28			421	428			821	828	
	28	35			428	435			828	835	
	35	42			435	442			835	842	
	42	49			442	449			842	849	
2	50	57		10	450	457		18	850	857	
	57	64			457	464			857	864	
	64	71			464	471			864	871	
	71	78			471	478			871	878	
	78	85			478	485			878	885	
	85	92			485	492			885	892	
	92	99			492	499			892	899	
3	100	107		11	500	507		19	900	907	
	107	114			507	514			907	914	
	114	121			514	521			914	921	
	121	128			521	528			921	928	
	128	135			528	535			928	935	
	135	142			535	542			935	942	
	142	149			542	549			942	949	
4	150	157		12	550	557		20	950	957	
	157	164			557	564			957	964	
	164	171			564	571			964	971	
	171	178			571	578			971	978	
	178	185			578	585			978	985	
	185	192			585	592			985	992	
	192	199			592	599			992	999	
5	200	207		13	600	607		21	1 000	1 007	
	207	214			607	614			1 007	1 014	
	214	221			614	621			1 014	1 021	
	221	228			621	628			1 021	1 028	
	228	235			628	635			1 028	1 035	
	235	242			635	642			1 035	1 042	
	242	249			642	649			1 042	1 049	
6	250	257		14	650	657		22	1 050	1 057	
	257	264			657	664			1 057	1 064	
	264	271			664	671			1 064	1 071	
	271	278			671	678			1 071	1 078	
	278	285			678	685			1 078	1 085	
	285	292			685	692			1 085	1 092	
	292	299			692	699			1 092	1 099	
7	300	307		15	700	707		23	1 100	1 107	
	307	314			707	714			1 107	1 114	
	314	321			714	721			1 114	1 121	
	321	328			721	728			1 121	1 128	
	328	335			728	735			1 128	1 135	
	335	342			735	742			1 135	1 142	
	342	349			742	749			1 142	1 149	
8	350	357		16	750	757		24	1 150	1 157	
	357	364			757	764			1 157	1 164	
	364	371			764	771			1 164	1 171	
	371	378			771	778			1 171	1 178	
	378	385			778	785			1 178	1 185	
	385	392			785	792			1 185	1 192	
	392	399			792	799			1 192	1 199	

Straight Track
 A Standard: 3.5 mm
 B Standard: 14.0 mm
 C Standard: 19.4 mm



SLEEPER FASTENINGS



Private Bliding:
 Inspector:

Rail Track Leg:
 Date:

Sleeper Fastenings (per lot/oncecutive - worst per lot)

Lot No.:	From m	To m	M (per lot)	N (cosecutive)	Lot No.:	From m	To m	M (per lot)	N (cosecutive)
1	0	50			57	2 800	2 850		
2	50	100			58	2 850	2 900		
3	100	150			59	2 900	2 950		
4	150	200			60	2 950	3 000		
5	200	250			61	3 000	3 050		
6	250	300			62	3 050	3 100		
7	300	350			63	3 100	3 150		
8	350	400			64	3 150	3 200		
9	400	450			65	3 200	3 250		
10	450	500			66	3 250	3 300		
11	500	550			67	3 300	3 350		
12	550	600			68	3 350	3 400		
13	600	650			69	3 400	3 450		
14	650	700			70	3 450	3 500		
15	700	750			71	3 500	3 550		
16	750	800			72	3 550	3 600		
17	800	850			73	3 600	3 650		
18	850	900			74	3 650	3 700		
19	900	950			75	3 700	3 750		
20	950	1 000			76	3 750	3 800		
21	1 000	1 050			77	3 800	3 850		
22	1 050	1 100			78	3 850	3 900		
23	1 100	1 150			79	3 900	3 950		
24	1 150	1 200			80	3 950	4 000		
25	1 200	1 250			81	4 000	4 050		
26	1 250	1 300			82	4 050	4 100		
27	1 300	1 350			83	4 100	4 150		
28	1 350	1 400			84	4 150	4 200		
29	1 400	1 450			85	4 200	4 250		
30	1 450	1 500			86	4 250	4 300		
31	1 500	1 550			87	4 300	4 350		
32	1 550	1 600			88	4 350	4 400		
33	1 600	1 650			89	4 400	4 450		
34	1 650	1 700			90	4 450	4 500		
35	1 700	1 750			91	4 500	4 550		
36	1 750	1 800			92	4 550	4 600		
37	1 800	1 850			93	4 600	4 650		
38	1 850	1 900			94	4 650	4 700		
39	1 900	1 950			95	4 700	4 750		
40	1 950	2 000			96	4 750	4 800		
41	2 000	2 050			97	4 800	4 850		
42	2 050	2 100			98	4 850	4 900		
43	2 100	2 150			99	4 900	4 950		
44	2 150	2 200			100	4 950	5 000		
45	2 200	2 250			101	5 000	5 050		
46	2 250	2 300			102	5 050	5 100		
47	2 300	2 350			103	5 100	5 150		
48	2 350	2 400			104	5 150	5 200		
49	2 400	2 450			105	5 200	5 250		
50	2 450	2 500			106	5 250	5 300		
51	2 500	2 550			107	5 300	5 350		
52	2 550	2 600			108	5 350	5 400		
53	2 600	2 650			109	5 400	5 450		
54	2 650	2 700			110	5 450	5 500		
55	2 700	2 750			111	5 500	5 550		
56	2 750	2 800			112	5 550	5 600		

Sleeper Fastenings	M (per lot)	N (oncecutive)
A Standard:	0	0
B Standard:	4	2
C Standard:	8	3



SLEEPERS IN TRACK



Private Sliding:
 Inspector:
 Sleeper spacing:

Rail Track Leg:
 Date:

Sleeper in track (No. per lot)

Lot No.:	From m	To m	No.	Deviation	Lot No.:	From m	To m	No.	Deviation
1	0	50			57	2 800	2 850		
2	50	100			58	2 850	2 900		
3	100	150			59	2 900	2 950		
4	150	200			60	2 950	3 000		
5	200	250			61	3 000	3 050		
6	250	300			62	3 050	3 100		
7	300	350			63	3 100	3 150		
8	350	400			64	3 150	3 200		
9	400	450			65	3 200	3 250		
10	450	500			66	3 250	3 300		
11	500	550			67	3 300	3 350		
12	550	600			68	3 350	3 400		
13	600	650			69	3 400	3 450		
14	650	700			70	3 450	3 500		
15	700	750			71	3 500	3 550		
16	750	800			72	3 550	3 600		
17	800	850			73	3 600	3 650		
18	850	900			74	3 650	3 700		
19	900	950			75	3 700	3 750		
20	950	1 000			76	3 750	3 800		
21	1 000	1 050			77	3 800	3 850		
22	1 050	1 100			78	3 850	3 900		
23	1 100	1 150			79	3 900	3 950		
24	1 150	1 200			80	3 950	4 000		
25	1 200	1 250			81	4 000	4 050		
26	1 250	1 300			82	4 050	4 100		
27	1 300	1 350			83	4 100	4 150		
28	1 350	1 400			84	4 150	4 200		
29	1 400	1 450			85	4 200	4 250		
30	1 450	1 500			86	4 250	4 300		
31	1 500	1 550			87	4 300	4 350		
32	1 550	1 600			88	4 350	4 400		
33	1 600	1 650			89	4 400	4 450		
34	1 650	1 700			90	4 450	4 500		
35	1 700	1 750			91	4 500	4 550		
36	1 750	1 800			92	4 550	4 600		
37	1 800	1 850			93	4 600	4 650		
38	1 850	1 900			94	4 650	4 700		
39	1 900	1 950			95	4 700	4 750		
40	1 950	2 000			96	4 750	4 800		
41	2 000	2 050			97	4 800	4 850		
42	2 050	2 100			98	4 850	4 900		
43	2 100	2 150			99	4 900	4 950		
44	2 150	2 200			100	4 950	5 000		
45	2 200	2 250			101	5 000	5 050		
46	2 250	2 300			102	5 050	5 100		
47	2 300	2 350			103	5 100	5 150		
48	2 350	2 400			104	5 150	5 200		
49	2 400	2 450			105	5 200	5 250		
50	2 450	2 500			106	5 250	5 300		
51	2 500	2 550			107	5 300	5 350		
52	2 550	2 600			108	5 350	5 400		
53	2 600	2 650			109	5 400	5 450		
54	2 650	2 700			110	5 450	5 500		
55	2 700	2 750			111	5 500	5 550		
56	2 750	2 800			112	5 550	5 600		

Sleeper No. per 50m lot	Insufficient	Too Many
A Standard:	0	0
B Standard:	-2	4
C Standard:	-4	8

Required Sleepers per lot
700mm spacing
71





Patrolman Inspection Report

Name of PS:	Date:
Time Started:	Time Stop:
Name Patrolman:	Name Supervisor:

Lot No	From m	To m	Sleeper Fastenings Missing	Sleepers Broken	Joint Bolts Missing	Joint Plates Missing	Slack in Track	Mud hole in Track	Alignment in track	Ballast washaway	Grass on track
1	0	50									
2	50	100									
3	100	150									
4	150	200									
5	200	250									
6	250	300									
7	300	350									
8	350	400									
9	400	450									
10	450	500									
11	500	550									
12	550	600									
13	600	650									
14	650	700									
15	700	750									
16	750	800									
17	800	850									
18	850	900									
19	900	950									
20	950	1 000									
21	1 000	1 050									
22	1 050	1 100									
23	1 100	1 150									
24	1 150	1 200									
25	1 200	1 250									
26	1 250	1 300									
27	1 300	1 350									
28	1 350	1 400									
29	1 400	1 450									
30	1 450	1 500									
31	1 500	1 550									
32	1 550	1 600									
33	1 600	1 650									
34	1 650	1 700									
35	1 700	1 750									
36	1 750	1 800									
37	1 800	1 850									
38	1 850	1 900									
39	1 900	1 950									
40	1 950	2 000									
41	2 000	2 050									
42	2 050	2 100									
43	2 100	2 150									
44	2 150	2 200									
45	2 200	2 250									
46	2 250	2 300									
47	2 300	2 350									
48	2 350	2 400									
49	2 400	2 450									
50	2 450	2 500									
51	2 500	2 550									
52	2 550	2 600									
53	2 600	2 650									
54	2 650	2 700									
55	2 700	2 750									
56	2 750	2 800									

1. ENVIRONMENTAL SPECIFICATIONS

1.1. Site Camp Establishment

The establishment of a site camp will not be required, due to this project having multiple locations where the proposed work has to be undertaken. The truck used to transport workers also serves as the site camp.

The site camp will be demarcated as the site truck used to transport workers. The site camp truck will be parked outside of environmental sensitive areas.

1.2. Demarcation of Eating Areas

Eating areas shall be restricted to the site camp. If employees are to eat elsewhere on the site, the contractors shall, in consultation with the ECO, designate places for eating in the working areas, and shall provide adequate water for washing, toilets and refuse bins at all these places, which should be cleaned on a daily basis. It is to be noted that bins must be wind, scavenger and weatherproof, i.e. fitted with closed lids.

1.3. Environmental Education

According to the National Environmental Management Act (107 of 1998), any costs incurred to remedy environmental damage shall be borne by the person responsible for that damage. It is therefore critical that the contractor reads and understands the requirements of this document and any succeeding documents pertaining to environmental requirements before the proposed works commence.

Reasonable measures include informing and educating employees about the environmental risks of their work and training them to operate in an environmentally acceptable manner. Training is fundamental to the successful implementation of the EMP. All personnel whose work may result in an impact on the environment must receive appropriate training in the environmental procedures to be followed. In this regard, the following must be fulfilled:

- Contractors shall make allowance for site staff to attend an initial environmental awareness training session of approximately one hour. In addition, contractors shall ensure that all new staff attend an environmental awareness training session within five working days of commencement of work on site.
- All personnel involved in day-to-day activities that could have an impact on the environment must be given on-the-job training in the procedures to be followed. Contractors must ensure that this is done

and seek the support of the ECO where the contractor and his or her staff are not familiar with the procedures to be followed.

- Contractors shall keep a register of all personnel attending the environmental awareness training sessions and the on-the-job training detailed above and copy this to the ECO.
- All new staff that commences with work during the course of the contract must attend the training session conducted by the ECO.
- All staff must be trained in emergency response procedures through the conducting of dry runs of emergency situations. Records of emergency response training must be maintained and must include an attendance list for each training session. These records must be made available for audit purposes; and
- Environmental awareness documents to be made available by the ECO are to be included in the environmental file on site. Environmental do's and don'ts must be clearly illustrated. The document shall use pictures to convey the intended message and any explanatory text will be in English.

1.4. Defining no-go and working areas

It is important that activities are conducted within the development footprint to facilitate control and to avoid impacts to residential areas adjacent to the project area. Areas outside of the current working footprint must be demarcated as 'no-go' areas, Working areas are defined as those areas required by the Contractor to undertake the development. The Contractor shall ensure that all machinery, labour and materials remain within the boundaries of the working areas. Access must be restricted to development footprints only, with no disturbance of areas outside the development footprints allowed.

Lay down and rest areas shall also form part of the working area and shall be indicated by the ECO.

The following areas shall be considered as no-go areas:

- All areas outside the perimeter of the site; and
- Areas defined as "no go".

No areas outside the working areas may be cleared, damaged or leveled.

1.5. Working Hours

The Contractor may only work during normal working hours (07h00 to 18h00 on weekdays and 08h00 to 13h00 on Saturdays). If the Contractor needs to work outside of working hours as stipulated in the appropriate legislation, the ECO and the PE are to be notified in advance.

NOTE that written approval from the Local Authority needs to be obtained for any work that is to be undertaken outside of normal working hours.

1.6. Soil Erosion

This aspect may not be applicable to this project, as works will only be undertaken on the railway line. However, where works may contribute to soil erosion, a method statement may be requested by the ECO.

1.7. Batching and Mixing Areas

This aspect may not be applicable to this project, because the repair and maintenance of the railway line would not require the use of cement. Where cement may be utilised, the following applies:

Cement powder has a high pH. Spillage of dry cement powder and concrete slurry will affect both soil and water pH adversely. Careless handling of cement products resulting in spillage could have serious detrimental effects on the surrounding environment. The following mitigation measures are to be implemented in order to minimise environmental impacts:

Responsibly used ready-mix concrete and cement is preferred to site batched mixes.

- Cement contaminated equipment is to be washed so that contaminated water does not enter the stormwater system or groundwater. Contaminated water must either be removed from site or, with the approval of the ECO and the Local Authority, be disposed of into the local sewage system. Where possible, contaminated water should be recycled back into the batching process.
- Cement must be mixed on mixing trays that prevent runoff and spillage. No mixing will be allowed directly on the ground's surface.
- Locations for mixing areas in the site camp are to be approved by the PE and the ECO.
- Used cement bags are to be stored in a wind and rainproof container for immediate disposal. Used bags are to be removed from site on a regular basis and under no circumstances burned as a method of disposal.
- Excess of spilled cement and concrete are to be removed and disposed of at an approved municipal waste site at the end of each day; and
- Contaminated soil resulting from a cement or concrete spill is to be removed or rehabilitated at the cost of the Contractor and to the satisfaction of the PE and the ECO.

1.8. Equipment Servicing and Cleaning

All vehicles and equipment must be maintained in a good condition in order to minimise the risk of leakage and possible contamination of the soil, groundwater, surface water and for stormwater by fuels, oils and hydraulic fluids. Drips trays are to be used during the servicing of vehicles.

Vehicles, cement mixers and other equipment that would be cleaned should be serviced and cleaned off site and are not to be stored on site overnight as far as possible.

Wastewater from washing facilities shall be discharged into the existing sewage system or removed from the site by the contractor or by other means, should the existing services be unavailable. Such alternative means shall be submitted to the ECO for approval.

1.9. Fuel and Hazardous Materials Storage

Contractors shall identify fuels and hazardous substances and shall ensure that they know the effects of these substances on their staff and the environment. A copy of a fuels and hazardous substance inventory shall be supplied to the ECO by the contractors.

Contractors shall ensure that the quantities of fuels and chemicals on site are appropriate to the requirements and are stored and handled so as to avoid the risk of spillage. All fuels, oils and chemicals shall be confined to specific and secured area, approved by the ECO. Gas and fuel should not be stored in the same area, and any generators used on the site should also be placed on a bunded surface.

In the event that fuels, oils and other hazardous fluids are to be stored on site and approval of fuel storage must be given by the ECO and Project Manager/Engineer (refer to the SABS bulk and small volume fuel storage guidelines as available from the local Fire Fighting Authorities).

In addition, the following must be implemented:

- All fuel stores must be equipped with a fire extinguisher.
- No vehicle servicing may take place on the site.
- A suitable leak proof container is to be used for the storage of oiled equipment. This container is to be removed from site and the contents disposed of at an approved waste site as required.
- Fuels and oils must be stored in tanks or drums with lids that remain firmly shut and shielded from the elements. These tanks and/or drums must have a 110% capacity to contain the substances. Safety and fire prevention precautions must be strictly adhered to (ref SABS fuel storage standards); A suitable spill kit must be kept on site at all times.
- All fuel, oil or hydraulic fluid spills are to be reported to the PM and ECO immediately so that appropriate clean-up measures can be implemented. The following shall apply:
 - All contaminated material shall be removed and be placed in containers.
Contaminated material can be taken to one central point where bioremediation can be done; and
 - Smaller spills can be treated on site.

A specialist Contractor shall be used for the bio-remediation of contaminated soil where the required remediation material is not available on site.

1.10. Solid Waste Management

The Contractor is responsible for the establishment of a waste control system that is acceptable to the PE and the ECO. Since the activity entails maintenance of railway sides at several sites in the City of Cape Town, the amount of waste produced is not expected to be of high quantities. As such, one waste bin is required on site at all times. For the purposes of this EMP, waste includes all debris, refuse, hazardous waste and construction litter.

Should activities on site produce different categories and amounts of waste, a method statement will be required from the contractor describing how waste will be separated per category and disposed of.

The general cleanliness of the site shall form part of the site inspections undertaken by the ECO: it is understood that litter clearing along railway lines shall be undertaken every three months as per the contract. The following is an indication of how waste is to be separated and managed where applicable:

1.11. General refuse

Refuse collected from the working areas must be stored in a water- and animal- proof enclosure. Refuse is to be removed from the site camp at least once a week by the Contractor or an appointed refuse removal agent (or approved local waste removal system). Refuse must be disposed of at an approved waste disposal site.

The Contractor will ensure that waste and surplus food, food packaging and other waste is not deposited by employees anywhere on the site except in refuse bins for removal on a daily basis by the Contractor to the central point in the site camp. Refuse bins shall be watertight, windproof and scavenger-proof, and shall be placed at regular intervals throughout the site. The ECO will approve the design of the bins. Refuse collected from the site shall be stored in an appropriate closed and weatherproof container and removed once a week.

1.12. Hazardous waste

Petroleum, chemical, harmful and hazardous waste are to be stored in an enclosed and bunded area. The location of such bund sites is to be approved by the PE and the ECO. This waste will be disposed of at a hazardous waste disposal site as approved by the Local Authority. Storage and disposal etc. are also controlled through other relevant legislation that must be complied with e.g. the Occupational Health & Safety Act.

1.13. Water Pollution Prevention and Management

All fuel, oil or hydraulic fluid spills are to be reported to the PE and ECO forthwith so that appropriate clean-up measures can be implemented. The Contractor shall keep the necessary materials and equipment on site to deal with ground spills of any of the materials used or stored on site. Sufficient quantities of suitable hydrocarbon absorbent or remediation materials must be present on site at all times. Absorbent "spill-mop-up" products need to be on hand Enretech, Spilsorb or Drizit type products or similar and should be investigated for these purposes.

The Contractor shall prevent pollution of surface or underground water and shall comply with any national, provincial and local legislation regarding the prevention of water pollution. The Contractor must ensure that all reasonable precautions are taken to prevent the pollution of the ground and water resources as a result of site activities.

The Contractor shall keep the necessary materials and equipment on site to deal with ground and water spills of any of the materials used or stored on site.

The Contractor shall ensure that no oil, petrol, diesel, etc is discharged onto the ground. Pumps and other machinery requiring oil, diesel, etc shall be placed on drip trays that have end caps. The drip trays shall be emptied regularly, and the contaminated water disposed of off-site at a facility capable of handling such wastewater. Drip trays shall be cleaned before any possible rain events that may result in the drip trays overflowing, and before long weekends and holidays.

Stormwater and/or groundwater may accumulate on site during the construction period and there is the potential for this water to be contaminated as a result of construction procedures. The Contractor shall ensure that this water does not become contaminated.

Contaminated water (e.g. cement washings, wastewater from ablution or kitchen facilities etc) shall be collected in a conservancy tank, removed from the site and disposed of in a manner approved by the ECO.

1.14. Ablution Facilities

The Contractor shall provide the necessary ablution facilities for all his personnel. A minimum of one toilet per 15 persons shall be provided. Toilets shall be easily accessible. The mobile toilet shall be secured to prevent them from blowing over and shall be provided with an external closing mechanism to prevent toilet paper from being blown out. Toilet paper shall be provided in all toilets. Toilets shall be cleaned and serviced regularly by a reputable toilet servicing company appointed by the Contractor. Toilets shall be emptied before long weekends and bullders' holidays. Toilets shall be locked after working hours.

The Contractor shall ensure that chemicals and/or waste from toilet-cleaning operations are not spilled on the ground at any time. All spills shall be cleared up immediately. Using any other space or area other than the ablution facilities provided shall not be permitted. Use of other areas within the site for ablution purposes and/or disposal of chemicals and/or waste, may result in the Contractor being given a spot fine (by the ECO). The Contractor shall also be responsible for cleaning up any waste deposited by his personnel.

No pit latrines shall be used.

1.15. Water Resource Management

Water is a scarce resource in South Africa and therefore water shall be conserved wherever possible. The Contractor shall not wastewater (e.g. water areas excessively etc).

The Contractor shall provide all drinking water and water to undertake works, shall not be used unnecessarily.

1.16. Noise Control

Noise generation when works are undertaken could create disturbance and a nuisance for people working, resident in and commuting through the area. Confractors shall thus resfrict working hours for construction activities to:

- 07h00-18h00 on weekdays (excluding public holidays); and
- 08h00-13h00 on Saturdays (excluding public holidays).

However, any deviation from the working hours needs to be pre-approved by the relevant Local Municipality in consultation with the ECO. If contractors wish to work outside of these hours, this must be with the agreement of the PE, ECO and the building regulations. The ECO is, however, to be fully informed of any complaints received regarding noise levels during the construction period.

All equipment should be muffled where possible. The noise level is not to exceed 85dB.

1.17. Light Control

Any lighting (e.g. security lighting) on the site is to be placed in such a way so as not to cause a nuisance to residents of the area. Downlighting should be utilised in this instance so as to not cause unnecessary nuisances to the residents of the area.

1.18. Fire Prevention

No fires will be allowed on the site.

Fires for heating, cooking or disposal of any material will not be permitted. Heating and cooking will only be allowed on a gas cooker within a designated area of the site camp. Suitable firefighting equipment must be readily available. Welding, gas cutting, cutting of metal and heat curing will be permitted within specifically designated and adequately marked areas on the site. These areas, as well as where on-site welding, gas cutting or cutting of metal is unavoidable, must have the approval of the PE and the ECO. These sites are to be approved by the PE and the ECO, All "hot" work areas must have an operational fire extinguisher readily at hand. Track Welding must be performed by qualified Track Welders/Helpers according to specific welding Processes, Rules and Procedures.

The use of open flames on site is prohibited unless it is used within the demarcated work site and authorisation has been obtained from the PE and the ECO. If the use of open flames is required outside the demarcated work site, authorization must first be sought from the PE and the ECO and should be accompanied by a methods statement detailing the safety measures to be followed according to health and safety standards.

The Contractor will be liable for all costs incurred by organisations called to extinguish any fires started by any person(s) under their control. In such an event, the Contractor will be liable for all costs incurred to remediate burnt areas on the site and areas to which the fire has spread.

The Contractor must ensure that the contact details of the nearest Fire Department are available on site (together with other emergency services) and that all persons involved with the project know the location of these numbers on site.

1.19. Security

While this section of the EMP may not be relevant in its entirety, it is documented as this is a document that is to allow flexibility for future activities that may involve more site works than is currently undertaken.

Although largely an operational issue, security of the site will need to be maintained. The Contractor will be responsible for the security of its personnel, construction camps (if required) and equipment. No personnel will be permitted to live on the site. Security personnel present after hours must be provided with the necessary cooking, heating and ablution facilities. No fires are allowed at any time in or near the site camp. Security lighting should not result in a nuisance for neighbouring properties.

1.20. Surrounding Land Use

Cognisance must be taken of the proximity of residential areas. General disturbance should be kept to a minimum.

1.21. Flora and fauna

It should be noted that the notes below may only be applicable to certain sites where works will be undertaken.

Any conservation-worthy species of plants or animals identified on the site by the ECO must be removed from the site prior to the implementation of works. It must, however, be noted that the works will largely be undertaken in the railway reserve which has already been disturbed. Killing, feeding, catching and removal of fauna and flora by construction personnel is prohibited. All vegetation removal is prohibited within the site area and outside of the site area.

Catching of wild animals (including reptiles, amphibians, birds and invertebrates, etc.) by any means, including setting of snares, poisoning, shooting and trapping is illegal. All incidents of harm to any animal must be reported to the ECO. The Contractor is to report any problem animals (e.g. a snake that will not move off-site on its own) or slow-moving animals such as tortoises to the ECO who will organise for their relocation by a relevant expert.

All construction related activities must remain within the demarked working areas or within the City of Cape Town railway reserve.

1.22. Method Statements

Contractors shall provide Method Statements for approval by the ECO. This is to be undertaken prior to the commencement of work on aspects of the project deemed or identified to be of potential risk to the environment, when called upon by the ECO. Construction activities which will need a Method Statement would include, but would not be limited to:

- Contractors camp establishment including bulk storage, toilet facilities and waste management.
- Methodology for the investigative work required.
- Methodology of repair and maintenance work required for the railway lines.
- Cement and concrete handling; and
- Water management and pollution prevention.

Method Statement is a dynamic document that allows for modifications to be negotiated between the Contractors and the ECO, as circumstances dictate. All Method Statements will form part of the EMPr documentation and are subject to all terms and conditions contained in the EMPr. All Method Statements must be submitted and approved five days prior to the commencement of any activities taking place.

Note that a Method Statement is a point of departure for understanding the nature of the intended actions to be carried out and allows for all parties to review and understand the procedures to be followed in order to minimise the risk of harm to the environment. Changes to, and adaptations of, Method Statements can be implemented with the prior consent of all parties.

A Method Statement describes the scope of the intended work in a step-by-step description in order for the PE and ECO to understand the Contractors intentions. This will enable them to assist in devising any mitigation measures, which would minimise environmental impact during these tasks. For instance, where it is requested that a Contractor submit a Method Statement to the satisfaction of the PE and ECO, the format should clearly indicate the following:

- What - a brief description of the work to be undertaken
- How - a detailed description of the process of work, methods and materials.
- Where - a description/sketch map of the locality of work (if applicable); and
- When - the sequencing of actions with due commencement dates and completion date estimates.

All Method Statements are to be to the satisfaction of the ECO.

1.23. Site Clean up and rehabilitation

1.23.1 Site Clean Up

The Contractor shall ensure that all temporary structures, equipment, materials, wastes and facilities used are removed after work is undertaken in each site. Once the contract ends, the site clean-up must be to the satisfaction of the ECO. A closure inspection is to be undertaken.

A site closure checklist will only be given once site has been closed.

1.23.2 Rehabilitation

In the event of damage occurring to the environment due to the irresponsible actions of the Contractor, (including non-compliance with the EMP), rehabilitation may be required as decided on by the ECO and the PE in consultation. The completed rehabilitation is to be to the satisfaction of the ECO.

The cost of such rehabilitation will be for the Contractor's account and no extension of time will be granted.

1.24. Site Inspections

A site inspection programme will be implemented and will comprise:

- Visual inspections of the site activities by the ECO, monthly, unless otherwise requested. Where a particular aspect requires more detailed monitoring, more frequent inspections will be undertaken.
- Review of records and documentation to reconcile these with the construction programme.
- The ECO s expected to keep photographic records of construction activities.
- + Issue non-conformance report and penalties for non-compliance depending on the severity of the contravention as determined in Table 5-1 (individual) and Table 5-1 {company}.

Records shall be maintained during the inspection period to enable compliance with the EMPr specifications to be demonstrated. These will typically comprise a daily log of activities that record waste management (documentary proof of type, volume, disposal and transport), fuels and chemicals management (deliveries, spills stc.) and other environmental issues such as adverse weather (wind, rain) and surface water runoff. Once again, the latter statement may not be relevant, but it will be at the requested of the ECO if desmed necessary.

All monthly monitoring reports compiled by the ECO must be circulated to the project team. The ECO is expected to keep photographic records of construction activities.

1.25. Penalties and Bonuses

1.25.1 Individual Transgressions

Non-compliance with the conditions of the EMPr will constitute a breach of Contract. The ECO can impose spot fines on the Contractor for any contraventions of the EMPr. By imposing spot fines on individuals guilty of contravening the EMP, the ECO will be able to ensure that the requirements of the EMPr are taken seriously not only by the management personnel on-site, but also by other site staff. Below are ranges of spot fines for different contraventions of the EMPr.

The ECO should use these as a guide and use his/her own judgement in determining the issues of non-compliance and the severity of the contravention and thus the value of the spot fine:

Table 5.1: Individual Transgressions

Item No	Types of non-compliance	Penalty Amount
1	An individual entering the defined No-go boundaries of the site	R150 -- 500
2	An individual driving a vehicle into the defined No Go boundaries of the site	R300 – R1 500
3	An individual driving any earthmoving plant into the defined No-go boundaries of the site	R500 – R3 000
4	A plant operator ignoring a verbal warning to have an oil leak from machinery repaired	R500 – R1 000
5	An individual littering on site	R50 - R300
6	An individual not making use of the ablution facilities	R50 -- R200
7	An individual spilling fuels (non-use of funnels/pumps etc.)	R100 -- R500
8	8 An individual eating outside of the defined eating area	R50 - R200
9	Smoking on site other than in the designated site camp	R50 -- R200

For each subsequent similar offence committed by the same individual, the fine should be doubled in value to & maximum value of R5 000. The ECO will not collect the fines from individuals, but will rather inform the Contractor of the contravention, the individual's identity and the amount of the fine. The fine will be deducted from the Contractor's monthly payment certificate or the PE will issue a variation order, to the value of the fine, for the Contractor to undertake activities that would in some way enhance the state of the environment or the site. It will be the Contractor's responsibility to reclaim such fines from the guilty individuals. These fines do not preclude any prosecution under any other law.

1.25.2 Contractors Transgressions

The ECO may also issue penalties directly to the Contractor for general non-compliance with the EMPr. The following serves as a guide for such penalties in certain situations.

NOTE THAT THESE PENALTIES DO NOT PRECLUDE PROSECUTION UNDER ANY OTHER LAW.

Table 9.2: Contractors Transgressions

Item No	Types of non-compliance	Penalty Amount
1	Excessive litter on the site or in the site camp;	R500 -- R2 000
2	'Water wastage, soil contamination, or water contamination;	R500 -- R10 000
3	Spillage of fuels on site or into the estuary;	R500 -- R5 000
4	Inadequate provision of waste bins and toilets;	R500 - R5 000
5	Litter or poor waste management practices	R200 -- R10 000
6	The non-provision of eating areas;	R500 - R1 000
7	Unnecessary dust generation and inadequate control;	R500 - R8 000
8	Unnecessary noise generation;	R500 -- R5 000
9	Non provision of hydrocarbon fuel absorbents;	R1 000 - R5 000
10	Inadequate erosion controls and prevention	R500 - R8 000
11	Failure to report an archaeological / paleontological find	R2 000 - R50 000
12	Harm to animals or failure to report animals on site	R500 - R5 000
13	Unnecessary impact on sensitive areas identified/or ignoring of no-go areas	R1 000 — R10 000

The issuing of a penalty will usually be preceded by a verbal warning by the ECO, during which a time frame for rectifying the situation, as well as the penalty to be implemented should this not be done within the time frame, will be agreed on. The value of the penalty will depend on the seriousness of the contravention, and thus the ECO must use his/her judgement in determining the value of the penalty. Penalties issued to the Contractor are to be doubled for each offence, to @ maximum penalty of R50 000. Should the Contractor fail to comply, daily penalties may be implemented for the duration of the non-compliance at the discretion of the ECO.

Note that penalties can be issued over and above costs that are incurred for the repair or rehabilitation of any environmental damage caused by the Contractor and all the parties over which they have responsibility. In this regard costs incurred by the Contractor in repairing or rehabilitating any environmental damage caused by non-compliance with the EMPr cannot be claimed in the Contract Bill, nor can any extension of time be claimed for such works.

1.26. Measurements and payments

The environmental control measures stipulated in this EMPr are deemed to be included in the rates tendered in the schedule of quantities provided with the tender documentation for the project. The proponent shall ensure that this EMPr forms part of the contractors documentation.

1.27. Declaration of adherence to the environmental management programme

The Contractor/s, PE and the ECO must sign declarations of adherence to the EMPr, stating the following:

- that they have read and understood the contents of the Environmental Management Plan and agree to adhere to all the specified requirements.
- that they understand their responsibilities in terms of enforcing and implementing the Environmental Specifications as set out in the various documents for the aforementioned site; and
- that they also undertake to inform all persons under their supervision of such specifications and the contents of the documents.

C.6 SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Insert new clause 1.1A with the following:

- 1.1A “Commencement Date” means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).
- 1.1B “Conditions of Contract” means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

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

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

payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.

- 3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.
- 3.6.3 Take possession of the Goods and /or Services upon Delivery by the Supplier.
- 3.6.4 Regularly inspect the Goods to establish that it is being delivered in compliance with the Contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the Contract.
- 3.6.6 Grant or refuse any extension of time requested by the Supplier of the period stated in clause 10.
- 3.6.7 Inspect the Goods and/or Services to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the Supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

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

- 5.6 **Publicity and publication**
The Supplier shall not release public or media statements or publish material related to the services or agreement within two (2) years of Delivery of the Goods, without the written approval of the Purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both Parties shall keep all information obtained by them in the context of the agreement, confidential and shall not divulge it without the written approval of the other Party.
- 5.8 **Intellectual Property**
 - 5.8.1 The Supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Purchaser.
 - 5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, unless the Parties expressly agree otherwise in writing.
 - 5.8.3 The Supplier shall, and warrants that it shall:
 - 5.8.3.1 Not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;
 - 5.8.3.2 not modify, add to, change or alter the Purchaser's Intellectual Property, or any information or data related thereto, nor may the Supplier produce any product as a result of, including and/or arising from

any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Purchaser;

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

Add the following after clause 5.8:

5.9 Protection of Personal Information Act of 2013

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

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

you, subject to applicable law; and

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

5.10 **PERFORMANCE MONITORING**

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

7. Performance Security

Delete clause 7.1 and replace with the following:

7.1 Within 14 (fourteen) days of Commencement Date the Supplier shall furnish to the Purchaser the performance security:

7.1.1 For the Guarantee Sum equal to R716 100 being 7% percent of the Contract price or such other applicable amount.

7.1.2 The Performance Security/Guarantee furnished shall be issued by an Approved Financial Institution listed in the Pro Forma Performance Security/Guarantee as **at [insert date]** (being institutions approved for issue of contract guarantees by the Purchaser).

Delete clause 7.3 and replace with the following:

7.3 The performance security shall be furnished strictly in accordance with the terms and conditions set out in Form of Performance Security/ Guarantee.

Delete clause 7.4 and replace with the following:

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier strictly in accordance with the terms and conditions set out in the Performance Security/ Guarantee.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services have been

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

11. Insurance

Add the following after clause 11.1:

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

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

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

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

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

11.3 The Supplier shall be obliged to furnish the Purchaser with proof of such insurance as the Purchaser may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the Pro forma Insurance Broker's Warranty or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

15.2 The warranty for this Contract shall remain valid for six (6) months from date of Delivery of the Goods and/or Services.

16. Payment

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

16.1 Payment of invoices will be made:

16.1.1 Within 30 (thirty) days of receiving the relevant invoice or statement from the Supplier, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the Purchaser.

16.1.2 Notwithstanding anything contained above, the Purchaser shall not be liable for payment of any invoice that pre-dates the date of delivery of any Goods and/or Services.

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

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

Add the following after clause 16.4

- 16.5 Notwithstanding any amount stated on the Purchase Order, the Supplier shall only be entitled to payment for Goods and/or Services actually delivered in terms of the Specification and Drawings, or any variations thereof made in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the Purchaser.
- 16.6 The Purchaser will only make advanced payments to the Supplier in strict compliance with the terms and conditions as contained in the Pro forma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser’s Treasury Department.
- 16.6.1 The Advance Payment Schedule applicable to this Contract is set out below. The items of plant and materials which have been identified by the Purchaser as being suitable for advance payment in terms of this Contract are listed in the table below, and for which the Purchaser is prepared to make advance payment to the Supplier, subject to the conditions below. Should an item or items be added to the list at tender stage by a tenderer, no obligation to advance payment shall be incurred by the Purchaser, for such items added by the tenderer except as provided for herein.

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

- 16.6.2 The Supplier can only rely on advance payment being permitted by the Purchaser in respect of the plant and materials listed in the table above. The Purchaser may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Supplier.
- 16.6.3 Advance payment for the purposes of deposits will only be provided up to a limit of 0% of the value of any one item being claimed.
- 16.6.4 The Supplier shall provide the Purchaser with documentary evidence of the terms and conditions for which a deposit with order is required by a third party manufacturer/supplier, together with the advance payment guarantee.
- 16.6.5 The Supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the Supplier. The Supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the Purchaser upon request, for the whole value of the item.

17. Prices

Add the following after clause 17.1

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

17.4 The prices for the goods and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 Contract Price Adjustment and/or Rate of Exchange Variations and the following conditions will be applicable: F.1 (D) Local South African Content – STATS SA Consumer Price Index

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

- 20.2 The Supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not relieve the Supplier from any liability or obligation under the Contract.

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be R1 000.00 per day.

- 22.2 The Purchaser shall, without prejudice to its other remedies under the contract, deduct from amounts

payable, financial penalties as contained on the Preference Schedule for breaches of the conditions upon which preference points were awarded.

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

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

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

23.8.4 Reputational risk or harm to the Purchaser

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

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

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

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or

26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

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

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the Contract and may be given as set out hereunder and shall be deemed to have been received when:

- a) hand delivered – on the day delivery of delivery or the next Working Day,
- b) sent by registered mail – five (5) Working Days after mailing,
- c) sent by email or telefax – one (1) Working Day after transmission.

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

35. Reporting Obligations

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

C.7 GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

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

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

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

8. Inspections, tests and analyses

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

(a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;

(b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the Parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

(b) in the event of termination of production of the spare parts:

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

27.2 If, after 30 (thirty) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the Parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:

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

29. Governing language

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

30. Applicable Law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between Parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker’s Warranty



Letterhead of supplier’s Insurance Broker

Date _____

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 168S/2025/26

TENDER DESCRIPTION: REPAIRS AND MAINTENANCE OF THE CITY OF CAPE TOWN’S RAILWAY SIDINGS FOR EPPING 1 AND 2, SACKS CIRCLE, ATLANTIS INDUSTRIAL, VISSERHOK LANDFILL SITE AND ATHLONE REFUSE TRANSFER STATION

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier’s Insurance Broker)

Annexure B – Monthly Project Labour Report

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



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											

MONTHLY PROJECT LABOUR REPORT



BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:

Year	Month

Sheet		
1	of	

No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R - c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

0 0 R -

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

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

Annexure C - Pro Forma Performance Security/ Guarantee

GUARANTEE PERFORMANCE SECURITY

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

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

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

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

PERFORMANCE GUARANTEE

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Annexure D - Pro Forma Advance Payment Guarantee (Not Applicable)

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

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

Amount in words:

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

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

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

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

Amount in words:

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

Payment Guarantee, such demand stating that:

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Approved Financial Institution as at 13 August 2025:

1.1 National Banks

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

1.2 International Banks (with branches in South Africa)

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

1.3 Insurance Companies

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

Schedule F.1: Contract Price Adjustment

1. TENDER CONDITIONS

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

2. CPA PROVISIONS SELECTION

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

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

IMPORTED GOODS AND / OR COMPONENTS (IF APPLICABLE)

F	N/A	ROE based CPA	Ad-Hoc	<i>Schedule F.1 (F)</i>
AND (IF REQUIRED), EITHER				
G	N/A	Pricelist / Quotation based CPA	Ad-Hoc / Periodic	<i>Schedule F.1 (G)</i>
OR				
H	N/A	Overseas CPI / PPI index based CPA	Ad-Hoc / Periodic	<i>Schedule F.1 (H)</i>

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

3. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

- 3.1 Any claim for variation in the contract price (either CPA or RoE adjustments) must be submitted in writing:
- i. By letter to: Director Roads Infrastructure Management, City of Cape Town, P O Box 655, Cape Town, 8000 or
 - ii. By email to: **to be advised**

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

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

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

1. Applicable where the Tenderer/Suppliers has indicated their tendered prices are subject to adjustment based on changes in the Statistics South Africa (STATS SA) Consumer Price Indices.
2. A minimum of 10% of the tender price as per C.4 Pricing Schedule shall be fixed and free of variation for the duration of the contract.
3. A total of 90% of the tender price as per C.4 Pricing Schedule shall be adjusted annually in accordance with clause 5 below.
4. The Contract Price(s) shall remain FIRM for the first 12 calendar months from date of Commencement Date of Contract and Suppliers are not permitted to requests CPA during this period.
5. The Contract Price(s) will thereafter be subject to adjustment annually based on the average percentage of change over 12 months as published by STATS SA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:
 - 5.1 CPA applicable from the start of the 13th month to the end of the 24th month calculated as follows:
 - a) The base month for the price adjustment being two (2) calendar months prior to Commencement Date of Contract; and
 - b) The end month shall be two (2) calendar months prior to the 12th month.
 - 5.2 CPA applicable from the start of the 25th month to end of the 36th month calculated as follows:
 - a) The base month for the price adjustment shall be two (2) calendar months prior to the 13th month; and
 - b) The end month shall be two (2) calendar months prior to 24th month.
 - 5.3 The average CPI percentage will be calculated using the base month to the end month (both included) divided by the number of months. (12 months totalled/12 to achieve the average CPI)
6. Subject to prior approval by the CCT delegated authority, in the event of any extension of the contract period, the CPA applicable beyond month 36th of the contract will follow the same principle in determining the base month (i.e. 3 calendar months prior to 25th month) and end date (3 calendar months prior to 36th month) as outlined above.

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

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

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

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

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

Schedule F.3: Declaration for Procurement above R10 million

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

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

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

If YES, submit audited annual financial statements:

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

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

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

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

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

2.2 If YES, provide particulars:

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

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

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

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

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

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

If YES, furnish particulars below

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

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

 Date

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

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

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

The following definitions shall apply to this schedule:

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

Or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

Or

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State		To be Completed by the Tenderer	
	Number of points Allocated (90/10 system)	Number of points Allocated (80/20 system)	Number of points claimed (90/10 system)	Number of points claimed (80/20 system)
Gender		5		
Race		5		
Disability		3		
Promotion of Micro and Small Enterprises		7		

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm.....

5.4 Company registration number:

5.5 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

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

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

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

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

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

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

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

3.12.1 If yes, furnish particulars: _____

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars: _____

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars: _____

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the CCT in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars: _____

3.16 Do you have any employees who was in the service of the CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars: _____

4. Full details of directors / trustees / members / shareholders

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

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

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

Date

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

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

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

Schedule F.6: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

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

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

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

 Date

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

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

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

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

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

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

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

 Date

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

To: THE CITY MANAGER, City of Cape Town

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

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

Date

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **168S/2025/26** and tender description: **REPAIR AND MAINTENANCE OF THE CITY OF CAPE TOWN'S RAILWAY SIDINGS FOR (SIX AREAS NAMELY) ATHLONE REFUSE TRANSFER STATION, ATLANTIS INDUSTRIAL, EPPING 1 AND 2, N'DABENI, SACKS CIRCLE AND VISSERSHOK LANDFILL SITE**, in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

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

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

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

(¹ Consortium: Joint venture or Consortium means an association of persons for the purpose of

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

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

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

Attach additional pages if more space is required.

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

 Date

Schedule F.12: Record of Addenda to Tender Documents

We confirm that the following communications received from the CCT before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

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

 Date

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

The following information shall be provided with the Tender:

DETAILS OF COMPANY EXPERIENCE IN COMPARABLE, SIMILAR RELEVANT PROJECTS:

The following information shall be provided with the Tender:

- Completion Certificates
- Copies of at typical invoice for the project.
- Reference letters

Number	Project description - location and tasks	Client & contact details	Date from	Date to

A company profile has also to be submitted and attached herewith.

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

The following information shall be provided with the Tender:

- CVs and qualifications of the following key personnel (refer to Clause 2.2.1.1.4 Mandatory Key Personnel, of the Specification):
 - Contracts Manager
 - Track Master and on site construction manager
 - Track Welder
 - Patrol Man
- Completed forms following.

Contracts Manager		Name				
		Qualification				
		Affiliations				
		Years experience				
Number	Contract: Name, location, nature of work	Client & contact information	Position	Value of work	Date from	Date to

Track Master (on site Construction Manager)		Name				
		Qualification				
		Affiliations				
		Years experience				
Number	Contract: Name, location, nature of work	Client & contact information	Position	Value of work	Date from	Date to

Welder		Name				
		Qualification				
		Affiliations				
		Years experience				
Number	Contract: Name, location, nature of work	Client & contact information	Position	Value of work	Date from	Date to

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

 Date

Patrol Man		Name				
		Qualification				
		Affiliations				
		Years experience				
Number	Contract: Name, location, nature of work	Client & contact information	Position	Value of work	Date from	Date to

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

 Date

Schedule F.14: Appeal Application

OFFICIAL RECEIPT

(Valid only if printed
by official cash
receipting machine)

IRISITI ESESIKWENI

(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

AMPTELIKE KWITANSIE

(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

**GL DATA CAPTURE RECEIPT
(CASHIER TO RETAIN A COPY)**

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0
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PROFIT CENTRE:

1	3	0	5	0	0	0	1
---	---	---	---	---	---	---	---

NAME/COMPANY NAME:

--

AMOUNT:

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

SERVICE DEPARTMENT DETAILS-DEPARTMENT: LEGAL SERVICES: APPEALS UNITEMAIL; MSA.Appeals@capetown.gov.za

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM

12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 298 CAPE TOWN 8000
www.capetown.gov.za**Making progress possible. Together.**