

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 1 of 66

TENDER NO: 194S/2022/23

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

CONTRACT PERIOD: FROM COMMENCEMENT FOR A PERIOD NOT EXCEEDING 36 MONTHS

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: [7 December 2022]

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER:** [153]

TENDER FEE: [R 200] Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

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

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

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

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VOLUME 1: THE TENDER

(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	04 November 2022
SITE VISIT/CLARIFICATION MEETING	:	[NOT APPLICABLE TO THIS TENDER]
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	[NOT APPLICABLE TO THIS TENDER]
TENDER BOX & ADDRESS	:	Tender Box 153 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 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. 194S/2022/23: REPAIR AND MAINTENANCE OF THE CITY OF CAPE TOWN'S RAILWAY SIDINGS FOR (SIX AREAS NAMELY) EPPING 1 AND 2 SACKS CIRCLE, ATLANTIS INDUSTRIAL, VISSERSHOK LANDFILL SITE, ATHLONE REFUSE TRANSFER STATION AND N'DABENI, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

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

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

- 1.1. that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("**POPIA**"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;
- 1.2. to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;
- 1.3. that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;
- 1.4. that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and

undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-contractors' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;

- 1.5. to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 1.6. that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and
- 1.7. that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

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

CCT TENDER REPRESENTATIVE

[Name: John Hendricks.....

Tel. No.: (021) 444 9869.....

Email: john.hendricks@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'

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract. Please refer to this document contained on the Employer's website.

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

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

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

2.1.2 Interpretation

2.1.2.1 The additional requirements contained in the returnable documents are part of these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender.

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

Unless otherwise stated in the tender conditions, 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 for the allocation of work. No standby required. 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 **three years** from the commencement date of the contract.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Alternative Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

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

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

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

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

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

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

Via fax at: 086 202 9982

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

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

Not applicable to this tender.

2.2.1.1.4 Eligibility

2.2.1.1.4(a) Mandatory Key Personnel

The Service Provider shall in the execution of the contract employ competent and experienced railway staff with minimum of 5 years cumulative experience in the repairs and maintenance of rail track works. Key personnel required under this contract are listed in the table below.

Position	Qualification	Experience
On Site Construction Manager	Professionally Registered Technologist (ECSA) or Professionally Registered Engineer (ECSA)	5 or more years cumulative experience in the repairs and maintenance of rail track works
Track Inspector	Valid Certificate from Transnet School of Engineering and previous appointment letter by either Transnet or PRASA/ Metrorail	5 or more years cumulative experience in the repairs and maintenance of rail track works
Track Master	Valid Track Master Certificate from Transnet School Engineering	5 or more years cumulative experience in the repairs and maintenance of rail track works
Track Welder	Valid Track Welder Certificate from Transnet School of Engineering	5 or more years cumulative experience in the repairs and maintenance of rail track works
Patrolman	In-house training as a Patrolman	5 or more years experience as a Patrolman
Pest Control Officer	Certificate of Registration as a Pest Control Officer	5 or more years cumulative experience in the repairs and maintenance of rail track works

The duties of these personnel are detailed in the Project Specifications Clause 5.2. The CVs of all key personnel with the relevant experience must be attached to Schedule 15. Failure to provide this evidence will deem this offer as non-responsive.

2.2.1.1.5 Local production and content

The City promotes the procurement of goods manufactured by local suppliers. The Department of Trade and Industry and National Treasury has identified specific designated sectors which require local content compliance. The current designated sectors are listed below:

Rail Permanent Way sector

1. Rail

Widely used in the making of rail tracts and consist of two parallel steel tracks and lies steadily on the railway sleepers.

2. Ballasts

Gravel or coarse stone used to form the bed of a railway track.

3. Balastless track

Consist of steel rail resting on concrete supports vis rubberised cork absorption pads with galvanised steel ties beams which wrap around the concrete the concrete members rather than being cast into the concrete as with other ladder tracks.

4. Turnouts, crossings and accessories

Comprise of mechanical installations enabling railway plays an important role in as far as safety is concern, it allows train to switch from one track to another. This will also include frogs and blades.

5. Railway sleepers

Supports and restrain rails. They transfer and spread the vertical load from the bottom of the rail of the ballast. Sleepers can be made of steel, concrete or wood, plastics or other materials.

6. Rail fastening systems and accessories

Is used to fix rails to railway sleeper or railroad ties, which is usually comprised of rail anchors, rail tie plates, fishplate, chairs, fasteners, spikes, track bolt, nut and bolt, oval neck, diamond neck,

button-head, cast iron shoulders, pressed mild shoulders, elastic clips, gage tie bar, check rail screw & track spike, etc.

7. Maintenance of way plant & equipment

Includes railway track maintenance and construction machines for 1067mm and 1435mm gauge, both rail-bound and road rail. These include track maintenance equipment (i.e. sleeper, rail drilling, rail grinding, ballast tamping, ballast screener, ballast regulator and drain cleaning machine) as well as conditioning machinery, track safety equipment and track lubricators, cranes and material handlers.

Tenderers are required to ensure that they comply with these designated Sector requirements by ensuring that the products provided to the City are locally manufactured. Failure to meet the minimum stipulated threshold for local production and content will result in a bid being declared non-responsive.

Further details of designated sectors are available on http://www.thedti.gov.za/industrial_development/ip.jsp and http://ocpo.treasury.gov.za/Buyers_Area/Legislation/Pages/Practice-Notes.aspx

In addition to the above:

The supplier shall study the terms and conditions as stated in the **Local Content Declaration / Annexure C** returnable schedule.

The stipulated minimum threshold percentages for local production and content for the **Rail Permanent Way sector** ("the designated sector") is **90%** and will include all sub-sectors from the applicable National Treasury Instruction Note.

Only tenders with locally produced or locally manufactured Rail Permanent Way from local raw material or input will be considered.

If the raw material or input to be used for a specific item is not available locally, suppliers should obtain written authorisation from the Department of Trade and Industry (DTI) (Chief Director: Industrial Procurement, tel. 012 394 3927 and fax 012 394 4927) should there be a need to import such raw material or input. A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.

The CCT is obliged and must ensure that contracts for the **Rail Permanent Way sector** are awarded at prices that are market related taking into account, among others, benchmark prices designated by the DTI for the sector, value for money and economies of scale. Where appropriate, prices may be negotiated with preferred bidders in accordance with provisions for Negotiation with Preferred Bidders as set out in the CCT SCM Policy.

A bid will be declared non-responsive / disqualified if the Declaration Certificate for Local Production and Content and Annex C as well as the authorisation letter referred to above (if applicable) are not submitted as part of the bid documentation at the closing date and time of the bid.

For further information relating to the local production and content legislation, suppliers may refer to website http://www.thedti.gov.za/industrial_development/ip.jsp, or may contact the Chief Director: Industrial Procurement at the DTI at telephone number (012) 394 3927 and fax (012) 394 4927, the Director: Fleet Procurement, Ms Cathrine Matidza, at telephone number (012) 394 3927 and e-mail CMatidza@thedti.gov.za, or the DTI Contact Centre no 0861 843384.

2.2.1.1.6 Pre-qualification criteria for preferential procurement

Not applicable

2.2.1.1.7 Provision of samples

Not applicable

2.2.1.1.8 Functionality (Track Record)

In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for quality as stated below.

Where points are indicated per area, resources to be made available per areas tendered for.
The description of the quality criteria and the maximum possible score for each is shown in the table below.

The score achieved for quality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

Description of functionality criteria .	Maximum possible score
1. <u>Track Record</u> The tenderer must demonstrate experience with respect to comparable projects (max 50 points). In order, to be considered for an appointment in terms of this tender, the tenderer is required to provide documentary proof of 2 relevant completed projects (i.e. repairs and maintenance of rail track works) in last 5 years.	50

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information.

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

2.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information, where possible.

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

2.2.12.1 Submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract conditions and described in the specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Returnable Schedules duly completed and signed will be declared responsive.

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

2.2.12.3 Submit the parts of the tender offer communicated on paper as an original with an English translation for any part of the tender submission not made in English.

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

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

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

2.2.12.5 Where a two-envelope system is required in terms of the tender conditions, place and seal the

returnable documents listed in the tender conditions in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the CCT’s address and identification details stated in the General Tender Information, as well as the tenderer’s name and contact address.

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

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

2.2.12.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the tender conditions.

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

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

2.2.14.1 Ensure that the CCT receives the tender offer at the address specified in the General Tender Information prior to the closing time stated on the front page of the tender document.

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

2.2.15.2 Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager.

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

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

monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.

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

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

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

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

2.2.19.2 Evidence of tax compliance

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

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made,

and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.

- d) requested the CCT to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the CCT's Supply Chain Management Policy.

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

2.3.4.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the tender conditions, and announce the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

2.3.10.1.1 Reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender conditions.

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the tender sum / amount as set out in the **Price Schedule (Part 5)**.

- Tender price/amount will be used based on a basket of quantities for Schedule 1 to Schedule 6 and Schedule 9. Schedule 7 and Schedule 8 will not be used for determining the tender price/amount as it contains rates for labour and materials for ad-hoc repair work.

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

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

2.3.10.3.4 Applicable formula:

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

Price shall be scored as follows:

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

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

Preference points shall be scored as follows:

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

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

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

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

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

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

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

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

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

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

$$N_T = P_S + N_P$$

Where: P_S is the number of points scored for price;
 N_P is the number of points scored for preference.

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

- does not allow any preferred tenderer a second or unfair opportunity;
- is not to the detriment of any other tenderer; and
- does not lead to a higher price than the tender as submitted.

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

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

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

In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

- a) reports of poor governance and/or unethical behaviour;
- b) association with known family of notorious individuals;
- c) poor performance issues, known to the City;
- d) negative social media reports; and
- e) adverse assurance (e.g. due diligence) report outcomes.

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

2.3.13 Prepare contract documents

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

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

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

2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO: [194S]/2022/23

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

CONTRACT PERIOD: FROM COMMENCEMENT FOR A PERIOD NOT EXCEEDING 36 MONTHS

VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

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

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

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

(4) FORM OF OFFER AND ACCEPTANCE

TENDER [194S/2022/23 TENDER DESCRIPTION: REPAIR AND MAINTENANCE OF THE CITY OF CAPE TOWN'S RAILWAY SIDINGS FOR (SIX AREAS NAMELY) EPPING 1 AND 2, SACKS CIRCLE, ATLANTIS INDUSTRIAL, VISSERSHOKLANDFILL SITE, ATHLONE REFUSE TRANSFER STATION AND N'DABENI]

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

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

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER [194S/2022/23 TENDER DESCRIPTION: REPAIR AND MAINTENANCE OF THE CITY OF CAPE TOWN'S RAILWAY SIDINGS FOR (SIX AREAS NAMELY) EPPING 1 AND 2, SACKS CIRCLE, ATLANTIS INDUSTRIAL, VISSERSHOKLANDFILL SITE, ATHLONE REFUSE TRANSFER STATION AND N'DABENI

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

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

The terms of the contract are contained in:

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

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

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

The Parties	Employer	Supplier
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE

FORM OF OFFER AND ACCEPTANCE (continued)

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

Schedule of Deviations

Notes:

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

1 Subject

Details

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2 Subject

Details

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3 Subject

Details

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4 Subject

Details

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

(5) PRICE SCHEDULE

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

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

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 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 Employer 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 **Tenderers are required to price all items in order to be considered for this tender.**

INITIALS OF CITY OFFICIALS		
1	2	3

SCHEDULE 1
GENERAL ITEMS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE per Unit (excl VAT)
	SANS 1200A	PRICING SCHEDULE 1: GENERAL ITEMS	For contract duration	
A	A 8.3.2 A 8.3.4; A 8.4.2;	Establishment as and when required on site for periodic maintenance including all transport, plant, sheds, tools and equipment required. Including removal on completion of works. (Note: no requirement for facilities for Engineer – A8.3.2.1 & A8.4.2.1).	Sum	
B	A 8.3.1; A 8.4.1	Insurances as called for in the Conditions of Contract	Sum	
C	A 8.3.1; A 8.4.1	Surety as called for in the Conditions of Tender	Sum	
D	A 8.3.3; A 8.4.5	Compliance with Occupational Health and Safety Regulations and Health and Safety Specifications as per Annexure 8 and PS 5.1	Sum	
E	A 8.3.3; A 8.4.5	Compliance with Occupational Health and Safety Regulations and Health and Safety Specifications as per Annexure 8 and PS 5.1	Sum	
F	A 8.3.3; A 8.4.5	Compliance with Environmental Specification as per Annexure 7	Sum	
G	A 8.4.3	Compliance with Management Specification as per PS 5.2.11	Sum	
H	A 8.4.4	Supervision for duration of construction/ maintenance.	Sum	
I	A 8.3.3; A 8.4.5	Company and Head Office overhead costs for the duration of the Contract.	Sum	
J	A 8.3.2 A 8.3.4; A 8.4.2	Establishment as and when required on site for adhoc repair work at each siding as directed by the Engineer including all transport, plant, sheds, tools and equipment required. This includes removal on completion of works. See PS 5.4. (Note: No requirement for facilities for the Engineer – A 8.3.2.1 & A 8.4.2.1)	Establishment	
K		Dumping of vegetation at the City of Cape Town dumping sites on submission of proof of payment. No rate required. See PS 8.1.4.	Tonne	

PRICING SCHEDULE 2
EPPING 1 and 2 INDUSTRIAL SITES

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE per Unit (excl VAT)
	SANS 1200 C & 1200 NB	PRICING SCHEDULE 2: PERIODIC MAINTENANCE OF RAILWAY SIDING 145432: EPPING 1 and 2 INDUSTRIAL SITES	For contract duration	
A	PS 8.2.1.	Track Inspections		
A1	PS 8.2.1.1.	Condition and Special Track Inspections by a Track Master at a frequency directed by the Engineer	Inspection	
A2	PS 8.2.1.3.	Measurement Track Inspections by a Track Master at a frequency directed by the Engineer	Inspection	
A3	PS 8.2.1.2.	Track Inspections by a Patrolman at a frequency directed by the Engineer	Inspection	
B	PS 8.2.2.	Extra over Item for maintenance of turnouts	Inspected Item	
C	PS 8.2.3.	Extra over Item for maintenance of stop blocks.	Inspected Item	
D	PS 8.2.4.	Cutting down bush, scrubs, grass, weeds and removal of windblown rubbish throughout the servitude of the City of Cape Town as outlined in PS 8.2.4.	ha	
E	PS 8.2.5.	Weeding of track formation to a 6 meter width in Epping 1 and 2. Industrial Sites as outlined in PS 8.2.5.	m	
F	PS 8.2.6.	Treating re-growth and new seedlings of bush and scrub with systemic herbicide four times per annum, once every three months, where necessary to maintain control of previously treated areas including all labour, material, equipment etc. as specified. As outlined in PS 8.2.6.	ha	

PRICING SCHEDULE 3
ATLANTIS INDUSTRIAL SITES

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE per Unit (excl VAT)
	SANS 1200 C & 1200 NB	PRICING SCHEDULE 3: PERIODIC MAINTENANCE OF RAILWAY SIDING 147737: ATLANTIS INDUSTRIAL SITES	For contract duration	
A	PS 8.2.1.	Track Inspections		
A1	PS 8.2.1.1.	Condition and Special Track Inspections by a Track Master at a frequency directed by the Engineer	Inspection	
A2	PS 8.2.1.3.	Measurement Track Inspections by a Track Master at a frequency directed by the Engineer	Inspection	
A3	PS 8.2.1.2.	Track Inspections by a Patrolman at a frequency directed by the Engineer	Inspection	
B	PS 8.2.2.	Extra over Item for maintenance of turnouts	Inspected Item	
C	PS 8.2.3.	Extra over Item for maintenance of stop blocks.	Inspected Item	
D	PS 8.2.4.	Cutting down bush, scrubs, grass, weeds and removal of windblown rubbish throughout the servitude of the City of Cape Town as outlined in PS 8.2.4.	ha	
E	PS 8.2.5.	Weeding of track formation to a 6 meter width in Atlantis Industrial Site as outlined in PS 8.2.5.	m	
F	PS 8.2.6.	Treating re-growth and new seedlings of bush and scrub with systemic herbicide four times per annum, once every three months, where necessary to maintain control of previously treated areas including all labour, material, equipment etc. as specified. As outlined in PS 8.2.6.	ha	

PRICING SCHEDULE 4
VISSERSHOK LANDFILL SITE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE per Unit (excl VAT)
	SANS 1200 C & 1200 NB	PRICING SCHEDULE 4: PERIODIC MAINTENANCE OF RAILWAY SIDING 145416: VISSERSHOK LANDFILL SITE	For contract duration	
A	PS 8.2.1.	Track Inspections		
A1	PS 8.2.1.1.	Condition and Special Track Inspections by a Track Master at a frequency directed by the Engineer	Inspection	
A2	PS 8.2.1.3.	Measurement Track Inspections by a Track Master at a frequency directed by the Engineer	Inspection	
A3	PS 8.2.1.2.	Track Inspections by a Patrolman at a frequency directed by the Engineer	Inspection	
B	PS 8.2.2.	Extra over Item for maintenance of turnouts	Inspected Item	
C	PS 8.2.3.	Extra over Item for maintenance of stop blocks.	Inspected Item	
D	PS 8.2.4.	Cutting down bush, scrubs, grass, weeds and removal of windblown rubbish throughout the servitude of the City of Cape Town as outlined in PS 8.2.4.	ha	
E	PS 8.2.5.	Weeding of track formation to a 6 meter width in Vissershok Lanfill Site as outlined in PS 8.2.5.	m	
F	PS 8.2.6.	Treating re-growth and new seedlings of bush and scrub with systemic herbicide four times per annum, once every three months, where necessary to maintain control of previously treated areas including all labour, material, equipment etc. as specified. As outlined in PS 8.2.6.	ha	

PRICING SCHEDULE 5
ATHLONE REFUSE TRANSFER STATION

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE per Unit (excl VAT)
	SANS 1200 C & 1200 NB	PRICING SCHEDULE 5: PERIODIC MAINTENANCE OF RAILWAY SIDINGS 141844 ATHLONE REFUSE TRANSFER STATION	For contract duration	
A	PS 8.2.1.	Track Inspections		
A1	PS 8.2.1.1.	Condition and Special Track Inspections by a Track Master at a frequency directed by the Engineer	Inspection	
A2	PS 8.2.1.3.	Measurement Track Inspections by a Track Master at a frequency directed by the Engineer	Inspection	
A3	PS 8.2.1.2.	Track Inspections by a Patrolman at a frequency directed by the Engineer	Inspection	
B	PS 8.2.2.	Extra over Item for maintenance of turnouts	Inspected Item	
C	PS 8.2.3.	Extra over Item for maintenance of stop blocks.	Inspected Item	
D	PS 8.2.4.	Cutting down bush, scrubs, grass, weeds and removal of windblown rubbish throughout the servitude of the City of Cape Town as outlined in PS 8.2.4.	ha	
E	PS 8.2.5.	Weeding of track formation to a 6 meter width in Athlone Refuse Transfer Station as outlined in PS 8.2.5.	m	
F	PS 8.2.6.	Treating re-growth and new seedlings of bush and scrub with systemic herbicide four times per annum, once every three months, where necessary to maintain control of previously treated areas including all labour, material, equipment etc. as specified. As outlined in PS 8.2.6.	ha	

PRICING SCHEDULE 6
BELLVILLE (SACKS CIRCLE)

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE per Unit (excl VAT)
	SANS 1200 C & 1200 NB	PRICING SCHEDULE 6: PERIODIC MAINTENANCE OF RAILWAY SIDING 140567: SACKS CIRCLE	For contract duration	
A	PS 8.2.1.	Track Inspections		
A1	PS 8.2.1.1.	Condition and Special Track Inspections by a Track Master at a frequency directed by the Engineer	Inspection	
A2	PS 8.2.1.3.	Measurement Track Inspections by a Track Master at a frequency directed by the Engineer	Inspection	
A3	PS 8.2.1.2.	Track Inspections by a Patrolman at a frequency directed by the Engineer	Inspection	
B	PS 8.2.2.	Extra over Item for maintenance of turnouts	Inspected Item	
C	PS 8.2.3.	Extra over Item for maintenance of stop blocks.	Inspected Item	
D	PS 8.2.4.	Cutting down bush, scrubs, grass, weeds and removal of windblown rubbish throughout the servitude of the City of Cape Town as outlined in PS 8.2.4.	ha	
E	PS 8.2.5.	Weeding of track formation to a 6 meter width in Sacks Circle site as outlined in PS 8.2.5.	m	
F	PS 8.2.6.	Treating re-growth and new seedlings of bush and scrub with systemic herbicide four times per annum, once every three months, where necessary to maintain control of previously treated areas including all labour, material, equipment etc. as specified. As outlined in PS 8.2.6.	ha	

PRICING SCHEDULE 7**LABOUR ONLY (Ad hoc repairs beyond scope of Schedule 2 to 6 (both inclusive))**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE per Unit (excl VAT)
	SANS 1200 C, 1200 DN & 1200 NB	PRICING SCHEDULE 7: LABOUR ONLY	For contract duration	
A	PS 8.7.1.	Replacement of sleepers (including collection, distribution, cascading and reclaiming, collecting of extracted sleepers and fastenings, lifting- ,aligning- and tamping of track or set to A-standard).		
A1		Replacement of 2.1m wooden sleepers with concrete sleepers.	No	
A2		Replacement of concrete sleepers with concrete sleepers.	No	
A3		Replacement of steel sleepers with steel sleepers .	No	
A4		Re-sleepering on existing 1:9 turnout sets. (replace 2.1m, 2.4m, or 2.7m crossing sleepers with 2.1m, .4m or 2.7m crossing sleepers).	No	
A5		Re-sleepering 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	
A6		Re-sleepering on existing 1:9 turnout sets. (replace 4.2m crossing sleepers with 4.2m crossing sleepers.	No	
B	NB 8.3.8	Rail replacement (including collection, distribution, all rail cuts and disposal, cascading extracted rails, cutting of rail to correct lengths, insertion, drilling of fish-bolt holes, fitting and lubricating of fish plates).	m	
B1	PS 8.2.6.	Cut out and insertion of 40kg / 48kg rails (4.2m to 7.8 m) closure rails.	No	
B2		Cut out and insertion of 40kg / 48kg rails (12m) closure rails.	No	
C	NB 8.3.3a)	<u>Ballast replenishment.</u>		
C1		Off-loading of ballast stone and replenish to track standard.	m ³	
D	PS 8.7.2.	<u>Rail welding work</u>		
D1	PS 8.7.2.1	Welding of wheel spin burn or rail crown damage	No	
D2	PS 8.7.2.1	Grinding of wheel spin burn or rail crown damage.	No	

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE per Unit (excl VAT)
	SANS 1200 C, 1200 DN & 1200 NB	PRICING SCHEDULE 7: LABOUR ONLY	For contract duration	
D3	PS 8.7.2.2.	Grinding of Burrs (removing burrs which interfere with the fit of switch blades against stock rails).	m	
D4		Welding of battered ends (including all preparation of joints, pre-heating, welding and grinding, ettle/tamp and align, lubricate fish plates).	No	
D5	PS 8.7.2.4.	Weld both sides of the three pins and the counterweight bolt on switch box to inhibit theft.	No	
D6	PS 8.7.2.5.	Building up crossings and wing rails to turnouts by means of welding using the accepted Transnet method.	No	
D7	PS 8.7.2.8.	Welding of fasteners (Bolts, screws, etc.).	No	
D8	PS 8.7.2.6.	Repairing switch blades	No	
D9	PS 8.7.2.7.	Welding of rail joints with the exothermic process	No	
E	NB 8.3.8	<u>Replacement of portions of turnout:</u>		
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		Counterweight and arm.	No	
E12		Kick over lever.	No	
F	NB 8.3.2c)	<u>Replacement of portions of stop block:</u>		

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE per Unit (excl VAT)
	SANS 1200 C, 1200 DN & 1200 NB	PRICING SCHEDULE 7: LABOUR ONLY	For contract duration	
F1		Curved vertical and guard rails.	No	
F2		Buffer beam and fastenings.	No	
F3		Timber bumping block and fastenings	No	
G	NB 8.3.3.d	Cleaning and levelling service road/ walkways (4m width) alongside track of vegetation and rubble sing hand tools and insitu material	m	
G1		Removing of windblown sand between, and on side of rails	m	
H	PS 8.7.3.	Removing existing ballast, Up to 150mm below bottom of sleepers, cleaning, storing and re-ballasting including adding new ballast as required. (Supply of new ballast material elsewhere measured).	m	
I	PS 8.7.3.1	Excavation of unsuitable material from mud holes, backfilling and repair of formation.	m ³	
J	PS 8.7.3.2.	Cleaning out, trimming where required of storm water channels and drains serving the sidings of the City of Cape Town.	m	
K	PS 8.7.4.	<u>Signage:</u>		
K1	PS 8.7.4.1.	Maintenance of sign boards and notices	No	
K2	PS 8.7.4.2.	Replace siding number board.	No	
K3	PS 8.7.4.3.	Replace whistle board.	No	
K4	PS 8.7.4.4.	Replace speed restriction board.	No	
K5	PS 8.7.4.5.	Replace crossing sign.	No	
L	PS 8.7.4.6	Breaking up level crossing, inspection of track materials, replace if required and reinstate gravel surface. Inclusive lift and alignment of track on crossing and establishment of runouts to related track work. (Supply of new level crossing blocks is measured elsewhere).	No	
M	PS 8.7.4.7	Grease fishplates as specified.	No	
N	PS 8.7.5.1	Fitting anti-vandal Pandrol springs to sleepers	No	

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE per Unit (excl VAT)
	SANS 1200 C, 1200 DN & 1200 NB	PRICING SCHEDULE 7: LABOUR ONLY	For contract duration	
O	PS 8.7.5.2	Fitting Pandrol “e” spring clips to sleepers.	No	
P	PS 8.2.1.	Re-commission dormant track work. Including maintenance and vegetation control	m	
Q	PS 8.8.2	Re-commission dormant turnout sets. Including maintenance and vegetation control	No	
R	PS 8.7.5.3	Numbering of turnout sets. Turnout sets on sidings which accommodate traffic or dormant sets to be recommissioned	No	
S	PS 8.7.3.3	Cleaning of flange gaps, removing of soil and objects from flange gaps to specifications	m	
T	NB 8.3.8 (Fish plates only)	Replacing of stolen fish plates 40kg and 48kg.	No	
U	NB 8.3.8	Fiting/ Replacing joint bolts, 40kg and 48kg, on existing and /or new fish plates	No	
V	PS 8.7.5.4.	Installation of Turnout/ Point locks or clamps to prevent movement of blades	No	
X	PS 8.7.6.1	New level crossing blocks installation, inspection of track materials and replace if required, 2m L planks Installation (4 per 4m crossing), locks Installation (24 blocks for per 4m crossing) and re-instate gravel surface. Inclusive lift and alignment of track on crossing and establishment of runouts to related track work. (Supply of new level crossing blocks is measured elsewhere).	No	
Y	PS 8.7.6.2	Installation of bollards using second hand concrete sleeper, excavation, including backfilling with the insitu soil, compaction and levelling of any surplus excavatedmaterial on site. (Sleeper to be sourced from Atlantis Railway Siding).	No	
X	PS 8.7.6.3	Installation of Half Round Channels, excavation, including backfilling with the insitu soil, lining Interlocking Joints), hand compaction and levelling of any surplus excavated material on site. (Supply of Half Round Channels is measured elsewhere).	No	
Y	PS 8.7.4.8	Rail siding LOT Numbering with sleeper km markers every 50 m.		
Y1		Athlone	No	
Y2		Atlantis	No	

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE per Unit (excl VAT)
	SANS 1200 C, 1200 DN & 1200 NB	PRICING SCHEDULE 7: LABOUR ONLY	For contract duration	
Y3		Epping 1 and 2	No	
Y4		Sacks Circle	No	
Y5		Vissershok	No	
Z	PS 8.7.7	<u>Transportation of Materials</u>		
Z1	PS 8.7.7.1	Transportation of second hand Concrete Sleepers from Atlantis to Epping Rail Siding (60 km) by road trucks	No	
Z2	PS 8.7.7.2	Transportation of 48kg/m Rail in 12m sections from Atlantis to Epping Rail Siding (60 km) by road trucks.	No	
Z3	PS 8.7.7.3	Transportation of Recycled Ballast from Atlantis to other Rail Sidings (the furthest distance is 68 km) by road trucks	m ³	
Z4	PS 8.7.7.4	Transportation of of complete 1:9 Turnout from Atlantis to other Rail Sidings (the furthest distance is 68 km) by road trucks.	No	
Z5	PS 8.7.2.10	Removal/ Transportation of illegal dumping within railway reserve and disposed to the City of Cape Town dumping sites	m ³	

PRICING SCHEDULE 8 (Ad hoc repairs in accordance with PRICING SCHEDULE 7)
SUPPLY & DELIVERY OF MATERIALS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE per Unit (excl VAT)
	SANS 1200 NB	PRICING SCHEDULE 8: SUPPLY AND DELIVERY OF MATERIALS	For contract duration	
A	NB 8.3.3a).	<u>Stone ballast according to S406 Spec.</u>	m³	
B	PS 8.8.1	<u>Portions of turnouts:</u>		
B1		Stocks and guards 5,296/3,429 metres.	No	
B2		Left or right crossings 5,347/3,429 metres.	No	
B3		Stocks and switches 7,163/4,064 metres.	No	
B4		Straight leads 10,398 metres.	No	
B5		Curved lead 10,436 metres.	No	
B6		Straight closure 8,247 metres.	No	
B7		Curved closure 8,166 metres.	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	
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	PS 8.8.2.	<u>Wooden sleepers and crossing sleepers:</u>		
D1		2,1 metres x 250mm x 125mm.	No	
D2		2,4 metres x 250mm x 125mm.	No	
D3		2,7 metres x 250mm x 125mm.	No	

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE per Unit (excl VAT)
	SANS 1200 NB	PRICING SCHEDULE 8: SUPPLY AND DELIVERY OF MATERIALS	For contract duration	
D4		3,0 metres x 250mm x 125mm.	No	
D5		3,4 metres x 250mm x 125mm.	No	
D6		3,7 metres x 250mm x 125mm.	No	
D7		4,2 metres x 250mm x 125mm.	No	
D8		Concrete siding sleeper	No	
E	NB 8.3.1c).	<u>Coach screws Type A.</u>	No	
F	PS 8.8.3.	<u>Pandrol clips:</u>		
F1		Pandrol 'e' spring clips .	No	
F2		Pandrol anti-vandal spring clips.	No	
F3		Pandrol anti- vandal spring clip sleeves	No	
G	PS 8.8.4.	<u>Gauge clips and pads:</u>		
G1		Concrete siding sleeper, gauge clips type A.	No	
G2		Concrete siding sleeper, gauge clips type B.	No	
G3		Concrete siding sleeper, gauge clips type C.	No	
G4		HDPE-pads for concrete sleepers.	No	
H	PS 8.8.5.	<u>Rail fastenings:</u>		
H1		Fish plates (Flat type) to suit 40kg rails.	No	
H2		Fish plates (Flat type) to suit 48kg rails.	No	
H3		Fish bolts, nuts and spring washers to suit 40 kg rails.	No	
H4		Fish bolts, nuts and spring washers to suit 48 kg rails.	No	
I	PS 8.8.6.	<u>Signage:</u>		
I1		Siding number board.	No	
I2		Whistle board.	No	

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE per Unit (excl VAT)
	SANS 1200 NB	PRICING SCHEDULE 8: SUPPLY AND DELIVERY OF MATERIALS	For contract duration	
I3		Speed restriction board.	No	
J		<u>Crossing signs:</u>		
J1		R2 boards	No	
J2		R1 boards	No	
J3		W318 boards	No	
J4		W403 boards	No	
J5		W404 boards	No	
J6		No dumping sign boards	No	
J7		Dia 75 mm wooden poles	No	
K	PS 8.8.7.	Exothermic welding of rail joints: "Thermit" or other equal and approved patent welding system for welding together ends of 40 or 48 kg rails	No	
L	PS 8.8.9	<u>Level Crossing Blocks:</u> Crossing slab blocks 650mm 2m L planks	No	
M	PS 8.8.8	450 Half Round Channel	No	
N	PS 8.8.11	Turnout/ Point locks or clamps	No	

PRICING SCHEDULE 9
N'DABENI

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE per Unit (excl VAT)
	SANS 1200 C & 1200 NB	PRICING SCHEDULE 9: PERIODIC VEGETATION CONTROL ON CITY OF CAPE TOWN RAIL SIDINGS AT N'DABENI	For contract duration	
A	PS 8.2.4.	Cutting down bush, scrubs, grass, weeds and removal of windblown rubbish throughout the servitude of the City of Cape Town as outlined in PS 8.2.4.	ha	
B	PS 8.2.6.	Treating re-growth and new seedlings of bush and scrub with systemic herbicide four times per annum, once every three months, where necessary to maintain control of previously treated areas including all labour, material, equipment etc. as specified. As outlined in PS 8.2.6.	ha	

(6) SUPPORTING SCHEDULES

Schedule 1: 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 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

By attaching such audited financial statements to **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	
-----	--	----	--

3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **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	
-----	--	----	--

4.1 If YES, furnish particulars below

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

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

Date

Schedule 3: Preference Schedule

1 Definitions

The following definitions shall apply to this schedule:

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

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

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

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

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

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

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

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

Consortium or Joint Venture: An association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

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

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

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

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

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

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

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

Person: Includes a juristic person.

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

Price: Includes all applicable taxes less unconditional discounts.

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

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

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

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

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

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

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

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

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

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

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

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

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

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

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

- 9) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

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

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

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

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

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

where:

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

P* = Value of the contract

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

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

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

where:

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

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

P^* = Value of the contract

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

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

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

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

Table 1: Level of Contribution

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

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

5 Declarations

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

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

☐

Note:

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

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

Signature

Date

Name (PRINT)

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

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

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

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

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

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

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

(a) a member of –

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

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

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

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

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

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

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

Schedule 5: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

the City's anti-corruption hotline at 0800 32 31 30 (toll free)

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

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

Date

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

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

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

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

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

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

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

Date

Schedule 7: Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

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

Date

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

Pricing Instructions:

- 8.1 The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all tenderers.
- 8.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared nonresponsive.
- 8.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 8.5 Any claim for an increase in the Contract price shall be submitted in writing to the:
Director Supply Chain Management, City of Cape Town,
P O Box 655, Cape Town, 8000 or
by email to: CPA.Request@capetown.gov.za
prior to the month upon which the price adjustment would become effective.
- 8.6 The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.
- 8.7 When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- 8.8 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 contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the CCT within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.
- 8.9 **Price Adjustment Mechanism:**
 - 8.9.1 The Contract Price as per GCC shall remain **Firm** for the first 12 months (from date of commencement) and no claims for contract price adjustment will be considered for the first 12 months of the contract period subject to the provisions in the price schedule.
 - 8.9.2 Subject to 9.9.1. Above, Contract Price Adjustment will be applicable as from commencement of the 13 month of the contract period. Tenderers shall be entitled to claim contract price adjustment as follows:
 - 8.9.3 **90%** of the tendered price will be subject to adjustment **annually** based on the **average** Consumer Price Index (CPI) as follows:
 - 8.9.4 **From start of 13th month to the end of the 24th month:** Subject to contract price adjustment in accordance with the Consumer Price Index (P0141–Table B). Base month for the price adjustment shall be two (2) calendar months prior to the date of commencement. The end month shall be two (2) calendar months prior to the 13th month.
 - 8.9.5 **From start of 25th month to end of the contract:** Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141-Table B). Base month for the price adjustment shall be two (2) calendar months prior to the 13th month. The end month shall be two (2) calendar months prior to 24th month.
 - 8.9.6 The average CPI calculated, the base month to the end month (both included) divided by the number of months.
 - 8.9.7 The claim will be based on the average between the “base month” and the “end month” e.g.: $7+6+9+6$

= 28 (28/4) = 7 therefore the claim will be 7%.

8.9.8 **10%** of the rate will remain fixed.

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender [194S/2022/23 TENDER DESCRIPTION: REPAIR AND MAINTENANCE OF THE CITY OF CAPE TOWN'S RAILWAY SIDINGS FOR (SIX AREAS NAMELY) EPPING 1 AND 2, SACKS CIRCLE, ATLANTIS INDUSTRIAL, VISSERSHOKLANDFILL SITE, ATHLONE REFUSE TRANSFER STATION AND N'DABENI] in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

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

Signature

Date

Name (PRINT)

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

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

Schedule 10: Local Content Declaration / Annexure C

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

Preamble

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the Electrical and Telecom Cable sector.

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2 Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such bids with the specific bidding condition that only locally produced goods with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by Nedbank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods Stipulated minimum threshold

Rail Permanent Way **90%**

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Tenderers must submit proof of the Nedbank rate(s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the CCT provide directives in this regard.

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
(Cont'd)(AS PER ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - i. the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:

DATE: _____

WITNESS No. 1

DATE: _____

WITNESS No. 2

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	194S/2022/23		
(C2)	Tender description:	Tender Description: Repair and Maintenance of the City of Cape Town's Railway Sidings for (Six Areas Namely) Epping 1 and 2, Sacks Circle, Atlantis Industrial, Vissershok landfill site, Athlone Refuse Transfer Station and N'dabeni		
(C3)	Designated product(s)	Rail Permanent Way		
(C4)	Tender Authority:	City of Cape Town		
(C5)	Tenderer Entity name:			
(C6)	Tender Exchange Rate:	Pula		EU
(C7)	Specified local content %	100		

Note: VAT to be excluded from all calculations

		Calculation of local content					
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value of net exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
A	Stone ballast according to S406 Spec						
B1	Stocks and guards 5,296/3,429 metres.						
B2	Left or right crossings 5,347/3,429 metres.						

Tender summary			
Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

TENDER NO: 194S/2022/23

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
B3	Stocks and switches 7,163/4,064 metres.							1			
B4	Straight leads 10,398 metres							1			
B5	Curved lead 10,436 metres							1			
B6	Straight closure 8,247 metres							1			
B7	Curved closure 8,166 metres							1			
B8	Connecting rods.							1			
B9	Pull rods E366.							1			
B10	Crossing and heel bolts							1			
B11	Counterweight and arm.							1			
B12	Kick over lever.							1			
C1	Curved vertical and guard rail							1			
C2	Bumping beam and fittings							1			
C3	Timber bumper block and fittings.							1			
D1	2,1 metres x 250mm x 125mm.							1			
D2	2,4 metres x 250mm x 125mm.							1			
D3	2,7 metres x 250mm x 125mm							1			
D4	3,0 metres x 250mm x 125mm							1			
D5	3,4 metres x 250mm x 125mm							1			
D6	3,7 metres x 250mm x 125mm							1			

TENDER NO: 194S/2022/23

		Calculation of local content					
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
D7	4,2 metres x 250mm x 125mm.						
D8	Concrete siding sleeper						
E	Coach screws Type A						
F1	Pandrol 'e' spring clips .						
F2	Pandrol anti-vandal spring clips.						
F3	Pandrol anti- vandal spring clip sleeves						
G1	Concrete siding sleeper, gauge clips type A.						
G2	Concrete siding sleeper, gauge clips type B.						
G3	Concrete siding sleeper, gauge clips type C.						
G4	HDPE-pads for concrete sleepers.						
H1	Fish plates (Flat type) to suit 40kg rails						
H2	Fish plates (Flat type) to suit 48kg rails.						
H3	Fish bolts, nuts and spring washers to suit 40 kg rails						
H4	Fish bolts, nuts and springwashers to suit 48 kg rails.						
I1	Siding number board.						
I2	Whistle board.						
I3	Speed restriction board.						
J1	R2 boards						
J2	R1 boards						

Tender summary			
Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)
1			
1			
1			
1			
1			
1			
1			
1			
1			
1			
1			
1			
1			
1			
1			

TENDER NO: 194S/2022/23

Calculation of local content							
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
J3	W318 boards						
J4	W403 boards						
J5	W404 boards						
J6	No dumping sign boards						
J7	Dia 75 mm wooden poles						
K	"Thermit" or other equal and approved patent welding system for welding together ends of 40 or 48 kg rails.						
L	Crossing slab blocks 650mm 2m L planks						
M	450 Half Round Channel						
N	Turnout/ Point locks or clamps						

Tender summary			
Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)
1			
1			
1			
1			
1			
1			
1			
1			

(C20) Total tender value R

(C21) Total Exempt imported content R

(C22) Total tender value net of exempt imported content R

(C23) Total Imported content R

(C24) Total local content R

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

Schedule 11: Price Basis for Imported Resources

NOT USED

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

NOT USED.

Schedule 13: List of other documents attached by tenderer

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

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

Attach additional pages if more space is required.

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

 Date

Schedule 14: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

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

The following information shall be provided with the Tender:

- a. Tenderer's track record.
- b. CVs stipulating work period, roles and responsibilities in the position and qualifications of the following key personnel (refer to Clause 5.2 of the Specification):
 - i. On Site Construction Manager
 - ii. Track Inspector
 - iii. Track Master
 - iv. Track Welder
 - v. Patrolman
 - vi. Pest Control Officer (PCO) |

SIGNED ON BEHALF OF TENDERER:

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 77 of 66

TENDER NO: [194S]/2022/23

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

CONTRACT PERIOD: FROM COMMENCEMENT FOR A PERIOD NOT EXCEEDING 36 MONTHS

VOLUME 3: DRAFT CONTRACT

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

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

VOLUME 3: DRAFT CONTRACT

(7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

- 1.21 'Purchaser' means the **City of Cape Town**. The address of the Purchaser is **12 Hertzog Boulevard, Cape Town, 8001**.

Add the following after Clause 1.25:

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

3. General Obligations

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

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the

contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

3.5 The supplier shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:

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

3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required

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

3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;

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

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

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

3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period

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

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

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

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

3.6 The purchaser shall:

3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.

3.6.2 Make payment to the **supplier** for the goods as set out herein.

3.6.3 Take possession of the goods upon delivery by the supplier.

3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.

3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.

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

- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

The ownership of data and factual information collected by the supplier and paid for by the purchaser shall, after payment, vest with the purchaser

- 5.6 **Publicity and publication**
The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.
- 5.8 **Intellectual Property**
- 5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
- 5.8.3 The supplier shall, and warrants that it shall:
- 5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
- 5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
- 5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
- 5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;
- 5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;

unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

- 5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.
- 5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

Delete clause 7.1 to 7.4 and replace with the following:

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.
- 10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
 - b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
 - c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

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

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

15. Warranty

Add to Clause 15.2:

- 15.2 This warranty for this contract shall remain valid for **six (6) months** after the goods have been delivered.

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

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

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

- 17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable:

As per Schedule 8

- 17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is

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

17.5.1 Adjustment for variations in rates of exchange:

- (a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
- (b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
- (c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.
- (d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.
- (e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled "**Price Basis for Imported Resources**".
- (f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.
- (g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.
- (h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "**Price Basis for Imported Resources**", then the value in column (A) shall be used.

17.5.2 Adjustment for variations in customs surcharge and customs duty

- (a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "**Price Basis for Imported Resources**" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- (b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the goods, extension of the duration or expansion of the value of the contract that the purchaser issues to the supplier as instructions in writing, subject to prior approval by the purchaser's delegated authority. Should the supplier deliver any goods not described in a written instruction from the purchaser, such work will not become due and payable until amended order has been issued by the purchaser.

20. Subcontracts

Add the following after clause 20.1:

- 20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if 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 CCT and the subcontractor, or a responsibility or liability on the part of the CCT 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 the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 Days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.

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

The purchaser shall notify the supplier in writing of his decision(s) in the above regard.

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

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or performance.

The penalty for this contract shall be **R1000.00 per day**

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
- 23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
- 23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.
- 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- 23.8.5.1 reports of poor governance and/or unethical behaviour;
 - 23.8.5.2 association with known family of notorious individuals;
 - 23.8.5.3 poor performance issues, known to the Employer;
 - 23.8.5.4 negative social media reports; or
 - 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..
- 23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
- 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

Amend clause 27.1 as follows:

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(c), arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The **VAT registration** number of the City of Cape Town is **4500193497**.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

35.1 The supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications. Any failure in this regard may result in a delay in the processing of any payments.

(8) GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

8. Inspections, tests and analyses

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

14. Spare parts

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

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY

FORM OF GUARANTEE / PERFORMANCE SECURITY

Not applicable

ANNEXURE**LIST OF APPROVED FINANCIAL INSTITUTIONS**

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

National Banks:

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

International Banks (with branches in SA):

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

Insurance companies:

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

(10) FORM OF ADVANCE PAYMENT GUARANTEE

ADVANCE PAYMENT GUARANTEE

Not Applicable

(10.1) ADVANCE PAYMENT SCHEDULE

Not Applicable

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

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

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

I, , representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

Mandatory

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

 Witness

 for and on behalf of
 City of Cape Town

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

Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 194S/2022/23

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

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)**1. GENERAL**

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.

The Contractor is to review and implement measures for the safety management, hygiene & health procedures, protocols and practices, informing employees, monitoring and compliance with all Governmental Decrees regarding the management of COVID-19. Specific requirements are contained within both the Health & Safety Specification and the Environmental Specification. However, no work will be permitted on site until suitable proposals for the management of COVID-19 have been included in the Safety Plan.

The “Contractor” and the “contractor” is the same persona as the ‘supplier’ defined under Clause 1.26 of the Special Conditions of Contract.

1.1. DESCRIPTION OF SITES AND ACCESS

This contract is for the maintenance of the City of Cape Town’s Railway 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
145432	Epping 1 and 2 Industrial Access will be off Bofors and Gunner’s Circle.	PRASA	Transnet Freight Rail (TFR)
140457	Sacks Circle Access will be off Sacks Circle (Bellville)	Transnet Freight Rail (TFR)	Transnet Freight Rail (TFR)
147737	Atlantis Industrial sites Access will be off Neil Hare Rd	Transnet Freight Rail (TFR)	Transnet Freight Rail (TFR)
145416	Vissershok landfill site. Access will be off Frankdale Rd Ex N7	Transnet Freight Rail (TFR)	Transnet Freight Rail (TFR)
141844	Athlone refuse transfer station, Access will be off Bhunga Road Ex N2	PRASA	Transnet Freight Rail (TFR)
142441	N'Dabeni Access will be off Inyoni street, exit from Old Mill Road.	PRASA	All sidings dormant, no train movements.

2. INTERPRETATIONS**2.1. Supporting specifications:**

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

- 2.1.1.SANS 3000-2-2: Technical requirements for engineering and operational standards – Track, civil and electrical infrastructure.

2.1.2.SANS 3000-2-2-1, Railway safety management – Part 2-2-1: Technical requirements for engineering and operational standards – Track, civil and electrical infrastructure – Level crossings.

2.1.3. SANS 3000-4, Railway safety management – Human factors management.

2.1.4.Further to the supporting specifications, attention is drawn to the standards applicable to SANS 1200 A General and SANS 1200NB Railway sidings.

2.1.5.In addition, SANS 1200 C Site clearance and SANS 1200 DN Earthworks (railway sidings) is applicable.

2.2. Definitions:

2.2.1. Where ever the name SAR, South African Transport Services (SATS) or Spoornet is used in the documents, reference is made to Transnet Ltd.

2.2.2.Where ever 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).

2.2.3.Where clauses of the Project Specification are referred to elsewhere in the documents, the clauses of the Project Specification shall be preceded by the pre-fix 'PS'.

2.2.4.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

3. MATERIALS

Further to SANS 1200 NB, section 3 (Materials), the following additional requirements are applicable:

3.1. 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.

3.2. Rails (SANS 1200 NB, clause 3.2.2):

The rail mass is 40 or 48kg/m standard Transnet Ltd. sections.

3.3. Sleepers and Crossing Timbers and Bearers (SANS 1200 NB, clause 3.2.6):

3.3.1.All sleepers used for the Works shall be approved by the Engineer or his deputy and must conform to Transnet SOC specifications, before such sleepers are used.

3.3.2.Sleepers of the same type shall be used for spot re-sleepering or as otherwise directed by the Engineer.

3.3.3.Concrete siding sleeper-producing factories must be ISO accredited and concrete sleepers shall be of the siding type as approved by Transnet Freight Rail.

3.4. Wood sleepers and crossing timbers (SANS 1200 NB, clause 3.2.6.1):

3.4.1.The Contractor is to state the species of hardwood timber to be used in the replacement of sleepers.

3.5. Fishplates (SANS 1200 NB, clause 3.2.7):

3.5.1.Fishplates shall suit the profiles of 40 kg/m or 48 kg/m rails.

3.5.2.Fishplates to have a minimum of four holes and must be fitted with bolts and nuts at all times.

3.5.3.Fishplate bolts and nuts shall suit fishplates for 40 kg/m or 48 kg/m rails.

3.5.4.Where ordered by the Engineer, fishplates shall be greased with Caltex number 2 graphite grease or similar.

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

3.6.1.Concrete sleepers shall accommodate “Pandrol” type ‘e’ fastenings with receptacles embedded in the sleepers. All such rail -to -sleeper fastenings shall be in accordance with the manufacturer’s specifications.

3.6.2.Where ordered by the Engineer, “Pandrol” type ‘e’ fastenings shall be replaced with “Pandrol” ‘antivandal’ fastenings and sleeves. “Pandrol” ‘anti-vandal’ fastenings shall be inserted at a rate of one sleeper with ‘anti-vandal’ fastenings followed by three sleepers with “Pandrol” type ‘e’ fastenings.

3.6.3.Second-hand coach screws shall be allowed only with the approval of the Engineer.

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

3.7.1.New turnouts are to be constructed with new rails.

3.7.2.When required by the Engineer to rebuild a turnout, the Contractor shall use all or most of the existing material contained in the turnout.

3.8. 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.

3.9. Track welding for wheel spin burns or other rail wear:

3.9.1.Welding rods for wheel spin burns shall be of type: 5mm “Super weld 350” or 5mm “Oerlikon 350” or similar.

3.9.2.Welding rods for chrome manganese rails shall be of type: 5mm “Afrox CrMn” or similar.

3.9.3.Welding rods for turnouts shall be of type: 5mm “Super weld 452” or similar.

3.9.4.Welding rods for chrome manganese turnouts shall be of type: 7018 “Low Hydrogen” or similar.

3.10. Welding of rail joints with the exothermic process:

Material for the exothermic or other equal approved welding process shall comply with the Manufacturer’s specifications. Further to SANS 1200 DN, section 5 (Construction), the following additional requirements are applicable:

3.11. Earthworks (SANS1200 DN 3):

In places where the existing track work is supported by unsuitable earthworks formation, the Contractor shall (if so ordered) remove such unsuitable material and replace it with approved imported material in accordance with the specifications.

Further to SANS 1200 C, section 3 (Materials), the following additional requirements are applicable:

3.12. Site clearance (SANS 1200 C 3):

- 3.12.1. The Contractor shall treat bush over the entire area of the siding rail reserves with systemic herbicide during the months of February to April inclusive, to eradicate mainly Port Jackson bush (both re-growth and new growth). However, seeds already in the ground may germinate and require further treatment with systemic herbicide.
- 3.12.2. 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) for approval by the City of Cape Town's Horticulturist.

The list shall indicate:

- a). Trade name;
- b). Generic name;
- c). Registration Number;
- d). Ingredients (type and content) as shown on the label; and
- e). Application rates

Where herbicides are to be used for stump treatment it is a requirement that a suitable colourant be added to the herbicide or that an herbicide containing a colourant be used. Detail of the colourants, and with which products they are to be used, must be provided for approval.

A description of the methods to be used for controlling the vegetation must be provided. Where herbicides are to be used the description and rate of application of chemicals, design mixtures, the precautions to be taken to prevent damage of adjacent vegetation, and any other relevant information must be given.

The methods of vegetation control, description and rates of herbicidal application submitted shall serve as the minimum basis for estimating performance and vegetation control by the Contractor. The Contractor shall not depart from the methods of vegetation control or minimum herbicide usage tendered, without approval from the City of Cape Town's Horticulturist.

- 3.12.3. The Contractor shall dispose of all cut vegetation and windblown rubbish from the railway siding reserve at approved City of Cape Town's dump sites.
- 3.12.4. The Contractor shall maintain all property access roads and walkways inside the railway siding reserve for shunting and emergency operations. The rail maintenance access/ service roads shall have a minimum width of 4.0 m.

3.13. Level Crossing Blocks

- 3.13.1. Level crossing blocks consist of 24 blocks (650mm) and 4 L planks (2m) per crossing.
- 3.13.2. Level crossing manufacturer must hold accredited product certification such as the relevant SANS standard and the product must be approved by Transnet.

3.14. 450 Half Round Channel

- 3.14.1. Half round channels are used anywhere where there is excessive runoff water along the railway line.
- 3.14.2. 450 Half Round Channel manufacturer must hold accredited product certification such as the relevant SANS standard and Channel sizes must not be less than 450mm and 1.2m (width and length).

3.15. Ballast

- 3.15.1. New ballast supply must comply with Transnet specification for the supply of ballast (S406). Any ballast delivered directly from quarry stockpiles shall have been accepted by the Engineer according to the requirements of this standard prior to delivery to the railway siding.

3.15.2. 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.

3.15.3. New Ballast must be delivered directly from the Quarry to the railway siding to avoid contamination with other materials and trucks used for transportation shall be clean and free from rubbish and substances that can foul or damage the ballast.

4. PLANT

Further to SANS 1200 NB, section 4 (Plant), the following additional requirements are applicable:

4.1.1. Further to clause 4.1.2, the welding of wheel spin burns and other rail wear shall be performed by a welding machine of type "Super weld 350" 100% duty cycle arc welder or similar.

4.1.2. Grinding of rails after welding shall be performed by a rail bound grinder that will ensure an even rail top surface on completion of the Works.

5. CONSTRUCTION / MAINTENANCE

Further to SANS 1200 NB, section 5 (Construction), and Part C3.6: Annex 2, the following additional requirements are applicable:

5.1. Safety (SANS 1200 NB 5.1.1):

5.1.1. The Contractor shall comply with the Occupational Health and Safety Act (Act no.85 of 1993) and in particular with its Construction Regulations, 2014.

5.1.2. 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".

5.1.3. 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.

5.1.4. 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.

5.1.5. 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.

5.1.6. In this regard the Tenderer shall submit with his tender, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the Works in accordance with the Act and Regulations.

5.1.7. The Health and Safety Plan referred to under PS 5.1.6, shall be available for inspection on Site at all times and must cover inter-alia the following:

- a) The safety management structure including the names of all designated persons.
- b) Safety method statements and procedures to be adopted to ensure compliance with the OHS Act:
 - Control of the movement of construction vehicles
 - The storage and use of materials

- The use of tools, vehicles and plant
- Security, access control and the exclusion of unauthorised persons
- c) Details of the Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- d) 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.
- e) Details of regular monitoring procedures to be performed.
- f) Details of regular liaison, consultation and review meetings with all parties.
- g) Details of Site security, welfare facilities and first aid.
- h) Details of site rules and fire and emergency procedures.
- i) Compliance with wayleaves, permissions and permits
- j) Safety equipment, devices and clothing to be employed

5.1.8. 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.

5.1.9. 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.

5.1.10. 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.

5.1.11. 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.

5.1.12. Reporting of Incidents: All incidents shall be reported strictly in accordance with the requirements of the OHS Act and the General Conditions of Contract.

5.1.13. 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.

5.2. Supervision, Contractor's staff, duties and general procedures (SANS1200 NB 5.2.3):

5.2.1. Staff employed:

5.2.1.1. The Contractor shall in the execution of this Contract employ an on-site Construction Manager as per Construction Regulations 2014.

5.2.1.2. The Contractor shall in the execution of this Contract employ, in addition to a Track Inspector, a Track Master, Welder and a Patrolman whose duties shall include those detailed below:

5.2.2. Patrolman and duties:

5.2.2.1. For the purposes of this Contract, a Patrolman shall be an experienced and competent person, who has performed Patrolman's duties on railway track work for several years, and who has been trained to recognise track defects and failures.

5.2.2.2. Duties shall include:

5.2.2.2.1. Patrolling at least once a month, or as directed by the Engineer, on foot the sidings throughout their length as covered by the Contract. Patrolling by bicycle or other means of transport will not be permitted.

5.2.2.2.2. Oiling and black-leading all turnouts and tumblers, and tightening all loose bolts and keys.

5.2.2.2.3. Examining and reporting on the track and formation of each siding carefully, paying particular attention to the following:

- a) Wear, lubrication and presence of loose fittings at turnouts and in track.
- b) Presence of obstruction to turnouts.
- c) Deterioration of sleepers caused by burning or damp rot.
- d) General line, level and gauge of the track.
- e) General condition of ballast for cleanliness
- f) Presence of any local washaways under track.
- g) State of cleanliness of all culverts, catch pits and table drains.
- h) Damage to stop blocks.
- i) Damage to warning signs and notices.
- j) Condition of derail safety devices.
- k) Anything else that may render the track unsafe for traffic or that may cause rapid deterioration to the condition of the track.

- 5.2.2.2.4. The patrolman shall report to his/her Supervisor as soon as it is detected, any emergency condition that may be unsafe for the safe passage of trains or which can cause damage to the property.
- 5.2.2.2.5. The patrolman shall within 24 hours report in writing the results of his/her inspections (emergencies as per PS 5.2.2.2.4 excluded) to his/her Supervisor for the necessary action to rectify any defects or failures.
- 5.2.2.2.6. All work that does not require the use of mechanical tools or the replacement of materials, such as the fastening of bolts and nuts will be carried out by the Patrolman whilst on inspection. The replacement of any material must be approved by the Engineer.
- 5.2.2.2.7. The Engineer shall confirm the report of the Patrolman in conjunction with Transnet's Private Siding Inspector before any orders for repairs are given.
- 5.2.2.2.8. The Patrolman's report is to be submitted to the Engineer in writing / electronically by the last working day of each calendar month. This report must contain the following: date, location, type of failure, corrective actions and possible cause.

5.2.3.Track Master and duties:

- 5.2.3.1. For the purposes of this Contract, a Track Master shall be an experienced and competent person who has received special training and obtained a Track Master Phase 3 Certificate, and who is capable of track laying, and has a good knowledge of Perway instructions and safe working procedures.
- 5.2.3.2. Duties shall include:
 - 5.2.3.2.1. Immediate rectification of any serious defects reported by the Patrolman and rectification of any other defects as soon as possible.
 - 5.2.3.2.2. Measuring the extent of the Works before rectification, 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.
 - 5.2.3.2.3. Assisting in measuring up the actual Works completed for payment purposes after each month's period with the Engineer. These measurements are to be taken separately or each siding and submitted to the Engineer for certification. The Engineer will submit an approved and certified Contractor's invoice to the Employer for payment purposes.
 - 5.2.3.2.4. Carrying out quarterly inspections, on foot of the sidings, throughout their lengths to check on the condition of the track as reported by the patrolman and to check for any defects present in addition to those reported by the patrolman.
 - 5.2.3.2.5. Ensuring that all the necessary actions and precautions are taken to the satisfaction of Transnet SOC. and the Engineer for the protection of property, train movements, workers and materials during the execution of the Works.
 - 5.2.3.2.6. 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.

5.2.4.Track Inspector and duties:

- 5.2.4.1. For the purposes of this Contract, a Track Inspector shall be deemed to be an experienced and competent person, who has qualifications and experience equivalent to at least those of a Permanent Way Inspector of Transnet SOC or PRASA.
- 5.2.4.2. Duties shall include:
 - 5.2.4.2.1. Accompanying the Track Master at least once every three months to check the quality of the Works completed, and the condition of the railway tracks.
 - 5.2.4.2.2. Verifying the quality of the Track welder and accompanying the Engineer during Site visits.
 - 5.2.4.2.3. Stopping the movement of trains when notified by the Patrolman, notifying the Track Inspector (Transnet SOC) and the Engineer.
 - 5.2.4.2.4. Verifying for each siding the quantities and measurements for payment purposes with the Engineer during the monthly site visits.

5.2.5.Track welder and duties:

- 5.2.5.1. For the purposes of this Contract, a Track welder shall be experienced and competent to perform all aspects of track welding by supplying a general track welding service, and who has qualifications and experience equivalent to at least a Trade hand (level 4) of Transnet SOC or PRASA.
- 5.2.5.2. Duties shall include:
 - 5.2.5.2.1. Repair of skid marks and wheel-spin burns.
 - 5.2.5.2.2. Repair of crossings and switch blades.
 - 5.2.5.2.3. Repair and building-up of wing rails on turnout sets.
 - 5.2.5.2.4. Repair of battered rail ends.
 - 5.2.5.2.5. Exothermic joint welding.
 - 5.2.5.2.6. General welding and grinding work as required preventing theft and vandalism.

5.2.6.Senior Track Helper (Flagman) and duties:

- 5.2.6.1. A minimum of 3 flagmen per construction/maintenance team shall be required.
- 5.2.6.2. Certification of flagmen in terms of requirements must be arranged by the Contractor with Transnet SOC and/or PRASA. The costs hereof shall be included in the rates tendered.
- 5.2.6.3. The Contractor shall provide all equipment required for flagmen duties.
- 5.2.6.4. Flagmen shall be retested as required by Transnet SOC and/or PRASA.

5.2.7.On-Site Construction Manager duties.

- 5.2.7.1. The duties of the On-Site Construction Manager are as per Construction Regulations 2014.

5.2.8.Pest Control Officer (PCO)

- 5.2.8.1. A qualified (Pest Control Officer) PCO is required to do the required herbicide control under the contract.
- 5.2.8.2. Any person who for reward OR in the course of a business, industry or trade uses an agricultural remedy must register as a Pest Control Operator in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947). Certificate of Registration is required to be submitted with your bid submission.

5.2.9. Proof of qualifications and experience:

- 5.2.9.1. The Tenderer shall as part of his/her tender supply proof of qualifications and experience for the Onsite Construction Manager, Patrolman, Track Master, Track Inspector, Track welder and PCO.
- 5.2.9.2. The Contractor shall keep proof of qualifications and experience for the On-site Construction Manager, Patrolman, Track Master, Track Inspector, Track welder and PCO on the Site file.

5.2.10. General

- 5.2.10.1. The contractor will be required to perform any maintenance and/or construction work for on-track and off-track work, in accordance with the Manual of Track Maintenance (2016) and these manuals appendices.
- 5.2.10.2. The Contractor shall ensure he is familiar with the E10 (General Specification for Railway Track work) and all its appendices.
- 5.2.10.3. The contractor must provide all Safety Critical Grades (SCG) as determined by the Railway Safety Regulator (RSR), consisting of the following:
- A qualified Track Inspector in possession of a valid Track Master Certificate from Transnet School of Engineering (TSE) and previous appointment letter by either Transnet or PRASA/ Metrorail;
 - A qualified Track Master(s) in possession of a valid Track Master Certificate from Transnet School of Engineering (TSE);
 - 3 (three) qualified Track helpers (Flagmen) in possession of a valid Flagman Certificate from Transnet;
 - A qualified Track Welder in possession of a valid Track Welder Certificate from TSE;
 - A Perway Team (Track workers) to successfully execute the works; and
 - All drivers transporting Staff must have a valid code 10 license and PDP (Public Drivers Permit).
- 5.2.10.4. Any other work arising out of or incidental to the above or required of the Contractor for proper completion of the works in accordance with the true meaning and intent of the contract documents.

5.2.11. Railway Safety Regulator (RSR) Compliance - Monthly Regulatory Meetings & Reporting

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:

1. Toolbox talks – Supply proof of the toolbox discussion to the Engineer;
2. Health & Safety and Environment - risks to safety associated with the physical working environment or working conditions are managed on site;
3. Training/Awareness and Competence Management - the competency of workers undertaking high risk work (safety critical Grades) are managed;
4. 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;
5. Patrolman and Track Inspector Reports (see PS 8.2.1.1.)
6. Labour Report;
7. Incident Management, Reporting and Investigation - all accidents, incidents, and dangerous occurrences involving personal injury or plant and equipment damage must be reported;
8. 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;
9. Rail Intraface/ Interface Coordination – Discussion on how risks to safety that may arise from rail interfaces and intrafaces are managed.

5.3. Routine maintenance (SANS 1200 NB 5.2):

- 5.3.1. Once per annum the sidings shall be thoroughly overhauled throughout their lengths.
- 5.3.2. Gauge, line and cant shall be checked and corrected to conform to the geometric parameters shown in PS Part 6 -Tolerances. The track shall be measured at 5 meter intervals and plotted on a template shown in PS [Appendix A](#) before taking corrective actions. After corrective actions have

been taken, the track shall be re-measured and plotted on the template shown in PS [Appendix A](#) to ensure compliance to the A-Standard.

In addition, curve alignment shall be checked, measured at 5m intervals and plotted before and after corrective action on a template shown in PS [Appendix B](#). These templates shall be submitted with the payment claims for certification and quality control by the Engineer.

- 5.3.3. Clearances from adjacent tracks and fixed structures shall be checked and adjusted if necessary. Clearance markers, which can consist of second-hand concrete sleepers turned upside down and laid level with the formation, shall be laid where the distance between the centre lines of converging tracks are 3.45 m. The upper surface of the clearance marker and the webs of the adjoining rails opposite the clearance markers shall be painted with enamel based white gloss paint to serve as a point of reference.
- 5.3.4. Sleepers shall be checked and tested for soundness, and defective sleepers shall be replaced with wooden or concrete sleepers according to specifications and as directed by the Engineer. Steel sleepers may only be used with the written permission of the Engineer.
- 5.3.5. All rail and sleeper fastenings (including coach screws), shall be checked for tightness and tightened, and for defects, and all defective fastenings shall be replaced with either new fastenings or fastenings of such a grade as will comply with Transnet SOC's specifications.
- 5.3.6. All other materials shall be checked for excessive wear and all materials needing replacements shall be recorded and reported in writing to the Engineer.
- 5.3.7. All turnouts shall be inspected for wear and correct clearances and shall be overhauled to ensure efficient and safe operation. The turnout will be measured and plotted on a template shown in PS [Appendix C](#) before any corrective action takes place. Measurements shall be plotted after corrective actions to ensure compliance to the A-Standard. These templates shall be submitted with the payment claims for certification and quality control by the Engineer. In addition, all spiked turnouts shall be inspected to ensure securing of turnout blades with a fishplate and two 'A' coach screws. Missing of loose material for spiking shall be rectified immediately and the train control centre / traffic controller must be notified accordingly.
- 5.3.8. The running top and sides of rails shall be checked for excessive wear. If necessary rails can be reversed in their lengths or changed with the opposite rail to comply with rail wear specifications, failing which new or second hand rails shall be used for replacement.
- 5.3.9. Ballast shall be cleaned and re-boxed to correct line and top as required, including adding ballast where necessary.
- 5.3.10. Catch water, table drains, inlets and outlets to stormwater culverts shall be thoroughly cleaned as required – see elsewhere for Earthworks.
- 5.3.11. The formation and track shall be weeded and cleared of all foreign matter, including the removal of all obstructions to turnouts, tracks and lying loose next to the tracks– see elsewhere for Site Clearance.
- 5.3.12. All stop blocks, clearance markers, derail or safety devices, and turnout tumbler switches shall be painted enamel based white gloss paint.
- 5.3.13. All signs and notice boards shall be repaired and painted in accordance with the specifications.
- 5.3.14. All sets to be maintained on lines currently in operation, shall be numbered 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.
- 5.3.15. The reporting of maintenance works shall be per turnout and lots. Lots are indicated from turnout to turnout, fixed point to fixed point or fixed point to turnout as shown on diagrams for each siding. Diagrams shall be handed to the Contractor at the commencement of the contract.

5.3.16. Once per annum, if required, the flange gaps on the sidings, fitted with track slabs, shall be thoroughly cleaned throughout their lengths and all soil and foreign objects removed to the engineer's approval. All defective material replaced and the full extent of all maintenance Works completed shall be reported on with the payment claim for verification and quality control by the Engineer. These payment claims and reporting, as well as the maintenance program for the following month, shall be submitted to the Engineer by the last working day of each calendar month.

5.4. Ad-hoc repairs (SANS 1200 NB 5.2):

5.4.1. Ad-hoc repairs shall encompass all maintenance and construction Works where labour in conjunction with material is used. Measurement and Payment to the Schedules 7 and 8

5.4.2. Ad-hoc repairs shall include Works under routine maintenance requiring material replacement, emergency repairs (including theft and vandalism of permanent way materials (PWM), derailments and wash ways), rationalization of siding track layouts and re-building. The items scheduled under Adhoc repairs are shown in Schedules of Quantities 7 and 8. Schedules 7 and 8 may therefore not be activated in full if not used.

5.4.3. Ad-hoc repairs as shown in Schedules of Quantities 7 and 8 shall be directed by the Engineer and no Works shall commence without the Engineer's approval.

5.4.4. Establishment will be compensated monthly based on the number of sites at which works take place.

5.5. Greasing of fishplates (SANS1200 NB 5.2.6):

Greasing of fishplates shall include the removal of the bolts and nuts, the cleaning of fishplates and rail, greasing of the contact surfaces and the reassembling of the fish plated joints.

5.6. Lifting, Tamping and Ballasting (SANS 1200 NB 5.2.9):

5.6.1. Where ordered by the Engineer, ballasting shall comprise the removal of existing ballast from below sleeper to formation level, lifting the track by an amount sufficient to absorb 700 m³ of stone ballast per kilometre, boxing in and dressing the ballast profile to specifications, tamping of sleepers to achieve geometric specifications.

5.6.2. Where the Contractor cannot lift the track, such as under bridges or through level crossings, the Contractor will be required to remove all permanent way materials and ballast, clean or replace the ballast with new ballast and re-assemble all permanent way materials to specification.

5.6.3. At level crossings, the Contractor shall provide flag-men at all road deviations and restrictions caused by the Works. In addition, coloured flags, lights barriers or notices shall be required and displayed for the efficient control of road traffic using such deviations or restrictions.

5.6.4. At public level-crossings the Contractor shall break up such crossings and immediately after completion of ballasting re-instate the crossing to at least the same condition as originally existed.

5.7. Signs and notice boards (SANS1200 NB 5.2.15):

5.7.1. The Contractor shall be responsible for the maintenance of all signboards and notices, such as siding number boards, whistle boards, speed restrictions boards, crossing signs, etc., which are erected along the siding or near points where sidings cross public roads.

5.7.2. The Contractor shall supply from time to time any replacement signs required, correctly painted, and erect these in accordance with the specifications.

5.7.3. All sign posts will be erected on diameter 75 mm treated timber poles planted 600 mm deep with a concrete cover of 300mm.

5.8. Disposal of replaced materials (SANS 1200 NB 5.3):

5.8.1. The Contractor shall dispose and remove from site all replaced permanent way materials. All released permanent way materials shall be returned to a place of safe keeping.

5.8.2. Replaced wooden sleepers shall not be burnt on Site or anywhere within smoke controlled areas.

5.8.3. Disposal including levelling of surplus material (i.e. fouled ballast) inside the railway siding servitude will be regarded as freehaul. Redundant ballast, including spoil, should not be left on site or in the rail siding. The Engineer shall determine the disposal method based on the level of ballast contamination and the ballast spoil shall be transported and disposed of at an appropriate waste facility in accordance with the relevant environmental legislation.

5.9. Welding (SANS1200 NB 5.2.6):

5.9.1. Welding of components to prevent theft and/or vandalism:

5.9.1.1. Weld rail and/ or sleeper fastenings to prevent theft and/or vandalism as indicated by the Engineer. In addition, both sides of the three pins and the counterweight bolt on switch boxes shall be welded as by the Engineer.

5.9.1.2. Welding shall be 20 millimetres long and welded with at least a five-millimetre rod on a welding machine capable of generating 350 amperes.

5.9.1.3. Welding of Turnout/ Point locks or clamps to prevent theft/ vandalism and to protect the siding track designated dormant against accidental switch opening of on hand thrown siding switches. One side of the bolt shall be welded (if a standard padlock not supplied) as determined by the Engineer.

5.9.2. Welding and repairing of wheel-spin burns or rail crown damage.

5.9.2.1. Wheel-spin burns shallower than 1mm shall be repaired by grinding alone.

5.9.2.2. Wheel-spin burns between 1mm to 6mm (both inclusive) shall be repaired by grinding out of loose material, welding-up and final grinding.

5.9.2.3. Wheel-spin burns deeper than 6mm shall be replaced by inserting a closure rail of 4.2m minimum length. The closure rail shall match existing rail wear and be affixed with fishplates or "Thermit" welding as directed by the Engineer.

5.9.2.4. Wheel-spin burns shall be repaired under protection and total occupation between trains.

5.9.2.5. Preparation by track personnel:

- a) Slacks caused by wheel-spin burns shall be lifted out and tamped to correct alignment and level.
- b) Fasteners shall be loosened and rail pads removed from the sleepers over a distance of 1.2m on both sides of the wheel-spin burns to be repaired. (Rail pads are removed to avoid damage during preheating.)
- c) The minimum distance of loosened sleepers is important to allow counter sagging of the rail when preheated.
- d) Damaged sleepers, worn and round ballast shall be replaced.

5.9.2.6. Welding:

- a) No welding shall be done in rain
- b) Welding repair of wheel-spin burns and crown damage shall be done by means of manual metal arc welding (MMAW, a constant current (CC) process) or flux-core arc wire (FCAW, a constant voltage (CV) process).

5.9.2.7. Final grinding:

- a) Final grinding shall be done after the sleepers on either side of the work place have been tamped and the rail has been cooled down to ambient temperature.

b) Before final grinding is done, the rail pads shall be in position fasteners be secured.

5.9.3.Preventative grinding to remove burrs:

- 5.9.3.1. All overlaps shall be removed as indicated by the Engineer, and a 13mm radius on the gauge corner shall be obtained on the following turnout components:
 - a) Guard stock rail.
 - b) Switch blades full bearing against the crown.
 - c) Closure rails in turnouts.
 - d) Wing rails and nose.
- 5.9.3.2. Any metal flow or sharp edges on the inside of switch blades which fit to the stock rail shall be removed.
- 5.9.3.3. Preventative grinding to remove burrs shall be repaired under protection and total occupation between trains.

5.9.4.Repairing battered rail ends:

- 5.9.4.1. The work load shall be determined by the Engineer.
- 5.9.4.2. Rail ends shall be measured separately on the running surface with a 1m straightedge to determine where the dipped or bend ends start.
- 5.9.4.3. The repair of battered rail ends by means of welding work shall be considered when the battering reaches 1mm in depth.
- 5.9.4.4. Mismatches up to 3 mm can be repaired by 1.5mm welding on one side and 1.5mm grinding on other side.
- 5.9.4.5. When mismatches become greater than 3mm, one of the rails shall be replaced as indicated by the Engineer.
- 5.9.4.6. Fishplates, rail pads and sole plates shall be removed before welding of rail ends commences. Grease and foreign matter shall be removed from the fishplates. Rusted surfaces at rail ends and elsewhere shall be brushed clean. The following to be checked during preparation:
 - a) Dipped ends removed.
 - b) Wear on fishplates.
 - c) Wear on rail crown.
 - d) Condition of bolts, nuts and spring washers.
 - e) Presence of oval or cracked holes.
 - f) Correct expansion gaps.
 - g) Sleeper condition and spacing.
 - h) Sufficient ballast stone.
 - i) Sleeper fastening are tight.
- 5.9.4.7 The following activities shall be performed after welding:
 - a) Fishplates cleaned.
 - b) Fishplates greased.
 - c) Fishplates transposed
 - d) Fishplates replaced (if required).
 - e) All bolts tightened.

5.9.4.7. Welding is similar as for the repairing of wheel-spin burns – see elsewhere in the documents.

5.9.4.8. Repairing battered rail ends shall be repaired under protection and total occupation between trains.

5.9.5.Repairing of switch blades:

- 5.9.5.1. The work load shall be determined by the Engineer.

- 5.9.5.2. Single break outs up to 150mm in length and 10 mm deep within the first 1m from the tip of the switch blade shall be repaired by welding and grinding in track.
- 5.9.5.3. Break outs longer than 150 mm over the first 1m from the tip of the switch blade shall be repaired in a welding work shop only.

5.9.5.4. Turnouts shall be tamped and aligned before any work is carried out on the switch blades.

5.9.5.5. Repairing of switch blades shall be repaired under protection and total occupation between trains.

5.9.6. Welding of rail joints with the exothermic process;

5.9.6.1. The work load shall be determined by the Engineer.

5.9.6.2. The preparation of track work, welding method and final grinding shall be in accordance with the specifications of the Manufacturer of the patent exothermic welding process.

5.9.6.3. Welding of rail joints with the exothermic process shall be repaired under protection and total occupation between trains.

5.9.7. Welding of turnout crossings and wing rails:

5.9.7.1. Welding repairs shall be done by means of arc welding (MMA constant current (CC)) or flux core arc wire.

5.9.7.2. The method of welding to be used on rail manufactured crossings is the Stringer Bead Method.

5.9.7.3. The method of welding to be used on 14% CrMn (mono) block crossings is the Staggered Method.

Further to **SANS 1200 DN, section 5 (Construction)**, the following additional requirements are applicable:

5.10. EARTHWORKS (SANS1200 DN 5):

5.10.1. The work load shall be determined by the Engineer.

5.10.2. In places where the existing track work is supported by unsuitable earthworks formation, the Contractor shall (if so ordered) remove such unsuitable material and replace it with approved imported material. Permanent way material and ballast shall be handled in accordance with PS 5.6. The Works shall be executed under protection and total occupation between trains.

5.10.3. Where directed by the Engineer, the Contractor shall clean out, trim and remove all excess soil or other blockages for the storm water to run freely in all water gullies, dish drains, open earth drains and stormwater culverts draining the City of Cape Town's sidings.

Further to SANS 1200 C, section 5 (Construction), the following additional requirements are applicable:

5.11. Site clearance (SANS1200 C 5):

5.11.1. Weeding of the formation shall mean the complete removal of all weeds, bushes, grass or other vegetation and maintain a weed free formation over the full width of the 6 metres wide, 3m on both sides of the centre line, of the track.

5.11.2. The Contractor shall cut down bush, scrub, grass and weeds down to ground level within the railway servitude, but excluding the formation width which is covered by PS 5.11.1. Other plant material such as grasses and herbaceous plants are to be trimmed down, but to remain alive to prevent soil erosion. On formation where track is not in use the vegetation must be controlled below rail level. For vegetation control diagrams see Appendix D sheets 1 to 7.

5.11.3. The bush over the entire area of the siding rail reserves shall be treated with systemic herbicide during the months of February to April and when required for a second time during the year, to eradicate mainly Port Jackson bush. This treatment is expected to eliminate re-growth. However, seeds already in the ground may germinate and require further treatment with systemic herbicide.

The methods of vegetation control, description and rates of herbicidal application submitted shall serve as the minimum basis for estimating performance and vegetation control by the Contractor. The Contractor shall not depart from the methods of vegetation control or minimum herbicide usage tendered, without approval from the City of Cape Town's Horticulturist.

5.11.4. Windblown rubbish shall be removed from the railway siding reserve, and will be anything unnatural that can be picked up and placed in a black refuse bag for example plastic bags, boxes, papers, etc.

5.11.5. The Contractor shall dispose of all cut vegetation and windblown rubbish from the railway siding reserve at approved City of Cape Town's dump sites.

5.12. Re-commission dormant track work and turnout sets.

5.12.1. Re-commission dormant track work will be as specified for routine maintenance PS 8.2.1. Ad-hoc repairs as per PS 5.4.1. and vegetation control to PS 5.11.1.

5.12.2. Re-commission dormant turnout sets will be as specified for routine maintenance PS 8.2.2. Ad-hoc repairs as per PS 5.4.1. and vegetation control to PS 5.11.1.

5.13. New Level Crossings Installation

5.13.1. The location for the new level crossing shall be determined by the Engineer.

5.13.2. New level crossing blocks installation include inspection of track materials and replace if required, 2m L planks Installation (4 per 4m crossing), Blocks Installation (24 blocks for per 4m crossing) and reinstate gravel surface. Inclusive lift and alignment of track on crossing. Replenishing ballast, Tamping, lifting and alignment of track to conform to track standards.

5.13.3. New level crossing shall be formed by the use of an approved Transnet concrete crossing panel.

5.14. Precast Concrete Drainage (Half Round Channels) Installation

5.14.1. The drainage work load shall be determined by the Engineer and shall be constructed to the line and level shown or calculated from the Drawings. Drainage construction is deemed to be part of earthworks.

5.14.2. Precast Concrete lining shall conform to the design profile of the drain and shall be provided as soon as possible after forming the drain.

5.14.3. Before placing any lining material, the foundation material (in-situ) shall be shaped and compacted to form a firm base for the lining Half Round Channels installation as per PS 5.14.1.

5.15. Installation of Bollards using Second-hand Concrete Sleepers

5.15.1. The tendered rate shall include full compensation for furnishing all materials and labour and for erecting the bollards, including backfilling with in-situ soil material, compaction and levelling of any surplus excavated material on site.

5.15.2. The tendered rate shall be for an excavation with dimensions: 0,5 m (length) x 0,5 m (width) x 1 m (depth)

5.15.3. Transportation of bollards to site from Atlantis railway siding

5.16. Removal/ Transportation of illegal dumping

5.16.1. The Contractor shall be responsible for Removal/Transportation of illegal dumping and dispose of all rubbish from the railway siding reserve at approved City of Cape Town's dump sites.

5.16.2. The tendered rate shall include through cleaning of the site (excavation and removal) and any stockpiles are generated during the removal works shall be loaded directly onto trucks for transport to the dumping site. In the event that removal is not possible, the material will be considered for re-use on-site by placement designated fill areas along the rail alignment, rather than off-site disposal.

5.17. LOT Numbering

5.17.1. LOT numbering of all active mainline siding tracks needs to be maintained with sleeper km markers every 50 m as and when directed by the Engineer to help maintenance personnel easily locate defects in the track. The rate shall cover all labour, transport, plant, tools, cleaning of sleeper, application of black (background) and white (numbering) gloss enamel paint on the sleeper and material required.

6. TOLERANCES

Further to SANS 1200 NB, section 6 (Tolerances), the following additional requirements are applicable:

6.1. The tolerances referred to in the table of permissible deviations (PD) shall be amplified by Tables A1 and A2 hereto when using a 10m chord at measuring points 5m apart:

TABLE A1: TOLERANCES ON TRACK GEOMETRY STANDARD

TYPE	METHOD	A	B	C	Per 500m portion	Per each set
<u>Vertical Alignment</u>						
Top-all track	Gauge measuring instrument	1:1000	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)		
<u>Horizontal Alignment</u>						
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	1:2000	1:500	1:360		10%

TABLE A2 – TRACK GAUGE

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	

- 6.2. **Cant (super elevation) on curves in yards shall not exceed 10 mm. On reverse curves where the intervening straight is less than 40 m, both rails on the track must be at the same level for a minimum distance of 6m between the two curves.**
- 6.3. **The squareness of sleepers shall not be out of square relative to the centre line of the track, by more than 25 mm for A Standard and 50 mm for B and C Standard lines, measured at the running edges of the rail crowns.**
- 6.4. **The dimensions of the ballast profile shall be as described in the Construction Standards for Private Sidings, Section 9, Annexure 9 Appendix E Sheet 1.**
- 6.5. **Rail grinding as described under welding elsewhere in the documents shall be done in such a manner that a 0.2mm feeler gauge may not enter underneath a 1m straightedge placed on the running surface of the rail.**
- 6.6. **The tolerances in Tables A1 and A2 hereto shall prevail over the standards specifications.**
- 6.7. **Further to SANS 1200 DN Section 6 (Tolerances), the following additional requirements are applicable for earth works inclusive of drainage repairs. A degree of accuracy II shall apply.**

7. TESTING

Further to SANS 1200 NB, section 7 (Testing), the following additional requirements are applicable:

- 7.1. **Inspection of the City of Cape Town's Sidings are carried out by Transnet annually or after ad-hoc repairs. Any defects reported by Transnet as a result of these inspections or otherwise shall be promptly rectified, but not later than 7 days since notification. Emergency work shall be attended to immediately or as dictated by the train service.**
- 7.2. **Testing of the track work will take the form of measuring before and after construction/maintenance and comparing to the parameters and tolerances mentioned elsewhere for compliance.**

7.3. The Contractor shall measure and mark the track at 5 metre intervals and indicate the kilometre distance at each 20m mark. The horizontal and vertical track alignment, and gauge shall be measured at each 5 m station and recorded as per PS 5.3.2. For turnouts, the procedure shall be as per PS5.3.7. Clearances at obstructions shall be checked in terms of the Section 9, Appendices A, B and D. The results shall be recorded and evaluated by the Contractor before handing them to the Engineer. On open lines this shall be done before the end of each day and prior to opening rail traffic. Final measurements shall be made no longer than 24 hours before final handover, or as detailed elsewhere.

7.4. The Contractor shall complete Works ready for taking over at the rates and quantities as specified.

The Contractor shall advise the Engineer in writing (stating kilometre distances) when it is considered that the Works have been completed (inclusive of the Contractor's inspection and measurements signifying compliance to specifications), and are ready for take-over by the Engineer.

The Engineer shall within 3 days of receipt of such notification, inspect the section in the company of the Contractor. The Engineer shall point out any defects to the Contractor, who shall record such defects in duplicate.

On completion of the inspection, both parties shall sign the record and the Engineer shall endorse the record signifying acceptance subject to the defects being remedied within a specified time, or that the Contractor shall remedy the defects and then ask for another inspection. The Engineer shall retain the original record.

Work shall only be taken over after it has been tested and found compliant to specifications by the Engineer.

7.5. At the start of any inspection by the Engineer, the Engineer may define a sample test portion of the section that the Contractor wants taken over. When inspection of that sample portion indicates defects at more than 5% of the number of measurements, the Engineer may abandon the inspection and will endorse the record accordingly. Before requesting another handover of that section, the Contractor shall re-inspect the section, and rectify all defects.

7.6. Testing of the track will be deemed to be successful, if all measurements are within the specified tolerances.

7.7. The Contractor will be relieved of all responsibilities for that portion of the Works after the Engineer has taken it over, except that latent **defects shall be rectified**.

8. MEASUREMENT AND PAYMENT

Further to **SANS 1200 A, 1200 C, 1200 DN AND 1200 NB, section 8 (Measurement and payment)**, the following additional requirements are applicable:

Preamble: The relevant SANS 1200 clauses referring to the payment rates are shown directly in the Schedules of Quantities and are not further elaborated upon hereunder. The unit of measurement is as shown in the Schedules of Quantities.

Where no applicable SANS 1200 clauses are available, reference shall be made to the Project Specification (PS) clauses as indicated.

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, inclusive of released materials.

8.1. PRICING SCHEDULE 1: GENERAL ITEMS:

8.1.1.The PRICING SCHEDULE is fully covered by SANS 1200 A as indicated.

8.1.2.No facilities on Site are required for the Engineer, and must not be priced in as part of Site establishment.

8.1.3.A site diary as well as a site instruction books, A4 triplicate type, must be available on site at all times.

8.1.4.Dumping of vegetation at approved City of Cape Town's dump sites will be compensated at the standard dumping rates at these sites on submission of proof of payment.

8.2. PRICING SCHEDULE 2: PERIODIC MAINTENANCE OF RAILWAY SIDING:

Further to SANS 1200 NB, section 8 (Measurement and Payment), the following additional requirements are applicable:

8.2.1.Fixed rate for periodic maintenance of sidings: The rate shall cover all labour, transport, plant and tools required for:

- a) All labour only items for inspection, measuring, reporting, tightening of loose rail and sleeper fastenings, correction of geometry and trimming of ballast as part of PS 5.3 (Replacement of materials inclusive of drain cleaning are covered under Schedules 7 and 8.)

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8.2.1.1. Fixed rate for Condition Inspection or Special Inspection of sidings by the Track Master: Rail track maintenance contractor must carry out inspections tasks to ensure that the rail track network is in good working order. Refer to Track Master and Track Inspector duties in PS 5.2.3 and PS 5.2.4. The rate shall cover all labour, transport, plant and tools required.

8.2.1.2. Fixed rate for Measurement Inspection of sidings by the Track Master: This measurement will take place monthly with the Engineer to confirm the actual works completed for payment purposes. Refer to Track Master and Track Inspector duties in PS 5.2.3 and PS 5.2.4. The rate shall cover all labour, transport, plant and tools required.

8.2.1.3. Fixed rate for Patrolman Inspection of sidings by the Track Master: Refer to Patrolman duties in PS 5.2.2.

The rate shall cover all labour, transport, plant and tools required.

8.2.2.Extra-over Item for maintenance of turnouts: The rate shall cover the items listed under PS. In addition, the labour, transport, plant, tools, provision, distribution and application of white gloss enamel paint shall be included in the rates as per PS 5.3.3. and PS 5.3.12.

8.2.3.Extra-over Item for maintenance of stop blocks: The rate shall cover the items listed under PS. In addition, the labour, transport, plant, tools, provision, distribution and application of white gloss enamel paint shall be included in the rates as per PS 5.3.12.

8.2.4.Cutting down bush, scrubs, grass, weeds and removal of windblown rubbish throughout the servitude of the City of Cape Town's sidings for at least four times per annum as directed by the Engineer: The rate shall cover all labour, transport, plant, tools and material required for complying with PS 3.12.2, PS 5.11.2, PS 5.11.4 and PS 5.11.5.

8.2.5.Weeding of the track formation to a 6-metre width (3m both sides from the track centre line) at least annually as directed by the Engineer: The rate shall cover all labour, transport, plant, tools and material required for complying with PS 3.12.2, PS 5.11.1 and PS 5.11.5.

8.2.6.Treating re-growth and new seedlings of bush and scrubs with systemic herbicide at least twice per annum where necessary or as directed by the Engineer to maintain control of previously

treated areas: The rate shall cover all labour, transport, plant, tools and material required for complying with PS 3.12.2 and PS 5.11.3.

8.3. PRICING SCHEDULE 3: PERIODIC MAINTENANCE OF RAILWAY SIDING:

Rates as for PRICING SCHEDULE 3.

8.4. PRICING SCHEDULE 4: PERIODIC MAINTENANCE OF RAILWAY SIDING:

Rates as for PRICING SCHEDULE 4.

8.5. PRICING SCHEDULE 5: PERIODIC MAINTENANCE OF RAILWAY SIDING:

Rates as for PRICING SCHEDULE 5.

8.6. PRICING SCHEDULE 6: PERIODIC MAINTENANCE OF RAILWAY SIDING:

Rates as for PRICING SCHEDULE 6.

8.7. PRICING SCHEDULE 7: LABOUR ONLY

With the exception of the items shown hereunder, the other items as listed in pricing Schedule 7 are covered by SANS 1200 payment rate clauses as indicated.

8.7.1. Replacement of sleepers: Further to SANS 1200 NB clause 8.3.8, the rate shall cover all labour, transport, plant, tools and material required for complying with PS 5.8.

8.7.2. Rail welding work:

8.7.2.1. Welding and grinding of wheel spin burn or rail crown damage: The rate shall cover all labour, transport, plant (see PS 4) and tools required for complying with PS 5.9.2. In addition, the rate shall include the provision and distribution of welding rods in accordance with PS 3.9.

8.7.2.2. Grinding of Burrs: The rate shall cover all labour, transport, plant and tools required for complying with PS 5.9.3.

8.7.2.3. Welding of battered ends: The rate shall cover all labour, transport, plant and tools required for complying with PS 5.9.4. In addition, the rate shall include the provision and distribution of welding rods in accordance with PS 3.9.

8.7.2.4. Welding both sides of the three pins and the counterweight bolt on switch box to inhibit theft: The rate shall cover all labour, transport, plant and tools required for complying with PS 5.9.1. In addition, the rate shall include the provision and distribution of welding rods in accordance with PS 3.9.

8.7.2.5. Building up crossings and wing rails of turnouts by welding: The rate shall cover all labour, transport, plant and tools required for complying with PS 5.9.7. In addition, the rate shall include the provision and distribution of welding rods in accordance with PS 3.9.

8.7.2.6. Repairing of switch blades by welding: The rate shall cover all labour, transport, plant and tools required for complying with PS 5.9.5. In addition, the rate shall include the provision and distribution of welding rods in accordance with PS 3.9.

8.7.2.7. Welding of rail joints with the exothermic process: The rate shall cover all labour, transport, plant and tools required for complying with PS 5.9.6.

8.7.2.8. Welding of fasteners (Bolts, screws, etc.): The rate shall cover all labour, transport, plant and tools required for complying with PS 5.9.1. In addition, the rate shall include the provision and distribution of welding rods in accordance with PS 3.9.

8.7.2.9. Removing of existing ballast, cleaning, storing and re-ballasting including adding new ballast as required Further to SANS 1200 NB clauses 8.3.3a), 8.3.9a), 8.3.9b) and 8.3.9c), the rate shall cover all labour, transport, plant and tools required for complying with PS 5.6.1 to meet ballast profile (i.e. Shoulder height, Crib height, Shoulder width and Ballast depth). The supply of new ballast is measured elsewhere.

8.7.2.10. The Contractor shall be responsible for Removal/ Transportation of illegal dumping and dispose of all rubbish from the railway siding reserve at approved City of Cape Town's dump sites in accordance with PS 5.16.

8.7.3. Earthworks:

8.7.3.1. Excavation of unsuitable material from mud holes, backfilling and repair of formation: The rate shall cover all labour, transport, plant and tools required for complying with PS 5.10.2. In addition, the rate shall cover the supply, transportation, distribution and compaction of imported materials.

8.7.3.2. Cleaning out, trimming where required of storm water channels and drains serving the sidings of the City of Cape Town. The rate shall cover all labour, transport, plant and tools required for complying with PS 5. 0.3.

8.7.3.3. Further to clause 8.7.3.2. 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. For the removal of unsuitable materials from flange gaps see PS 5.3.16.

8.7.4. Sign boards:

8.7.4.1. Maintenance of sign boards and notices: The rate shall cover all labour, transport, plant, tools and material required for complying with PS 5.3.13 and PS 5.7.1.

8.7.4.2. Replace siding number board: The rate shall cover all labour, transport, plant and tools required for complying with PS 5.7.2.

8.7.4.3. Replace whistle board: The rate shall cover all labour, transport, plant and tools required for complying with PS 5.7.2.

8.7.4.4. Replace speed restriction board: The rate shall cover all labour, transport, plant and tools required for complying with PS 5.7.2.

8.7.4.5. Replace crossing sign: The rate shall cover all labour, transport, plant and tools required for complying with PS 5.7.2.

8.7.4.6. Breaking up level crossing, inspection of track materials, replace if required and re-instate gravel surface: The rate shall cover all labour, transport, plant and tools required for complying with PS 5.6.2, PS 5.6.3 and PS 5.6.4.

8.7.4.7. Grease fishplates as specified: The rate shall cover all labour, transport, plant and tools required for complying with PS 5.5. In addition, the rate shall include the provision and distribution of grease in accordance with PS 3.5.4.

8.7.4.8. LOT numbering of all active mainline siding tracks and need to be maintained with sleeper km markers every 50 m to help maintenance personnel easily locate defects in the track. 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 for complying with PS 5.17.

8.7.5. Installation of sleeper fastenings:

8.7.5.1. Fitting anti-vandal Pandrol springs to sleepers: The rate shall cover all labour, transport, plant and tools required for complying with PS 3.6.2.

8.7.5.2. Fitting Pandrol 'e' spring clips to sleepers: The rate shall cover all labour, transport, plant and tools required for complying with PS 3.6.1.

8.7.5.3. Numbering of all turnout sets on sidings which accommodate traffic and need to be maintained: The rate shall cover all labour, transport, plant, tools and material required for complying with PS 5.3.14.

8.7.5.4. Installation of Turnout/ Point locks or clamps to prevent movement of blades on all turnout connected to dormant lines by locking them to the stock rails in a secure manner. The rate shall cover all labour, transport, plant and tools required and welding of Point locks bolts as measured under item number 5.9.1.3.

8.7.6. Precast concrete installation

8.7.6.1. New level crossing blocks installation, inspection of track materials and replace if required, 2m L planks Installation (4 per 4m crossing), Blocks Installation (24 blocks for per 4m crossing) and reinstate gravel surface. Inclusive lift and alignment of track on crossing and establishment of runouts to related track work in accordance with PS 5.13.

8.7.6.2. Installation of bollard using second hand concrete sleeper, excavation, including backfilling with the in-situ soil, compaction and levelling of any surplus excavated material on site in accordance with PS 5.15.

8.7.6.3. Installation of Half Round Channels, excavation, including backfilling with the in-situ soil, lining (Interlocking Joints), hand compaction and levelling of any surplus excavated material on site in accordance with PS 5.14.

8.7.7. Transportation of Materials

8.7.7.1. 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.

8.7.7.2. 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.

8.7.7.3. Transportation of Recycled Ballast from Atlantis to other Rail Sidings (the furthest distance is 68 km) by road trucks: the rate shall include cleaning (removal of fouling matters) in order to meet the contamination threshold levels that make it suitable for reuse, loading, transportation and offloading of ballast to conform to specifications in accordance with PS 3.15.

8.7.7.4. 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.

8.8. PRICING SCHEDULE 8: SUPPLY AND DELIVERY OF MATERIALS:

With the exception of the items shown hereunder, the other items as listed in Schedule 8 are covered by SANS 1200 payment rate clauses as indicated.

8.8.1. Portions of turnouts: Further to SANS 1200 NB clauses 8.3.1e), the rate shall include the provision and distribution of material in accordance with PS 3.1, PS 3.2 and PS 3.7.

8.8.2. Wooden sleepers and crossing sleepers: Further to SANS 1200 NB clauses 8.3.1b), the rate shall include the provision and distribution of material in accordance with PS 3.4 and PS 3.5.

8.8.3. Pandrol Clips: Further to SANS 1200 NB clauses 8.3.1c), the rate shall include the provision and distribution of material in accordance with PS 3.6.

8.8.4. Gauge clips and pads: Further to SANS 1200 NB clauses 8.3.1c), the rate shall include the provision and distribution of material in accordance with PS 3.6.

8.8.5. Rail fastenings: Further to SANS 1200 NB clauses 8.3.1a), the rate shall include the provision and distribution of material in accordance with PS 3.5.

- 8.8.6. Signage: Further to SANS 1200 NB clauses 8.3.10c), the rate shall include the provision and distribution of material in accordance with PS 3.8.
- 8.8.7. Exothermic welding: the rate shall include the provision and distribution of material in accordance with PS 3.10.
- 8.8.8. Open Half Round Channels: the rate shall include the provision and distribution of material to site.
- 8.8.9. Supply of new Level Crossing Concrete blocks: the rate shall include the supply and stacking concrete blocks and planks to Railway Sidings or Material camps at N'Dabeni.
- 8.8.10. Supply of new ballast: the rate shall include sourcing the ballast materials directly from quarry stockpiles in accordance with the Ballast Specification, delivering the ballast directly to the siding through road trucks, the provision and distribution of material.
- 8.8.11. Supply of new Turnout/ Point locks or clamps the rate shall include the provision and distribution of material in accordance with PS 8.7.5.4.

8.9. PRICING SCHEDULE 9: VEGETATION CONTROL N'DABENI:

- 8.9.1. All private sidings belonging to the CoCT and third party private sidings in the industrial Area at N'Dabeni are dormant.
- 8.9.2. The section of network belonging to the CoCT is electrified and all maintenance and vegetation control is done by PRASA.
- 8.9.3. Only vegetation control to be done if agreements are in place on CoCT and PRASA property on dormant network belonging to CoCT.

9. 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's agent upon request.

10. FORMS FOR CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

LIST OF ANNEXURES & APPENDICES

9.1 List of Appendices

[Appendix A](#): Track alignment assessment template

[Appendix B](#): Curve radius assessment template

[Appendix C](#): Turnout measurement template

[Appendix D Sheet 1 of 7](#): Typical section vegetation control

[Appendix D Sheet 1a of 7](#): Extent of Maintenance

[Appendix D Sheet 2 of 7](#): Epping 1 and 2 vegetation control Diagram

[Appendix D Sheet 3 of 7](#): Atlantis vegetation control diagram

[Appendix D Sheet 4 of 7](#): Chempet vegetation control diagram

[Appendix D Sheet 5 of 7](#): Athlone vegetation control diagram

[Appendix D Sheet 6 of 7](#): Bellville vegetation control diagram

[Appendix D Sheet 6a of 7](#): Sack's Circle: Vegetation Control (outside siding diagram)

[Appendix D Sheet 7 of 7](#): N'Dabeni vegetation control diagram

[Appendix D Sheet 7a of 7](#): N'Dabeni: Vegetation Control (outside siding diagram)

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[Appendix D Sheet 1 of 7: Typical section vegetation control](#)
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9.2 Appendices to Project Specification (PS)

[Annexure 7](#): Environmental Management Specification (EMS) for auditing purposes

[Annexure 8](#): Project Health and Safety Specification

[Annexure 9](#): Provision and Construction of Private Sidings

[Annexure 10](#): South Africa Rail Commuter Corporation Limited E7/2 (July 1998)

[Annexure 11](#): Transnet limited E7/2 (as amended April 2016)

[Annexure 12](#): Concrete Bollard detail and layout

[Annexure 13](#): Typical Layout and Cross-section of level Crossing

(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

- 1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
- 2 Incomplete / incorrect / illegible forms will not be accepted.
- 3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
- 4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Only the Project Number supplied by the Corporate EPWP Office must be inserted.
The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

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

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A 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



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

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

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

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

(14.2) BBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION:

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in
Schedule 4: Preference Schedule) (**P***)

R

B-BBEE Status Level of Prime Supplier

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier ¹	Total value of Sub- contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B- BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

¹Documentary evidence to be provided

Total:	R
Expressed as a percentage of P*	%

Signatures

Declared by supplier
to be true and correct:

.....

Date:

Verified by CCT
Project Manager:

.....

Date:

(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION:

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
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Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹	Total value of partner's contribution (excl. VAT) ¹ B = A% x P*	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date D = C/P*x100
A		%			%
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by supplier
to be true and correct:

Date:

Verified by CCT
Project Manager:

Date: