


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 186

<p align="center">TENDER NO: 122S/2021/22</p> <p align="center">SERVICING AND REPAIRS OF CHLORINE GAS DOSING EQUIPMENT ON VARIOUS BULK WATER AND WASTE WATER TREATMENT FACILITIES AT THE CITY OF CAPE TOWN</p> <p align="center">CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF THE CONTRACT UP TO 30 JUNE 2025</p>

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 02 December 2021

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER:** 157

TENDER FEE: R200

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

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

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

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

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VOLUME 1: THE TENDER

(1) GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : **29 October 2021**
- SITE VISIT/CLARIFICATION MEETING** : 10h00 on 12 November 2021
(Not compulsory, but strongly recommended) via online medium meeting
- VENUE FOR SITE VISIT/CLARIFICATION MEETING** : A non-compulsory but strongly recommended clarification meeting will be held via skype on the following link:
<https://meet.capetown.gov.za/keith.solomon/F6KZ3Y85>
- TENDER BOX & ADDRESS** : **Tender Box as per front cover** at the **Tender &Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
- : The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement **“TENDER NO. 122S/2021/22: SERVICING AND REPAIRS OF CHLORINE GAS DOSING EQUIPMENT ON VARIOUS BULK WATER AND WASTE WATER TREATMENT FACILITIES AT THE CITY OF CAPE TOWN**, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.
- If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

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: Keith Solomon

Tel. No.: (021) 444 3004

Email: Keith.Solomon@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 two tenderers (the highest ranked tenderer ("the winner") and in addition a "standby tenderer") for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

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

The contract period shall be from the commencement date of the contract up to 30 June 2025.

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 Minimum score for functionality

Not applicable to this Tender

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:

- Valves Products and Actuator Sector, effective from 03 March 2014
- Steel Products and Components for Construction, effective from 01 February 2017

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;

- **Valves Products and Actuator Sector** ("the designated sector") is **70%**,
- **Steel Products and Component for Construction sector** ("the designated sector") is **100%**, and will include all sub-sectors from the applicable National Treasury Instruction Note.

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 **Valves Products and Actuator Sector, the Steel Products and Component for Construction 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 to this tender

2.2.1.1.7 Provision of samples

Not applicable to this tender

2.2.1.1.8 Additional: Key personnel

In order to be declared responsive, the tenderer must have the following key personnel in its permanent employment at the close of tender. Alternatively, a signed undertaking from a specialist sub-contractor or consultant having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer, will be acceptable. Such undertaking must be attached to Schedule 15A: Key Personnel (returnable schedule). The experience of any such specialist sub-contractors will be considered in the evaluation of this criteria.

It would be advisable for different individuals to be identified for each of the key personnel listed below and on Schedule 15A: Key Personnel. If, however a tenderer wishes to propose the same person for more than one of the positions listed, such person must pass the requirements for each criteria and the tender submission must clearly indicate such compliance.

Position	Qty	Qualification	Experience
Technical Supervisor	1	Trade tested Mechanical/Electrical Artisan with one or more of the following trades, Fitter, Electrician or electrical fitter. (with a SAQA unit standard 242996 or equivalent certificate of accreditation)	Minimum of five years relevant supervisory experience on Chlorine Gas Dosing Systems
Mechanical Artisan	2	Trade tested Fitter or Electrical fitter. (with a SAQA unit standard 242996 or equivalent certificate of accreditation)	3 years post qualification experience
Electrical/Instrumentation Artisan	2	Trade tested Electrician/Electrical Fitter/Instrumentation technician. (with a SAQA unit standard 242996 or equivalent certificate of accreditation)	3 years post qualification experience

The *curriculum vitae* of all key personnel (including consultants and sub-contractors), must be submitted with the tender submission, appended to Schedule 15A

2.2.1.1.9 Additional : Tendering Entity Track Record

Only those tenders submitted by tenderers who can show a proven track record as stated below will be declared responsive.

Tenderers must have a proven track record of **at least 3 projects** in maintenance and repairs on Chlorine Gas Dosing systems. Tenderers must provide references with active contact details that can corroborate all information provided in this regard.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal evaluation of this responsiveness criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum requirements.

Tenderers must provide **references with active contact details** that can corroborate all information provided in this regard.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal evaluation of this responsiveness criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum requirements. See schedule 15B: Tendering Entity Track Record.

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	Price Schedule
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 Codes)** unless in possession of a valid sector certificate.

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

2.2.19.2 Evidence of tax compliance

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

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

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

- based on the sum of the prices/rates in relation to a typical project/job.

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.

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

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

In terms of the 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			
SCM - 542	Approved by Branch Manager: 03/04/2020		
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<p align="center">TENDER NO: 122S/2021/22</p> <p align="center">SERVICING AND REPAIRS OF CHLORINE GAS DOSING EQUIPMENT ON VARIOUS BULK WATER AND WASTE WATER TREATMENT FACILITIES AT THE CITY OF CAPE TOWN</p> <p align="center">CONTRACT PERIOD: FROM DATE OF COMMENCEMENT UP TO 30 JUNE 2025</p>

VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

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

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

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

(4) FORM OF OFFER AND ACCEPTANCE

TENDER NO: 122S/2021/22: SERVICING AND REPAIRS OF CHLORINE GAS DOSING EQUIPMENT ON VARIOUS BULK WATER AND WASTE WATER TREATMENT FACILITIES AT THE CITY OF CAPE TOWN

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

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

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NO: 122S/2021/22: SERVICING AND REPAIRS OF CHLORINE GAS DOSING EQUIPMENT ON VARIOUS BULK WATER AND WASTE WATER TREATMENT FACILITIES AT THE CITY OF CAPE TOWN

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

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

The terms of the contract are contained in:

- (7) & (8): Special and General Conditions of 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		

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

2 Subject

Details

3 Subject

Details

4 Subject

Details

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'

SCHEDULE A: PRELIMINARY CHARGES

ITEM NO	PAYMENT REF	DESCRIPTION	UOM	RATE	
				R	C
		<u>PRELIMINARY CHARGES</u>			
		<u>Allow for all costs and expenses in connection with the following:-</u>			
1	A1	Complete and provide site specific Detailed Works Programme (Per work order/work package when applicable).	Item		
2	A2	Complete and provide site specific Health and Safety risk assessment and method statement (Per work order/work package when applicable).	Item		
3	A3	Provide Site specific method statement (Per order/works package when applicable).	Item		
4	A4	Provide Operator and Maintenance Training for a maximum of 5 CCT staff members for a period of 1 hour onsite, post installation (Per works order/work package when applicable).	Item		

SCHEDULE B: LABOUR CHARGES (MAJOR AND MINOR SERVICES)

ITEM NO	PAYMENT REF	DESCRIPTION	UOM	RATE	
				R	C
		<u>LABOUR CHARGES</u>			
		<u>Allow for all costs and expenses, including equipment, hand tools, power tools, safety equipment, travelling etc in connection with the following labour charges: -</u>			
		Minor Service of equipment with the following Gas System Size at any City sites:			

		All listed equipment in specification below:		
5	B1	70kg x 3off cylinder manifold Duty + Standby	sum	
6	B2	70kg x 2off cylinder manifold Duty + Standby	sum	
7	B3	70kg x 1off cylinder manifold Duty + Standby	sum	
8	B4	1TON x 1off cylinder manifold Duty + Standby	sum	
9	B5	1TON x 5off cylinder manifold Duty + Standby	sum	

	PAYMENT REF	DESCRIPTION	UOM	RATE R	C
		<u>Allow for all costs and expenses, including plant and equipment, hand tools, power tools, safety equipment, travelling etc, but excluding parts required for major service in connection with the following labour charges:</u> = Major Service of equipment with the following Gas System Sizes at any City sites (Parts for the Major service elsewhere measured).			
10	B6	70kg x 3off cylinder manifold Duty + Standby	sum		
11	B7	70kg x 2off cylinder manifold Duty + Standby	sum		
12	B8	70kg x 1off cylinder manifold Duty + Standby	sum		
13	B9	1TON x 1off cylinder manifold Duty + Standby	sum		
14	B10	1TON x 5off cylinder manifold Duty + Standby	sum		

SCHEDULE C: LABOUR COST FOR BREAKDOWNS / CALLOUTS

ITEM NO	PAYMENT REF	DESCRIPTION	UOM	RATE R	C
		<u>LABOUR COST FOR BREAKDOWNS / CALLOUTS</u> Supply the following labour rates based on normal hourly labour rates, including, transport, equipment, hand tools, power tools and safety equipment etc. <u>Weekdays 07:30 to 17:00</u>			

15	C1	Supervisor	hr	
16	C2	Artisan	hr	
17	C3	Artisans assistant	hr	
		Supply the following labour rates outside of normal working times, include all transport, equipment, hand tools, power tools and safety equipment etc. <u>Weekdays 17:00 to 07:30 as well as Weekends and Public Holidays.</u>		
18	C4	Supervisor	hr	
19	C5	Artisan	hr	
20	C6	Artisans assistant	hr	

SCHEDULE D : ADHOC SPARES-S10K (or equivalent) SUPPLY AND DELIVERY ONLY

ITEM NO	PAYMENT REF	DESCRIPTION	UOM	R C RATE
		<u>ADHOC SPARES-S10K (or equivalent) SUPPLY AND DELIVERY ONLY</u>		
		<u>Allow for all costs and expenses in connection with the supply and delivery of the following adhoc spares to any City site: -</u>		
21	D1	S10K 75mm Flow meter assembly	Ea	
22	D2	S10K 125mm Flow meter assembly	Ea	
23	D3	S10K Vacuum Demand valve (Std)	Ea	
24	D4	S10K Vacuum Demand valve (S/Over)	Ea	
25	D5	S10K Service Kit V.regulator standard	Ea	
26	D6	S10K Service Kit V.regulator change over	Ea	
27	D7	75mm Dosing Service Kit	Ea	
28	D8	125mm Dosing Service Kit	Ea	

SCHEDULE E: ADHOC SPARES-V10K AND V2000 (or equivalent) SUPPLY AND DELIVERY ONLY

ITEM NO	PAYMENT REF	DESCRIPTION	UOM	RATE	C
		<u>ADHOC SPARES-V10K AND V2000 (or equivalent) SUPPLY AND DELIVERY ONLY</u>			
		<u>Allow for all costs and expenses in connection with the supply and delivery of the following adhoc spares to any City site: -</u>			
29	E1	V10K V-Notch regulator	ea		
30	E2	V10K V-Notch Service Kit	ea		
31	E3	50-178 Vacuum regulator	ea		
32	E4	50-178 Pressure relief unit	ea		
33	E5	50-178 Service Kit	ea		
34	E6	Kent V2000 Regulator	ea		
35	E7	Kent V2000 Regulator Service Kit	ea		
36	E8	V10K V2000 Vacuum Gauge	ea		

SCHEDULE F: ADHOC SPARES – CHLORINE INJECTORS (or equivalent) SUPPLY AND DELIVERY ONLY

ITEM NO	PAYMENT REF	DESCRIPTION	UOM	RATE	C
		<u>ADHOC SPARES – CHLORINE INJECTORS (or equivalent) SUPPLY AND DELIVERY ONLY</u>			
		<u>Allow for all costs and expenses in connection with the supply and delivery of the following adhoc spares to any City site: -</u>			
37	F1	19mm Injector	Ea		
38	F2	25mm Injector	Ea		
39	F3	2" PVC Injector High	Ea		
40	F4	2" Bronze Injector	Ea		
41	F5	19mm Injector Service Kit	Ea		
42	F6	26mm Injector Service Kit	Ea		

43	F7	2" PVC Injector High Service Kit	Ea	
44	F8	2" Bronze Injector Service Kit	Ea	
45	F9	Safety vent valve	Ea	

SCHEDULE G:ADHOC SPARES –SCALES SUPPLY AND DELIVERY ONLY

ITEM NO	PAYMENT REF	DESCRIPTION	UOM	RATE	
				R	C
		<u>ADHOC SPARES – SCALES SUPPLY AND DELIVERY ONLY</u>			
		<u>Allow for all costs and expenses in connection with the supply and delivery of the following adhoc spares to any city site: -</u>			
46	G1	Scale only for CL2 70kg Cylinder	Ea		
47	G2	Display only for CL2 70kg Scale	Ea		
48	G3	Load cell for 1 TON CL2 Cylinder	Ea		
49	G4	Display only for 1 TON Load cell	Ea		
50	G5	Complete Base Frame for 1 TON Cylinder (excl. Load cells and display)	Ea		

SCHEDULE H: ADHOC SPARES- GAS MANIFOLDS SUPPLY AND DELIVERY ONLY

ITEM NO	PAYMENT REF	DESCRIPTION	UOM	RATE	
				R	C
		<u>ADHOC SPARES- GAS MANIFOLDS SUPPLY AND DELIVERY ONLY</u>			
		<u>Allow for all costs and expenses in connection with the supply and delivery of the following adhoc spares to any City site: -</u>			
		MANIFOLDS			
51	H1	Liquid Trap Complete for 70kg Cylinder excl. gauge	Ea		

52	H2	Liquid Trap Complete for 1 ton Cylinder excl. gauge	Ea	
53	H3	Gas Manifold per cylinder	Ea	
54	H4	70kg Cylinder brackets and chains	Ea	
55	H5	Liquid trap heater	Ea	
56	H6	Heater tape wrap	Ea	
57	H7	CL2 Gauge Postive pressure 0-16 bar	Ea	
		LEAD WASHERS		
58	H8	Standard lead washer	Ea	
59	H9	Nipple 3/4" NPT to 3/4 BSP Cadum Plated	Ea	
60	H10	Nipple & Nut (Pigtail Saver Short)	Ea	
61	H11	Nipple & Nut (Pigtail Saver Long)	Ea	
		SPANERS		
62	H12	CBS Sherwood Chlorine Spanner	Ea	
63	H13	FS Flex Line Spanner	Ea	
		AUXILLIARY		
64	H14	3/4" Pigtail Saver with running nut	Ea	
65	H15	3/4" Pigtail Saver with yoke & valve	Ea	

ITEM NO	PAYMENT REF	DESCRIPTION	UOM	RATE	
				R	C
		FLEXIBLE PIPELINES			
66	H16	Flex 1,2mm thick copper tubing Cadum Plated	m		
		BRASS STOP COCKS			
67	H17	AZ Valve 3/4" Manual	Ea		
68	H18	AZ Valve 1/2" Manual	Ea		

69	H19	CL2 Brass valves	Ea	
70	H20	CL2 Yoke with Brass Valve (high Strength)	Ea	

SCHEDULE I: ADHOC SPARES-SAFETY EQUIPTMENT SUPPLY AND DELIVERY ONLY

ITEM NO	PAYMENT REF	DESCRIPTION	UOM	RATE	
				R	C
		<u>ADHOC SPARES-SAFETY EQUIPTMENT SUPPLY AND DELIVERY ONLY</u>			
		<u>Allow for all costs and expenses in connection with the supply and delivery of the following adhoc spares to any City site: -</u>			
71	I1	Wind sock only (Aluminum)	Ea		
72	I2	Wind sock Steel bracket only	Ea		
73	I3	Chlorine Emergency: Shower SS	Ea		
74	I4	Chlorine Emergency: Full Face Mask	Ea		
75	I5	Chlorine Emergency: Full Face Mask Filter	Ea		
76	I6	Chlorine Emergency: Breathing Aparatus Set (Includes: Face Mask, Backplate, Harness & Lung Demand Valve)	Ea		
77	I7	Chlorine Emergency: Breathing Aparatus Cylinder Only	Ea		
78	I8	Chlorine Emergency: Gas Leak Detection Sensor	Ea		
79	I9	Chlorine Emergency: Gas Leak Detection Control Panel	Ea		
80	I10	Chlorine Emergency: Pnuematic Cylinder Closure System Equiptment	Ea		
81	I11	Chlorine Emergency: Electric Cylinder Closure System Equiptment	Ea		
82	I12	Chlorine Emergency: Full Suit	Ea		

SCHEDULE J: ADHOC SPARES-PROVISIONAL SUM SUPPLY AND DELIVERY ONLY

ITEM NO	PAYMENT REF	DESCRIPTION	UOM	RATE	
				R	C
		<u>ADHOC SPARES-SAFETY EQUIPMENT SUPPLY AND DELIVERY ONLY</u> <u>Allow for all costs and expenses in connection with the supply and delivery of the following adhoc spares to any City site: -</u> Provisional Sums Per Works Package			
83	J1	Allow for the provisional sum	Sum		100, 000.00
84	J2	Allow for profit and attendance on the above item	%		

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 The tenderer is to price for all items in order to be considered responsive for this tender.

INITIALS OF CITY OFFICIALS		
1	2	3

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 Practise, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 6) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the

Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;

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

3 Sanctions relating to breaches of preference conditions

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

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

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

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

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

where:

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

P* = Value of the contract

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

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

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

where:

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

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

P* = Value of the contract

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

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

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

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

Table 1: Level of Contribution

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

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

5 Declarations

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

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

☐

Note:

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

2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:

- (i) the information furnished is true and correct;
- (ii) the preference claimed is in accordance with the conditions of this schedule;
- (iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBBEE level of contributor as at the closing date is correct; and
- iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

Signature

Date

Name (PRINT)

(For and on behalf of the 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 of higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder²).....
 - 3.4 Company or Close Corporation Registration Number:.....
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number:.....
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars.....
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars

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

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

Signature

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

Date

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

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

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

Schedule 5: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

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

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

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

Date

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

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

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

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

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

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

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

Date

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

8.1 PRICING INSTRUCTIONS

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

The prices tendered on the pricing schedule shall be subject to price adjustment as follows:

8.2 SUPPLIER / MANUFACTURER CONTRACT PRICE ADJUSTMENT

Tenderers are required to complete **either** Section 8.2.1 or Section 8.2.2 below. **(Refer to Clause 8.4 of Schedule 8).**

Tenderers shall in addition complete Section 8.3 if Rate of Exchange Variations are applicable.

8.2.1 Tenderers that are MANUFACTURERS of the Tendered Items (Complete either paragraph a or b of clause 8.2.1):

Tenderers that are manufacturers of the tendered items are subject to contract price adjustment based on SEIFSA INDICES and/or MATERIALS SUPPLIER'S PRICE LISTS, and shall complete only the following options:

a) Increase using SEIFSA indices

Published indices shall be applied quarterly to determine a fixed rate for the following quarter, as detailed in Clause 8.4.1 of Schedule 8.

Material and labour price variation shall be calculated based upon the SEIFSA base material and labour prices / indices and the stipulated price proportions as detailed in Annexure A of Schedule 8, which shall be completed in full.

A minimum of 10% of the tender price shall be fixed and free of variation for the duration of the contract.

The SEIFSA contract price adjustment formula shall apply, unless otherwise detailed in Schedule 8.

b) Increase using Material Supplier Price Lists

The tender price shall be subject to adjustment based on Supplier's Price Lists for the materials supplied for the manufacture of the tendered items.

Supplier: _____

Date of Price List/Quotation upon which tender is based _____

Price List/Quotation Reference Number _____

N.B.

- The above information must be provided for each item supplied to the Tenderer.
- Copies of price lists on which tender prices are based shall be enclosed for all items.
- Tenderers will be entitled to claim only the difference between the cost of the product at the time of tendering and the new cost. Documentation to this effect must be submitted with each claim.

8.2.2 Tenderers that are NOT Manufacturers of the Tendered Items (If more than one manufacturer are used please supply the additional manufacturer's information after section 16 of this document)

Tenderers that are **NOT** manufacturers of the tendered items are subject to contract price adjustment based on the SUPPLIER'S / MANUFACTURER'S PRICE LISTS from the supplier or manufacturer of the tendered items, as detailed in Clause 8.4.2 of Schedule 8, and shall complete the following:

Supplier: _____

Date of Price List/Quotation upon which tender is based _____

Price List/Quotation Reference Number _____

N.B.

- The above information must be provided for each item supplied to the Tenderer.
- Copies of price lists on which tender prices are based shall be enclosed for all items. The items referenced on the Pricing Schedule must be clearly identified on the Price List.
- Tenderers will be entitled to claim only the difference between the cost of the product at the time of tendering and the new cost. Documentation to this effect must be submitted with each claim.

8.3 RATE OF EXCHANGE VARIATIONS

Only tenderers who are the DIRECT IMPORTER of the Goods may claim rate of exchange price variations. (Refer to Clause 8.4.3 below).

Exchange Rate on which tender is based: _____ 1 = S A Rand _____

Name of Bank: _____

Date of quoted rate of exchange (Seven Calendar Days before tender closing): _____

The end date applicable for variation shall be the date of shipment received (ie. The date of the Bill of Lading / Waybill / Customs Invoice)

Tenderer to indicate applicable documentation (Bill of Lading / Waybill / Customs Invoice):

If any other documentation other than those indicated above is applicable, the tenderer is to indicate this clearly and identify the applicable documentation in the space provided above.

TABLE 8.3: PRICE BASIS FOR IMPORTED RESOURCES

Item No.	Value in foreign currency	Rate of exchange as at 7 days prior to date of tender	Value in Rand, of foreign currency content (columns AxB)	Customs Surcharge		Customs Duty		Amount of South African Content	Total in Rand of columns C+D+E+F (Total Tender Price) (Excl. VAT)
				%	R	%	R		
	(A)	(B)	(C)		(D)		(E)	(F)	(G)
1									
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3									
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5									
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Item No.	Value in foreign currency	Rate of exchange as at 7 days prior to date of tender	Value in Rand, of foreign currency content (columns AxB)	Customs Surcharge		Customs Duty		Amount of South African Content	Total in Rand of columns C+D+E+F (Total Tender Price) (Excl. VAT)
				%	R	%	R		
	(A)	(B)	(C)		(D)		(E)	(F)	(G)
40									
41									
42									
43									
44									
45									
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Item No.	Value in foreign currency	Rate of exchange as at 7 days prior to date of tender	Value in Rand, of foreign currency content (columns AxB)	Customs Surcharge		Customs Duty		Amount of South African Content	Total in Rand of columns C+D+E+F (Total Tender Price) (Excl. VAT)
				%	R	%	R		
	(A)	(B)	(C)		(D)		(E)	(F)	(G)
82									
83									
84									

8.4 **PRICE VARIATION CLAIM**

8.4.1 **SEIFSA Index based Contract Price Variations (Refer to 8.2.1 above)**

- 8.4.1.1 This section is applicable to **Tenderers that ARE the manufacturer** of the tendered Goods.
- 8.4.1.2 Only Contractors that are the manufacturers of the Goods may claim SEIFSA Index based contract price adjustments.
- 8.4.1.3 For items that are subject to ROE, the SEIFSA index based CPA **shall apply only to the South African Content portion**, column (F) of the above table.
- 8.4.1.4 The contract price per item shall be adjusted **quarterly** in advance of placement of orders, and the adjusted contract price shall be applicable for purchase orders placed during the following three full calendar months.
- 8.4.1.5 Fluctuations in the prices of raw materials and labour will be acceptable for the Contract Price Adjustment calculations for the tendered Goods.
- 8.4.1.6 The base month for Contract Price Adjustment calculations shall be the calendar month prior to the month of the closing date for tenders, and published indices applicable to this month shall be used.
- 8.4.1.7 Adjusted contract prices per item shall be calculated based upon the SEIFSA indices published in the calendar month of application for the amended equipment contract prices.
- 8.4.1.8 Material and labour price variation shall be calculated based upon the SEIFSA base material and labour indices and the stipulated price proportions as detailed in Annexure A of Schedule 8.
- 8.4.1.9 A minimum of 10% of the **South African Content portion** of the tender price per item (column (F) of the above table) shall be fixed and free of variation for the duration of the contract.
- 8.4.1.10 The process to be followed by Contractors for claims for contract price adjustment in terms of SEIFSA shall be as follows:
- The Contractor shall approach the Employer in writing prior to the third Friday of each of **February, May, August and November** month with an application for the amended unit prices of the Goods to be applicable to the contract during the following month.
 - The application shall be based upon the SEIFSA indices published during the calendar month of application (published before the end of the third week of the month and detailing the latest available indices) and shall detail the proposed adjusted unit prices for the Goods and include detailed calculations indicating how the adjusted unit prices per item have been established.
 - Calculations of the contract price adjustment shall use the original tendered unit rates, the base indices, the indices published in the calendar month of application and the SEIFSA formula and shall contain no other factors or adjustments.
 - The Employer will check and approve the proposed unit prices for the following month prior to the last Friday of the month of application. The Employer will notify the Contractor in writing of

approval of the adjusted prices. Any communications regarding approval of the proposed adjusted prices shall be completed before the last Friday of the month of application for the amended unit prices for the Goods.

- e) The Employer will update the SAP Contract records at the end of the month with the approved amended unit prices for the following three months.
- f) All purchase orders for the contracted Goods issued during a quarterly period shall be issued, invoiced and paid at the contract unit prices approved for that quarterly period and no further contract price adjustment claims will be considered, irrespective of the actual month of delivery and whether or not deliveries were subject to any manufacturing or delivery delays.
- g) The required delivery dates for orders for the contracted Goods placed by the Employer will be determined based upon the date of issue of the purchase order and the contract delivery period.
- h) Failure by the Contractor to submit claims for Contract Price Adjustment within the timeframes detailed above will result in the unit rates for the Goods concerned being determined by the Employer in accordance with the published SEIFSA indices. The Employer however reserves the right in such a case not to amend the unit rates for the Goods if it is not to the Employer's advantage.
- i) The successful Contractor shall immediately upon notification of the commencement date of contract submit written application for approval of adjusted unit prices for the Goods that shall be applicable during the first calendar month of the contract. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices for the first calendar month of the contract.
- j) Failure to submit such application within one working week of commencement of contract shall result in the tendered unit prices being applied for orders placed during the first calendar month of the contract.
- k) Application for Contract Price Adjustment thereafter shall follow the process detailed above.

8.4.2 Supplier / Manufacturer Price List Variations (Refer to 8.2.2 above)

This section is applicable to **Tenderers that are NOT the manufacturer** of the tendered Goods.

This section is **also applicable to** Tenderers that are importing overseas manufactured component parts for assembly into tendered goods that are locally manufactured.

If the contract is subject to variation based on **SUPPLIER / MANUFACTURER PRICE LISTS**, the following will be applicable:

- 8.4.2.1 Contractors shall make the application for contract price adjustment prior to the date upon which the price adjustment would become effective.
- 8.4.2.2 The effective date of any price adjustment granted will be the first day of the month following the month during which the fully substantiated application for contract price adjustment is submitted and approved or, by agreement between the Contractor and the Employer, a subsequent date on which the price adjustment will become effective.
- 8.4.2.3 In instances where the Contractor's price adjustment claimed is less than entitled, the lesser price will be accepted.
- 8.4.2.4 Purchase orders placed prior to the effective date of any price increase shall be placed at the previously agreed price, not the claimed adjusted price.
- 8.4.2.5 Only the difference in cost may be adjusted and under no circumstances may the Contractor increase their profit margin.
- 8.4.2.6 The process to be followed by the Contractor for claims for contract price adjustment shall be as follows:

- a) The Contractor shall submit all of the documentation indicated below a minimum of two weeks prior to the effective date of the contract price adjustment.
 - b) The Employer will consider the proposed contract price adjustment and based on the documentary evidence, the Employer may approve the adjustment.
 - c) A letter authorising the price adjustment will be issued to the Contractor.
 - d) All purchase orders issued subsequent to the effective date of the contract price adjustment will be issued at the approved adjusted contract price.
- 8.4.2.7 The Contractor shall supply the following documentation when applying for a contract price adjustment:
- a) The price list that the tender was based upon clearly indicating the items numbered according to the tender pricing schedule.
 - b) The new price list from the same Supplier / Manufacturer as originally tendered and clearly indicating the items numbered according to the tender pricing schedule and the revised price applicable to each item.
 - c) Detailed calculations indicating how the new price has been established.
 - d) A covering letter on the Contractor's letterhead requesting the contract price adjustment.
 - e) All documentation is to be signed by the Supplier / Manufacturer and by the Contractor.
- 8.4.2.8 In the event of a Contractor changing their Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Contractor has obtained prior approval from the City for the change of Supplier / Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.
- 8.4.3 Rate of Exchange Variations (Refer to 8.3 above)**
- 8.4.3.1 The Tenderer shall note The Department: Trade and Industry Local Production and Content requirements included with and forming a part of this specification, where applicable, and shall comply fully therewith.
- 8.4.3.2 If the Contract price is subject to variations in RATES OF EXCHANGE the Tenderer SHALL complete the appropriate section in Schedule 8 (Section 8.3), failing which no claim for contract price adjustment on the basis of rate of exchange variations will be considered.
- 8.4.3.3 Only Contractors that are directly importing the tendered Goods or component parts of the tendered Goods may claim rate of exchange variations.
- 8.4.3.4 The price adjustment for variations in the cost of plant and materials imported from outside of South Africa shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources**" and as below. The Rand value of Plant and Materials comprising entirely or partly imported content that is inserted on the schedule titled "**Price Basis for Imported Resources**" (column (G)) shall be the rate tendered in the Pricing Schedule, and shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column (B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)) and any South African manufactured or added content (column (F)). Any mark-up by the Tenderer or other costs not detailed above shall be entirely contained within the South African Content (Column (F)).
- 8.4.3.5 The Supplier shall within seven working days from the date of receipt of the purchase order arrange for cover or recovering forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled "**Price Basis for Imported Resources**", and submit such Forward Cover quotation to the City for approval. Following such approval the forward cover shall be contracted within a further two working days and a copy provided to the City.
- 8.4.3.6 Based on the evidence provided in Clause 8.4.3.5 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 Clause 8.4.3.7 below.

- 8.4.3.7 The adjustments shall be calculated upon the value in foreign currency in the Supplier’s **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled “**Price Basis for Imported Resources**”, then the value in column (A) shall be used.
- 8.4.3.8 Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled “**Price Basis for Imported Resources**” and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- 8.4.3.9 The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT’s Agent of any changes which occur.
- 8.4.3.10 Contractors shall take out Forward Cover covering the foreign exchange component of the cost of any imported portion of the Goods ordered on each purchase order issued by the Employer.
- 8.4.3.11 The process to be followed by Contractors for claims for Rate of Exchange Variations shall be as follows:
- a) On receipt of a purchase order the Contractor shall arrange for a quotation for Forward Cover from their banking institution.
 - b) This Forward Cover quotation shall be submitted to the Employer for approval of the Forward Cover rate within seven working days from date of receipt of the purchase order.
 - c) Only once the Forward Cover rate is approved may the Contractor engage in a formalised contract with their banking institution and submit the Forward Cover contract to the Employer. This shall be done within two working days from the City’s approval.
 - d) The Forward Cover Contract shall refer to the purchase order number, shall be signed by both parties (the Contractor and the Banking Institution) and shall be valid until such time as the goods are delivered to the Employer.
- 8.4.3.12 On delivery of the goods to the City the Contractor shall submit the following documentation:
- - a) The Bill of Lading/Waybill/Customs Invoice (clearly indicating the items as identified on the purchase order).
 - b) Calculations detailing the difference in the rate of exchange at the time of entry and the date of tender. These shall be submitted on a covering letter.
 - c) The invoice / credit note for the Rate of Exchange adjustment applicable to the specific order.

8.4.4 Supplier Price List Variations for Contractors Supplying Imported Goods by Another Party (Refer to 8.2 above).

- 8.4.4.1 Tenderers that intend to purchase the goods from another supplier who is in turn importing the goods shall obtain Firm Prices from the supplier and shall submit the price list in accordance with the process outlined in Clause 8.4.2 above. The updated pricelist shall be submitted to the City within seven calendar days of the date of the purchase order date. The City reserves the right the request further supporting documents to substantiate the claimed adjustments.

8.5 Pricing Schedule

- 1st year:** **12 months from date of commencement of contract - Firm** – No request for price increases shall be entertained.

2nd year: Subject to adjustment in accordance with the average **Consumer Price Index. Base month** for the price adjustment shall be the month of commencement of the 1st year and **end date** shall be 12th month of the 1st year. (12 months totalled/12 to achieve the average CPI)

3rd year: Subject to adjustment in accordance with the **Consumer Price Index. Base month** for the price adjustment shall be the month of commencement of the 2nd year and **end date** shall be 12th month of the 2nd year. (12 months totalled/12 to achieve the average CPI)

8.5.1 Please Note: Year on year increases

8.5.2 Contract Price Adjustment – General

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

- By letter to: Director Supply Chain Management, City of Cape Town, P O Box 655, Cape Town, 8000, or
- by email to: CPA.Request@capetown.gov.za

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

8.5.2.2 When submitting an application for contract price adjustment the Contractor shall provide the applicable month's actual indices for the SEIFSA Table No's and Descriptions detailed in Annexure A of Schedule 8 or the supplier's actual published pricelists applicable to the particular month, and the actual revised rate proposed for each item. A mere notification of an application for contract price adjustment without stating the adjusted price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.

8.5.2.3 The Employer reserves the right to request the Contractor to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the City of Cape Town within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.

Annexure A: Contract Price Adjustment

BASE MATERIAL AND LABOUR PRICES (APPLICABLE TO MANUFACTURERS ONLY AND TO SOUTH AFRICAN CONTENT ONLY)

Where Tender prices are subject to adjustment the prices quoted shall be subject to price variation based upon the SEIFSA base prices per metric ton or indices for materials and labour detailed below. For the purposes of this tender the **base month** shall be **OCTOBER 2021**.

	COPPER	OTHER: _____	OTHER: _____	OTHER: _____	OTHER: _____	LABOUR
SEIFSA Table No:						
SEIFSA ITEM DESCRIPTION:						

ITEM NO.	DESCRIPTION	MATERIAL					LABOUR	FIXED PORTION OF TENDER PRICE (Min 10%) (%)
		The percentage contributions of specific materials to the total price per item are as follows:-					Proportion of Price Attributed to Labour Cost (%)	
		COPPER	OTHER (AS ABOVE)	OTHER (AS ABOVE)	OTHER (AS ABOVE)	OTHER (AS ABOVE)		
		Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)		
1								
2								
3								
4								

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender No: **122S/2021/22: SERVICING AND REPAIRS OF CHLORINE GAS DOSING EQUIPMENT ON VARIOUS BULK WATER AND WASTE WATER TREATMENT FACILITIES AT THE CITY OF CAPE TOWN** in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

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

Signature

Date

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

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

Schedule 10: Local Content Declaration / Annexure C

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS – VALVES PRODUCTS AND ACTUATORS

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

Valves Products and Actuators sector

70%

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 - - VALVES PRODUCTS AND ACTUATORS (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.						
(C2)	Tender description:						
(C3)	Designated product(s)	Valves Products and Actuators					
(C4)	Tender Authority:						
(C5)	Tenderer Entity name:						
(C6)	Tender Exchange Rate:	Pula		EU		GBP	
(C7)	Specified local content %						

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 net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
23	S10K Vacuum Demand valve (Std)						
24	S10K Vacuum Demand valve (S/Over						
25	S10K Service Kit V.regulator standard						
26	S10K Service Kit V.regulator change over						

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			

TENDER NO: 122S/2021/22

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)
29	V10K V-Notch regulator							1			
30	V10K V-Notch service kit							1			
31	50-178 Vacuum regulator							1			
32	50-178 Pressure relief unit							1			
34	Kent V2000 Regulator							1			
35	Kent V2000 Regulator Service Kit							1			
36	V10k V2000 Vacuum Gauge							1			
45	Safety vent valve							1			
67	AZ Valve 3/4" Manual							1			
68	AZ Valve 1/2" Manual							1			
69	CL2 Brass valves							1			
70	CL2 Yoke with Brass Valve (high Strength)							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

Signature of tenderer from Annex B

TENDER NO: 122S/2021/22

		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)

Date: _____

Tender summary			
Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)
(C24) Total local content			R
(C25) Average local content % of tender			

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS - STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION SECTOR

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.

2. General Conditions

- 1.7 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.8 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.
- 1.9 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.
- 1.10A 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.
- 1.11The 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.

- 1.12A 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)

5. 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

Steel Products and Component for Construction sector

100%

6. 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.

7. 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 - STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION (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

- 3 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.
- 4 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:

- (f) The facts contained herein are within my own personal knowledge.
- (g) I have satisfied myself that:
 - (ii) 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;
- (h) 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.

- (i) 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.
- (j) 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.			
(C2)	Tender description:			
(C3)	Designated product(s)	Steel Products and Component for Construction		
(C4)	Tender Authority:			
(C5)	Tenderer Entity name:			
(C6)	Tender Exchange Rate:	Pula		EU
(C7)	Specified local content %			

GBP

Note: VAT to be excluded from all calculations

TENDER NO:122S/2021/22

		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)
51	Liquid Trap Complete for 70kg Cylinder excl. gauge							1			
52	Liquid Trap Complete for 1 ton Cylinder excl. gauge							1			
53	Gas Manifold per cylinder							1			
54	70kg Cylinder brackets and chains							1			
72	Wind sock Steel bracket only							1			
73	Chlorine Emergency: Shower SS							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											

Signature of tenderer from Annex B

Date: _____

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

Not applicable to this tender

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.		

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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 15: Information to be provided with the tender

The following information shall be provided with the Tender:

- a. Schedule 15A: Key Personnel together with required CVs.
- b. Schedule 15B: Tendering Entity Track Record
- c. Schedule 15C: Workshop Checklist
- d. Schedule 15D: Technical Data Sheets

SIGNED ON BEHALF OF TENDERER:

Schedule 15A: Key Personnel

The tenderer is referred to the Specification and Tender Conditions and shall insert in the spaces provided below (if space is not sufficient this page may be copied):

a) details of the key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be responsive;

b) the Curriculum Vitae of each individual must be attached to this schedule; and

c) a statement for each of the individuals identified, which indicates any fields of specialization and any recent experience that is relevant to this tender (which may or may not form part of the individual's curriculum vitae). Tenderers should indicate to which part of this tender, the field of specialization is relevant to.

Technical Supervisor		
Name	Qualifications	No. of Years Specified Work Experience

Mechanical Artisan		
Name	Qualifications	No. of Years Specified Work Experience

Electrical/Instrumentation Artisan		
Name	Qualifications	No. of Years Specified Work Experience

SIGNED ON BEHALF OF TENDERER:

Schedule 15B: Tendering Entity Track Record

The tenderer is referred to the appropriate clause(s) of the Tender Conditions and shall provide details on the schedule below to proof compliance with the relevant tender requirements.

Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary).

Maintenance and repairs on Chlorine Gas Dosing systems			
TYPE OF RELEVANT WORK PREVIOUSLY PERFORMED	CLIENT'S DETAILS (Location where work was performed, company name, contact name & phone number)	DATE OF CONTRACT Start date and End Date	VALUE OF CONTRACT

SIGNED ON BEHALF OF TENDERER:

Schedule 15C: Local Workshop and Storage Facility Checklist

NOTE: This is not an eligibility criteria; it is a contract condition.

Tenderers must ensure Returnable Schedule 15C: Local Workshop Certification is obtained by a CCT representative. Failure to provide signed and approved CCT certification IN THIS TENDER SUBMISSION could result in the tenderer not being able to achieve the specified minimum requirements or within 7 (seven) days of the Employer's written request thereof.

A City of Cape Town Engineer will engage the successful tenderer(s) and a workshop inspection will be arranged with the tenderer(s) within one month on contract commencement.

The CCT Engineer is required to inspect, complete and certify the workshop in order to ensure it meets the CCT Water and Sanitation department's minimum requirements for a maintenance workshop suitable for industrial type repairs, and this term tender's requirements.

Workshop name: _____

Workshop location: _____

CHECKS	Comment	Acceptable Yes/No
Structure: <ul style="list-style-type: none"> - Roof and walls - Hard Floor Area - Office - Floor layout and clear demarcation - Compliant to 5S Principles 		
Minimum working height of 3m available		
Storage capability		
COMMENTS		

Date		
Project Name		
CCT Rep – Name & Signature		

SIGNED ON BEHALF OF TENDERER:

Schedule 15D: Technical Data Sheet

The Tenderer is to complete all information pertaining to the relevant equipment. Technical data sheet is to be submitted for all items under the pricing schedule

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
21	D1	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
22	D2	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
23	D3	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
24	D4	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
25	D5	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
26	D6	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET							OFFERED	
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer						
		Model						
		Description						
		Country of manufacture						
27	D7	Design parameters / ranges						
		NB. Parts list drawing to be attached giving the following information:						
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description	

TECHNICAL DATA SHEET							OFFERED
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
28	D8	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET					OFFERED		
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
29	E1	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET							OFFERED	
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer						
		Model						
		Description						
		Country of manufacture						
30	E2	Design parameters / ranges						
		NB. Parts list drawing to be attached giving the following information:						
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description	

TECHNICAL DATA SHEET							OFFERED		
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer							
		Model							
		Description							
		Country of manufacture							
31	E3	Design parameters / ranges							
		NB. Parts list drawing to be attached giving the following information:							
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description		

TECHNICAL DATA SHEET							OFFERED	
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer						
		Model						
		Description						
		Country of manufacture						
32	E4	Design parameters / ranges						
		NB. Parts list drawing to be attached giving the following information:						
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description	

TECHNICAL DATA SHEET							OFFERED	
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer						
		Model						
		Description						
		Country of manufacture						
33	E5	Design parameters / ranges						
		NB. Parts list drawing to be attached giving the following information:						
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description	

TECHNICAL DATA SHEET					OFFERED		
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
34	E6	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET							OFFERED
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
35	E7	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
36	E8	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
37	F1	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
38	F2	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET					OFFERED		
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
39	F3	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET							OFFERED	
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer						
		Model						
		Description						
		Country of manufacture						
40	F4	Design parameters / ranges						
		NB. Parts list drawing to be attached giving the following information:						
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description	

TECHNICAL DATA SHEET							OFFERED	
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer						
		Model						
		Description						
		Country of manufacture						
41	F5	Design parameters / ranges						
		NB. Parts list drawing to be attached giving the following information:						
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description	

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
42	F6	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
43	F7	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
44	F8	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET					OFFERED		
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
45	F9	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET					OFFERED		
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
46	G1	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET							OFFERED	
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer						
		Model						
		Description						
		Country of manufacture						
47	G2	Design parameters / ranges						
		NB. Parts list drawing to be attached giving the following information:						
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description	

TECHNICAL DATA SHEET					OFFERED		
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
48	G3	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET						OFFERED	
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
49	G4	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET						OFFERED	
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
50	G5	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
51	H1	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
52	H2	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
53	H3	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET							OFFERED		
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer							
		Model							
		Description							
		Country of manufacture							
54	H4	Design parameters / ranges							
		NB. Parts list drawing to be attached giving the following information:							
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description		

TECHNICAL DATA SHEET						OFFERED	
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
55	H5	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET						OFFERED	
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
56	H6	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET					OFFERED		
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
57	H7	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET					OFFERED		
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
58	H8	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET							OFFERED	
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer						
		Model						
		Description						
		Country of manufacture						
59	H9	Design parameters / ranges						
		NB. Parts list drawing to be attached giving the following information:						
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description	

TECHNICAL DATA SHEET					OFFERED		
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
60	H10	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET					OFFERED		
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
61	H11	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET							OFFERED	
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer						
		Model						
		Description						
		Country of manufacture						
62	H12	Design parameters / ranges						
		NB. Parts list drawing to be attached giving the following information:						
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description	

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
63	H13	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
64	H14	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
65	H15	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET							OFFERED		
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer							
		Model							
		Description							
		Country of manufacture							
66	H16	Design parameters / ranges							
		NB. Parts list drawing to be attached giving the following information:							
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description		

TECHNICAL DATA SHEET							OFFERED		
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer							
		Model							
		Description							
		Country of manufacture							
67	H17	Design parameters / ranges							
		NB. Parts list drawing to be attached giving the following information:							
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description		

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
68	H18	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET					OFFERED		
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
69	H19	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET					OFFERED		
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
70	H20	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET							OFFERED		
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer							
		Model							
		Description							
		Country of manufacture							
71	I1	Design parameters / ranges							
		NB. Parts list drawing to be attached giving the following information:							
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description		

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
72	12	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
73	13	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
74	14	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
75	15	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
76	16	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET		OFFERED					
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
77	17	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

TECHNICAL DATA SHEET							OFFERED	
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer						
		Model						
		Description						
		Country of manufacture						
78	18	Design parameters / ranges						
		NB. Parts list drawing to be attached giving the following information:						
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description	

TECHNICAL DATA SHEET							OFFERED	
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer						
		Model						
		Description						
		Country of manufacture						
79	19	Design parameters / ranges						
		NB. Parts list drawing to be attached giving the following information:						
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description	

TECHNICAL DATA SHEET					OFFERED		
Insert Pricing schedule Item number below:	Insert Pricing schedule payment reference number below:	Manufacturer					
		Model					
		Description					
		Country of manufacture					
80	110	Design parameters / ranges					
		NB. Parts list drawing to be attached giving the following information:					
		Annexure reference:	Drawing number	Key	Part No.	Qty	Description

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 101 of 66

TENDER NO: 122S/2021/22

**SERVICING AND REPAIRS OF CHLORINE GAS DOSING EQUIPMENT ON VARIOUS BULK
WATER AND WASTE WATER TREATMENT FACILITIES AT THE CITY OF CAPE TOWN**

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT UP TO 30 JUNE 2025

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 and replace with the following:

- 7.1 Within 14 (fourteen) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified herein.

The Guarantee Sum shall be equal **R150 000.00**

Delete clause 7.3 and replace with the following:

- 7.3 The performance security shall be furnished strictly in accordance with the terms and conditions set out in **Form of Guarantee / Performance Security** and can only be issued by any one of the Financial Institutions listed in **Annexure A** (attached to this form).

Delete clause 7.4 and replace with the following:

- 7.4 The performance security will be discharged by the purchaser and returned to the supplier strictly in accordance with the terms and conditions set out in the **Form of Guarantee / Performance Security**

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 **twelve (12) 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 in this contract shall be subject to contract price adjustment. The following conditions will be applicable and must be read in conjunction with Schedule 8 (Contract Price Adjustment and/or Rate of Exchange Variation):
- a) Contract price adjustment will be applied annually to all rates and in accordance with Schedule 8 as per tender document.
 - b) No Contract Price Adjustment shall be applied to Provisional Sums.
 - c) For the purpose of this clause, Preliminary charges are included with Labour and material for the sake of convenience, and which otherwise may have no relationship with each other
 - d) For the purposes of calculating the adjustment rates, the applicable Contract Price Adjustment Factor shall be multiplied with each rate
 - e) The following SEIFSA tables shall be regarded as relevant to this contract:

Labour and Material Method of Price Adjustment

Table D Consumer Price Index (CPI)

Table U Production Price Index (PPI), Final Manufactured Goods

Method of Price Adjustment

The applicable formulae are:

$$A = a + b \frac{L_n}{L_o} + c \frac{M_n}{M_o} - 1$$

where

- A = Adjustment Factor rounded off to the sixth decimal place
- a = 0.10 Fixed coefficient (non-adjustable portion)
- b = 0.25
- c = 0.65 Coefficients (sum of these coefficients shall be 0,90)
- L_n = Current labour index in Table D
- L_o = Base labour index in Table D
- M_n = Current materials index in Table U
- M_o = Base materials index in Table U

Labour only Method of Price Adjustment

Table D Consumer Price Index (CPI)

Method of Price Adjustment

The applicable formulae are:

$$A = a + b \frac{L_n}{L_o} - 1$$

where A = Adjustment Factor rounded off to the sixth decimal place
 a = 0.10 Fixed coefficient (non-adjustable portion)
 b = 0.90
 Ln = Current labour index in Table D
 Lo = Base labour index in Table D

Material only Method of Price Adjustment

Table U Production Price Index (PPI), Final Manufactured Goods

Method of Price Adjustment

The applicable formulae are:

$$A = a + c \frac{M_n}{M_o} - 1$$

where A = Adjustment Factor rounded off to the sixth decimal place
 a = 0.10 Fixed coefficient (non-adjustable portion)
 c = 0.90)
 Mn = Current labour index in Table U
 Mo = Base labour index in Table U

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.

17.53.2 Adjustment for variations in customs surcharge and customs duty

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

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

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

21. Delays in the supplier's performance

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

21.2 If at any time during the performance of the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 Days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be:

1% per day late (per works project) delivery to the CCT, Up to and not exceeding of 10% per order.

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

- 28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the purchaser or its agents or employees.
- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.
- 28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

36. ESTABLISHMENT OF A FULLY COMPLAINT WORKSHOP FACILITY INCLUSIVE OF SERVICES AND PRODUCTS AS SPECIFIED WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE CITY OF CAPE TOWN, WITHIN 30 DAYS FROM COMMENCEMENT OF CONTRACT

- 36.1 The supplier must within 30 days from commencement of the contract, establish a Workshop Facility

within the Geographical Boundaries of the City of Cape which meets the requirements set out in the Specifications in full, and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations.

- 36.2 The City of Cape Town shall perform a minimum of one (1) technical assessment of the Workshop Facility mentioned in clause 36.1 above, to confirm that it complies with the requirements set out in the Specifications and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations. Only once the technical compliance of the Workshop Facility has been confirmed in full by the City of Cape Town, after the aforementioned technical assessment, will work be allocated and/or products be procured from the supplier in terms of this contract. Should the supplier fail to establish a Workshop Facility which complies with the aforementioned requirements, within the thirty (30) days mentioned in clause 36.1 above or a reduced period as contemplated in clause 36.3 below, this shall be a material breach of the contract and the City shall be entitled to terminate the contract forthwith and without further notice to the supplier. The date on which the aforementioned technical assessment shall be held, will not exceed two weeks from expiry of the thirty (30) days period.
- 36.3 The supplier may inform the City of Cape Town that it is ready for the technical assessment referred to in clause 36.2 above, earlier than the thirty (30) day period mentioned in clause 36.1 above, in which case the supplier shall forfeit the remaining days of the aforementioned period and the City of Cape Town shall be entitled to conduct the technical assessment at an agreed date and time between the parties, which shall not exceed two weeks from receipt from the suppliers notification in terms of this clause.
- 36.4 The supplier shall cooperate fully and in good faith with the City of Cape Town in arranging for and assisting the City of Cape Town with the technical assessment referred to in clause 36.2 above, including but not limited to providing the City of Cape Town with access to all parts of the Workshop Facility during that assessment and demonstrating to the City all aspects of the facility relevant for the aforementioned technical assessment.
- 36.5 Notwithstanding the contents of 36.1 to 36.4 above, the City of Cape Town reserves the right, at its sole discretion and on fourteen (14) days notice, to perform technical assessments of the Workshop Facility during the tenure of the contract as and when required, to ensure that the Workshop Facility meets the requirements set out in the Specifications in full, and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations. Should the outcome of the technical assessment be that the Workshop Facility is not compliant with the aforesaid requirement, this shall be a material breach of the contract.
- 36.6 The supplier shall submit to the City of Cape Town all documents as requested in the Specification as well as the responsive criteria mentioned in the tender document. All qualified staff employed by the supplier, Call-out vehicles (owned or leased) as well as tooling and equipment specified must be available for use by the supplier within thirty (30) days from commencement of the contract."

37. Protection of personal information

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

(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****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

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

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

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

PERFORMANCE GUARANTEE

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

5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE**LIST OF APPROVED FINANCIAL INSTITUTIONS**

The following financial institutions are currently (as at 07 February 2020) 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:

Bryte Insurance Co. (Previously Zurich Insurance Co.)
Coface SA
Compass Insurance Co.
Credit Guarantee Insurance Corporation of Africa
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Infiniti Insurance Limited
Lombard Insurance
New National Assurance Co.
PSG Konsult Ltd (Previously Absa Insurance)
Regent Insurance Co.
Renasa Insurance Company Ltd.
Santam Limited

(10) FORM OF ADVANCE PAYMENT GUARANTEE**NOT APPLICABLE****ADVANCE PAYMENT GUARANTEE****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

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

Amount in words:

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

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

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

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

Amount in words:

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

(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/Mandatar/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 at on the day of 20....

Witness

Mandatar

Signed at on the day of 20

 Witness

 for and on behalf of
 City of Cape Town

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

Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 122S/2021/22

**TENDER DESCRIPTION: SERVICING AND REPAIRS OF CHLORINE GAS DOSING EQUIPMENT ON
VARIOUS BULK WATER AND WASTE WATER TREATMENT FACILITIES AT THE CITY OF CAPE TOWN**

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)

Section	Description
A	PRELIMINARY CHARGES
B	LABOUR RATES FOR SERVICES (MAJOR & MINOR
C	LABOUR RATES FOR BREAKDOWNS AND CALLOUTS
D	ADHOC SPARES-SK10 SUPPLY ONLY
E	ADHOC SPARES-VK10 AND V2000 SUPPLY ONLY
F	ADHOC SPARES –INJECTORS SUPPLY ONLY
G	ADHOC SPARES –SCALES SUPPLY ONLY
H	ADHOC SPARES- GAS MANIFOLDS
I	ADHOC SPARES-SAFETY EQUIPMENT
J	ADHOC SPARES PROVISIONAL SUM
ANNEXURE 1	Summary of process diagram for Works Order
ANNEXURE 2	Breakdown Feedback proforma
ANNEXURE 3	Health and Safety Specification
ANNEXURE 4	Environmental Management Specification

SECTION A: PRELIMINARY CHARGES**Payment refer: A1 Detailed Works Programme**

If the City official requests for a detailed works program for a specific Works Package, the Supplier shall visit the site and submit a detailed works programme to CCT prior to work commencing on site. The detailed schedule shall clearly indicating the duration of work (kick-off date to date of commissioning). Only once the works programme has been approved by the City of Cape Town will the Contractor be allowed to proceed with the Works.

The Supplier is to note that the Water and Sanitation infrastructure cannot be shut down or isolated for extended periods of time and the Supplier in collaboration with the representative needs to program the works accordingly and make the necessary arrangements to ensure operational mandates are not put at risk. Repairs and installation are therefore to be carried out in a systematically manner.

Payment refer: A2 Site specific HS&E risk assessment

See Health and Safety and Environment Specifications.

Payment refer: A3 Site specific method statement

The site specific method statement shall contain the methodology of how the works will be executed. The method statement shall clearly indicate the detail and nature of work to be completed, which section of the works will be effected, how water will be handled.

This will include inspection and repair reports. The inspection form will indicate clearly the name of the valve, as well as the pressure class of the valve, detail the work that was carried out, photograph of the equipment nametag, photograph of the works being carried out or disassembled valve, indication of defects that requires replacement of the valve. In addition, leak testing and pressure testing results and a copy of the works programme is also to be included.

Payment refer: A4 Training

The training will be in the form of on-the-job training during both preventative and reactive maintenance

activities.

When maintenance activities are carried out, the CCT will allocate its own maintenance resources to attend, observe and receive on – the – job training. Arrangements to facilitate such training will be agreed on between CCT and tenderer prior to such activity.

If the CCT identifies specific shortcomings on certain equipment or processes, the successful tenderer can be requested to provide specific training interventions by specific equipment specialists. The Trainer shall provide theoretical and practical training on the identified equipment and present to groups between 5 and 10 people. With every training intervention, training materials are to be provided as part of such intervention, such materials shall be submitted to the CCT for approval prior to the training intervention in the form of a Safe-Operating-Procedure/ Safe-Work-Procedure.

Prior approval must be obtained from the CCT before any expenses are incurred in this regard.

SECTION B: LABOUR COST FOR MINOR AND MAJOR SERVICES

Payment refer: B1 to B5 MINOR SERVICES- 12 Monthly

This specification covers the City of Cape Town's requirements for the supply of labour only for all work with regards to chlorine installations at various sites listed in 2.1.3 of the scope of works section of this tender document.

The following are envisaged:

- Supply of labour and resources for cleaning, replacing, faultfinding, fabricating etc
- The unit of measurement shall be an **hourly** rate to supply the required labour.
- 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. Separate items will be listed in the Bill of Rates for different labour types and working hours.
- Scope of minor services is covered under the scope of works section 2.1.1 in this document

Payment refer: B6 to B10 MAJOR SERVICES – 12 Monthly

This specification covers the City of Cape Town's requirements for the supply of labour only for all work with regards to chlorine installations at various sites listed in 2.1.3 of the scope of works section of this tender document.

The following are envisaged

- Supply of labour and resources for cleaning, replacing, faultfinding, fabricating etc
- The unit of measurement shall be an **hourly** rate to supply the required labour.
- 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
- Separate items will be listed in the Bill of Rates for different labour types and working hours.
- Scope of major services is covered under the scope of works section 2.1.2 in this document

SECTION C: BREAKDOWN AND CALLOUT LABOUR RATES:

Payment refer: C1 to C3 Labour rates normal working hours

- Supply the following labour rates based on normal hourly labour rates, including, transport, equipment, hand tools, power tools and safety equipment etc. Weekdays 07:30 to 17:00

Payment refer: C4 to C6 Labour rates overtime working hours

- Supply the following labour rates outside of normal working times, include all transport, equipment, hand tools, power tools and safety equipment etc. Weekdays 17:00 to 07:30 as well as Weekends and Public Holidays.

SECTION D: ADHOC SPARES-S10K SUPPLY AND DELIVERY ONLY

Payment refer: D1 to D8

Scope:

This specification covers the City of Cape Town's requirements for the purpose of supplying parts required for any work to be done. The following list supplied contains the equipment currently installed on Chlorine Gas Dosing systems. The manufacturer details provided are solely for guidance therefore, equivalent parts may be provided as long as they are chlorine suitable and will fit the existing installations. Although the parts listed below are identified as complete units, it should be noted that the City of Cape Town may purchase any part within such listed units. The item then will be supplied as a provisional sum item. The tenderer will make available the relevant information, in the form of a data sheet, or safe work procedure for maintenance and safe operating procedure for any of the equipment listed below, when requested by any CCT official. For any part quoted for other than the installed components a technical data sheet must be completed for evaluation, refer to Schedule 15D (Technical Data Sheets) of the tender document.

Payment Refer	Description	Existing equipment utilized in the City of Cape Town	
		Manufacturer	Part No.
D1	S10K 75mm Flow meter assembly	Wallace & Tiernan	W3T98099
D2	S10K125mm Flow meter assembly	Wallace & Tiernan	W2T634587
D3	S10K Vacuum Demand valve (Std)	Wallace & Tiernan	W3T291647
D4	S10K Vacuum Demand valve (S/Over)	Wallace & Tiernan	W3T291651
D5	S10K Service Kit V.regulator standard	Wallace & Tiernan	W3T291488
D6	S10K Service Kit V.regulator change over	Wallace & Tiernan	W3T291488
D7	75mm Dosing Service Kit	Wallace & Tiernan	W3T291490
D8	125mm Dosing Service Kit	Wallace & Tiernan	W3T291489

SECTION E: ADHOC SPARES-V10K AND V2000 AND DELIVERY ONLY

Payment refer E1 to E8

Scope:

This specification covers the City of Cape Town's requirements for the purpose of supplying parts required for any work to be done. The following list supplied contains the equipment currently installed on Chlorine Gas Dosing systems. The manufacturer details provided are solely for guidance therefore, equivalent parts may be provided as long as they are chlorine suitable and will fit the existing installations. Although the parts listed below are identified as complete units, it should be noted that the City of Cape Town may purchase any part within such listed units. The item then will be supplied as a provisional sum item. The tenderer will make available the relevant information, in the form of a data sheet, or safe work procedure for maintenance and safe operating procedure for any of the equipment listed below, when requested by any CCT official. For any part quoted for other than the installed components a technical data sheet must be completed for evaluation, refer to Schedule 15D (Technical Data Sheets) of the tender document.

Payment Refer	Description	Existing equipment utilized in the City of Cape Town	
		Manufacturer	Part No.
E1	V10K V-Notch regulator	Wallace & Tiernan	W3T174962
E2	Service Kit	Wallace & Tiernan	W3T167494
E3	50-178 Vacuum regulator	Wallace & Tiernan	W3T384925
E4	50-178 Pressure relief unit	Wallace & Tiernan	W3T98020
E5	50-178 Service Kit	Wallace & Tiernan	W3T108294
E6	Kent V2000 Regulator	Wallace & Tiernan	W3T291679
E7	Kent V2000 Regulator Service Kit	Wallace & Tiernan	W3T108294
E8	V10K/V2000 Vacuum Gauge	Wallace & Tiernan	W3T168305

SECTION F: ADHOC SPARES –CHLORINE INJECTORS SUPPLY AND DELIVERY ONLY

Payment refer F1 to F9

Scope:

This specification covers the City of Cape Town's requirements for the purpose of supplying parts required for any work to be done. The following list supplied contains the equipment currently installed on Chlorine Gas Dosing systems. The manufacturer details provided are solely for guidance therefore, equivalent parts may be provided as long as they are chlorine suitable and will fit the existing installations. Although the parts listed below are identified as complete units, it should be noted that the City of Cape Town may purchase any part within such listed units. The item then will be supplied as a provisional sum item. The tenderer will make available the relevant information, in the form of a data sheet, or safe work procedure for maintenance and safe operating procedure for any of the equipment listed below, when requested by any CCT official. For any part quoted for other than the installed components a technical data sheet must be completed for evaluation, For any part quoted for other than the installed components a technical data sheet must be completed for evaluation, refer to Schedule 15D (Technical Data Sheets) of the tender document.

Payment Refer	Description	Existing equipment utilized in the City of Cape Town	
		Manufacturer	Part No.
F1	19mm Injector	Wallace & Tiernan	W3T174961
F2	25mm Injector	Wallace & Tiernan	W3T174961-1
F3	2" PVC Injector High	Wallace & Tiernan	W3T167391
F4	2" Bronze Injector	Wallace & Tiernan	W3T163724
F5	19mm Injector Service Kit	Wallace & Tiernan	W3T291971
F6	26mm Injector Service Kit	Wallace & Tiernan	W3T291950
F7	2" PVC Injector High Service Kit	Wallace & Tiernan	W3T291921
F8	2" Bronze Injector Service Kit	Wallace & Tiernan	W3T159308
F9	Safety vent valve	Wallace & Tiernan	W3T162429

SECTION G: ADHOC SPARES –SCALES SUPPLY AND DELIVERY ONLY

Payment refer G1 to G5

Scope:

This specification covers the City of Cape Town's requirements for the purpose of supplying parts required for any work to be done. The following list supplied contains the equipment currently installed on Chlorine Gas Dosing systems. The manufacturer details provided are solely for guidance therefore, equivalent parts may be provided as long as they are chlorine suitable and will fit the existing installations. Although the parts listed below are identified as complete units, it should be noted that the City of Cape Town may purchase any part within such listed units. The item then will be supplied as a provisional sum item. The tenderer will make available the relevant information, in the form of a data sheet, or safe work procedure for maintenance and safe operating procedure for any of the equipment listed below, when requested by any CCT official. For any part quoted for other than the installed components a technical data sheet must be completed for evaluation,

For any part quoted for other than the installed components a technical data sheet must be completed for evaluation, refer to Schedule 15D (Technical Data Sheets) of the tender document.

Payment Refer	Description	Existing equipment utilized in the City of Cape Town	
		Manufacturer	Description /Specification
G1	Scale only for CL2 70kg Cylinder	Cape Town Scales	CTS 150
G2	Display only for CL2 70kg Scale	Cape Town Scales	CTS 150
G3	Load cell for 1 TON CL2 Cylinder	Cape Town Scales	CTS Shearbeam
G4	Display only for 1 TON Load cell	Cape Town Scales	CTS KMOS
G5	Complete Base Frame for 1 TON Cylinder (excl. Load cells and display)	Cape Town Scales	IT/Frame

SECTION H: ADHOC SPARES- GAS MANIFOLDS SUPPLY AND DELIVERY ONLY

Payment refer H1 to H20

Scope:

This specification covers the City of Cape Town's requirements for the purpose of supplying parts required for any work to be done. The following list supplied contains the equipment currently installed on Chlorine Gas Dosing systems. The manufacturer details provided are solely for guidance therefore, equivalent parts may be provided as long as they are chlorine suitable and will fit the existing installations. Although the parts listed below are identified as complete units, it should be noted that the City of Cape Town may purchase any part within such listed units. The item then will be supplied as a provisional sum item. The tenderer will make available the relevant information, in the form of a data sheet, or safe work procedure for maintenance and safe operating procedure for any of the equipment listed below, when requested by any CCT official. For any part quoted for other than the installed components a technical data sheet must be completed for evaluation. For any part quoted for other than the installed components a technical data sheet must be completed for evaluation, refer to Schedule 15D (Technical Data Sheets) of the tender document.

Payment Refer.	Description	Manufacturer / Example	Description / Specification
	MANIFOLDS		
H1	Liquid Trap Complete for 1 x 70kg Cylinder with gauge fitting	Maxal Projects LT/70	All CL2 Liquid traps and manifolds should be fabricated in steel of no less than schedule 80 and all steel fittings used must be of similar thickness and strength to schedule 80 steel. A pressure test certificate must accompany the delivery of all liquid traps and manifolds. All liquid traps and manifolds shall be coated with no less than a Duplex system epoxy coating, and must include a thickness test certificate. This price shall be multiplied where multiple cylinders are utilized. Must be suitable to prevent any toppling of cylinders at all times and through all weather conditions if housed outside.
H2	Liquid Trap Complete for 1 x 1 ton Cylinder with gauge fitting	Maxal Projects LT/1T	
H3	Gas Manifold per cylinder	Maxal Projects LTM2	
H4	70kg Cylinder brackets and chains	Maxal Projects CYL/B	

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			Must be fabricated in steel and a Duplex system epoxy coating should then be added.
H5	Liquid trap heater	Belt Heater NCHW-2	Heating tape provided shall give an output of no less than 25Watts per meter and fit for 220V power source. The heating tape will be procured per meter.
H6	Heater tape wrap	N/A	Heater tape wrap provided shall have adhesive and insulation properties and must be able to withstand the heat that is generated by the heater tape in Payment Refer.7.5
H7	CL2 Gauge Postive pressure 0-16 bar	WIKA 990.10	The chlorine gauge provided will be of 0-16 bar range. It will be certified suitable for chlorine gas.
H8	Standard lead washer	Size: 68x25x3mm	The lead washer shall be suitable to prevent all possible chlorine leaks and dimensions shall fit all ,chlorine brass valves utilized on the CL2 cylinders and pigtails.
H9	Nipple 3/4" NPT to 3/4 BSP Cadum Plated	K-Quip 3/4-3/4	The adaptor nipple shall be fabricated in steel and of suitable strength. Cadum Plated and in the dimensions provided under the description.
H10	Nipple & Nut (Pigtail Saver Short)	Maxal Projects BV3/4nn	Shall be fabricated in steel and of suitable strength.
H11	Nipple & Nut (Pigtail Saver Long)	Maxal Projects BV4/5nn	Shall be fabricated in steel and of suitable strength.
	SPANNERS		
H12	Chlorine Spanner	CSS Sherwood	All spanners provided must be suitable for chlorine use and must accompany a certificate.
H13	FS Flex Line Spanner	FS Sherwood	All spanners provided must be suitable for chlorine use and must accompany a certificate.
	AUXILLIARY		
H14	3/4" Pigtail Saver with running nut	Maxal Projects BV4/6nn	The saver shall be fabricated in steel and of suitable strength.
H15	3/4" Pigtail Saver with yoke & valve	Maxal Projects HS/PS	The saver shall be fabricated in steel and of suitable strength.
H16	Flex tubing (Pigtail)	K-Quip Flex	Shall be fabricated in at least 1.2mm thick copper tubing and Cadum plated and must accompany a conformance certificate. Pigtail will be procured per meter required. Each Pigtail procured must be complete with nuts on either end. Also note that the ommon length are 1.2m and 2m and 5m
	BRASS STOP COCKS		
H17	AZ Valve 3/4" Manual	AZ Valves Part No. 020-1302-2842	Simular valves may be provided as long as they are chlorine suitable and all thread, flange drilling and face-to-face dimensions are the same as the example
H18	AZ Valve 1/2" Manual	AZ Valves Part no. 015-3302-2842	Simular valves may be provided as long as they are chlorine suitable and all thread, flange drilling and face-to-face

			dimensions are the same as the example
H19	CL2 Brass valves	Adceng-Sherwood-S/V 3/4"	Simular valves may be provided as long as they are chlorine suitable and all thread, flange drilling and face-to-face dimensions are the same as the example
H20	CL2 Yoke with Brass Valve (high Strength)	Maxal Projects HS/PS	Simular valves may be provided as long as they are chlorine suitable and all thread, flange drilling and face-to-face dimensions are the same as the example

SECTION I: ADHOC SPARES-SAFETY EQUIPMENT SUPPLY AND DELIVERY ONLY

Payment refer I1 to I10

Scope:

This specification covers the City of Cape Town's requirements for the purpose of supplying parts required for any work to be done. The following list supplied contains the equipment currently installed on Chlorine Gas Dosing systems. The manufacturer details provided are solely for guidance therefore, equivalent parts may be provided as long as they are chlorine suitable and will fit the existing installations. Although the parts listed below are identified as complete units, it should be noted that the City of Cape Town may purchase any part within such listed units. The item then will be supplied as a provisional sum item. The tenderer will make available the relevant information, in the form of a data sheet, or safe work procedure for maintenance and safe operating procedure for any of the equipment listed below, when requested by any CCT official. For any part quoted for other than the installed components a technical data sheet must be completed for evaluation, refer to Schedule 15D (Technical Data Sheets) of the tender document.

Payment Refer.	Description	Manufacturer / Example	Description / Specification
I1	Wind Indicator (Sock)	N/A	Shall suit Payment refer. 8.1. Shall be fabricated in aluminium and of suitable strength for all weather conditions. Shall be epoxy coated for corrosion protection in a colour (Canary Yellow) with wind directional markings on. The Indicator design should display wind direction and wind speed.
I2	Wind sock bracket only	N/A	Shall suit Payment refer. 8.1. Shall be fabricated in steel and of suitable strength for all weather conditions. Shall be service free with sealed-for-life, yet replaceable bearings. Shall include mounting brackets for either wall or flat concrete mounting. Shall be costed per 2m of leangth. Shall be galvanized for corrosion protection.
I3	Chlorine Emergency: Shower SS	Maxal Projects SHSS/EW	Shower to be fabricated in stainless steel. It shall include face wash basin, quick-activation slip free grid mat and shall have enough sprayers to wash down a full bodied person from head to toe simultaneously.
I4	Chlorine Emergency: Full Face Mask	Drager X-plore 6300	Shall suit Payment refer. 8.5. Full-face Mask:Suitable for working in

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			areas where chlorine has been dispersed.
I5	Chlorine Emergency: Cartridge Filter for Full Face Mask	N/A	Shall suit Payment refer. 8.4 Cartridge Filter: Suitable for working in areas where chlorine has been dispersed with minimum gas concentration of 10000 ml ml/m3 [1.0 Vol.-%]. Class 3
I6	Chlorine Emergency: Breathing Aparatus Set (Includes: Face Mask, Backplate, Harness & Lung Demand Valve) Exclude cylinder	MSA full body	Shall suit Payment refer. 8.7: Full-face BA set for working in areas where chlorine has been dispersed.
I7	Chlorine Emergency: Breathing Aparatus Cylinder Only	N/A	Shall suit Payment refer. 8.6: Full-face BA set for working in areas where chlorine has been dispersed. Minumun 6 litre cylinder
I8	Chlorine Emergency: Gas Leak Detection Sensor	Honeywell Series 3000 mk11	Shall suit Payment refer. 8.8: Suitable for chlorine leak detection. A certificate of conformity shall accompany the unit provided.
I9	Chlorine Emergency: Gas Leak Detection Control Panel	N/A	Shall suit Payment refer. 8.8: Suitable for enabling chlorine leak detection sensor. A certificate of conformity shall accompany the unit provided.
I10	Chlorine Emergency: Pnuematic Cylinder Closure Valve	Maxal Projects	
I11	Chlorine Emergency: Electric Cylinder Closure Valve	Maxal Projects	
I12	Chlorine Emergency: Full Suit	Drager CPS 6900	Gas-tight suit: Suitable for working in areas where chlorine has been dispaersed. An equivalent of the example may be provided.

SECTION J: ADHOC SPARES-PROVISIONAL SUM SUPPLY AND DELIVERY ONLY**Payment refer J1 to J2**

Scope:

PROVISIONAL SUM

Unit: Sum

The provisional sum is a contingency amount to be spent by the Purchaser's Representative and is to be spent on mechanical screen items or components not listed in the Price Schedule, and is applicable to each individual Works Package for the duration of the Contract.

Suppliers will be required to obtain three quotations from three different suppliers.

Quotations need to be a detailed and must list where the individual parts were purchased and part numbers must be clearly indicated.

All new quotations shall be accompanied by a technical data sheet and the Manufacturer's installation, operation and maintenance instructions before approval.

MARK-UP RATES

Unit: %

The unit of measurement shall be a % fee for items not specifically indicated in the Price Schedule.

The tendered rate (%) shall include full compensation for procuring and handling as well as all royalties, patent rights, overheads and profit, etc. The mark-up rates shall only be applicable as and when approved by the Purchaser's Representative for items other than those set out in the Price Schedule

Payment Refer.	Description	Manufacturer / Example	Description / Specification
J1	Provisional Sum	N/A	Allow for the provisional sum for the selection, supply, delivery to site of any chlorine system related equipment below the value of R100000.00 excl. VAT.
J2	Mark up	N/A	Allow for % Mark up on cost price of item. 3 Quotes to be provided

2. MAINTENANCE & SERVICING OF CHLORINE EQUIPMENT

The purpose of this tender is to solicit bids for the provision of backup maintenance services for Chlorine systems at various City sites, in the event that the CCT's maintenance teams cannot perform these services. The services of the successful tenderer will thus be required on an as – and – when needed basis.

The contracted activities may include the following:

- The preventative maintenance services of the plant and equipment, and the routine replacement of consumables and wear-and-tear items covered in a fully comprehensive maintenance activity breakdown (as produced by tenderer).
- Unplanned emergency activities, including the replacement of defective parts in the event of breakdown. The Tenderer is expected to hold or have prompt access to critical parts to ensure that unforeseen disruptions are minimized to ensure a turn-around time of not exceeding 1 week from the date of the issuing of an authorized purchase order.
- The supply of materials as may become necessary outside of the routine preventive maintenance plan.
- Reporting on the performance and maintenance status of the equipment.
- Training CCT staff on maintenance activities (both preventative and reactive) and use of instruments and/or special tools.

All maintenance strategies, planning and scheduling will be performed by CCT. The services procured are to supplement the maintenance services available within the CCT where required.

The contractor shall execute preventative and reactive maintenance in conjunction with the Engineering and Asset Management (E&AM) maintenance section for a contract period of commencement of the contract not exceeding 30 June 2025. The COCT's representative during the period of the contract will be from the Engineering and Asset Management (E&AM), Mechanical Engineering consisting of the following:

- Mechanical Maintenance Manager (Regions 1,2 & 3)
- Senior Superintendents (Regions 1,2 & 3)
- And/or any other authorized Representative.

Maintenance can be defined as the function of maintaining, machinery and equipment, by conducting services, repair work, replacements of parts and restoration to allow such items to be used, in a, serviceable operational functioning condition to operate in the way they were intended safely. Maintenance includes the cleaning, removal of contaminants and waste, correct adjustment and setting, tightening, testing, fixing, refill, lubrication, corrosion prevention, touch up, servicing, inspection, replacement, re-installation, troubleshooting, calibration, condition determination, repair, modification, overhaul and rebuilding of Chlorine equipment. Maintenance can either be preventative or corrective of nature.

- Preventative maintenance (PM) can be seen as the execution of operational maintenance to reduce breakdowns and to detect weakness or defects for safety and operational statutory compliance. It therefore includes the replacement of unreliable components with approved components or subsystems which will improve the reliability of the equipment.

• If and when the CCT deems it necessary to supplement its in-house maintenance resources with those made available under this Contract, for the supply of material or spares and reactive maintenance, the successful tenderer will be notified of this requirement. Following the receipt of the notification, the tenderer will have 24 hours to respond to the notification with an estimate of costs based upon the Pricing Schedule rates and any other additional costs for approval by the CCT. Once approval is granted and an authorized and released purchase order is received, the tenderer will have 24 hours to submit detailed method statements. and the repair work must commence within a period not exceeding two (2) calendar days (unless otherwise agreed).

The reactive maintenance work required in terms of this contract are to be performed during regular working hours being Monday to Friday during the hours of 07:30 to 16:00 unless otherwise instructed by the CCT based on the nature of the breakdown.

All administrative activities (including Permit to work, Site inductions, lock out procedure, site access arrangements,QCP & BOQ etc.) will be in line with the CCT requirements and agreed on Contract commencement.

If equipment or parts of equipment requires to be moved to a suitable off-site location, the Tenderer is required to make such arrangements with the CCT.

The CCT or their duly appointed Agents shall retain the right to witness and/or verify the performance of any maintenance work by the Tenderer at any time.

2.1 Scope of Work for preventative maintenance

Periodic Preventative Maintenance of the chlorine equipment will happen as follows:

- **A minor 12 monthly service- “strip and clean” of equipment to remove contaminants and deposits (see 2.1.1 for a breakdown).**
- **A major 12 monthly service- that will require supply and fitment of all listed (in Clause 5b of Specification) service kits and to include tasks as per minor service. (see 2.1.2 for breakdown)**

Please note that the interval between a minor and a major service is 6 months.

2.1.1 Minor Service (Minor Service - 12 monthly)

- Periodic Cleaning to remove contaminants and deposits brought to the vacuum regulator(s) and control unit(s) by the gas flow and to the injector(s).
- In this service o-rings have to be removed and replaced, small components like the Injector Throat and Tailway etc have to be cleaned on every six monthly service.
- This service includes but does not limit:
 - a) Chlorine gas side
 - (b) Chlorine water side

Task list: Minor Service- (a) Gas Side
(12 Monthly)
1. NB. All applicable work permit and lock out procedures are to be adhered to before commencing the task and inspection
2. Observe all the safety precautions relating to handling chlorine gas dosing equipment
3. Isolate all valves and electrical devices, drain and purge all gas and water pipes. Ensure that adequate ventilation is maintained at all times
4. Clean and check liquid traps, manifold and heaters, rotameters
5. Strip and clean Vacuum regulators

6. Strip and clean Dosing regulators
7. Strip and clean Injectors and throat ways
8. Strip and clean V-notch auto if present
9. Verify scrubber unit operation if present by testing sprayers efficiency
10. Test chlorine gas leak detector
11. Check that all isolating and changeover valves are in working order
12. Check Booster pump system and reports defects.: Pump condition, pipework condition, gauge condition.
13. Test manifold system for leaks (Authorized Inspection Authority certificate)
14. Re-commission system and sign off work permit
15. Update safety inspection register, certifying the inspection and test work done. Report all defects to E&AM representative.

Task list: Minor Service- (b) Water Side
(12 Monthly)
1. NB. All applicable work permit and lock out procedures are to be adhered to before commencing the task and inspection
2. Observe all the safety precautions relating to handling chlorine gas dosing equipment
3. Isolate all valves and electrical devices, drain and purge all gas and water pipes. Ensure that adequate ventilation is maintained at all times
4. Check Booster pumps for abnormal noises
5. Check Booster pumps & couplings secured
6. Check Booster pumps pressure gauges
7. Check Injector pipework brittle condition.
8. Check Injector pipework secured.
9. Verify scrubber unit operation if present by testing sprayers efficiency
10. Check that all isolating and changeover valves are in working order
11. Re-commission system and sign off work permit
12. Update safety inspection register, certifying the inspection and test work done. Report all defects to E&AM representative.

NB: The 12 Monthly MINOR service will be replaced with the 12 monthly MAJOR service every 6 MONTH alternate cycle

2.1.2 Major Service (Major Service - 12 monthly)

- Periodic Preventative Maintenance to disassemble, inspect, clean and accomplish recommended parts replacement. Kits of replacement parts required for this periodic maintenance are available as listed in **Clause 5b of Specification**.
- Because of aging of elastomeric components and the desirability of checking internal zones for possible accumulations of deposits not seen in routine maintenance, it is recommended that they are performed during this one-year intervals, each of the principal components of the system should be completely disassembled.
- It is the contractor's responsibility to ensure that the appropriate preventive maintenance kits are available and are as specified in **Clause 5b of Specification**.
- Servicing of the chlorine equipment including installation of parts from maintenance kits should be restricted to trained, authorized personnel who are completely familiar with the entire contents of the equipment.
- This service includes but does not limit:
 - a) Chlorine gas side
 - (b) Chlorine water side

Task list: Major Service (a) Gas side
(12 Monthly)
1. NB. All applicable work permit and lock out procedures are to be adhered to before commencing the task and inspection
2. Observe all the safety precautions relating to handling chlorine gas dosing equipment
3. Isolate all valves and electrical devices, drain and purge all gas and water pipes. Ensure that adequate ventilation is maintained at all times
4. Clean and check liquid traps, manifold and heaters, rotameters
5. Replace Service Kits in Vacuum regulators
6. Replace Service Kits in Dosing regulators
7. Replace Service Kits in injector and throat-ways
8. Strip and clean V-notch auto if present
9. Verify scrubber unit operation if present by testing sprayers efficiency
10. Test chlorine gas leak detector.
11. Check all isolating valves are in working order
12. Check Booster pump system and reports defects.: Pump condition, pipework condition, gauge condition.
13. Test manifold system for leaks (AIA certificate)
14. Re-commission system and sign off work permit
15. Update safety inspection register, certifying the inspection and test work done.

Task list: Major Service- (b) Water Side
(12 Monthly)
1. NB. All applicable work permit and lock out procedures are to be adhered to before commencing the task and inspection
2. Observe all the safety precautions relating to handling chlorine gas dosing equipment
3. Isolate all valves and electrical devices, drain and purge all gas and water pipes. Ensure that adequate ventilation is maintained at all times
4. Check Booster pumps for abnormal noises
5. Check Booster pumps & couplings secured
6. Check Booster pumps pressure gauges
7. Check Injector pipework brittle condition.
8. Check Injector pipework secured.
9. Verify scrubber unit operation if present by testing sprayers efficiency
10. Check that all isolating and changeover valves are in working order
11. Re-commission system and sign off work permit
12. Update safety inspection register, certifying the inspection and test work done. Report all defects to E&AM representative.

2.1.3 List of City of Cape Town sites with existing equipment included

The equipment information given below may be subject to change due various reasons.

Plant	Equipment	Qty	Service Kit
Witzands WTP	Liquid trap/3 Cylinder Manifold c/w gauge and heater	2	Lock tight:
	W&T S10k Vacuum Regulator	2	W3T291488
	W&T S10k 75mm Dosing Regulators	1	W3T291490
	W&T Injector (19mm)	1	W3T291971
Pella Res.	Liquid trap/2 Cylinder Manifold c/w gauge and heater	2	Lock tight
	W&T S10k Vacuum Regulator	2	W3T291488
	W&T S10k 75mm Dosing Regulators	2	W3T291490
	W&T Injector (19mm)	2	W3T291971
Silwerstroom WTP	Liquid trap/2 Cylinder Manifold c/w gauge and heater	1	Lock tight
	Jesco Vacuum Regulator	1	35038,35093
	Jesco Dosing Regulator	1	81384, 80006
	Jesco Injector 3 Piece	1	33392
Brooklands WTP	Liquid trap/2 Cylinder Manifold c/w gauge and heater	2	Lock tight
	W&T S10k Vacuum Regulator	2	W3T291488
	Jesco Dosing Regulator	1	81384, 80006
	Jesco Injector 3 Piece	1	33392
Kloofnek	Liquid trap/1 Drum Manifold c/w gauge and heater	2	Lock tight
	W&T S10k Vacuum Regulator	2	W3T291488
	Fisher & Porter Dosing Regulator	3	614S096U01
	Jesco Injector 3 piece	3	33392
Molteno EHL Res	Liquid trap/2 Cylinder Manifold c/w gauge and heater	2	Lock tight
	W&T S10k Vacuum Regulator	2	W3T291488
	Siemens W&T S10k 75mm Dosing regulators	3	AAA1349
	W&T Injector (19mm)	3	W3T291971
Molteno 840 Res.	Liquid trap/2 Cylinder Manifold c/w gauge and heater	2	Lock tight
	W&T S10k Vacuum Regulator	2	W3T291488
	W & T S10 Auto 125mm Auto - V notch	1	W3T291488
	W&T Injector (19mm)	1	W3T291971
Molteno 760 Res.	Liquid trap/2 Cylinder Manifold c/w gauge and heater	2	Lock tight
	W&T S10k Vacuum Regulator	2	W3T291488
	Siemens W&T S10k 125 mm Dosing Regulator	1	W3T291489
	Jesco Injector 3 Piece	1	33392
	Jesco Auto V-notch Dosing Regulator	1	34690

Plant	Equipment	Qty	Service Kit
Wynberg Res. No.2	Liquid trap/2 Cylinder Manifold c/w gauge and heater	2	Lock tight
	W&T S10k Vacuum Regulator	2	W3T291488
	W&T S10k 75mm Dosing Regulators	2	W3T291490

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	Jesco Injector 3 Piece	2	33392
Wynberg Res. No.1	Liquid trap/1 Cylinder Manifold c/w gauge and heater	2	Lock tight
	W&T S10k Vacuum Regulator	2	W3T291488
	W&T S10k 75mm Dosing Regulators	2	W3T291490
	W&T Injector (19mm)	1	W3T291971
	W&T Injector (25mm)	1	W3T291950
Constantia Nek WTP	Liquid trap/2 Cylinder Manifold c/w gauge and heater	2	Lock tight
	W&T S10k Vacuum Regulator	2	W3T291488
	W&T S10k 75mm Dosing Regulators	3	W3T291490
	W&T Injector (19mm)	3	W3T291971
Newlands Res. (North)	Liquid trap/2 Cylinder Manifold c/w gauge and heater	2	Lock tight
CAPETOWN SIDE	W&T S10k Vacuum Regulator	2	W3T291488
	W&T S10k 125mm Dosing Regulators	1	W3T291489
	W&T Injector (19mm)	1	W3T291971
Newlands Res. (South)	Liquid trap/2 Cylinder Manifold c/w gauge and heater	2	Lock tight
WYNBERG SIDE	W&T S10k Vacuum Regulator	2	W3T291488
	W&T S10k 125mm Dosing Regulators	1	W3T291489
	W&T Injector (19mm)	1	W3T291971
Newlands Res. (Service)	Liquid trap/2 Cylinder Manifold c/w gauge and heater	2	Lock tight
	W&T S10k Vacuum Regulator	2	W3T291488
	W&T S10k 125mm Dosing Regulators	1	W3T291489
	W&T Injector (19mm)	1	W3T291971
Albion Springs Pump	Liquid trap/2 Cylinder Manifold c/w gauge and heater	1	Lock tight
	Jesco Vacuum regulator	1	35038, 35039
	Jesco Injector 3 Piece	1	33392
	Jesco Dosing Regulator/Rotameter	1	81384, 80006
Blackheath Res	Liq trap/1 Cyl 1 Ton Manifold c/w gauge and heater	2	Lock tight
	W&T S10k Vacuum Regulator	2	W3T291488
	W&T S10k 125mm Dosing Regulators	2	W3T291489
	Jesco Injector 2 Piece	2	34608

Plant	Equipment	Qty	Service Kit
Blackheath WTP	Liq trap/3 Cyl 1 Ton Manifold c/w gauge and heater	2	Lock tight
	W/T 40Kg/hr Economy vacuum Regulators	2	35038, P34506B, P37660, P38405, U84015
	W&T S10k 125mm Dosing Regulators	2	W3T291489
	Jesco Injector 2 Piece	3	34608
	W & T S10 Auto 125mm Auto - V notch	1	W3T291488

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Faure WTP	Liq trap/5 Cyl 1 Ton Manifold c/w gauge and heater	2	Lock tight
	W&T Vacuum regulator	2	U27808
	W&T Kent V-2000 Auto Dosing Regulators	6	W3T291755
	W&T 2" Bronz Injectors 60 Kg/hr	4	W3T159308.
Helderberg WTP	Liquid trap/2 Cylinder Manifold c/w gauge and heater	2	Lock tight
	W&T S10k Vacuum Regulator	2	W3T291488
	W & T S10 Auto 125mm Auto - V notch	3	W3T291488
	Jesco Injector 2 Piece	3	34608
Steenbras WTP	Liq trap/ 1 Ton Manifold c/w gauge and heater	4	Lock tight
	W&T S10k Vacuum Regulator	4	W3T291488
	W&T S10k 125mm Dosing Regulators	3	W3T291489
	W&T Injector (19mm)	1	W3T291971
	Jesco Injector 2 Piece	1	34608
	W&t 2" Portacel Injector	1	W3T291921
Platteklouf Res.	Liq trap/ 1 Ton Manifold c/w gauge and heater	2	Lock tight
	W&T S10k Vacuum Regulator	2	W3T291488
	W&T S10k 75mm Dosing Regulators	1	W3T291490
	W & T S10 Auto 125mm Auto - V notch	1	W3T291488
	W&T Injector (25mm)	1	W3T291950
Glen Gary Res.	Liq trap/ 1 Ton Manifold c/w gauge and heater	2	Lock tight
	W&T S10k Vacuum Regulator	2	W3T291488
	W&T S10k 125mm Dosing Regulators	1	W3T291489
	W&T Injector (25mm)	1	W3T291950
Tygerberg Res.	Liquid trap/1 Cylinder Manifold c/w gauge and heater	2	Lock tight
	W&T S10k Vacuum Regulator	2	W3T291488
	W&T S10k 125mm Dosing Regulators	1	W3T291489
	W&T Injector (25mm)	1	W3T291950
Voelvlei WTP	Liq trap/ 1 Ton Manifold c/w gauge and heater	5	Lock tight
	Jesco C2211 Vacuum regulator	5	35038, 35039
	W&T V10K MAN 15kg/h, Manual 125 mm V-Notch	4	W3T291947/W3T292468
	W&t 2" Portacel Injector	4	W3T291921
	W&T S10k 75mm Dosing Regulators	1	W3T291490

Plant	Equipment	Qty	Service Kit
Wemmershoek WTP	Liq trap/ 1 Ton Manifold c/w gauge and heater	4	Lock tight
	W&T S10k Vacuum Regulator	4	W3T291488
	W&T Injector (25mm)	2	W3T291950
	Fisher & Porter Dosing Regulator	2	614S096U01
Athlone WWTW	1TON x 1off Duty + Standby		
	W&T S10k Vacuum Regulator	2	W3T291488
	W&T S10k 125mm Dosing Regulators	1	W3T291489
	W&T Injector (25mm)	1	W3T291950

Mcassar WWTP	1TON x 1off Duty + Standby		
	W&T S10k Vacuum Regulator	2	W3T291488
	W&T S10k 125mm Dosing Regulators	1	W3T291489
	W&T Injector (25mm)	1	W3T291950
Kraafontein WWTP	1TON x 1off Duty + Standby		
	W&T S10k Vacuum Regulator	2	W3T291488
	W&T S10k 125mm Dosing Regulators	1	W3T291489
	W&T Injector (25mm)	1	W3T291950
Gordon's Bay WWTP	1TON x 1off Duty + Standby		
	W&T S10k Vacuum Regulator	2	W3T291488
	W&T S10k 125mm Dosing Regulators	1	W3T291489
	W&T Injector (25mm)	1	W3T291950
Scottesdene WWTP	1TON x 1off Duty + Standby		
	W&T S10k Vacuum Regulator	2	W3T291488
	W&T S10k 125mm Dosing Regulators	1	W3T291489
	W&T Injector (25mm)	1	W3T291950

2.1.4 Key Personnel

The Tenderer shall maintain the involvement of the following key personnel as the exigencies of this contract require:

It must be understood that more than the minimum number of key personnel (stated below) may be required in order to fulfil the tenderer's obligations.

Position	Qty	Qualification	Experience	CV Required
Technical Supervisor	1	Trade tested Mechanical/Electrical Artisan with one or more of the following trades, Fitter, Electrician or electrical fitter. (with a SAQA unit standard 242996 or equivalent certificate of accreditation)	Minimum of five years relevant supervisory experience on Chlorine Gas Dosing Systems	1
Mechanical Artisan	2	Trade tested Fitter or Electrical fitter. (with a SAQA unit standard 242996 or equivalent certificate of accreditation)	3 years post qualification experience	2
Electrical/Instrumentation Artisan	2	Trade tested Electrician/Electrical Fitter/Instrumentation technician. (with a SAQA unit standard 242996 or equivalent certificate of accreditation)	3 years post qualification experience	2

3. TURN AROUND TIME

Service requirements - Water & Sanitation clients expects the Engineering and Asset Management maintenance to: Ensure a continuous operation of water & sanitation facilities 24/7 (365 day per annum), Restore any interruption to water & sanitation facilities within the agreed restoration times and maintain an accurate database of all assets maintained.

Note: Work requirements/responsibilities of E&AM mechanical maintenance during the service period will be the work requirements/responsibilities of the contractor as set out above.

3.1 RESPONSE TIMES

- **Breakdowns or Callouts**

The minimum response time should not exceed 3 hours. (to the furthest depot) to be linked to the SCM non-performance procedure.

- **Preventative Maintenance**

Once approval is granted and an authorized and released purchase order is received, the tenderer will have 24 hours to submit detailed method statements. and the repair work must commence within a period not exceeding two (2) calendar days (unless otherwise agreed).

4. LOCAL WORKSHOP AND STORAGE FACILITY REQUIREMENTS

The service provider must within 30 days from commencement of the contract, establish a Workshop Facility which meets the response times stated in clause 3.1 above (Response Times). The minimum requirements for the Workshop are:

- ☐ General workshop requirement:
 - Roof and walls
 - Hard Floor Area
 - Office
 - Floor layout and clear demarcation
 - Compliant to 5S Principles
- ☐ Storage capability

The workshop will be inspected for compliance and suitability and CCT employees will have to do ad-hoc and specific routine inspections as part of the works and during certain.

5. REPAIRS ANALYSIS REPORT BE PROVIDED TO THE CITY OF CAPE TOWN BY CONTRACTOR

The contractor will provide the City of Cape Town with maintenance information in a report format on each PreventativeM and RM task executed.. General information requirements that the contractor will deliver to Engineering and Asset Management maintenance in Report/certificate form (paper and computer sheet format). This report / certificate form must be signed by the client department (operations manager) where the work was executed; it must then be submitted at the end of each service and/or repairs. Refer to the Annexure 2 (Breakdown Report Sheet).

6. QUALITY CONTROL

The tenderer shall be required to comply with the City of Cape Towns quality control procedure. This will include completing a bill of quantities for each works package to be approved by the City's representatives before commencement of work. Annexure 1 is a summary of the work flow diagram for a typical works order/package.

7. HEALTH ,SAFETY AND ENVIRONMENTAL SPECIFICATION:

The Contractor will adhere and comply with the CoCT policy and procedures regarding access to and from the various sites. Safety Induction training will be given at each operational site.

Responsibility for Health and Safety, relating to this Tender and its Scope of Works, lies with the Contractor. Nothing stated in or omitted from this Tender Specification shall in any way limit the Contractor's obligation and liabilities in terms of the Occupational Health and Safety Act 58 of 1993.

The Contractor shall adhere and comply with, and ensure that all Staff Members are familiar with, the requirements of the OHS Act, and ALL other applicable regulations of the OHS Act as well as information detailed in Annexure 3 (Health and Safety Specification) and Annexure 4 (Environmental Management Specification).

7.1 Health and safety programs

The Occupational Health and Safety Act 85 of 1993) and Regulations for hazardous chemical substances, 1995 has to be adhered to by the contractor. An effective health and safety program must be implemented for the tender period in the different workplaces in which chlorine equipment is used or stored must be submitted to the Engineering and Asset Management mechanical maintenance representative at the first delivery of the tender, the program MUST include the following:

1. A written occupational health and safety policy that:
 - States the employer's commitment to health and safety
 - States the program's objectives
 - Defines the responsibilities and roles of the service provider, supervisors and workers
2. Emergency response procedures (Each plant's plan can be adopted)
3. Technical Training and instruction for CoCT supervisors and workers
4. Regular worksite inspections
5. Regular health and safety meetings
6. Incident and accident investigations
7. Records and statistics (for example, reports of inspections and incident investigations)
8. A joint health and safety committee or representative with a City of Cape Town representative
9. Written Safe Work Procedures that informs workers how to perform their duties safely. Service provider must ensure that all workers understand these procedures well enough to perform chlorine Safe Work Practices and their duties competently. Service provider and his workers must jointly review all written safe work and emergency procedures at least once a year.
10. Proof of chlorine handling training to be provided.
11. Exposure control plan which explains the work procedures and other controls that will be used to reduce workers' risk of exposure to chlorine.

Some tasks that require written safe work procedures include (but are not limited to):

- Leak detection and control
- Checking on a worker working alone
- Respirator program
- Routine maintenance of equipment (for example, chlorinators, piping, etc.)

7.2 Personal Protective Equipment

7.2.1 The contractor is responsible for providing suitable protective equipment(PPE) such as splash goggles, face shields, gloves, coveralls, and leather boots when working around chlorine and ensuring that its workers use it properly.

7.2.2 Operations Breathing Apparatus Systems can be used if need be, it is however the contractor's responsibility to ensure that his workers know how to use the BA sets.

7.2.3 The following will be provided by the various plants:

- Alarm systems
- Detection equipment
- Radios
- Eye washes and showers

- Respiratory and skin protection
- First aid kits

7.3 Written emergency procedures

Contractors must familiarise themselves with the emergency procedures of the different plants where chlorine equipment will be serviced.

7.4 Service Kits

The service kits for the chlorine systems must be replaced as specified below unless otherwise specified.

8. TRADE NAMES OR PROPRIETARY PRODUCTS

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

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

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:

- Monthly Project Labour Report (**Attachement 14.1**).
- B-BBEE Sub-Contract Expenditure Report (**Attachement 14.2**).
- Joint Venture Expenditure Report (**Attachement 14.3**).

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.

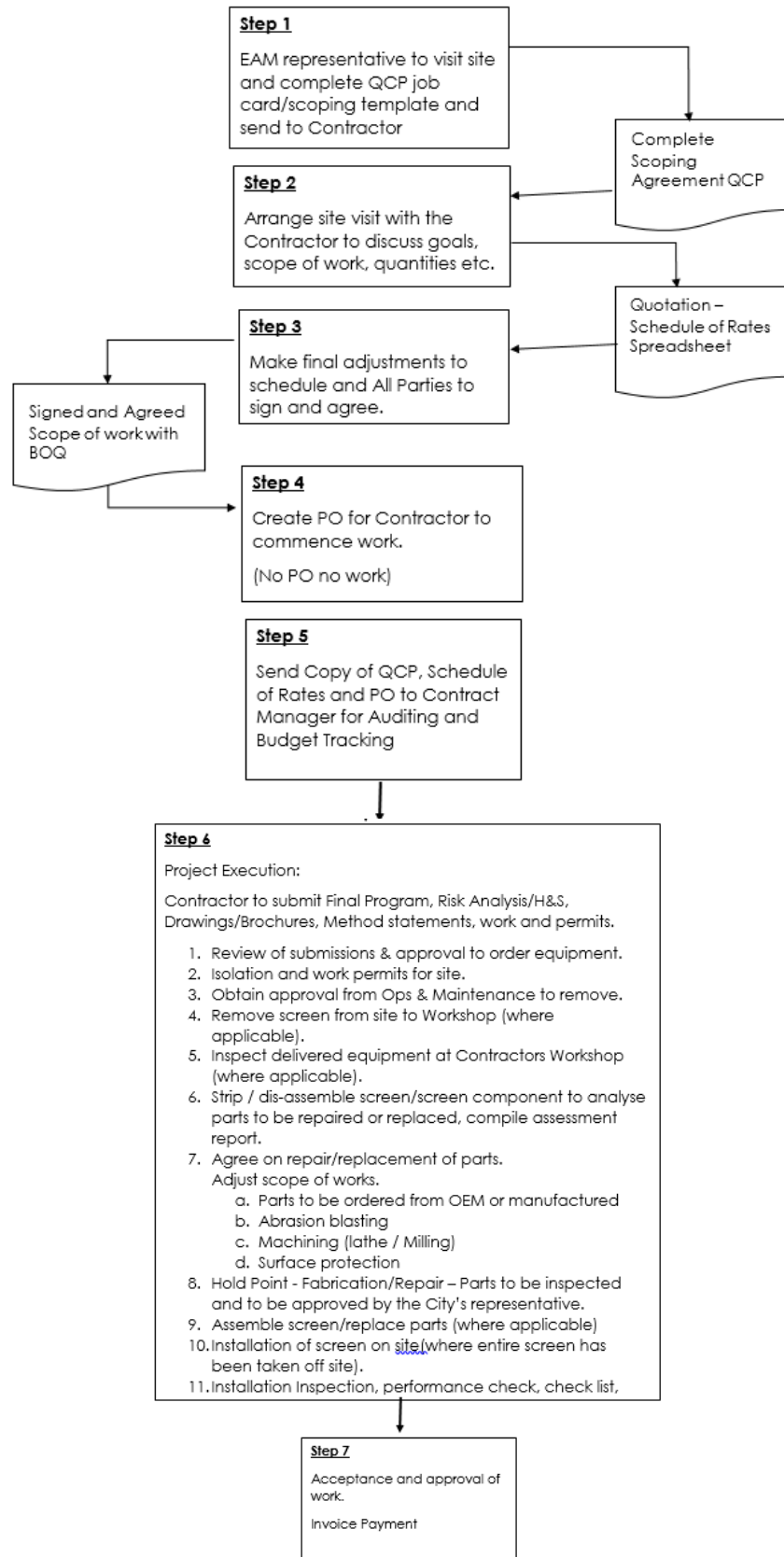
In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT's Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets 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.

ANNEXURE 1: SUMMARY OF PROCESS DIAGRAM FOR WORKS PROJECT



ANNEXURE 2: Breakdown Feedback proforma

Repair Details:

City of Cape Town PO Number:

Equipment Details:

Chlorine System:		City of Cape Town contact:	
Plant:		Name & Surname	
Equipment:		Telephone	
Model:		Cell	
Serial No:		e-mail	

Site Specifics

Work Permit No:

List findings

Breakdown Specifics

Findings incl photos.

Repairs to be effected.

Incl list of parts to be repaired/replaced

Commisioning and test results

Recommendations to prevent future occurence

ANNEXURE 3: Health and Safety Specification

SAFETY SPECIFICATION (G)

Health and Safety Specification means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons working on and exposed to the associated works.

G1 DEFINITIONS

For the purposes of this Specification, the definitions given in the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, and the following definitions, shall apply:

- a) "Construction Regulations, 2014" means the Construction Regulations (GNR. 84 of 7 February 2014) published in terms of the OHS Act.
- b) "Contractor" means the Principal Contractor as defined in the Construction Regulations, 2014.
- c) "Employer" means the client or his agent as defined in Construction Regulations, 2014.
- d) "Engineer" means the person/firm so named in the Contract Data whose function is to administer the Contract as agent of the Employer, acting through, if appointed, a Health and Safety Agent.
- e) "OHS Act" means the Occupational Health and Safety Act, 85 of 1993.
- f) "subcontractor" means many contract employed by the Contractor to perform construction work.

G2 PROVISION FOR COST OF HEALTH AND SAFETY

The Principal Contractor shall make and show adequate provision for the cost of adequate and required health and safety measures during the construction process as required by Construction Regulation 5(1)(g), specifically provision for the adequate quantities and types of specialised PPE as required for Penstocks and Valves operations, including approved respirators, disposable organic vapour cartridges, life jackets and rescue devices.

Further to the adequate provision for the cost of health and safety as outlined above, the Principal Contractor shall ensure that on appointing any other contractor for any portion of the construction project, that each potential subcontractor submitting tenders for such work, have made sufficient provision for adequate and required health and safety measures during the construction process as required by Construction Regulation 7(1)(c)(ii).

G3 SCOPE

In terms of the OHS Act and the Construction Regulations, 2014 the Employer must provide the Contractor with a Health and Safety Specification, to which the Contractor must respond with a Health and Safety Plan for approval by the Employer.

The purpose of this Specification is to ensure that a contractor entering into a contract with the Employer maintains an acceptable level of compliance with regard to health and safety issues during the performance of the Contract. In this regard the Health and Safety Specification forms an integral part of the Contract and the Contractor shall ensure that his subcontractors and/or suppliers comply with the requirements of this Specification.

G4 INTERPRETATION

The OHS Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this Specification.

Responsibility for health and safety relating to the Works lies with the Contractor as described in this Specification. Nothing stated in or omitted from this Specification shall in any way limit the Contractor's obligations and liabilities in terms of the OHS Act.

G5 GENERAL REQUIREMENTS

The Contractor shall:

- a) create and maintain a safe and healthy work environment;
- b) execute the Works in a manner that complies with all the requirements of the OHS Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring; and
- c) respond to the instructions issued by the Engineer through the Engineer's Representative, except in the case of health and safety issue which requires the Contractor's immediate attention, in which case the Employer's Health and Safety Agent can issue an instruction directly to the Contractor.

G6 ADMINISTRATION

G6.1 Notification of intention to commence construction work

The Contractor shall notify the Provincial Director of the Department of Labour in writing using the pro forma contained in Annexure A of the Construction Regulations, 2014 before construction work commences, and retain a copy of such notification in the health and safety file, where such work:

- a) involves the demolition of a structure exceeding a height of 3m;
- b) involves the use of explosives to perform construction work;
- c) involves the dismantling of fixed plant at a height greater than 3m;
- d) exceeds 30 days or will involve more than 300 person days of construction work; and includes:
 - i) excavation work deeper than 1m; or
 - ii) working at a height greater than 3m above ground or a landing.

The Contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation has been notified of such work.

The Contractor shall ensure that no asbestos work is carried out before the Provincial Director of the Department of Labour has been notified in writing.

G6.2 Occupational Health and Safety Agreement

The Contractor shall enter into an Agreement with the Employer before the commencement of the Works on Site.

G6.3 Good standing with the Compensation Fund or a licensed compensation insurer

The Contractor shall provide the Engineer with a letter of good standing from the Compensation Commissioner or a licensed compensation insurer before the commencement of the Works on Site.

G6.4 Emergency procedures

The Contractor shall submit for acceptance to the Engineer a health and safety emergency procedure, which includes but is not limited to fire, spills, accidents and exposure to hazardous substances, which:

- a) identifies the key personnel who are to be notified of any emergency;
- b) sets out details of available emergency services, including contact particulars; and
- c) the actions or steps which are to be taken during an emergency.

The Contractor shall within 24 hours of an emergency taking place notify the Engineer in writing of the emergency and briefly outline what happened and how it was dealt with.

G6.5 Health and safety file

The Contractor shall ensure that a Health and Safety file, which shall include all documentation required in terms of the provisions of the OHS Act, the Construction Regulations, 2014 and this Health and Safety Specification, is open and kept on Site at all times.

The Health and Safety file shall be made available for inspection by any inspector, subcontractor, the Employer, the Engineer, the Employer's Health and Safety Agent, or employee of the Contractor, upon the request of such persons.

The Contractor shall hand over the Health and Safety file to the Engineer upon Works completion of the Contract and, if applicable, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations, 1992.

G6.6 Inspections, formal enquires and incidents

The Contractor shall inform the Engineer:

- i) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
- ii) as soon as reasonably practicable of the occurrence of an incident (as defined in the OHS Act) on the Site.

The Contractor shall record all incidents and notify the Engineer of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incident to an inspector as designated in terms of the OHS Act.

The Contractor shall investigate all incidents and issue the Engineer with copies of such investigations.

G6.7 Personal protective equipment and clothing

The Contractor is required to identify the hazards in the workplace and deal with them appropriately. He must either eliminate hazards or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health and safety under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be **the last resort** and there should always first be an attempt to apply engineering and other solutions to mitigate hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this matter and to issue, free of charge, suitable PPE to protect them from any hazards. The contractor is to provide each employee working in excavations or manholes with gas detection equipment that has been calibrated, maintained and regularly serviced. Proof of issue and service records of gas detectors to be placed in the HSE file.

It is a further requirement that the Contractor maintain this PPE and that he instructs and trains the employees in the correct use and maintenance of the PPE as required in GSR 2(5). PPE shall be fit for purpose at all times and provide the required and intended protection.

No person shall be permitted to work on the site if the correct PPE is not used. The Contractor shall ensure that the prescribed, required and correct PPE is used by the employees as per GSR 2(6) at all times.

Employees shall comply to OHS Act Section 14(b) and (c) and do not have the right to refuse to utilise or wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee may not be allowed to continue working under the hazardous condition/s for which the equipment was prescribed.

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has blatantly abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees, visitors and non-employees shall, as a minimum, be required to wear the following PPE on any of **the Client's** construction sites:

- Protective overalls (employees only)
- Protective footwear
- Protective headwear
- Eye protection
- Hearing protection
- High visibility vests/jackets with the Contractor company name and employees name

Specialised PPE requirements:

- Respirators and breathing equipment when working with or when exposed to raw sewage
- Daily supply of organic filters for respirators
- Life jackets
- Face shields compatible with respirator system used
- Impermeable/water resistant overalls when exposed to raw sewage
- Fall protection equipment when working in elevated positions or in a fall risk position, such fall prevention equipment being a full body harness and work positioning lanyard
- Rescue equipment consisting of a full body harness and rescue lanyard/rope secured at the surface when working in fall risk position.

G7 EMPLOYER'S HEALTH AND SAFETY AGENT

The Employer's health and Safety Agent shall

- a) Audit the contractor compliance with the requirements of this Specification prior to the commencement of any physical construction activities on the Site;
- b) accept or reject all safety plans, giving reasons for rejecting such plans;
- c) monitor the effective implementation of all safety plans;
- d) conduct periodic and random audits on the health and safety file to establish compliance with the requirements of the specification and the Contractor's health and safety plan; and
- e) visit the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, any notices and/or instructions to the Contractor or any of the contract subcontractors with a copy of the Engineer and, where relevant, to the contractor

The contractor shall invite the Employer's Health and Safety Agent to audit compliance with the requirements of this Specification before commencing with any new construction activity on the Site.

The Contractor shall permit the Employer's Health and Safety Agent to audit the Contractor's compliance with the approved Health and Safety Plan, and shall provide any assistance and/or documentation as may be required in this Metal and Engineering Industries Bargaining Council (MEIBC) in this regard.

G8 CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT

G8.1 General

The Contractor shall carry out regular inspections and audits to ensure that the Works are being performed in accordance with the requirements of the Specification and Contractor's health and safety plan

G8.2 Hazard Identification and Risk Assessments

Every contractor performing construction work shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, cause a risk assessment to be performed by a competent person, appointed in writing, and the risk assessment shall form part of the OH&S Plan and be implemented and maintained as contemplated in CR7(1)(b).

Due to the nature of the Penstocks and valves process and the associated risks, each activity must define individual tasks associated with that identified activity in a detailed method statement. These and all associated hazards must be identified and listed in the risk assessment. This ensures that critical tasks and associated hazards are not overlooked.

The risk assessment shall include, at least:

- The identification of the risks and hazards to which persons may be exposed
- The analysis and evaluation of the risks and hazards identified
- A documented plan of safe work procedures (SWP) to mitigate, reduce or control the risks and hazards that have been identified
- A monitoring plan and
- A review plan to outline the frequency of normal risk assessment reviews and additionally under what circumstances and/or occurrences risk assessments will be reviewed.
- Based on the risk assessments, the contractor must develop a set of site specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

Review of Risk Assessments: The Principal contractor and sub-contractors are to review the hazards identified, risk assessments and safe work procedures (SWP) each time an incident occurs and/or changes are made to designs, drawings and construction methods and processes.

G8.3 Health and safety plans

The Contractor shall prior to commencing the Works to which this Specification applies, submit to the Employer's Health and Safety Agent for approval a suitable and sufficiently documented health and safety plan, based on this Specification and the risk assessment that is conducted.

The health and safety plan shall include, but not be limited to, the following:

- a) The safety management structure, including the names of all designated persons such as the construction supervisor and any other competent persons;
- b) Safety method statements and procedures to be adopted to ensure compliance with the OHS Act; Construction Regulations, 2014 and this Health and Safety Specification;
- c) The provision and use of temporary services;
- d) Personal protective equipment, devices and clothing required;
- e) Emergency procedures;
- f) Provision of workers' welfare facilities;
- g) Induction and training;
- h) Arrangements for monitoring and control to ensure compliance with the safety plan; and
- i) Provision and maintenance of the health and safety file and all other relevant documentation.

The Contractor shall provide each subcontractor with the sections of this Health and Safety Specification pertaining to the construction work to be performed by that subcontractor. The subcontractor shall provide the Contractor with a health and safety plan pertaining to his work, for incorporation into the Contractor's health and safety plan.

The contractor shall discuss the submitted health and safety plan with the Employer's Health and Safety Agent,

modify such plan in the light of the discussions and resubmit the modified plan for approval.

The Contractor shall apply the approved health and safety plan from the date of its approval and for the duration of the Works to which this Specification applies.

The Contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the Employer's health and Safety Agent, but at least once every month.

The Contractor shall update the health and safety plan whenever changes to the Works are brought about.

G8.4 Subcontractors

The Contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to safely perform the work falling within the scope of the subcontract.

The Contractor shall ensure that all of his obligations in respect of subcontractors in terms of the Construction Regulations, 2014 are adhered to.

G8.5 Work permits and wayleaves

The Contractor shall be responsible for obtaining all the wayleaves, 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.

G8.6 Access to the Site

The Contractor shall ensure that access to the Site is strictly controlled and that, where possible, only authorised persons are permitted onto the Site.

The Contractor shall control the access to Site of his own personnel and equipment, and that of his subcontractors and suppliers, in such a way so as to ensure that the safety of all public pedestrian and vehicular traffic is not compromised.

G8.7 Existing Site Conditions

Hazards particular to this project by virtue of location: The specific hazards to be addressed by the Principal Contractor/s are the interface between construction vehicles and public road users, including pedestrians.

The Contractor is to be aware of the potential for high risk periods which exists at the beginning and end of each work day. The Principal Contractor/s is to make adequate provision for access control, traffic management including the interface between construction vehicles and public vehicles and the protection of pedestrians. All aspects for potential public liability are to be adequately addressed.

Overhead, above ground and underground services crossing the site:

Overhead: As identified by Contractor

Electrical cables: As identified by Contractor

Water mains: As identified by Contractor

Telecommunications: As identified by Contractor

Underground: Existing infrastructure as identified by Contractor

Ground level: As identified by the Contractor

Service drawings available: Provided by the Project Manager if available.

Way leaves required: Responsibility of the Contractor

Permits required: Responsibility of the Contractor (Contractor to sign before commencing with work).

Isolations required: As identified by the Contractor.

Existing ground conditions: The ground conditions within the package work area is known to be tarred road with close proximity to residential areas.

G8.8 First aid and emergency procedures

The Contractor shall, where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace, which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment.

The Contractor shall ensure, where there are more than 10 employees employed on the Site, that at least one person is readily available during normal working hours who is in possession of a valid certificate of competency in first aid.

G8.9 Accident and Incident Recording, Reporting and Investigation:

Accident and Incident Recording: The Principal Contractor shall open and maintain an Accident and Incident Register for the duration of the project, which register shall record all accidents and incidents resulting in lost time injuries, injuries requiring medical treatment and injuries requiring first aid treatment.

This register shall be structured to identify accident and incident trends by recording the type and location of injury and the cause of injury.

Accident and Incident Reporting: Referencing Section 24 of the OHS Act and General Administrative Regulation 8, the contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- Dies
- Becomes unconscious
- Loses a limb or part of a limb
- Is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she is employed
- OR WHERE
- A major incident occurred
- The health or safety of any person was endangered
- Where a dangerous substance was spilled
- The uncontrolled release of any substance under pressure took place
- Machinery or any part of machinery fractured, or failed resulting in flying, falling or uncontrolled moving object
- Machinery ran out of control

Where any of the abovementioned reportable incidents has occurred, the Contractor shall report to **the Client, The Clients H&S Agent** and the Provincial Director of the Department of Labour immediately by telephone, fax or email. The Contractor is required to provide **the Client** and **The Clients H&S Agent** with copies of all statutory reports required in terms of the OHS Act within 7 days of the incident occurring.

The Contractor is required to provide **the Client** and **The Clients H&S Agent** with copies of ALL internal and external accident/incident investigation reports including the reports contemplated above and below, within 7 days of the incident occurring.

Accident and Incident Investigation: Referencing General Administrative Regulation 9, the Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees are injured to the extent that they have to be referred for medical treatment by a doctor, hospital or clinic. Results of such investigations are to be entered into the Accident/Incident register mentioned above.

The contractor is responsible for the investigation of all major and non-injury incidents as described in Section 24(1)(b), (c) of the OHS Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Contractor in conjunction with the Site Manager is responsible for the investigation of all construction related road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Client and **The Clients H&S Agent**, reserve the right to hold its own investigation into any incident or to call for an independent external investigation as deemed necessary. All minor incidents and accidents are to be reported on a weekly basis to **The Clients H&S Agent**.

G8.10 Fire precautions

The Contractor shall ensure that all appropriate measures are taken to minimise the risk of fire and that appropriate procedures and equipment are in place to deal with the event of a fire, all in accordance with Construction Regulation 29.

Sufficient and suitable storage is provided for flammable liquids, solids and gases. Smoking is prohibited.

All "Hot Work" is to be done under permit conditions.

G8.11 Alcohol and Other Drugs (GSR 2A):

Referencing General Safety Regulation 2A, Contractors shall develop a Drug and Alcohol Policy and communicate

such policy to their employees and sub-contractors, proof of such policy and communication to be retained in the health and safety file.

No alcohol and drugs will be allowed on site. No person may be under the influence of alcohol or any drug or have in his/her possession any alcohol or drug while on the construction site. Any person appearing to be under the influence of alcohol, or any drug shall not be permitted to remain on site or be granted entry onto the site.

Any person on prescription medication must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition requiring medication that may have a negative effect on his/her/anyone else's health or safety performance must report this to his/her superior.

Any person suspected of being under the influence of alcohol or other drugs shall be removed from site and sent home immediately.

G8.12 Portable Electrical Tools and Equipment

Portable electrical tools and equipment includes every unit that draws electrical power and is moved around for use in the workplace i.e. drills, saws, grinders, portable lights, etc. and the Contractor shall comply with the requirements and provisions of Electrical Machinery Regulation 10 for the standards, maintenance and inspection of portable electrical tools and equipment.

Extension cords are deemed to be portable electrical equipment and must be inspected and maintained to the same standards as portable electrical tools. The use of non-sparking hand tools and portable electrical tools is to be enforced and precautionary measures taken to prevent a static electricity build up.

Portable electric lights when used as an additional source of light in work areas with inadequate natural light, shall be constructed, insulated, safeguarded and used in compliance to Electrical Machinery Regulation 11. The contractor is to ensure that wherever work is performed where the lighting conditions are less than the minimum requirement as defined in Environmental Regulation 3 and relative schedules, that this is supplemented with additional lighting capacity to ensure that all works contemplated can be conducted safely.

The Principal Contractor and any sub-contractor shall not undertake any night work without written permission from **the Client** or its Principal Agent is to be notified in all instances when night work occurs. The principal contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in the work being stopped.

G9 WORKING AT HEIGHTS SPECIFIC REQUIREMENTS

Medical certificate of fitness

In terms of the Construction Regulations personnel working at height shall be physically and psychologically fit to work safely in such an environment and shall be in possession of a valid medical certificate of fitness (valid for 1 year since date of issue) issued by an occupational health practitioner who shall be registered with the Health Professions council of south Africa.

Scaffolding

Scaffolding shall comply with the requirements of SANS 10085-1:2004

Competent persons to be appointed in writing to:

- Erect scaffolding (scaffolds erector/s)
- Act as scaffold team leader/s
- Inspect scaffolding immediately after erection and thereafter weekly and after inclement weather, as applicable by scaffold inspector/s). Every scaffold erected must be registered and the results of each inspection must be recorded in writing and kept in the job specific Health and Safety file.

Scaffolders must adopt a safe system of work when erecting scaffolding and must wear fall arrest equipment during erection/dismantling of scaffolding.

Every scaffold shall be erected by a competent scaffolding erector and on completion thereof a competent scaffolding inspector shall provide written certification that such scaffolding is safe for use.

Consideration must be given to trip hazards on the walkways.

Safe means of access must be provided by way of secured vertical ladders or ladders placed at a suitable angle for easy use. All ladders must be tied. The working platforms must provide a handhold for getting on or off access ladders etc.

Strict control measures must be put in place to prevent unauthorised alterations to scaffolding such as removing ties and scaffold boards, toe boards etc. Changes should only be made when properly assessed, planned and undertaken by competent person.

After heavy rains or strong winds an inspection of all external scaffolding must be done and written certification must be obtained from a scaffolding inspector that the scaffolding is safe to use prior to re-commissioning.

All scaffolding shall otherwise be inspected every day before commencement of work by the user and at least once a week by a scaffolding inspector and written certification must be obtained from such inspector that the scaffolding is safe to use.

All scaffolding certificates, of whatever nature, shall be filed in the relevant Health and Safety File to be kept on site.

Scaffolding to be under the control of the scaffold competent person and all safety signage and safety PPE as required in terms of the SANS document shall be provided and used.

The Contractor shall note the following additional requirements:

Please find attached typical installation diagrams for tubular steel mobile tower scaffolding as contained within SANS 10085-1:2004.

These are to be considered as minimum standards expected from the Contractor on a Council site and will be enforced at all times. All similar type of scaffolding used on site must contain all elements as indicated on the diagrams.

Notwithstanding the requirements for industry trained scaffold erector/s, scaffold team leader/s, scaffold inspector/s in all aspects of all types of scaffolding as used generally in the construction industry as intended in the SANS document, it is understood that for minor works, where the scaffolding height does not exceed 6m this requirement is deemed impractical, however, the competent persons (scaffold erector/s, scaffold team leader/s, scaffold inspector/s) must at minimum erect/dismantle scaffolding in accordance to the manufacturer's instructions and must have received some scaffold training by a competent trainer for the specific type of scaffolding being used for a duration of at least one half to 1 full day and declared competent to perform such duty(s).

Where scaffolding is hired out Contractor's must insist on obtaining detail instruction manuals for the safe erection/dismantling of scaffolding of the type concerned and similarly the competent person must have received some type of scaffold training by competent trainers for that specific type of scaffolding being used.

Written proof of Competency of above appointees to be submitted as part of tender submission.

All scaffold training shall be accredited by Department of Labour, SAQA or SETA.

Ladders and ladder Work

Ladders are legal and not banned for work at height. Ladders may be used as a workplace, within stipulated limitations, when it is not reasonably practical to use other potentially safer means and the risk assessment shows that the risks are low.

Ladders are best used as a means of access to or egress from a work place and may be used as a work place for short duration light work as detailed below.

Ladders should only be used as a work place for short duration (maximum 30 minutes per task), light work (up to 10 kg) only and where

- the work only requires one hand to be used the work
- can be reached without stretching the ladder can be fixed or
- footed to prevent slipping a good handhold is available.

Ladders to be checked daily for damage etc. by user before use (i.e. pre-use check prior to setting up the ladder to quickly establish whether the ladder is safe to use there and then); recheck if it has been unattended (a pre-use check is a visual and functional check which might include, for example, stiles that are warped, cracked, bent, rotten or of different lengths or rungs that are missing, worn or loose or feet that are in a bad state of repair or dirty etc or paint or dirt on the ladder hiding defects or rivets or screws that are missing or welds that are cracked or corroded, etc.)

The Contractors shall ensure that all ladders are inspected (more in depth than pre-use checks) monthly by appointed competent ladder inspectors, are in good safe working order, are of the correct height for the task, extended at least 1m above the landing, fastened and secured or at minimum held, and at a safe angle (one in four rule). Records of inspections must be available on request.

Wherever possible tie a ladder (by its stiles) to prevent it from slipping, either at the top, the bottom or both.

Ladders should be fitted with safety feet to prevent slipping feet to be in good repair (not loose, missing, splitting, excessively worn, secure etc.), clean and in good contact with the ground (ground to be level, firm and clean).

Ladders should be set correctly, (angle of inclination), to ensure that it cannot topple over.

Access ladders should extend about 1 metre above the working platform providing a handhold for getting on or off.

Don't rest ladder against weak uppers surfaces (e.g. glazing, gutters etc.); use effective spreader bars or effective stand-offs Avoid side-on work.

Do not overreach and do not work off the top three rungs (leaning ladder) or top two steps (stepladder).

When working from a ladder, try and maintain three points of contact (e.g. both feet and one hand). Wearing of safety belt and fall protection equipment is recommended.

Users should face the ladder at all times whilst climbing or dismounting.

Only one person to work from a ladder.

All tools and equipment should be hauled up or lowered by rope or other means in a safe manner. No tools to be left on top of ladders. Heavy or bulky loads should not be carried up or down ladders a gin wheel or other suitable lifting equipment should be used.

Ladders should be kept clean and free from greasy and oily deposits.

Ladder inspection training shall be accredited by Department of Labour, SAQA or SETA

Fall protection

A contractor must-

- (a) Designate a competent person to be responsible for the preparation of a fall protection plan;
 - (b) Ensure that the fall protection plan contemplated in paragraph (a) is implemented, amended where and when necessary and maintained as required; and (c) Take steps to ensure continued adherence to the fall protection plan.

A contractor must ensure that-

- (a) All unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
- (b) No person is required to work in a fall risk position, unless such work is performed safely as contemplated in subregulation (2);

Where roof work is being performed on a construction site, the contractor must ensure that; in addition to the requirements set out in subregulations (2) and (4), it is indicated in the fall protection plan that-

- (a) The roof work has been properly planned;
- (b) The roof erectors are competent to carry out the work;
- (c) No employee is permitted to work on roofs during inclement weather conditions or is any conditions are hazardous to the health and safety of the employee;
- (d) All covers to openings and fragile material are of sufficient strength to withstand any imposed loads;
- (e) Suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
- (f) Suitable and sufficient guard-rails, barriers and toe-boards or other similar means of protection prevent, as far as is reasonably practicable, the fall of any person, material or equipment.
- (g) When working on the roof all staff shall be attached to a "life line" by means of harness fitted with fall protection, which has been securely anchored at both ends.

Hired plant and machinery (including "cherry Packer" [elevated moving platforms])

All contractors shall ensure that any hired plant and machinery used on site is safe to use and complies in all respects with the OHS Act.

All contractors shall ensure that operators hired with machinery are competent and licenced (where applicable) and that certificates are kept on site.

All contractors shall ensure that their employees working with/operating hired plant and machinery shall receive

suitable training.

Confined space

In confined spaces and other places in which flammable gases, vapours or dust can cause danger-

- (i) Only suitably protected electrical installations and equipment, including portable lights, are used; (usually 12/24V) equipment);
- (ii) There are no flames or similar means of ignition;
- (iii) There are conspicuous notices prohibiting smoking;
- (iv) Oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
- (v) Adequate ventilation is provided;
- (vi) Gas monitoring is done on a regular basis as part of permit conditions

G10 HIGH PRESSURE WATER BLAST CLEANING

Safety Precautions

The pump shall be equipped with one or two pressure gauges, to indicate the pressure being developed. The equipment should not be used if the pressure gauges are defective.

The hose, as well as all pipes and fittings must be designed to withstand the maximum operating pressure of the pump with a safety factor of at least four.

When laying hose, handle it with care, avoiding sharp bends. Support the hose by suitable means when above ground level. Hoses must not be left where they can be driven over and damaged.

Defective hoses and fittings shall never be used.

Particular attention shall be given to the fittings due to the possibility of thread wear and damage caused by wrenches. Daily inspections shall be carried out by the contractors foreman to check for damaged hoses etc.

The high-pressure water hoses shall be marked with the maximum permissible operating and test pressures.

The fail-safe valve, which is also frequently called a "dump valve" or "deadman control" shall be attached to the lance and shall be under the control of the operator. This valve is designed so that the high-pressure stream is actuated by a squeeze action of the hand. When the handle is released, water is diverted from the high velocity nozzle to a large reservoir, which then drops the pressure immediately to a safe level. Generally it is preferable if only the operator handling the lance, controls this fail-safe valve.

A workman shall never be allowed to use high pressure cleaning equipment unless he is aware of the hazards involved. He shall be trained in the safe operation of the equipment, be supplied with all the protective equipment and clothing required and know correct shutdown procedure in the event of any malfunction. He must be a registered operator who has stated in writing that he understands the operating procedures, safety procedures and hazards.

Eye and face protection, preferably a full face shield, safety hat, rain suit, heavy PVC apron, rubber boots with steel toes, waterproof gloves, and ear protection and any other equipment deemed necessary must be worn at all times when operating the equipment.

The pumps, drivers and the water action generate high noise levels. The severity will be determined by such factors as water pressure, area enclosure and location of the cleaning area. The maximum level normally acceptable is 85 dB for persons working Without ear protection. Ear protection shall be worn at all times by the operator and any persons in the vicinity.

One person shall be assigned to operate the pump unit and be trained in all aspects of machine operation. It is essential that he/she is fully aware of the importance of not allowing himself/herself to be distracted since he is in a position to serve as the safety observer for the operation.

Each workman involved in the operation - pump operator, lance operator and helper - shall work as a team and be capable of carrying out all tasks.

The lance develops high velocities at the nozzle tip. Therefore the operator shall be instructed never to direct the lance toward himself or other person. He and the contract supervisor must understand that "horseplay" could have very serious consequences and can result in immediate dismissal.

Only clean water shall be used at all times.

If raw water is used which contain high residuals of nitrogen and ammonia gases, break, "break point" chlorination can occur and free chlorine is sometimes liberated. Under these conditions, (of high residuals) the operator shall

be especially alert to any evidence of chlorine liberation.

Respirators for the operators and a ventilation system for the general area shall also be provided if deemed necessary due to enclosed or confined work area.

Barricades and warning signs shall be placed at least 10 meters from the cleaning operation to keep-involved personnel out of the area.

No portion of the human body shall ever be placed in front of the Jet, because no satisfactory protective clothing has yet been developed to protect personnel from high-pressure water jets.

Supervisors and operators shall be alert for conditions which could present special hazards, such as:

- Possible water contact with electrical equipment
- Rubber clothing which has become torn
- Pollution caused by chemical or oily wastes

It is recommended that the following tests be made before resuming each job:

- Run the pump without the lance to completely wash out the hose
- Use a tip cleaner on each orifice and make sure it is open, then measure each opening to make sure it is the correct size. If nozzles are eroded to a larger size the lanceman may not be able to adequately control the lance due to the reaction force.

Due to the extremely dangerous nature of hydro blasting the safest approach to every task shall be adopted at all times.

Flexible lances shall only be allowed if no other safer alternative is available and approval has been obtained prior to each application.

Approval to use flexible lances shall only be granted subject to the submittal by the contractors of

- a) Additional safety precautions.
- b) Proof of all operators been informed of the dangers regarding the specific task.
- c) No other safer alternative available.

Back flow arrestors shall be used every time flexible lances are allowed to be used.

All personnel involved in hydro blasting shall be informed of the possibility of blow back and the corresponding potential danger involved prior to any cleaning exercise.

Process equipment shall be dismantled to the safest state possible for HP cleaning.

The contractor has the right to refuse performing a specific task if their competent person in charge finds:

- a) The safety conditions or precautions taken are insufficient.
- b) Process equipment to be unsafe or insufficiently dismantled.
- c) Task too dangerous to perform.

Maintenance

Repairs or splicing of defective high-pressure hoses shall only be performed by the hose manufacturer or an authorised service specialising in this work.

The contractor shall provide proof that all relief valves have been checked regularly for conformity to the settings established. Pressure gauges should also be calibrated regularly. (For this application a calibration frequency of 100 hours is probably necessary).

Due to static build up during cleaning operations, the component parts of the units shall be earthed. Diesel and petrol-driven pumps shall be earthed during refuelling operations. The earthing system shall be checked regularly.

When internal combustible engine pumps are located inside a building, the exhaust should be discharged outside the building to prevent combustion vapours from entering the work areas.

An internal combustion engine operated pump may not be utilised without granting of a suitable hot work permit in Production areas.

G11 LIFTING OPERATIONS

Referencing Construction Regulation 23, Construction Regulation 27, Driven Machinery Regulation 18 and SANS 12480-1, lifting equipment must be designed and constructed in accordance with generally accepted technical standards and operated, used, inspected and maintained in accordance with the requirements of the Driven Machinery Regulation.

The requirements of Construction Regulation 22 and Driven Machinery Regulation 18 are to be stringently applied and maintained in respect of all lifting tackle and lifting operations.

In addition to the required legal appointment of operators, supervisors and inspectors in respect of lifting machines, appointments shall also be made for Slings and Banksman/Signallers, with the required proof of competency and experience.

Furthermore, all training providers in respect of operators of lifting machines are required to be accredited by the Transport Seta as contained in notice R.910 of 2015 (G.G. 39252 of 02/10/2015). Proof of such accreditation by the Transport Seta is to be attached to any certification issued by such training provider.

Evacuation procedures, risk assessments, safe working procedures and lifting plans are to be developed and communicated to all relevant persons involved in the operation of lifting machinery. Documented proof of such communication is to be kept in the site safety file.

Documented proof of lifting machinery services and maintenance are required. The last major service record is to be present in the safety file. The lifting machinery log book and all other legal documentation is to be available for inspection and audit.

The Principal Contractor shall be responsible for ensuring that the necessary inspections and performance tests by a competent registered LMI as outlined in the Driven Machinery Regulations for lifting equipment and lifting tackle are conducted, and documented proof of such inspections and performance tests retained in the health and safety file.

- DMR 18(5): Annual inspection and performance test of the whole installation and all working parts;
- DMR 18(6): Ropes, chains, hooks or other attaching devices, sheaves, brakes and safety devices at intervals not exceeding six (6) months;
- DMR 18(10) (e): Lifting tackle at intervals not exceeding three (3) months.

All lifting operations are to have a clearly defined and demarcated safe operating area below the lifting area, with warning signage strategically placed and a watcher/spotter shall be deployed to prevent unauthorised access to the lifting operations area.

Where the lifting arc shall cause loads to be moved above public roadways and pedestrian walkways and thoroughfares, such areas shall have barricading erected to prevent persons from passing below suspended loads and to adequately protect pedestrians from any potential falling load.

Worn and damaged steel wire ropes, slings and lifting tackle must be discarded (not used any further for lifting purposes, regardless of the load) when excessive wear and corrosion is evident. Furthermore, under normal operating conditions the ropes must be examined by a competent person every three months for this purpose and the results recorded.

G12. COVID-19 SPECIAL CONDITIONS

The Supplier is to comply with all COVID-19 national regulations including requirements detailed in Government Gazette Volume 658 of 29 April 2020 (No. 43257), Guidelines for Symptom Monitoring and Management of Essential Workers for COVID-19 Related Infection as well as Construction Covid-19 Rapid Response Task Team dated 26 April 2020.

ANNEXURE 4: Environmental Management Specification

SECTION H ENVIRONMENTAL MANAGEMENT SPECIFICATION FOR MECHANICAL AND ELECTRICAL MAINTENANCE CONTRACTS

For use with the General Conditions of Contract for Plant Maintenance for Electrical and Mechanical Works.

H1 SCOPE

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

H2 INTERPRETATIONS

H2.1 Supporting specifications

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

- a) SANS 1200A, as may be varied or added to in the Scope of Work
- b) Environmental Strategy for the City of Cape Town (POLICY NUMBER 46612)

H2.2 Application

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

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

H2.3 Definitions and abbreviations

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

H2.3.1 Environment

The surroundings within which humans exist and that are made up of –

- i the land, water and atmosphere of the earth;
- ii micro-organisms, plant and animal life;
- iii any part or combination of i) and ii) and the interrelationships among and between them; and
- iv the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

H2.3.2 Potentially hazardous substance

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

H2.3.3 Method Statement

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

H2.3.4 Reasonable

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

H2.3.5 Solid waste

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

debris, etc.

H2.3.6 Contaminated water

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

H2.3.7 Working area

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

H2.3.8 Contractor's camp

(Not Applicable to maintenance tenders)

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

H2.3.9 Employer's Representative (ER)

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

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

H2.3.10 Environmental Officer (EO)

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

H2.3.11 Environmental Control Officer (ECO)

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

H2.3.12 Environmental Site Officer (ESO)

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

H2.3.13 Abbreviations

The following abbreviations occur in this EM Specification:

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

H2.4 **Employer's authority to delegate**

The Employer may assign duties and delegate authority to assistants who may include a Employer's Representative. Other than the ER, another assistant to the Employer can be in the form of an Environmental Officer (EO), who shall be responsible for monitoring compliance with the EMP. All instructions given by the EO shall go through the ER, who will then convey these to the Contractor, except in the case of an environmental emergency, in which case the EO can issue an instruction directly to the Contractor. An environmental emergency is one which, in the opinion of the EO, would cause serious environmental harm if not addressed immediately.

Depending on the nature/environmental sensitivity of the Contract the following variations in the organisational structure are possible:

- a) The ER may work together with an EO; or
- b) There may be an ER only (for maintenance projects with low potential for causing significant environmental impacts). In this case the ER has responsibility for the EO's functions.
- c) There may be an independently appointed Environmental Control Officer (ECO) who will fulfil essentially the

same functions as the EO. The ECO may work with just the ER (if there is no EO) or may work with both the ER and EO.

H3 MATERIALS

H3.1 Materials handling, use and storage

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

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

All manufactured and or imported materials shall be stored on an agreed location. The method of rehabilitation of these areas, shall be subject to the Employer's approval.

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

H3.2 Hazardous substances

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

If potentially hazardous substances are to be stored on Site, the Contractor shall inform the Employer of such substances and provide a Method Statement detailing the substances/ materials to be used, together with the storage, handling and disposal procedures of the materials. Hazardous substances shall be stored out of flood risk areas and disposal of these substances shall be at a licensed waste disposal facility.

H4 PLANT (referring to "Contractor's Equipment" as defined in the General Condition of Contract, and the Contractor's facilities as used in SANS 1200A)

H4.1 Fuel (petrol and diesel) and oil

H4.1.1 Mobile Fuel bowser

If mobile fuel and oil bowser is required on Site, then the Contractor shall submit a Method Statement covering the procedures for dealing with accidental hydrocarbon spillage and leaks, and detailing how these liquids will be stored, handled and disposed of. The Employer shall approve the location of all refuelling areas. Symbolic safety signs depicting "No Smoking", "No Naked Lights" and "Danger" conforming to the requirement of SANS 1186 are to be prominently displayed in and around the refuelling area. There shall be adequate fire-fighting equipment at the refuelling area.

The Contractor shall ensure that all liquid fuels and oils are stored in tanks with lids, which are kept firmly shut and adequately secured. The capacity of the tank shall be clearly displayed and the product contained within the tank clearly identified using the emergency information system detailed in SANS 0232 part 1. Fuel bowser shall have a capacity not exceeding 1000 litres and shall be kept on site only for as long as fuel is needed for maintenance activities, on completion of which they shall be removed.

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

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

H4.1.2 Refuelling

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

Treatment and remediation

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

H4.2 Ablution and toilet facilities

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

Temporary toilets are not foreseen to be required for maintenance contracts. If temporary toilets are required the following rules shall apply

Toilet facilities provided by the Contractor shall occur at a maximum rate of 1 toilet per 30 workers (1:15 is preferred). Toilet facilities shall be located within the Contractor's camp, but also at work areas remote from the camp, all to the satisfaction of the Employer. All portable toilets shall be adequately secured to the ground to prevent them toppling over as a result of wind or any other cause.

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

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

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

H4.3 Eating areas

The Contractor shall designate eating areas. The feeding of, or leaving of food for, animals is strictly prohibited. Sufficient bins, as specified in Clause H4.4 below, shall be present in these areas.

H4.4 Solid waste management**H4.4.1 Litter and refuse**

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

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

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

H4.4.2 Maintenance waste

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

H4.5 Contaminated water management

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

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

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

Should contaminated water be released into the environment, specifically into a water course, monitoring thereof shall commence in accordance to the National Water Act, 36 of 1998, Section 21(f) – refer to GN 399 (26 March 2004). Contaminated water must not be released into the environment without authorisation from the relevant authority.

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

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

H4.6 Site structures

(Not applicable to maintenance contracts)

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

H4.7 Lights

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

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

H4.8 Workshop, equipment maintenance and storage

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

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

The washing of vehicles and plant on Site shall be restricted to emergency requirements only. Washing may only be undertaken in areas designated by the Employer.

H4.9 Noise

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

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

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

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

H5 MAINTENANCE

H5.1 Method Statements

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

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

Specification.

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

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

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

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

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

H5.1.1 Method Statements to be provided within 14 days from the Commencement Date

- a) Layout and Preparation.
- b) Ablution Facilities: number of, location, cleaning, method of securing to the ground, etc. of portable toilets (H4.2).
- c) Solid Waste Management: number of, type, location, cleaning, method of securing to the ground, etc. of bins (H4.4).
- d) Environmental Awareness Training: logistics for the environmental awareness courses for all the Contractor's management staff, as well as other employees (H5.2).
- e) Emergency Procedures for Accidental Hydrocarbon Leaks and Spillages (H4.1 and H5.8).
- f) Asphalt and Bitumen: details of all methods and logistics associated with the use of bitumen and asphalt (H5.11).

H5.2 Environmental Awareness Training

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

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

H5.2.1 Training Course for Management and Foremen

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

H5.2.2 Training Course for Site Staff and Labour

The environmental awareness training course for site staff and labour shall be presented by the Contractor from material provided by the Employer. The course shall be approximately one hour long. The course shall be undertaken not later than 3 working days after the commencement of work on Site,

with sufficient sessions to accommodate all available personnel.

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

H5.3 Contractor's Environmental Representative (ESO)

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

H5.4 Site division, demarcation and "no go" areas

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

Where environmentally sensitive areas are specified as "no go" areas, the Contractor shall ensure that, insofar as he has the authority, no person, plant or material shall enter the "no go" areas at any time.

H5.5 Access routes/ haul roads

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

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

H5.6 Maintenance personnel information posters

The Contractor shall erect and maintain information posters for the information of his employees, depicting actions to be taken to ensure compliance with aspects of the EM Specification.

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

H5.7 Fire control

No fires may be lit on Site. Any fires which occur shall be reported to the Employer immediately.

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

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

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

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

The Contractor shall be liable for any costs relating to the rehabilitation of burnt areas, should the fire be the

result of the Contractor's activities on Site

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

H5.8 Emergency procedures

The Contractor's attention is drawn to the Method Statements required in terms of Clauses H4.1 and H5.7 above. Such Method Statements shall include procedures to be followed by the Contractor in the event of an emergency.

Furthermore, in the event of an emergency, the Contractor shall contact the City of Cape Town's Emergency Call Centre by telephoning 107 or 021 480 7700 (from a cell phone).

H5.9 Health and safety

The Contractor shall comply with requirements of the Occupational Health and Safety Act, 85 of 1993 and Maintenance Regulations, 2014, the Health and Safety Specification and relevant clauses of GCC 2010, insofar as health and safety is concerned.

H5.10 Community relations (Not Applicable for this Contract)

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

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

H5.11 General protections in terms of the National Heritage Resources Act, 25 of 1999

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

H5.12 Protection of natural features

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

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

H5.13 Protection of flora and fauna

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

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

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

H5.14 Erosion and sedimentation control

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

Any runnels or erosion channels developed during the maintenance period or during the vegetation establishment period shall be backfilled and compacted, and the areas restored to a proper condition. Stabilisation of cleared areas to prevent and control erosion shall be pro-actively managed by the Contractor. The method of stabilisation

shall be determined in consultation with the Employer.

H5.15 Aesthetics

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

H5.16 Temporary site closure

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

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

H5.17 Asphalt and bitumen

Bitumen drums/products, if stored on Site, shall be stored in an area approved by the Employer.

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

H5.18 Dust

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

H5.19 Contractor's advertising signage

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

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

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

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

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

H5.20 Clearance of Site on completion

On completion of the Works, and at final completion when all defects have been remedied or corrected, the Contractor shall, in addition to the requirements for clearance of the Site in terms of the Contract, ensure that he

has complied with the following requirements in terms of this EM Specification:

H5.20.1 Clause H3.1

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

H5.20.2 Clause H4.1.3

Remediation of hydrocarbon spill and leak areas.

H5.20.3 Clause H4.4

Disposal of litter, refuse and Contractor's waste.

H5.20.4 Clause H5.4

Removal of temporary fences and Contractor's camp.

H5.20.5 Clause H5.5

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

H5.20.6 Clause H5.7

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

H5.20.7 Clauses H5.11 to H5.13

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

H5.20.8 Clause H5.14

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

H5.20.9 Clause H5.19

Removal of Contractor's advertising signage.

H6 TOLERANCES

H6.1 Fines

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

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

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

	Maximum fine per incident
a) Vehicles, plant or materials related to the Contractor's operations, parked or stored outside the demarcated boundaries of the Site.	R 2 000
b) Persons, vehicles, plant or materials related to the Contractor's operations, found within the designated boundaries of a "no go" area.	R 4 000

- | | | |
|----|---|---------|
| c) | Persistent and unrepaired oil leaks from machinery/not using a drip tray to collect waste oil and other lubricants/not using specified absorbent material to encapsulate hydrocarbon spillage/using inappropriate methods of refuelling (the use of a funnel rather than a pump). | R 3 000 |
| d) | Refuelling in areas not approved by the Employer. | R 3 000 |
| e) | Litter on Site. | R 1 000 |
| f) | Deliberate lighting of fires on Site. | R 5 000 |
| g) | Individual not making use of the Site ablution facilities. | R 1 000 |
| h) | Damage to trees not specified to be removed. | R 5 000 |
| i) | Dust or excessive noise emanating from the site | R 1 000 |
| j) | Not containing water contaminated with pollutants such as cement, concrete, fuel, etc. | R 2 000 |

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

H7 TESTING

Not applicable to this tender.

H8 MEASUREMENT AND PAYMENT

H8.1 Basic principles

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

CONTRACT:.....

DATE:.....

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

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

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

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

Start Date:

End Date:

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

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

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

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

(signed)

(print name)

Dated: _____

2) CONTRACTOR

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

(signed)

(print name)

Dated: _____

3) EMPLOYER

The works described in this Method Statement are approved.

(signed)

(print name)

(designation)

Dated: _____

TENDER NO:122S/2021/22

ANNEXURE B: ENVIRONMENTAL SITE INSPECTION CHECKLIST
TO BE SUBMITTED TO THE EMPLOYER ONCE A WEEK

CONTRACT:.....

DATE:.....
















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

Completed by:.....

Signed:.....

ANNEXURE C: MAINTENANCE PERSONNEL INFORMATION POSTER

ENVIRONMENTAL MANAGEMENT DO'S AND DON'TS

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

(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



Instructions for completing and submitting forms

General

- 1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
- 2 Incomplete / incorrect / illegible forms will not be accepted.
- 3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
- 4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Only the Project Number supplied by the Corporate EPWP Office must be inserted.
The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

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

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
- 10 Was the beneficiary sourced from the City's job seeker database?
- 11 The contract end date as stated in the beneficiary's employment contract.
- 12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
- 13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
- 14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

- 15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- 16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
- 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

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

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)	
DIRECTORATE:		DEPARTMENT:	
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:	
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL WORK
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")			
JAN	FEB	MAR	APR
MAY	JUN	JUL	AUG
SEP	OCT	NOV	DEC
YEAR			
ACTUAL START DATE (yyyy/mm/dd)		ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)	
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)			
R			

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				
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												
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16												
17												
18												
19												
20												
0 0 R -												
Declared by Contractor or Vendor to be true and correct:		Name		Signature								
		Date										
Received by Employer's Agent / Representative:		Name		Signature								
		Date										

(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 date (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹
Sub-contractor A		R	R	R	R
Sub-contractor B		R	R	R	R
Sub-contractor C		R	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 A	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
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:

