TENDER NO: 149S/2023/24

TENDER DESCRIPTION: THE MAINTENANCE OF FUEL TANKS AND PUMPS AT THE CITY OF CAPE TOWN'S VARIOUS FUEL SITES ON AN ADHOC BASIS

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT FOR A PERIOD NOT EXCEEDING THIRTY-SIX (36) MONTHS

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: **29 February 2024**

CLOSING TIME: **10:00 a.m.**

TENDER BOX NUMBER: **120**

TENDER FEE: **R200.00** 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	**:**	**26 January 2024**
SITE VISIT/CLARIFICATION MEETING	:	**10h00 on 13 February 2024** (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Skype meeting **https://meet.capetown.gov.za/sikhona.mpandeni/2F4BCTLJ**
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.149S/2023/24: MAINTENANCE OF FUEL TANKS AND PUMPS AT THE CITY OF CAPE TOWN'S VARIOUS FUEL SITES ON AN ADHOC BASIS** 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.
CCT TENDER REPRESENTATIVE		Name:**FINANCE** Email: **Finance.Tenders@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 City of Cape Town reserves the right to award this tender to the highest ranked Service Provider and the 2nd highest ranked (Alternative) Service Provider for the allocation of the work. Orders will be placed in the first instance on the Service Provider ranked number 1, and if they are unable to supply products/service that comply with the specifications or unable to meet the delivery period as specified in the Purchase Order, then the order will be placed with the Service Provider (Alternative) ranked number 2.

The contract period shall be from the commencement date of the contract for a period not exceeding **36 months**

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Standby

Standby 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 standby 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 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

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

The Employer, its employees, representatives and sub-contractors may, from time to time, Process the Contractor's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, this agreement, for research purposes, and/or as otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the employers due diligence assurance provider and the Appeal Authority

2.1.6.7 **Compliance to the City's Appeals Policy.**

"*In terms of the City's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious tender related appeals.*

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

Should the payment of the administration fee of R300.00 not be received, such fee will be added as a Sundry Tariff to your municipal account.

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

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. An 'acceptable tender must "COMPLY IN ALL' aspects with the tender conditions, specifications, pricing instructions and contract conditions.

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 (Non compulsory strongly recommended)

2.2.1.1.4 Minimum score for functionality

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

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

SCORING TABLE ON FUNCTIONAL REQUIREMENTS		
Evaluation Criteria	**Applicable values/points**	**Maximum Points**
Experience Company's years of experience in the MAINTENANCE OF FUEL TANKS AND PUMPS **(Schedule 13A to be completed.)**	• No experience or experience less than a year …0 points • Equal to 1 year, up to 3 years……..……..….**10 points** • Greater than 3, up to 4 years …….……..….**15 points** • Greater than 4 years, up to 5 years ……..…..….**20 points** • Greater than 5 years ……..……..**25 points**	**25**
COMMERCIAL CONTRACT VALUE: Evidence of award – Verifiable reference letter / contracts / purchase order / invoice from the Company - to be provided with the tender submission on closing date. . **(Schedule 13B to be completed.)**	Combined contracts of Repair and Maintenance of Fuel Tanks and Pumps contracts/purchase orders / contracts/ invoice totalling the value considered over a period not exceeding 5 years from the date of closing of the advert. • No Contracts listed or Contracts up to R199,999.99……..……..……**0 points** • Contracts from R200,000.00 and up to R499,999.99……..……..**10 points** • Contract.s from R500,000.00 and up to R999,999.99……..……..**20 points** • Contracts equal to or greater than R1000,000.00……..……**25 points**	**25**
Key Personnel Experience in executing the service, repair and maintenance of fuel tanks and /or pumps in the petroleum or similar industry. Experience can include retail service stations. **(Schedule 13C to be completed.)**	**Qualified Artisan with Fuel tanks and /or Pump Experience** • No relevant experience or experience less than 2 years..…… ……..….**0 points** • 1 Artisan with equal up to/ or more than 2 year experience…… **10 points** • 2 or more Artisan with more than 2 year experience…….....….**20 points**	**20**
	Qualified Fuel Pump Technician • No relevant experience or experience less than 2 years experience……..….**0 points** • 1 Pump Technician with equal to / or more 2 year experience.……...**10 points** • 2 or more Pump Technician with more than 2 year experience……..……..….**20 points**	**20**
	Experienced Project Manager • No relevant experience or experience less than 2 years experience……..……..…**0 points** • 1 PM with a minimum of Grade 12 and a minimum of two years' experience ……..…..……...**10 points**	**10**
Total Achievable Points for Functional Questions		**100**

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

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture. Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information IN THIS TENDER SUBMISSION could result in the tenderer not being able to achieve the specified minimum scoring.

Detailed Explanation of the Functionality Criteria is given below:

1. Experience

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

The tenderer must provide evidence where they serviced, repaired, maintained or refurbished fuel tanks and or fuel pumps. Tenderers must provide references with active contact details that can corroborate all information provided in this regard.
The list of evidence must include contracts/projects/orders with start date and end date in this format DD/MM/YEAR that the tenderer **has successfully undertaken**. Points will be allocated based on the number of years of experience demonstrated in the maintenance & repairs of fuel tanks and pumps.
This information must be captured in Returnable Schedule 13A.

2. Commercial Contract Value

Only those tenders submitted by tenderers who can show proven company/business/entity Contract/Purchase Order value as stated below will be declared responsive.

Tenderers must provide evidence of previous Contracts/Purchase Orders where they serviced, repaired, maintained or refurbished fuel tanks and or fuel pumps totaling the value considered over a period not exceeding 5 years from the date of closing of the advert.

Submitted proof must include a purchase order/monthly invoice or award/reference letter which clearly indicate values and sites/facilities with contactable references.

This information must be captured in Returnable Schedule 13B.

3. **Key Personnel**

Artisan qualification shall have a Trade Test Certificate (Fitter, Fitter and Turner, Millwright) with a minimum of two years' experience post qualification.

Fuel Pump Technician shall have a National Diploma/Diploma in Mechanical Engineering or equivalent or higher, with a minimum of two years' experience post qualification.

Project Manager with a minimum of Grade 12 and a minimum of two years' experience in Project management.

The tenderer must provide supporting evidence in the form of Curriculum Vitaes (CVs) and Certificates for Key Personel who is experienced in executing the service, repair and maintenance of pumps and tanks in the petroleum or similar industry. Experience can include retail service stations.. The tenderer must submit the required CVs and Qualification Certificates with the tender submission.
Failure to submit CVs and Qualification Certificates with the tender submission will result in the tenderer forfeiting points.

Points will be allocated based on the years of experience and number of Key Personnel employed for executing the service, repair and maintenance of pumps and tanks in the petroleum or similar industry. This information must be captured in Returnable Schedule 13C.

The information must be captured in Returnable Schedule 13C, **only information submitted as per schedule 13C will be considered and evaluated for functionality scoring.**

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

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

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

2.2.12.5 Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information, as well as the tenderer's name and contact address.

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

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

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

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

2.2.12.10 Tenders must be properly received and deposited in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant

tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

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

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

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

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

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

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

2.2.17 Provide other material

2.2.17.1 Provide, on request by the CCT, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples

of materials, considered necessary by the CCT for the purpose of the evaluation of the tender. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CCT's request, the CCT may regard the tender offer as non-responsive.

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1. Broad-Based Black Economic Empowerment Documentation

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof, as either certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act or any other legislation relevant for the points claimed for that specific goal.

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

2.2.19.2 Evidence of tax compliance

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

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 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:

90/10 preference point system will apply to this tender

The 90/10 price/preference points system will be applied to the evaluation of responsive tenders above 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:

$$Ps = 90 \times \left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

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

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

Table B2: Awards above R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10) *Above R50 mil*	Evidence
	Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of		
1	***Gender are women (ownership)**** *>75% - 100% women ownership: 3 points* *>50% - 75% women ownership: 2 points* *>25% - 50% women ownership: 1.5 points* *>0% - 25% women ownership: 0.5 points* *0% women ownership = 0 points*	3	• Company Registration Certification • Central Supplier Database report
2	***Race are black persons (ownership)**** *>75% - 100% black ownership: 3 points* *>50% - 75% black ownership: 2 points* *>25% - 50% black ownership: 1.5 points* *>0% - 25% black ownership: 0.5 points* *0% black ownership = 0 points*	3	• B-BBEE certificate; • Company Registration Certification • Central Supplier Database report
3	***Disability are disabled persons (ownership)**** *WHO disability guideline* *>2% ownership: 1 point* *>0% - 2% ownership: 0.5 point* *0% ownership = 0 points*	1	• Proof of disability • Company Registration Certification
	Reconstruction and Development Programme (RDP) as published in Government Gazette		
4	***Promotion of Micro and Small Enterprises*** *Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996* *SME partnership, sub-contracting, joint venture or consortiums*	3	• B-BBEE status level of contributor; • South African owned enterprises; • Financial Statement to determine annual turnover
	Total points	10	

**Ownership: main tendering entity*

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. 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 City's SCM Policy, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

2.3.12 Acceptance of tender offer

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

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

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

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

a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the 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 or both
b) association with known notorious individuals and family of notorious individuals;
c) poor performance issues, known to the City;
d) negative media reports, including negative social media reports
e) adverse assurance (e.g. due diligence) report outcomes.
f) Circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.

2.3.12.5 The CCT reserves the right to nominate a standby 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 standby bidder in terms of the procedures included its SCM Policy.

2.3.13 Prepare contract documents

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

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

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

2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER NO: 149S/2023/24

TENDER DESCRIPTION: THE MAINTENANCE OF FUEL TANKS AND PUMPS AT THE CITY OF CAPE TOWN'S VARIOUS FUEL SITES ON AN ADHOC BASIS

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT FOR A PERIOD NOT EXCEEDING THIRTY-SIX (36) MONTHS

VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS
(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor ☐ Close Corporation ☐ Company

☐ Partnership or Joint Venture or Consortium ☐ Trust ☐ Other: ……

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

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

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

(4) FORM OF OFFER AND ACCEPTANCE

TENDER NO: 149S/2023/24

TENDER DESCRIPTION: MAINTENANCE OF FUEL TANKS AND PUMPS AT THE CITY OF CAPE TOWN'S VARIOUS FUEL SITES ON AN ADHOC BASIS

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)

INITIALS OF CITY OFFICIALS		
1	**2**	**3**

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

_____
Date

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NO: 149S/2023/24

TENDER DESCRIPTION: MAINTENANCE OF FUEL TANKS AND PUMPS AT THE CITY OF CAPE TOWN'S VARIOUS FUEL SITES ON AN ADHOC BASIS

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”

ITEM	DESCRIPTION	UNIT	PRICE (Exclusive of Vat) R c
	PRELIMINARY, GENERAL & LABOUR		
1	Providing Insurances and Performance Security (Insurances and Performance Guarantee, once off)	Sum	
2	Compilation, approval and submission of an overarching Health and Safety Plan for this Framework Contract. (Once off at the start of the Contract)	Sum	
3	Attending site visits, investigations and taking of actual measurements onsite before proceeding with planning the works.	No.	
4	Site specific Works Package Health and Safety Risk Assessment for inclusion / insertion in the overarching Health and Safety Plan.	No.	
5	Submission of a project programme and method statement for the execution of individual Works Packages.	No.	
	SUPPORTING TOOLS **Mobile plant and equipment supplied and operated**		
6	Temporary fuel storage rental onsite during site works, per 1000L	hr.	
7	Temporary forced ventilation to allow for entry and works within fuel tanks, per 1000L tank.	hr.	
8	Welding plant	hr.	

9	Mobile generator, 50kVA, operate and maintain including fuel.	hr.	
10	Mobile 500L water tank c/w water & pressure pump for cleaning purposes.	hr.	
11	Mobile temporary lighting, to ensure a safe working environment.	hr.	
12	250 cfm compressor (7 m^3/min) complete with 2 tools and operators.	hr.	
	Mobile Lifting Equipment, including qualified rigger.		
	20 Ton Crane Truck; 1ton lifting capacity at 15 meter reach		
13	Establish and De-Establish	km	
14	Operate and maintain	hr.	

ITEM	DESCRIPTION	UNIT	PRICE R c
	TRANSPORT CHARGES **(Base this on current AA and National Treasury guideline rates plus mark-up and driver)**		
15	Standard Passenger Vehicle	km	
16	Light Delivery Vehicle, 1.0 ton (LDV)	km	
17	Truck (flatbed), 3 ton	km	
18	Truck (flatbed), 10 ton	km	

	CLEANING OF FUEL STORAGE TANKS AND DISPOSAL		
19	Cleaning of structures / environmental clean up and disposal at approved landfill site as per waste classification.	m^3	
20	Applicable hazardous waste disposal costs along with supplying certificates to the applicable employer's agent.	m^3	
	LABOUR RESOURCE **(Supply the following normal hour labour rates, including equipment, hand tools, power tools and safety equipment etc. Weekdays from 08:00 to 17:00)**		
21	Project Manager / Contract Manager	hr.	
22	Health and Safety Officer	hr.	
23	Artisan with Pump Experience	hr.	
24	Artisan; Mechanical fitter, Welder	hr.	
25	Specialist Welder	hr	
26	Qualified Electrician	hr.	
27	Artisan Assistant, Handyman	hr.	
28	Fuel tank corrosion protection applicator	hr.	

ITEM	**DESCRIPTION**	**UNIT**	**PRICE** **R** **c**
29	Fuel dispenser pump technician	hr.	
30	Fuel dispenser accuracy verification officer	hr.	

31	Corrosion Protection Specialist	hr.	
	AFTER HOUR LABOUR RESOURCE **(Supply the following after hour labour rates, including equipment, hand tools, power tools and safety equipment etc.** **Weekdays from 17:00 to 08:00, and** **Weekends, Public Holidays)**		
32	Project Manager / Contract Manager	hr.	
33	Health and Safety Officer	hr.	
34	Artisan with Pump Experience	hr.	
35	Artisan; Mechanical fitter, Welder	hr.	
36	Qualified Electrician	hr.	
37	Artisan Assistant, Handyman	hr.	
38	Fuel tank corrosion protection applicator	hr.	
39	Fuel dispenser pump technician	hr.	
40	Fuel dispenser accuracy verification officer	hr.	
	FUEL TANK LEAKAGE TESTING		
41	Pneumatic testing in accordance with applicable SANS standards and the contract procedure.	No.	
42	Specialised Vacusonic tank leakage testing of large underground Jet A1 fuel tanks, complete with pipe lines including HSSE and consumables Gas Testing. (per 100 000 litre tank)	No.	

ITEM	DESCRIPTION	UNIT	PRICE R c
	PARTS		
43	Filler containment manhole complete 'Colvic Marketing' 'Spilltain' or 'FFS (SA)' 'EcoSure' or equivalent approved.	No.	
44	Lockable 12-tooth petrol Barrett cap (filler cap), standard, aluminium with brass coupling, with rubber seal.	No.	
45	Lockable 18-tooth diesel Barrett cap (filler cap), standard, aluminium with brass coupling with rubber seal.	No.	
46	Provisional sum allowance for the supply of parts not listed here but required to fulfil the contract goals and objectives. To be used on a proven cost basis, per works package.	Prov Sum	R50 000.00
47	Provisional sum mark-up percentage for the supply of parts not listed here but required to fulfil the contract goals and objectives. Mark-up percentage, proven cost basis.	%	
	FUEL TANK **Coating Preparation**		
48	Degreasing	m_2	
.99			
49	Hand sanding / soda blasting	m_2	
50	Sand / bead blasting to Sa 2 ½ finish	m_2	
	Internal & External Tank Coatings, Above and Below Ground		
51	Provisional sum allowance for the supply of Primer for bare steel, Intermediate coat (base coat) and Top Coat. To be used on a proven cost basis, per works package.	Prov Sum	R200 000.00
52	Provisional sum mark-up percentage for the supply of Primer for bare steel, Intermediate coat (base coat) and Top Coat. Mark-up percentage, proven cost basis.	%	
	FUEL DISPENSER		
	Parts and Calibration		

53	3/4 inch diameter, SABS standard, petrochemical industry, non-expandable hose with wire braiding for continuity, per 4.1 meter length	No.	
54	1 inch diameter, SABS standard, petrochemical industry, non-expandable hose with wire braiding for continuity, per 7 meter length	No.	
ITEM	**DESCRIPTION**	**UNIT**	**PRICE** **R c**
55	ZVA 16mm, unleaded, auto-stop nozzle with applicable colour cover	No.	
56	ZVA 19mm, diesel, auto-stop nozzle with applicable colour cover	No.	
57	ZVA 25mm high volume, auto-stop nozzle with applicable colour cover	No.	
58	Accuracy verification of single hose pump, per nozzle	No.	
59	Calibration of single hose pump, per nozzle	No.	
60	Calibration of mechanical totalizer	No.	
61	Provisional sum allowance for the supply of Fuel Dispenser (OEM) Original Equipment Manufacturer parts or equivalent other than those listed above. To be used on a proven cost basis, per works package.	Prov Sum	R299 999.99
62	Provisional sum mark-up percentage for the supply of Fuel Dispenser (OEM) Original Equipment Manufacturer parts or equivalent. Mark-up percentage, proven cost basis.	**%**	
	SUNDRIES		
63	Permanent H&S and Operating Signage. Perspex, UV stabilised and photo luminescent, 200mm x 200mm standard colours supplied and installed.	No.	
64	Taking of fuel sample onsite (Per Sample)	No.	
65	Analysing of fuel sample and preparing of findings. Compile full detailed technical report with corrective measures. Supply 1x had and 1x electronic copies of all reports of the works package.	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. **Prices to be fixed for the first twelve (12) months from the commencement date of the contract subject to SCM Policy. Thereafter Contract Price Adjustment in accordance with Schedule 8 for the following twelve (12) months of the contract will be applicable.**

5.8 **The delivery period will be within 14 days from date of official purchase order. For emergency breakdowns and related incidents, delivery period shall be agreed with the Contract Manager in writing.**

5.9 No unauthorized amendment shall be made to the Schedule of Rates or any part of the Pricing Data. If such amendment is made, or if the Schedule of Rates are not properly completed, the tender may be rendered non-responsive.

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 POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Definitions

The following definitions shall apply to this schedule:

(a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

90/10

$$Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

90/10

$$Ps = 90\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Gender	3	
Race	3	
Disability	1	
Promotion of Micro and Small Enterprises	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

☐ Non-Profit Company
☐ State Owned Company
[Tick applicable box]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

(a) disqualify the person from the tendering process;

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

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

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

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

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: …….
DATE: ……

ADDRESS: ……

……

……
……

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 state[1], or
   1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
   1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town 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:……...
   .2 Identity Number:……

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

   3.4 Company or Close Corporation Registration Number:……

   3.5 Tax Reference Number……..

   3.6 VAT Registration Number:…….

   3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

   3.8 Are you presently in the service of the state? **YES / NO**

      3.8.1 If yes, furnish particulars …….

   3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

      3.9.1 If yes, furnish particulars ……

   3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

      3.10.1 If yes, furnish particulars ……

   3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

      3.11.1 If yes, furnish particulars…….

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

3.12.1 If yes, furnish particulars ……..…

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

3.13.1 If yes, furnish particulars ……

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

3.14.1 If yes, furnish particulars ……

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

3.15.1 If yes, furnish particulars ……

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

3.16.1 If yes, furnish particulars ……

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

Full Name	Identity Number	State Employee Number

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

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

_____ _____

Signature
Print name: Date

On behalf of the tenderer (duly authorised)

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

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

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

Schedule 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 0f 2003, and attach it to this schedule.

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

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

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

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

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

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

_____ _____

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

Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and

b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and

c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

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

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

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

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

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

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

Refer to clause 17.2 of this tender document, volume 3

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender 149S/2023/24 MAINTENANCE OF FUEL TANKS AND PUMPS AT THE CITY OF CAPE TOWN'S VARIOUS FUEL SITES ON ADHOC BASIS 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 consortium[1] will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation);
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit a tender;
   (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
   (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/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: Price Basis for Imported Resources

Not Used

Schedule 11: List of other documents attached by tenderer

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

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

Attach additional pages if more space is required.

_____ _____

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

Date

Schedule 12: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER: . . . . . .

Schedule 13: Information to be provided with the tender

The following information shall be provided with the Tender:

SCHEDULE 13A: Experience

Company's Years' of experience in the **- THE MAINTENANCE OF FUEL TANKS AND PUMPS**

Client	Description of Contract	Duration of Contract		Total Years	Value
		Start Date (dd/mm/year)	End date (dd/mm/year		

SIGNED ON BEHALF OF TENDERER: . . . . . .

Schedule 13B: COMMERCIAL CONTRACT VALUE

Commercial Contract Value: Proof of award – reference letter from the Company - to be provided with the tender submission on closing date. Tenderers must indicate similar previous experience. Similar previous experience will mean, the Tenderer has previous contractual engagements where maintenance and repair of fuel tanks and pumps were carried out. Submitted proof must include Verifiable reference letter / contracts / purchase order / invoice from the Company which clearly indicate values andsites/facilities with contactable references.

No	Client's Company Name	Client's details [Name& contact details]	Site/Facility name	Description of Service	R-value	Proof attached - YES	Proof attached - NO	Date (Year/mm/d)
No Contracts listed or Contracts up to R199,999.99								
1								
2								
3								
4								
Contracts from R200,000.00 and up to R499,999.99								
5								
6								
7								
8								
Contracts from R500,000.00 and up to R999,999.99								
9								
10								
11								
12								
Contracts equal to or greater than R1 000,000.00								
13								
14								
15								
16								

SCHEDULE 13C: KEY PERSONNEL

ASSESSMENT OF BIDDER'S KEY PERSONNEL

Company's key personnel experienced in executing the service, repair and maintenance of pumps in the petroleum or similar industry. The tenderer must provide supporting evidence in the form of Curriculum Vitaes (CVs) and proof of qualifications for Key Personel who is experienced in executing the service, repair and maintenance of pumps in the petroleum or similar industry.
Experience can include retail service stations.

The tenderer must submit the required CVs and proof of qualification with the tender submission. Failure to submit CVs and proof of qualifications with the tender submission will result in the tenderer forfeiting points. Points will be allocated based on the years of experience demonstrated by the Key Personnel, which includes the qualified Artisan with Fuel Pump Experience, the qualified Technician with Fuel Dispensor experience and qualified Project manager in executing the service, repair and maintenance of pumps in the petroleum or similar industry.

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

Qualified Artisan with Fuel Pump Experience				
Name and Surname	**Designation in Company**	**No. of years work experience applicable to this scope of works**	**CV Included (Yes/No)**	**Proof of Qualification attached (Yes/No)**
Qualified Fuel Dispensor Pump Technician				
Name and Surname	**Designation in Company**	**No. of years work experience applicable to this scope of works**	**CV Included (Yes/No)**	**Proof of Qualification attached (Yes/No)**
Qualified Project Manager				
Name and Surname	**Designation in Company**	**No. of years work experience applicable to this scope of works**	**CV Included (Yes/No)**	**Proof of Qualification attached (Yes/No)**

SIGNED ON BEHALF OF TENDERER: . . . . . .

Schedule 14: Declarations to be completed and submitted with Tender

The following information shall be provided by the Tenderer with their Tender submission:

DECLARATION OF INTEREST – PREVIOUS EMPLOYEES

1. Full Name of tenderer or his or her representative:……...

2. Identity Number:……

3. Position occupied in the Company (director, trustee, shareholder²)……

4. Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company ever been in the service of the City of Cape Town? **YES / NO**

   If yes, furnish particulars ……

Full Name	Identity Number	Employee Number

5. Do you have any employees who were in the service of the City of Cape Town? **YES / NO**

   If yes, furnish particulars ……

Full Name	Identity Number	Employee Number

_____ _____

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

Date

DECLARATION OF POSSIBLE REPUTATIONAL RISK

I, the undersigned, in submitting this tender **149S/2023/24: MAINTENANCE OF FUEL TANKS AND PUMPS AT THE CITY OF CAPE TOWN'S VARIOUS FUEL SITES ON ADHOC BASIS** 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 declaration;

2. I understand that this tender will be disqualified if this declaration is found not to be true and complete in every respect;

3. I am authorised by the tenderer to sign this declaration, and to submit this tender, on behalf of the tenderer;

4. Are you, aware of any family, friend or other persons related to any of the company's directors, trustees, managers, principle shareholders or stakeholders who may pose possible reputational risk to the City of Cape Town? **YES / NO**

   If yes, furnish particulars……

5. I am aware of the City of Cape Town's Supply Chain Management policy provisions and tender conditions regarding any issues of possible reputational risk.

_____ _____

Signature **Date**

_____

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

TENDER NO: 149S/2023/24

TENDER DESCRIPTION: THE MAINTENANCE OF FUEL TANKS AND PUMPS AT THE CITY OF CAPE TOWN'S VARIOUS FUEL SITES ON AN ADHOC BASIS

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT FOR A PERIOD NOT EXCEEDING THIRTY-SIX (36) MONTHS

VOLUME 3: DRAFT CONTRACT

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

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

VOLUME 3: DRAFT CONTRACT
(7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

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

3. General Obligations

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

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

3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.

3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.

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

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

3.5 The **supplier** shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 The **purchaser** shall:

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

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

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

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

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

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

3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.

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

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

Add the following after clause 5.4:

5.5 Copyright of all documents prepared by the supplier in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to contract shall be vested in the purchaser. Where copyright is vested in the supplier,

the purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the contract and need not obtain the supplier's permission to copy for such use. Where copyright is vested in the purchaser, the supplier shall not be liable in any way for the use of any of the information other than as originally intended for the contract and the purchaser hereby indemnifies the supplier against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

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

5.6 Publicity and publication
The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.

5.7 Confidentiality
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.

5.8 Intellectual Property

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

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

5.8.3 The supplier shall, and warrants that it shall:

5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;

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

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

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

5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;

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

5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.

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

7. Performance Security

Delete clause 7.1 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 to R50 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).

d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

In the event of under insurance or the insurer’s repudiation of any claim for whatever reason, the CCT will retain its

right of recourse against the supplier.

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

15. Warranty

Add to Clause 15.2:

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

16. Payment

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

16.1 Payment of invoices will be made within 30 days of receiving the relevant invoice or statement, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the City. All completed invoices for goods and services will be paid on a weekly basis and construction related invoices will be paid daily.

Notwithstanding anything contained above, the City shall not be liable for payment of any invoice that pre dates the date of delivery of any goods or services, or the date of certification for construction works.

Should the processing of a payment be delayed due to the late submission of documentation, any penalties imposed will be for the account of the functional business area. Any queries will also be referred to such line department.

No official shall commit Council to making a payment outside the scheduled payment terms

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

17.3 This section must be read in conjunction with Table 1 (Contract Price Adjustment Table).

The following conditions will be applicable:

17.3.1 The Accepted Contract rates shall be deemed to have included amounts to cover the contingency of all other rises and falls in costs not covered by the provisions of this or other Clauses.

17.3.2 No Contract Price Adjustment shall be applied to Provisional Sums and for the allowance for profit on Provisional Sums.

17.3.3 The rates which are stated on the Price Schedule shall be adjusted on each anniversary of the date of contract commencement (recalculation date). For the purpose of contract price adjustment, the following general provisions shall apply:

17.3.4 The rates submitted will be firm for the first 12 months after commencement of the contract. No request for price increases shall be entertained.

17.3.5 In year 2, the rates submitted shall be subject to adjustment. Base month (base indices) for the price adjustment shall be the month of commencement of the contract and end date (current indices) shall be 12th month of the contract. The adjustment will be applicable for the next 12 months thereafter.

17.3.6 In year 3, the rates submitted shall be subject to adjustment. Base month (base indices) for the price adjustment shall be the 13th month of the contract (month of commencement of the 2nd year) and end date (current indices) shall be 24th month of the contract. The adjustment will be applicable for the next 12 months thereafter.

17.3.7 When submitting an application for contract price adjustment the Contractor shall provide the applicable months' actual indices for the SEIFSA Table No's and Descriptions and the actual revised rate proposed for each item.

17.3.8 All requests for variation in the contract price shall be submitted in writing prior to the date upon which the price adjustment would become effective.

17.3.9 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.

17.4 Contract price adjustment shall be based on the indices published by the Steel and Engineering Industries Federation of South Africa (SEIFSA) using the method described:

17.4.1 Labour only

The following SEIFSA table shall be regarded as relevant to labour only items in this Contract:

Table C3a Index of actual labour cost, as applicable

The applicable formulae is:

$$A = a + b\ (\frac{Ln}{Lo}) - 1$$

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 C3a

Lo = Base labour index in Table C3a

17.4.2 Mining and Construction Plant and Equipment only

The following SEIFSA table shall be regarded as relevant to Mining and Construction Plant and Equipment only items in this Contract:

Table P-2 Statistics SA – Production price index, Mining and Construction Plant and Equipment; as applicable

The applicable formulae is:

$$A = a + f\left(\frac{Pn}{Po}\right) - 1$$

Where:

A = Adjustment Factor rounded off to the sixth decimal place

a = 0.10 Fixed coefficient (non-adjustable portion)

F = 0.90

Pn = Current mining and construction and equipment index in Table P-2

Po = Base mining and construction and equipment index in Table P-2

17.4.3 Labour and Material

For the purpose of this Sub-Clause, Preliminary and General Items are included with Labour and material for the sake of convenience, and which otherwise have no relationship with each other.

The following SEIFSA tables shall be regarded as relevant to labour and materials items in this Contract:

Table C3a - Index of actual labour cost, as applicable

Table G2 – Construction input price index (CIPI): Materials purchases by type of service; as applicable

The applicable formulae is:

$$A = a + b\left(\frac{Ln}{Lo}\right) + c\left(\frac{Mn}{Mo}\right) - 1$$

Where:

A = Adjustment Factor rounded off to the sixth decimal place

a = 0.10 Fixed coefficient (non-adjustable portion)

b = 0.30

c = 0.60

Ln = Current labour index in Table C-3a

Lo = Base labour index in Table C-3a

Mn = Current Construction input price index in Table G-2

Mo = Base Construction input price index in Table G-2

17.4.4 Material only

The following SEIFSA tables shall be regarded as relevant to some materials only items in this Contract:

Table O-2 Statistics SA – product price Index, Final and Intermediate Manufactured Goods, as applicable

The applicable formulae is:

$$A = a + e\left(\frac{Ssn}{Sso}\right) - 1$$

Where:

A = Adjustment Factor rounded off to the sixth decimal place

a = 0.10 Fixed coefficient (non-adjustable portion)

e = 0.90

Ssn = Current Final and Intermediate Manufactured Goods Index in Table O-2

Sso = Base Final and Intermediate Manufactured Goods index in Table O-2

Table 1: Contract Price Adjustment Table

SCHEDULE OF RATES ITEM NO	APPLICABLE SIEFSA TABLES/COLUMNS	Category
1 to 5	Table C-3(a): All Hourly-Paid Employees	Labour Only
6 to 12	Table P-2: Machinery for mining, quarrying and construction and parts thereof	Mining and Construction Plant and Equipment only
13 to 18	Table P-2: Lifting and handling equipment and parts thereof	Mining and Construction Plant and Equipment only
19 to 20	Table G-2: Column – Site Preparation	Labour Only
21 to 42	Table C-3(a): All Hourly-Paid Employees	Labour Only
43 to 45	Table O-2: Coal & Petroleum Products	Material Only
48 to 50	Table G-2: Column – Other Structures	Labour and Material Only
53 to 57	Table O-2: Coal & Petroleum Products	Material Only
58 to 60	Table C-3(a): All Hourly-Paid Employees	Labour Only
63	Table O-2: Plastic Products	Material Only
64-65	Table C-3(a): All Hourly-Paid Employees	Labour Only

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: Items which have not been delivered/completion of works, as prescribed by the Purchase Order (PO), will attract a daily penalty rate of R200. The total accumulated penalty imposed by the City for late completion/delivery on a PO may not exceed 5% of the original value for that PO.

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** relaying 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. Training.

36.1 The supplier shall provide training of the purchaser's personnel, at the supplier's plant and/or on-site, in start-up, safe operation, maintenance, and/or repair of the fuel tanks and pumps in order to prevent incidents that may lead to injury, death, accidents and environmental damage.

(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 18 October 2016) 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:
ABSA Insurance
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Infiniti Insurance Limited
Lombard Insurance
New National Assurance Co.
Regent Insurance Co.
Renasa Insurance Company Ltd.
Santam Limited
Zurich Insurance Co.

(10) FORM OF ADVANCE PAYMENT GUARANTEE

NOT APPLICABLE

(10.1) ADVANCE PAYMENT SCHEDULE

NOT APPLICABLE

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND

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

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

I, ……..……..…… , representing

……..……..…… , as an employer
in its own right, 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 **Mandatary**

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.: 149S/2023/24

TENDER DESCRIPTION: MAINTENANCE OF FUEL TANKS AND PUMPS AT THE CITY OF CAPE TOWN'S VARIOUS FUEL SITES ON AN ADHOC BASIS

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)

PROJECT
SPECIFICATIONS

MAINTENANCE OF FUEL TANKS AND PUMPS AT THE CITY OF CAPE TOWN'S VARIOUS FUEL SITES

1.1 DEFINITIONS AND ABBREVIATIONS

The following words are used interchangeably throughout the specification and has reference to the same entity and should be read in context within the paragraph:

Employer / Client / City of Cape Town / COCT / CCT / Municipality / The City
Employers Agent / Employer's Representative / Appointed Authorised Person
Water and Sanitation Department of the City of Cape Town
Contractor / Tenderer / Service Provider / Bidder
Services / Works / Works Package
Site / Works Location / Facilities
Original Equipment Manufacturer / OEM / Brand / Make
Plant / Equipment / Tools – Mobile equipment and tools required to perform the works
SANS - South African National Standards
SABS – South African Bureau of Standards (certified body accredited by SANS)
ISO - International Standards Organisation
BS - British Standard

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".

All descriptions or clauses where trade names or proprietary products are specified herein, are deemed to include the phrase "or equivalent" or depict existing site equipment details.

1.2 SCOPE OF WORK

1.2.1 Employer's objectives

The Employer's objectives are to provide, through the services of a competent and experienced Service Provider, the ad hoc servicing, repairs and maintenance of various fuel tanks and fuel pumps - hereinafter referred to as the "works". The works should aim to keep the fuel tanks and fuel pumps functioning at an optimum level at all times at various operations, and where applicable minimising breakdowns and downtimes as well as offering timeous response to any breakdowns or downtimes arising from malfunction to minimise disruptions and keeping the Works functioning optimally.

1.2.2 Overview of the works

The City of Cape Town makes use of various fuel tank and fuel pump installations scattered across most of the Cape Town Metropolitan area. Departments within the City that are mainly making use of these facilities include, but not limited to, Water and Sanitation, Solid Waste, Fire Services, Energy, Facilities Management and the Cape Town Stadium. The infrastructure that makes up the works around the municipal area is in some cases, interdependent and some are stand-alone.

This Contract is for the provision of parts, maintenance, repair and services to the Municipality's fuel tank and fuel pump installations in line with the City's stated objectives. This specification covers the supply of parts, installation, servicing, repairing and reconditioning of fuel tanks and fuel pumps and associated accessories that are vital to the functioning of the City's infrastructure.

Referring to Figure 1 below:

Reference A: Defines the infrastructure boundaries for this contract's intended scope of works; servicing, maintenance, repair, testing and calibration.

Reference B: Defines the scope of works outside of this specific contract. A separate 'AFS' contract manages and oversees this scope of works, previously known as 261S/2017/18.

Reference C: Defines the scope of works outside of this specific contract. A separate fuel supply contract manages and overseas this scope of works, previously known as 274G/2019/20

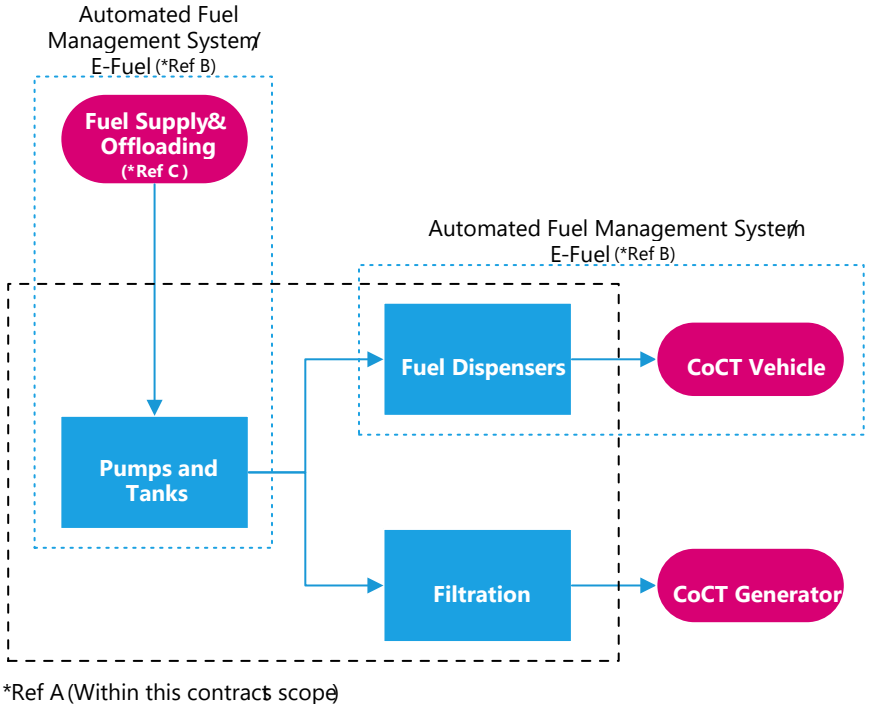


Figure 1: Process Flow Diagram indicating the contract scope of works

Services shall be on an as and when required basis as instructed by the Employers Agent. These Services may include:

- Cleaning, dismantling, inspection, servicing, and maintenance of existing fuel tanks, fuel dispenser systems, and the associated equipment
- Supply of and delivery of parts and spares to the various existing CCT sites, workshops and plants
- Installation of spares and parts, fuel nozzles, various valves and sensors etc
- Refurbishment and repair of fuel tanks and coatings
- Calibration of instrumentation, flow meters etc
- Statutory pressure testing of fuel tanks and leakage identification
- Site performance testing of pumps and submission of prescribed test reports and guarantees
- Provision of all materials, consumables, spares, service provider's plant and equipment, supervision as well as skilled labour necessary to undertake the required work.
- Provide detailed records for the proper reporting and accounting of parts and spares supplied as well as works executed.
- Liaise with the Employers Agent, follow up with the Original Equipment Manufacturer (OEM) for all possible warranty claims, charges and adjustments.

1.2.3 Extent of the works

1.2.3.1 List of Active Fuel Sites

The following list indicates the active fuel tank site details. This list is provided as indicative and the works is not limited to these facilities.

1.2.3.2 Frequency and site preparation:

Facilities are used daily. Shut downs for extended time periods will not be allowed. The City of Cape Town operation and maintenance personnel will schedule and identify the works required to ensure that the affected downstream and upstream operations are adequately dealt with.

Services include the isolation, preparation, including emptying the fuel tanks as and when necessary, performing the necessary assessments, maintenance, reinstating of the area, cleaning, liaising with the City of Cape Town operations and maintenance personnel as well as all applicable Health and Safety requirements for the full duration of the Works Package as required.

The Service provider will liaise with Operating and Maintenance personnel to arrange for safe workings conditions, ensuring proper lock-out procedures are followed before work can be executed on site.

1.2.3.3 Fuel Sites Within the City of Cape Town

For indicative purposes however not restricted to:

Name	Site Address	Material Description	Tank Capacity	Tank Below or Above ground	Contact person	Contact number	Average Drop Size
Water Services - Faure WTP	Old Faure Road – Firgrove	FUEL DIESELENE	9000 L	Below	Sandra Mortlock	021 444 7043	4000
Water Services - Blackheath WTP	Polkadraai Road Blackheath	FUEL DIESELENE	4500 L	Below	Johannes De Bruyn	021 444 5566	2000
Steenbras Parks Catchment	Off N2 Grabrouw	FUEL DIESELENE	4500 L	Below	Michelle Karelse	021 444 9682	2000
Water Services - Steenbras WTP	Off Marine Drive Gordons Bay	FUEL DIESELENE	4500 L	Below	Jamelle Sass	0214448038	2000
Water Services - Steenbras WTP	Off Marine Drive Gordons Bay	FUEL PETROL 95 UNLEADED	4500 L	Below	Jamelle Sass	0214448038	2000
Water Services - Voelvlei WTP	R44 Off Main Road Voelvlei Dam	FUEL DIESELENE	4500L	Below	Elma Marthinus	021 417 4839	2000
Water Services - Wemmershoek	R301 Paarl Road Wemmershoek	FUEL DIESELENE	2 x 2000 L	Above	Philemon Davids	021 444 7828	2000
Water Services - Wemmershoek W	R301 Paarl Road Wemmershoek	FUEL PETROL 95 UNLEADED	4500 L	Below	Elma Marthinus	021 417 4839	2000
Fire Services - Roeland Str. S	Roeland Street Cape Town	FUEL DIESELENE	4500 L	Below	Simon Clifford Abrahams	021 444 5805	2000
Fire Services - Roeland Str. S	Roeland Street Cape Town	FUEL PETROL 95 (LRP	4500 L	Below	Simon Clifford Abrahams	021 444 5805	2000
Logistics - Ndabeni Diesel TSS	14 Oude Molen Road Ndabeni	FUEL DIESELENE	14000 L	Below	Moegamat Abrahams	021 444 5663	12 000
Logistics - Ndabeni Diesel TSS	14 Oude Molen Road Ndabeni	FUEL DIESELENE	14000 L	Below	Moegamat Abrahams	021 444 5663	
Logistics - Ndabeni Diesel TSS	14 Oude Molen Road Ndabeni	FUEL DIESELENE	14000 L	Below	Moegamat Abrahams	021 444 5663	
Kraaifontein- Waste Management	aroela & Sandringham Road Kraaif	FUEL DIESELENE	23000 L	Above	Nomazizi Mathabela	0214006012	8000
Bellville South Landfill: Fuel	Sacks Circle Bellvile	FUEL DIESELENE	23000 L	Above	Vuyani Buwe	021 400 3531	6000
Solid Waste - Swartklip TS	Swartklip Road Mitchells Plain	FUEL DIESELENE	9000 L	Below	Emile Mckerry	021 444 8731	4000
Water Services - Zeekoeivlei WTP	off Strandfontein Rd Zeekoeivlei	FUEL DIESELENE	2 x 23000 L	Below	Lionel Rossouw	021 444 9609	30000
Solid Waste - Coastal Park	Barden Powel Drive Muizenberg	FUEL DIESELENE	23000 L	Above	Ebrahim Mohamed	021 487 2717	10000
Solid Waste - Vissershok Store	Frankdale Road	FUEL DIESELENE	23000 L	Above	Nomfusi Dyonase	021 400 3397	12000
Athlone Transfer Station Diesel	Service Road Off Bhunga Avenue	FUEL DIESELENE	9000 L	Below	Gouwa Sauls	021 400 7091	40000
Cape Town Stadium	Fritz Sonnenberg Greenpoint	FUEL DIESELENE	23000 L	Below	Allen Pietersen	021 417 0116	10000
Civic Cenre	Hertzog Street Cape Town	FUEL DIESELENE	23000 L	Above	Randal Felix	021 400 9203	10000
Steenbras Power Station	Off Sir Lowry Road G/Bay	FUEL DIESELENE	14000 L	Above	Jacob van der Merwe		6000
Steenbras Parks and Forests	Off N2 Grabrouw	FUEL PETROL 95 UNLEADED	4500 L	Below	Michelle Karelse	021 444 9682	2000
Athlone Gas Turbines		FUEL;Aviation;Jet A1	3 x 75000 L	Above	Julian Hangford	0214449304	40000
Roggebaai Gas Turbines		FUEL;Aviation;Jet A1	3 x 100000L	Below	Julian Hangford	0214449304	40000

1.3 WORKS EXECUTION

1.3.5 Plant, materials and Tools

The service provider shall supply all the plant and tools required and all plant and tools shall comply with the requirements as stipulated in the Environmental and Occupational Health and Safety Act and the Construction Regulations (2014).

All plant, tools, equipment and consumables that are required for undertaking work shall be provided by the Service Provider and will be included in tender rates. All material, spare parts, components, equipment and accessories necessary for the works shall be supplied and installed by the Service Provider and included in the cost.

The rates and services supplied under this contract shall include compliance with the Health and Safety Specification as well as the requirements of the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations, 2014. Provision of and adherence to a Health and Safety Plan. Liaison, co-ordination and chairing of meetings in respect of Health and Safety requirements. Any other Health and Safety expenses incurred in complying with the requirements of the Contract.

All electrical equipment is to be suitably rated for application, in this environment typically flame and spark proof to Class 1 Division 1. All mechanical and electrical equipment is to be inspected and approved by the Employers Agent prior to use. No smoking anywhere on site except in designated smoking areas.

Compliance with the Environmental Management Specification in the Scope of Work and
Environmental Management expenses incurred in complying with the requirements of the Contract. Compliance with the Waste Classification and Management Regulations shall be adhered to.

1.3.6 Treatment of existing services/utilities

The service provider shall familiarise himself with all existing services and liaise with all relevant authorities for the location and detection of existing services/utilities. The Service Provider shall also use all necessary means to locate and expose services/utilities without damage to such services/utilities, should it be necessary.

1.3.7 Damage to services/utilities

The service provider shall ensure that his employees do not interfere with, or cause damage to any existing services/utilities that may or may not hinder the operation of the Works/Plant and he shall instruct them to refrain from entering areas where they are not required to carry out any work related to the contract.

1.3.8 Reinstatement of services/utilities and structure damaged during execution of the works

The service provider shall be responsible for the reinstatement of all services/utilities damaged as a result of his activities while on site. All reinstatement and repair costs shall be fully borne by the service provider no claims against the City of Cape Town will be entertained.

1.3.9 Utilities and facilities provided by the employer

1.3.9.1 Water Supply

It is not expected that the Service Provider would need to obtain his own connection points from the Municipality's Water Supply for the execution of this Works as most sites will have connection points available.

Where water connection point is available these points will be allocated by the CCT with detail of: location, water quality, approximate pressure, source.

Western Cape government and CCT, during the drought, issued by-laws restricting the use of potable water. These regulations need to be adhered to.

The Service Provider shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

The City of Cape Town accepts no responsibility for the shortage of water due to any cause whatsoever, nor additional costs incurred by the Service Provider as a result of such shortage where municipal water is available. No direct payment will be made for any costs incurred neither for the provision of a water supply point nor for the cost of water drawn.

1.3.9.2 Power Supply

The Service Provider may use the City of Cape Town's existing electricity supply and shall not be charged for reasonable use for the execution of tasks that fall under this Contract.

Where available the Electricity connection point, phase, source, will be allocated by the CCT.

The City of Cape Town accepts no responsibility for the availability, quality of supply, or lack of electricity. Where needed mobile generators will be supplied by the service provider.

1.3.9.3 Laydown and Storage Area on site

It is not expected that the Service Provider needs or requires storage areas under this Contract on site. However, if storage areas are required, these areas will be provided on the various sites and shall be indicated to the Service Provider on an ad hoc basis.

The Service Provider shall confine his storage of materials to the areas designated. On completion of the Works, the surface of the areas utilised shall be re-instated.

The Service Provider shall continuously clear up and make good when any service or facility is no longer required. He shall leave the employer's facilities in the condition they were before the Service Provider first made use of them.

The Service Provider shall continuously clear and dispose of waste and surplus materials to maintain the site in a tidy state.

1.3.9.4 Sanitary Facilities

The Service Provider may utilise existing sanitary facilities on the Site. The Service Provider shall ensure his personnel maintain these facilities in a good condition and shall always adhere to acceptable hygienic standards.

The Employer shall reserve the right to revoke access to these facilities for the Service Provider's personnel should they fail to adhere to acceptable hygienic standards. Should access to sanitary facilities be revoked, the Service Provider shall supply temporary or make alternate arrangements for sanitary use by his workmen.

1.3.9.5 Lifting devices on site

Where gantries and overhead crawl beams are available the service provider may make use of these facilities adhering to the Safe Loading Limitations and safe lifting practices as stipulated by the OHSAct.

1.3.10 Facilities / services provided by the Service Provider

1.3.10.1 Site Office

No Site offices will be required under this Contract.

1.3.10.2 Pump Inspections

Before any disassembly actions, fuel pumps must be monitored correctly and accurately according to the design duty and operating parameters by competent personnel. The parameters shall be monitored to understand how a pump is performing; suction pressure, discharge pressure, flow, pump speed, pump efficiency and power.

A quality control example standard form template has been provided at the end of the these technical specifications under heading 1.11.2 – Fuel Pump Quality Control Inspections.

The following shall be inspected during a site visit and recorded:

- Check the pump operating power.
- Check the pump capacity.
- Check the pump operating pressure.
- Check for unusual noise, vibration, and bearing temperatures.
- Check bearing lubrication and condition.
- Check the pump and piping for leaks.
- Check the shaft alignment,
- Ensure that there are no seal leaks
- Check that the foundation and the hold-down bolts are tight.

Before re-assembly all components shall be adequately lubricated according to the Original Equipment Manufacturer's specification. This includes:

- Pump end and drive end bearings;
- Seal Lubrication; and
- Driver lubrication

1.3.10.3 Transport

The Service Provider shall be responsible for supplying his own transport on- and off-site for employees and equipment for the duration of the works packages.

Pumps shall be assembled as complete as possible before removal from site. Stripped equipment shall be re-assembled as far as possible. Pumps may have been stripped to assess damage. Loose components e.g. keys, shall be tied or taped to the equipment to prevent loss. Equipment shall be properly marked and tagged with the appropriate address and functional location it has been removed from.

Equipment shall be placed on a pallet or dunnage and securely strapped down. Suitable shock absorbing material shall be used between the module and the pallet/dunnage, e.g. rubber mountings, conveyor belting, or rubber sheeting.

The Service Provider shall provide transport that is capable of handling the equipment safely, is roadworthy and has an up to date service record. Proof shall be submitted to City of Cape Town on request.

The Service Provider shall provide up to date inspection log sheets for cranes, slings, tie down straps and all other lifting equipment as required by the OHS Act of 1993.

Notwithstanding the above the Service Provider shall submit a safety management plan or policy governing maintenance of equipment and facilities.

Pumps, Motors and other equipment shall be tied down to prevent any movement or toppling over during transport.

Damage to equipment during transport shall be for the account of the Service Provider.

Equipment that is returned shall be suitably protected against the elements. Protection like plastic shrink wrap is acceptable.

1.3.10.4 Bolts / Nuts / Gaskets

Existing undamaged Bolts and Nuts will be re-used provided it is still in a good state. Where Bolts and nuts need to be replaced the replacement will be supplied by the service provider.

All gaskets, part of the works package, need to be replaced and is included in the cost structure provided by the service provider. Klinger or similar quality gaskets will be used.

The condition assessment and replacement of Bolts, Nuts, Washers and Gaskets will be agreed by the Employer's Representative before new components can be installed.

1.3.10.5 Site Lifting Equipment

The service provider will ensure that sufficient lifting equipment is available to perform the works should there be no such equipment available for use on site.

1.3.11 Delivery Period and Times

All scheduled supply, delivery, service, repair and maintenance work must be completed in an agreed time frame and within normal working hours. Overtime and after-hours work shall only be considered if instructed by the Employer's Agent.

1.3.12 Management of Redundant Equipment

All replaced parts and components will be returned to the CCT site where it originates from.

The Service Provider shall keep a record of all scrap generated by the replacement of parts. This record shall refer to the serial number it is generated from.

Scrap shall be stored separately and shall be delivered to site indicated by the Employer's Representative. The relevant CCT Loss Control section will advise on how the scrapped assets will be disposed of.

Any pump or equipment deemed as uneconomical to repair will be assembled and returned to the site from which it was collected.

1.3.13 Advertising Rights

All notices, signs and barricades, as well as advertisements, may be used only if approved by the City of Cape Town. The Service Provider shall be responsible for their supply, erection, maintenance and ultimate removal.

1.3.14 Site Access Control

Sites vary in terms of access control, between large operating plants and isolated standalone facilities. The Service Provider shall adhere to the site specific safety and security procedures and protocols. The site shall be managed and used for its intended purpose. The service provider shall comply with access control measures as enforced by the various site security agents.

1.3.15 Site Establishment

It is not anticipated that formal site establishment will be required under this Contract.

1.3.16 Alterations, Additions, Extensions and Modifications to Existing Works

No alterations, additions, extension and modifications to existing works will be required under this Contract, unless specifically instructed so by the City of Cape Town.

1.3.17 Design

No design will be required under this contract. The works will be serviced, repaired, maintained, refurbished to the original design intend as stipulated by the system design and the Original Equipment Manufacturer.

Deviation from original parts may only be done on written approval of the Employer's Agent and proof of compliance to design and quality requirements may be requested.

1.4 MEASUREMENT AND PAYMENT

1.4.1 Rates

Unit Rates: (Each or Number (no), per kg, per litre, per hour and per day).

- All administrative expenses.
- All supervision fees.
- Tools, equipment and auxiliary equipment.

- Miscellaneous items such as bolts, nuts, lubrications, etc.
- Safety equipment.
- All tariffs, levies, taxes payable by the Service Provider.
- All expenses to restore the site/workplace to its original condition.
- All equipment needed to comply with the Regulations of the Occupational Health and Safety Act and the By-Laws of the CCT.
- Payment in terms of Royalties and Patent Rights (if required).

In the event of any dispute arising from whether such pricing is market related or not, three quotations will be called by CoCT for the same material from three different suppliers and the cheapest of the three will be accepted by the contractor and CoCT as the market related value.

1.4.2 Mobile Plant, Tools and Equipment Charges **Unit: hour (hr)**

Plant and equipment are the tools required to complete the works. Plant and equipment can typically include: mobile crane, lighting, generator, air compressor etc

The unit of measurement shall be an hourly rate to establish, operate and de-establish mobile plant, tools and equipment required for the Works. All equipment used and claimed for must clearly be stated in the Works Package and Works Programme.

The rate shall include charges for overheads, fuel, maintenance, charges and profit. The requirements for rigging and lifting equipment shall be the responsibility of the Service Provider. The rates shall include full compensation for all costs related to travelling, inspecting and assessing the site.

The rates for plant shall, in addition, cover the cost of insurances, hiring where required, consumable stores, operating fuel and maintenance.

1.4.3 Transport Charges **Unit: kilometre (km)**

The unit of measurement shall be a kilometre rate for the transport and delivery of materials, equipment, mobile plant and labour to site and workshop as ordered by the Employer's Agent.

The rate shall include charges for overheads, fuel, driver, delivery, loading, offloading, maintenance of vehicle, and profit.

1.4.4 Labour charges **Unit: hour (hr)**

The unit of measurement shall be an hourly rate to supply the required labour as specified by the employer's agent. Normal rates include all labour required.

The unit rates for labour and plant, or the percentage allowances for addition to the net cost of labour and materials shall cover overhead charges and profit, site supervision and site staff, insurances, holidays with pay, and use and maintenance of tools and equipment. The rates or allowances shall also cover travelling allowances or travelling costs, lodging allowances and any other emoluments and allowances payable to the workmen.

Rates include all incidental costs, equipment, hand tools, power tools and safety equipment.

Separate items will be listed in the Bill of Rates for different labour types and working hours.

1.4.5 Supply of spares **Unit: %**

As stipulated by the applicable Original Equipment Manufacturer.

The tendered rate shall include full compensation for procuring and handling as well as all royalties, patent rights, guarantees as supplied by the OEM.

Items need to be clearly indicated with reasoning why the part is required on an inspection report.

A detailed itemised list indicating the Brand / OEM where the individual parts were purchased with part numbers and price.

In the event of any dispute arising from whether OEM pricing is market related or not, three quotations will be called for by CCT for the same part or spare from three different suppliers.

1.4.6 Signage & Consumables & Sundries **Unit: No**

The unit of measurement shall the number of units supplied.

1.5 MANAGEMENT

1.5.1 Identification Services Required

The Service Provider shall be notified by the Employer's Representative if any services are required.

The Employers Agent will inform the service provider of any part or spares requirements to be delivered to the municipal depots or to the sites or of specific fuel tanks and fuel pumps that need to be serviced, repaired and maintained.

Due to the uncertainty and fluctuation of the Municipality's requirements, no indication can be given as to the quantities of the above-mentioned items which will be required under this contract. The Service Provider will therefore be required to supply the requirements in such quantities as may be required by the Municipality from time to time. When supplies are required, the CCT will endeavour to place orders on an as- and- when- required basis, as far in advance as possible.

1.5.2 Works not to Interfere

The various operations that make up the Works will be operational throughout the Contract.

The Service Provider shall ensure that the Works do not affect operations without good reason and that there is access at all times.

The Service Provider may be required to supply temporary fuel pumps from time to time to ensure the plant is not hindered in any way, an applicable rental rate is to be provided as part of the price schedule.

1.5.3 Overtime work on Site

Overtime on site will only be allowed if exclusively requested or approved by the Employer's Agent. A written request with supporting evidence is required if the Supplier requests overtime work. Overtime work will only commence after the approval is received from the Employer's Representative. Normal working hours on site is generally from 8:00 to 17:00 on weekdays.

1.5.4 Sequence of the Works

The Service Provider shall be responsible for determining the sequence of the tasks per works package, and shall be captured in a works package program / schedule with detailed tasks and durations which shall be subject to the approval of the Employer's Agent.

1.5.5 Competent Personnel

Only competent personnel that have been adequately trained by the Service Provider shall execute all the required work.

1.5.6 Communication

The Service Provider shall ensure that he is accessible by telephone, email and a cellular telephone connection to ensure that he can be reached during normal working hours. Services may be required in an emergency outside of normal working hours therefore an Emergency contact number will need to be made available.

The specific works package initiated by the CCT will list the specific CCT contact details of relevant operating and maintenance personnel at the various installations.

Should CCT or operating and maintenance personnel determine or suspect that preventative, corrective or breakdown maintenance is required, a call shall be logged through the Employers agent to reach the Service Provider as soon as possible.

1.5.7 Works Scheduling and Approval

The Service Provider shall visit the site and submit a detailed works programme to CCT seven (7) days or earlier prior to work commencing on site, unless stipulated as an emergency whereby submission is required as the emergency require.

The schedule of works / programme shall clearly indicate the detail and nature of work to be completed, which section of the works will be effected, a detailed schedule clearly indicating the duration of work (kick-off date to date of commissioning).

Only once the works schedule / programme has been approved by the City of Cape Town will the Service Provider be allowed to proceed with the Works.

The Works execution Programme to be submitted to the Employer, by the Service Provider shall;

a) List the detailed tasks and duration of each task;

b) List the plant, tools and equipment that will be used;

c) Clearly identify all the major maintenance activities that may have a significant impact on the day to day operations of the site;

d) Clearly indicate hold point inspections required by the employer either on site or within the service providers workshop

e) Indicate submission of required documentation;

f) Take full cognizance of all the Service Provider's risks and obligations in terms of the Contract.

1.5.8 Inspection Reports

An electronic inspection form must be completed and send via email or memory-stick / flashdrive to the employer's agent including all required test reports and photos after every service, refurbishment, reconditioning or repair. Quality Control Inspection / Reporting Templates have been included at the end of these tehcncial specifications under Section 5.11.

The inspection form will indicate clearly the site details, fuel tank material, lining, age, condition, pump make and model as well as detail the work that was or needs to be carried out, photograph of the equipment nametags, photograph of the works being carried out or disassembled or defects on site, indication of defects that requires replacement of the parts.

1.5.9 Acceptance Of Equipment And Material

1.5.9.1 Approval of Parts and Equipment

Parts will be accepted based on receipt of the Original Equipment Manufacturer and proof of replacement of the original parts. Replaced parts will be inspected by the agent of the City before equipment is fully re-assembled.

The equipment and material will be accepted at the place of delivery and/or installation based on compliance with inspection reports.

Rejected items will be held at the risk and expense of the Service Provider, who before such items are replaced, will pay full railage, shipage or airfreight from the place of delivery to the place rejected; also handling charges, storage and customs duty, if any. Rejected items will, if required, be replaced by the Service Provider/Seller immediately on receipt of notification of the rejection.

1.5.9.2 Uniformity

All items of the same type of equipment shall where possible be of the same make and type throughout the installation to ensure performance, quality, interchange ability and uniformity. Parts and pieces of equipment belonging logically together shall be from the same supplier.

1.5.9.3 Workshop Tests

The Employer's Agent shall, at his discretion, call for workshop tests and to witness such tests on selected pumps.

1.5.9.4 Site Testing and Test Certificates

The Contractor must carry out tests in accordance with the requirements of the recognised standards. Site tests will be done according the relevant quality procedures and inspection reports see 1.5.8 Inspection Reports.

1.5.9.5 Additional Tests

Additional tests of the manufactures equipment, material or works, on site or elsewhere, as in the opinion of the Employer's Representative are deemed necessary to determine that the contract works comply with the conditions of this specification, whether under test conditions or in normal service, may be called for and the Contractor must bear the costs of all tests carried out if it was determined that the equipment, material or works do not comply with the specification. The time and date of any test(s) that the Employer's Representative or Authorised Person will witness, must be mutually agreed upon.

1.5.10 Permits

The Service Provider shall be responsible for obtaining all necessary permits and wayleaves where required.

No special import permit will be issued and Service Providers are required to supply either goods of South African manufacture or goods imported under their normal quotas, if the service provider is requested to supply the material.

1.5.11 Handing Over Procedure

Before presenting the works for handover, the Service Provider must hand over the following:

- Proof of work done and parts replaced.
- All test certificates.
- Any other information as required by the CCT commissioning, quality control procedures.
- Commissioning report.

The Service Provider will conduct an inspection to satisfy himself that the work has been completed to the requirements of the Specification and that the Workmanship complies with the expected standard. Only after electrical, mechanical tests and all other required tests have been conducted and test reports issued can the works be handed over to the CCT. Before final hand over the CCT may also carry out their own quality control tests and inspections checks and any concerns and issues will be reverted back to the Service Provider for rectification.

1.5.12 Provision of Consumables

All consumables and lubrications used shall be suitable for application as per the service requirements of the Original Manufacturers specifications as detailed in the pump's service manual. Deviation from this will only be allowed if approved in writing by the Employers Agent.

1.5.13 Guarantees on Work

All workmanship, materials, parts fitted and components used for replacements shall be guaranteed for a minimum of twelve (12) months.

For a period of twelve (12) months after the works package have been taken over the Service Provider must be responsible for any defects that may develop, under the conditions provided for in the Contract and under proper use, make good with all possible speed at his/her own expense any defects arising from faulty workmanship on his/her part, or personnel in his/her employment, or sub-Service Providers and their employees part, the cost of any additional material or equipment required to make good the work will also be his/her responsibility.

Should the Service Provider fail to make good any defect in compliance with the aforementioned paragraph, the CCT may do so or employ any other person/company to do so and all expenses consequently thereon must be paid by the Service Provider to the CCT.

1.5.14 Insurance:

The Service Provider must ensure that he/she is adequately insured against any loss or damage to CCT equipment while in possession or the handling thereof.

1.5.15 Default Of Service Provider

If it appears to the COCT on a certificate of the Employer's Representative that the Service Provider: -

- Has not commenced the work timeously: or
- Has not made due progress with the work or exercised due diligence in its execution or maintained it satisfactorily;

or

- Has not completed the work timeously; or
- Has not executed the work in accordance with this agreement; or
- Has failed to comply with any other provision of this Agreement; or
- Has abandoned the contract,

Issue written warnings to the Service Provider regarding his/her non-compliance to the bid specifications. After three (3) written warning notices for non-compliance with the prescribed bid specifications, the Service Provider may be deemed to be in breach of Contract, and the appointment may be terminated.

1.6 STANDARDS & SPECIFICATIONS

It shall be the responsibility of the Service Provider to obtain the most recent copies of the relevant editions of the Standards and Specification documents referred to in this document, particular reference is made to the City of Cape Town's "Standard Specifications for Mechanical Works – Water and Sanitation".

The Service Provider shall also obtain copies of these Standards in order to complete the works, which are available from the South African Bureau of Standards.

All fuel tanks, fuel pumps and spares supplied must conform to the following relevant specifications unless otherwise indicated by the Employer's Agent.

- the appropriate South African Standard Specifications (SANS) or British Standard Specifications (BS) and any amendments thereto
- Standards and Specifications as stipulated by the Original Equipment Manufacturer.

All parts and equipment incorporated in the Works shall be sound and undamaged. The following regulations and standards apply:

- Occupational Health & Safety Act No. 85 OF 1993, and Regulations
- National Environmental Management Waste Act (NEMWA) 59 of 2008
- Environmental Conservation Act 73 of 1989, and Regulations
- Construction Regulations 2014

Where a SANS Standard does not exist or if not applicable, the relevant IEC or BS Standard shall be applicable:

- SANS 10142 -The Code of Practice for Wiring of premises
- SANS 1830 (2006): Flexible piping for underground use at service stations and consumer installations;
- SANS 310: Storage tank facilities for hazardous chemicals – Above ground storage tank facilities for flammable, combustible and non-flammable chemicals

- SANS 1535 (2007): Glass-reinforced polyester-coated steel tanks for the underground storage of hydrocarbons and oxygenated solvents and intended for burial horizontally; and
- SABS 0158: Glossary of terms for quality assurance and quality control
- SABS Code of Practice 064: The preparation of steel surfaces for coating
- SABS Test Method 772: Profile of blast cleaned surfaces for painting (determined by a micrometer profile gauge)
- SABS Test Method 769: Cleanliness of blast cleaned surfaces for painting (assessed by freedom from dust and debris)
- SABS Test Method 141: Dry film thickness of paint coatings by means of electro-magnetic flux or eddy current type gauges
- SABS 1217: Standard specification for the production of painted and powder coated steel pipes.
- ISO 8501-1: Preparation of steel substrates before application of paints and related products - Visual assessment of surface cleanliness

SANS 10131:2004 -> Above-ground storage tanks for Petroleum Products
"Covers the above-ground storage and handling of petroleum products at consumer installations with a total storage capacity not exceeding 200 000 litres. Specifies the design, manufacture and construction of above-ground storage tanks not exceeding a capacity of 85 000 litres"

SANS 10089-1:2008 - The Petroleum Industry, Part 1: Storage and distribution of petroleum products in above-ground bulk installations
"This part of SANS 10089 covers the layout and design of petroleum bulk depots, and the installation of equipment of the types normally used for the handling, storage and distribution of petroleum products and their derivatives, other than equipment that is used for storage and dispensing on consumer premises (including service stations) and for which relevant standards exist"

SANS 10089-2:2017 - The petroleum industry Part 2: Electrical and other installations in the distribution and marketing sector
"This part of SANS 10089 covers the recommended safe practices in the design, construction, installation and maintenance of electrical, earthing and bonding systems intended to be used in flammable and combustible liquid storage, pumping, distribution and marketing facilities. It is not intended that this standard should apply to refineries or exploration facilities, unless any of these installations are similar to facilities listed above."

SANS 10089-3:2010 - The petroleum industry Part 3: The installation, modification, and decommissioning of underground storage tanks, pumps/dispensers and pipework at service stations and consumer installations.
"This part of SANS 10089 covers provisions for the installation of underground storage tanks of individual capacity not exceeding 85 000 m3, pumps/dispensers and pipework at service stations and consumer installations."

SANS 10108:2023 - The classification of hazardous locations and the selection of equipment for use in such locations.
"This standard covers the classification of surface and underground locations in which fires or explosions can occur owing to the presence of flammable gases, vapours or mists, dusts, fibres or flyings in the air, in order to permit the proper selection of electrical equipment and mechanical equipment, such as compression-ignition engines (diesel engines), to be used in such locations. The classification is based on the type of substance liable to cause a fire or an explosion, and on the frequency or probability of the occurrence of explosive conditions."

SANS 10400 - The application of the National Building Regulations

1.6.5 Manufacturers' Specifications, Codes of Practice and Installation Instructions

All equipment and materials shall be installed, serviced and repaired strictly in accordance with the Original Equipment Manufacturer (OEM) specifications, instructions and codes of practice.

1.6.6 Quality Management

The service provider will indicate their in-house quality control procedures that are followed. The accreditation of the service provider's quality procedure by an accredited quality control agency will be an advantage. The painting/coating contractor shall provide evidence of his competence to apply the specified materials in the specified manner and to

apply the necessary Quality Control procedures. The Engineer, at his discretion, may demand a Quality Audit of the Service Provider's facilities by a technically competent and independent organization. The audit shall be carried out at the Service Provider's cost.

The Service Provider shall provide a Quality Plan to show the stages at which Quality Control will be carried out. The Quality Plan is subject to approval by the Engineer, who may require it to be revised if considered inadequate. The cost of revision shall be borne by the Service Provider.

The Engineer will require a Program of Work so that Quality Surveillance inspection can be planned and executed at the appropriate time according to the Service Provider's program.

1.7 MAINTENANCE OF FUEL DISPENSERS AND TANKS

The service provider undertakes to carry out the servicing, repairs, maintenance, testing and calibration of various fuel dispensers, tanks, pumps and associated equipment as per the list of sites provided above.

The service provider undertakes to verify, at least once every 18 months, the calibration of the fuel dispensers and make the necessary adjustments / proposals required. (Various sites may indicate alternative schedule intervals / ad hoc follow repairs)

DEFINITION OF MAINTENANCE

Typical fuel dispenser brands installed at various sites include but not limited to:
- Wayne
- Gilbarco
- Prowalco
- Tokheim

The works to be carried out by the service provider on the fuel dispensers shall align with SABS 1020 requirements along with the follow:

Preventive Maintenance:

This involves a series of checks made to ensure the smooth running of the fuel dispenser system in accordance with an approved O&M maintenance plan.

These checks shall include:

- The accuracy of the volume totalizer.
- The state of hoses, and nozzles.
- The pumps, the meters and air separator, gauging and correction of the flow rate if necessary.

System maintenance:
- Cleaning: changing of filters
- Motor: greasing the motor, checking cable glands
- Miscellaneous: tightening of clamping rings and bolts, and examining the state and tightness of 'V' belts
- The seals: Checking and remedying the integrity of the seals

Volume / price counter (mechanical counter):
- Greasing of the reset mechanism
- Check & rectify: volume against unit price
- Check & rectify the alignment of zeroes
- Check & rectify of the similarity of both dispenser faces.

Volume / price counter (electronic counter):
- Check & rectify for good general running
- Check & rectify product and volume
- Check & rectify the similarity of reading on both sides of dispenser
- Check & rectify the figures display tubes
- Check & rectify the state of the battery

Body:

- Check & rectify interior of pumps for signs of leakage
- Check & rectify moving parts and grease them
- General clean-up of glasses, dials, lighting system, panels.

Electronic equipment (if present):

- Check & rectify the electricity supplies and logical circuit relays
- Check & rectify the connection boxes for integrity of connections
- Check & rectify pulser unit for accuracy of dual phase pulsers
- Check & rectify the cable-glands.

The works to be carried out by the service provider on the fuel tanks shall align with SANS 10131 and SANS 10089 as applicable along with the follow:

Tanks:

- Check & rectify for water and fuel in tank manholes
- Check & rectify the leak detector if applicable
- Check & rectify the tester of filling limiter if applicable
- Check for water in tanks and remove
- Check & rectify the positioning of fill pipes & dust caps for water tightness
- Check recording of the fuel quantity in the tank.

Flow rate check

Any repair of a volume / price counter, a meter or a pump will automatically be followed by a calibration check. During each preventive maintenance visit, that is to say twice a year, every pump will be recalibrated.

All tests to be witnessed and verified by the applicable employer's agent.

Reports

A report will follow each type of maintenance. The name of the Employers agent or the relevant witness attending will feature on this report.

GENERAL CONDITIONS OF MAINTENANCE

The following obligations fall under this contract:

The fuel dispenser:

- Repair/ replacement of every defective part of the dispenser
- Repair/ replacement of electronic CPU / dispenser head boards
- Electrical and mechanical repairs within any fuel pump housing including submersible pumps and circuit breakers
- The reconditioning or re-building of faulty components
- Panel change-over
- Replacement of worn out hoses/nozzles
- Replacement of operating handles
- Annual safety checks on submersible pump leak detectors, logging each such safety check in a database and reporting tests to contract administrator.
- Site accident repairs including any make safe measures and completion of accident damage reports.
- Maintenance of the body in twice yearly preventive maintenance
- Suction line pressure test
- Repair of leaking suction lines, including check valves
- Replacement of electrical accessories on the fuel dispenser system

The fuel storage tank:

- Tank pneumatic pressure testing
- Cleaning and grinding (if necessary) of tank check valves.
- Checking cleanliness of tank manhole.
- Checking that vents are free of dirt.

Quotations for Parts

In cases where repairs cannot be effective on the spot by labour resources alone, the service provide will provide quotations to the employer's agent containing both the original equipment manufacturers parts alone with alternative generic part options available.

1.8 PNEUMATIC PRESSURE TESTING OF STORAGE TANKS

Scope

This following procedure shall apply to pneumatic testing and stipulates the minimum requirements to ensure the prescribed tests are conducted to the mandatory requirements, namely SANS 10131:2004 and ASME VIII Div. 1.

Responsibilities

The service provider works foreman shall be the responsible for the preparation of the unit for pneumatic testing. This will include the supporting, blanking off, fitting of gauges, and filling the unit with air pressure. He/she will also give appropriate notification of the test to the employer's agent witnessing and ensure all site applicable requirements are met.

The service provider quality control inspector shall be responsible to ensure that the inspections and tests are performed and accepted, the unit is adequately supported, all the required documentation and certificates are available. He will further ensure that the test is done under his direct supervision and in accordance with the required code and contractual requirements.

Pressure Gauges

- Only gauges calibrated every year by an SANAS Accredited Laboratory shall be used to verify the pressure monitoring by mercury manometer. Valid Calibration Certificates must be available at the time of test and must form part of the data package.

- The gauges selected shall be in a range of 1.5 to 4 times the test pressure and shall be mounted on the highest point of the unit to be tested.

Preparation for Pressure Testing

The unit shall only be prepared for pneumatic pressure testing after:

- Acceptance of the visual and dimensional Inspection
- Acceptance that all non-destructive evaluation is done and accepted

On proof of this acceptance, a release for pressure testing will be issued to production.

The unit shall be positioned in such a manner so as to ensure that all areas to be examined are easily accessible – normally, horizontal and on supporting saddles.

The unit shall be blanked off by the using:

- Blanking-off flanges of at least an equal pressure rating to the nozzle or opening being blanked.
- Same gaskets as specified on the drawing
- Full bolting to close openings, except that stainless steel bolting shall not be used.

Where practically possible, the vent point of the unit subject to test shall be closed by suitable means to ensure that no loss of pressure can occur.

The unit shall be filled with air from a separate point than the gauge point, to facilitate constant pressure monitoring.

General Test

After connection of the pneumatic supply and gauge, the unit shall be subjected to the pressure required per code. (Drawing / Design calculation requirements). The specific test pressures for the referenced contract shall be as stated on the drawing / name plate.

A. All welded joints shall be subjected to the specified pressure at least once. The test pressure shall be maintained for at least the duration of the test or until the quality control inspector and employer's agent is satisfied there are no leaks or other apparent defects. All weld joints are brushed with a soap and water solution of suitable volume to detect bubbles, which will signify defects / leaks.
B. Any defects found are identified and upon test completion, the vessel is de pressurized at a controlled rate, where after the defects are repaired.
C. The vessel is then once again pressurized in the prescribed manner and rechecked for compliance.
D. After the employer's agent approval, the vent cocks shall be opened to reduce pressure at a controlled rate, similar to the rate that the unit was pressurized in the presence of the employer.

Test Sequence of Vessel Pressure Test

The complete vessel will be tested as a complete unit.

Documentation

The following reports will be completed at the time of testing and endorsed by the third party inspection authority and client:

- Pneumatic Pressure Test Report
- Pressure Gauge Calibration Certificates

The reports shall be of a quality suitable to produce clear and legible copies, and will form part of the data book.

Pressure Test Detail and Sequence

1. Vessel Position
2. Horizontal
3. Fit Pressure Gauges
4. Highest Nozzle
5. Connect Pump to Lowest

Pressurise Sequence

1.	Pressurise to (P1) (not more than 2/3 of Test Pressure (TP))	<2/3 of TP
2.	Wait for (T1)	10 minutes
3.	Pressurise to Test Pressure (TP)	45 kPa
4.	Hold Pressure for	1 hour
5.	Drop Pressure for Inspection (not less than 2/3 of TP)	
6.	Perform inspection	
7.	Drain completely	

Minimum metal temperature to be 16 degrees Celsius or more

Minimum water temperature > 5 degrees Celsius

1.9 SANS 10131:2004, SUMMARY OF IMPORTANT ASPECTS

10. Selection and installation of electrical equipment shall comply with the following:

A. The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);
B. SANS 10089-2;
C. SANS 10108; and d) SANS 10142-1

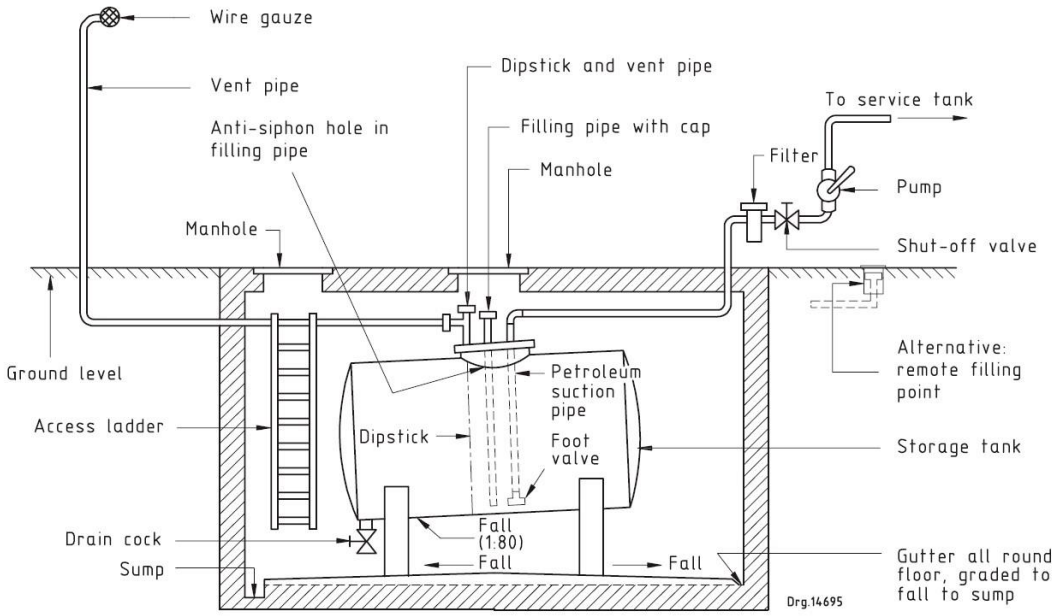


Figure 2: Typical tank installation in a chamber

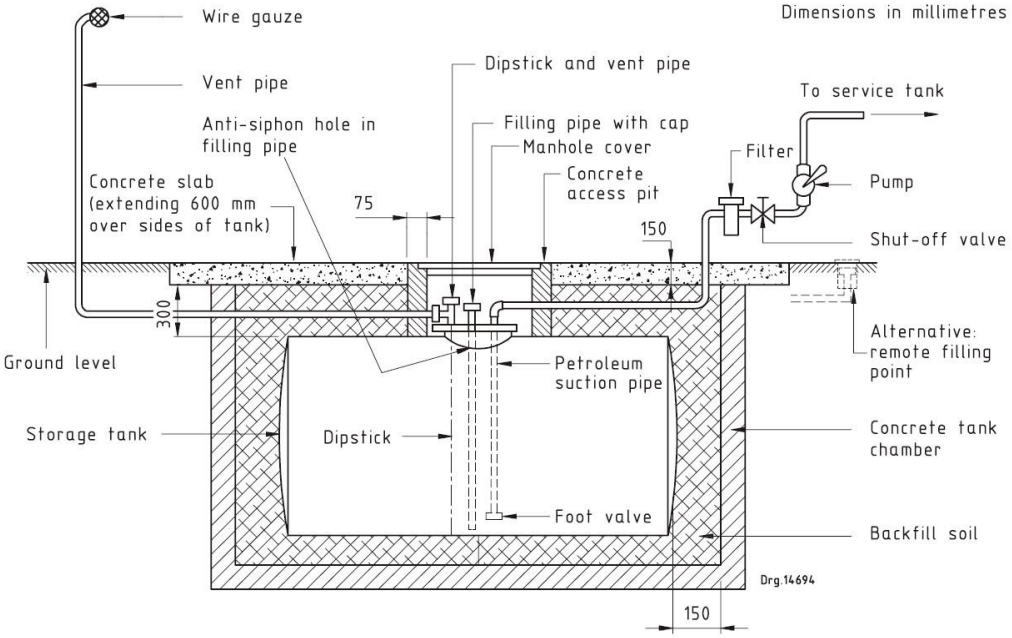


Figure 3: Typical tank installation in a sand-filled chamber

Figures 4 below: A guide for the safe erection of a BTF tank on a low stand:

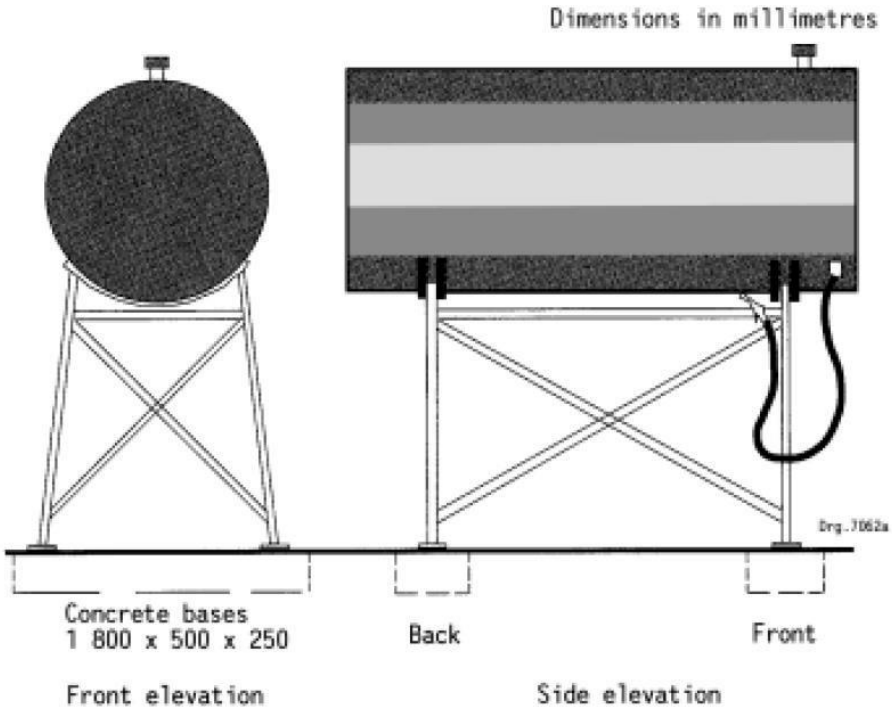


Figure 4(a) - Above ground tank - Front and side elevations

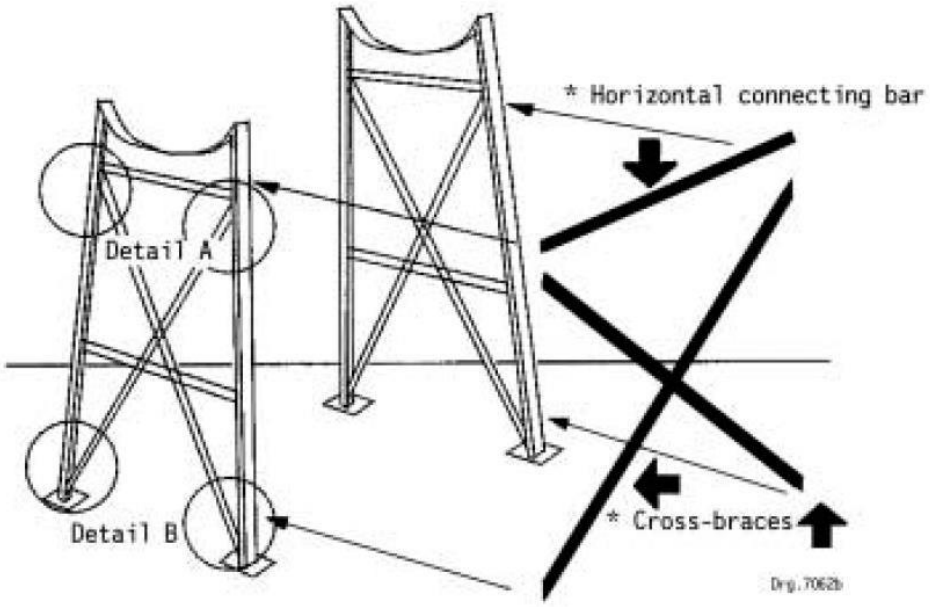


Illustration 1

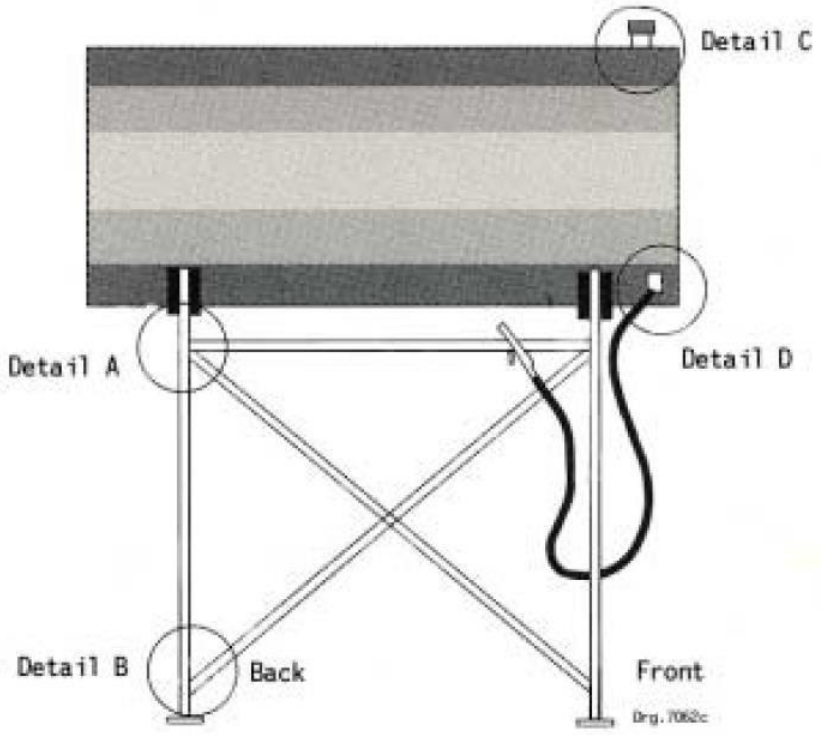


Illustration 2

Figure 4(b): Side elevation, details A, B, C and D

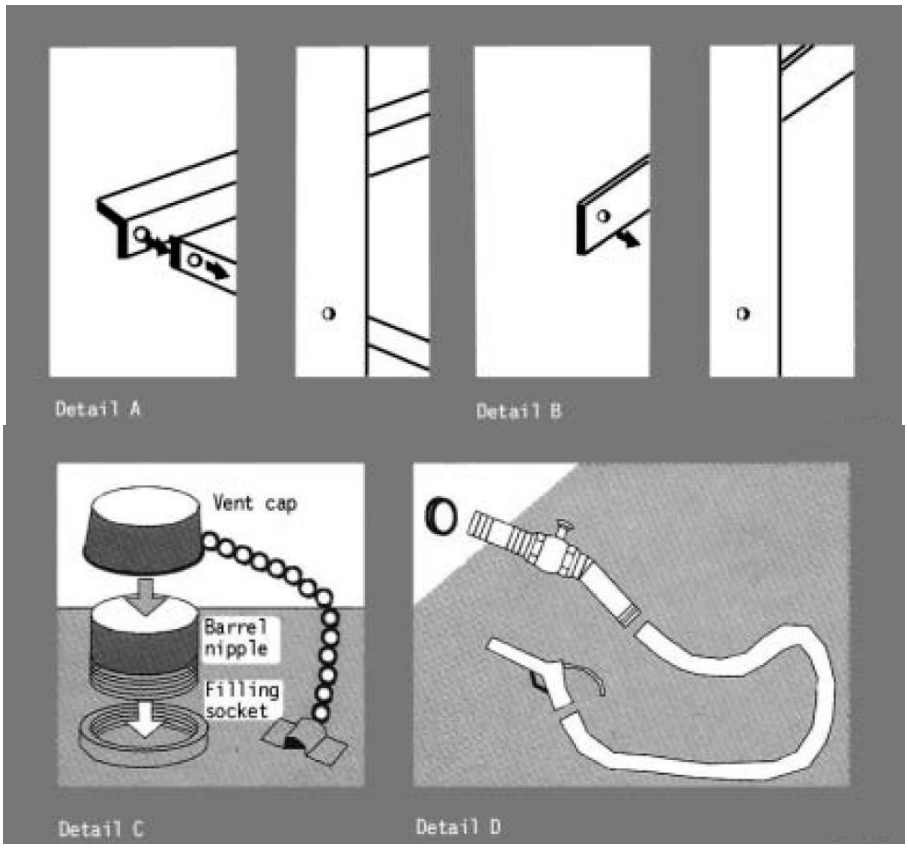


Figure 4(c) – Details A, B, C and D illustrated

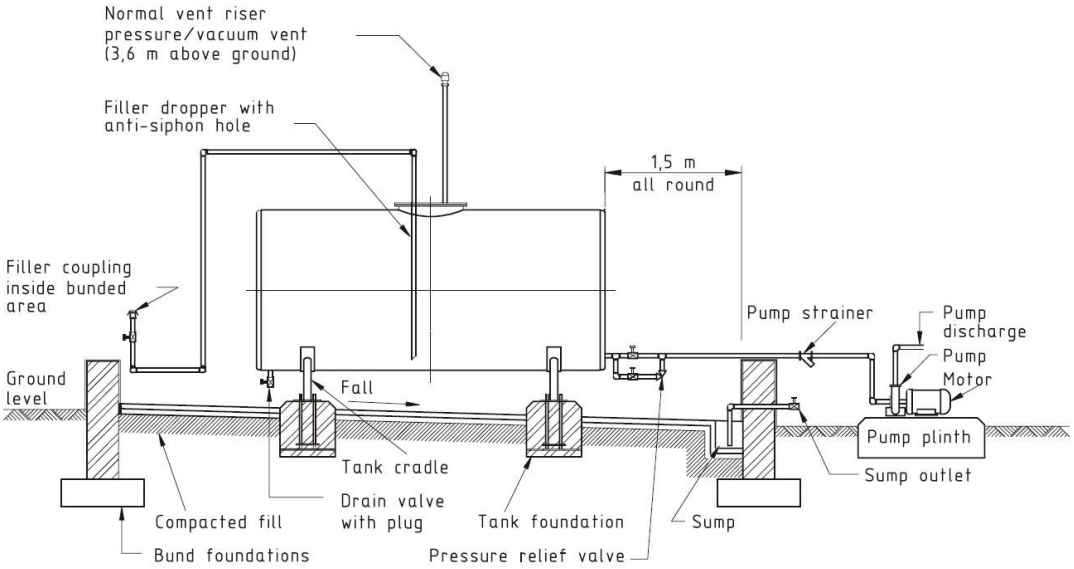
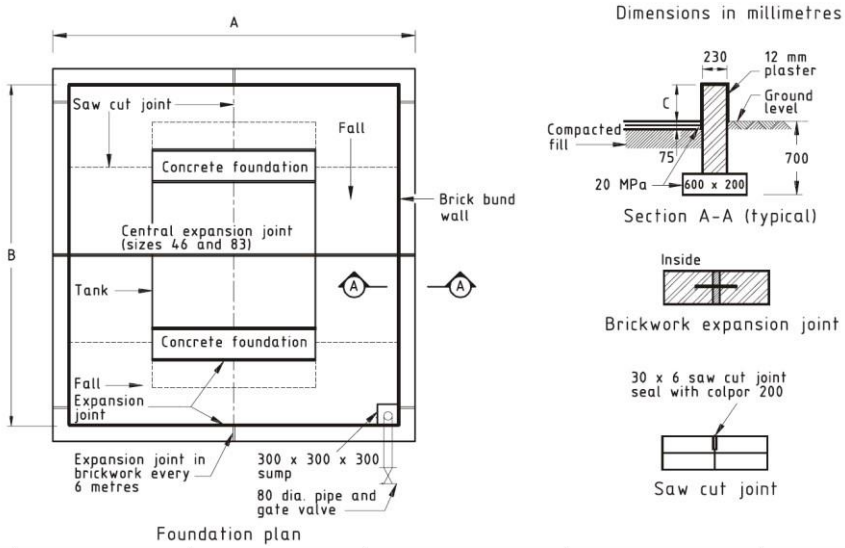


Figure 7: Typical horizontal cylindrical storage tank with bund wall for above-ground storage



1	2	3	4	5	6
Tank size m^3	**Tank length** m	**Tank diameter** m	**Bund width A** m	**Bund length B** m	**Wall height C** m
4,5	1,87	1,870	4,654	4,870	0,35
9,0	3,68	1,870	4,654	6,680	0,35
14,0	5,40	1,870	4,654	8,400	0,40
23,0	5,40	2,325	5,655	8,400	0,55
46,0	7,20	2,870	6,854	10,500	0,70
56,0	8,66	2,870	6,854	11,660	0,78
83,0	13,60	2,870	6,854	16,900	0,80

Figure 12: Bund construction

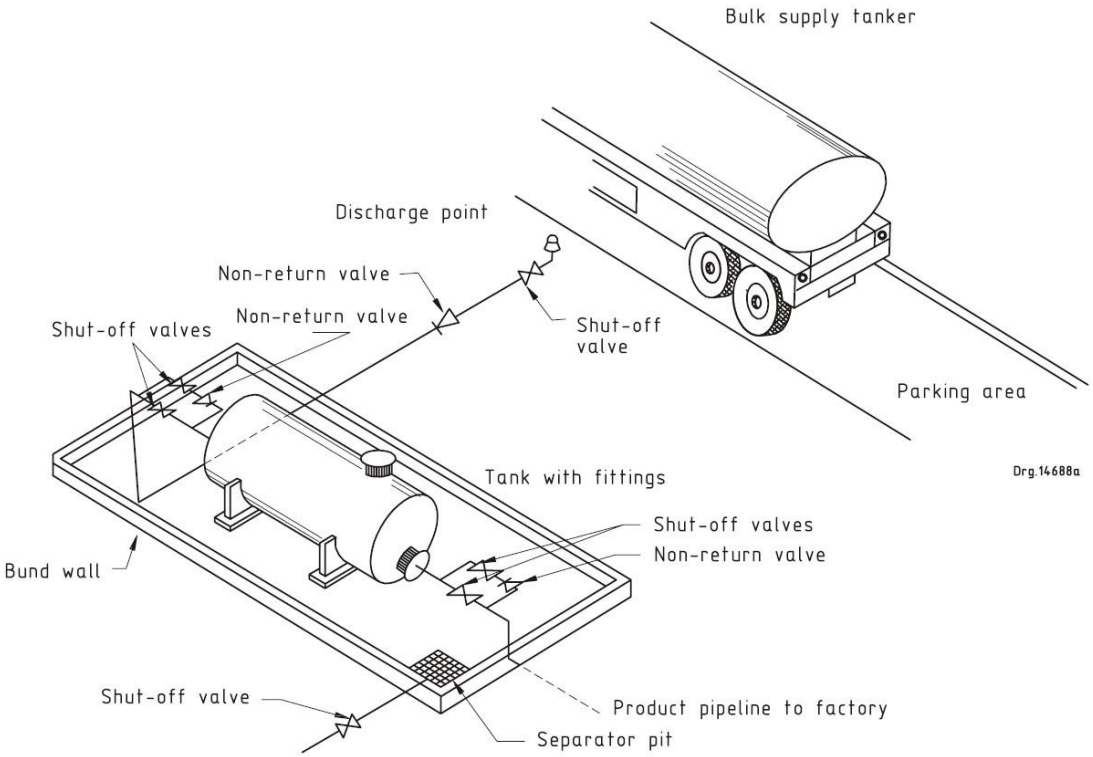


Figure 15: Bulk tanker delivery to horizontal tank

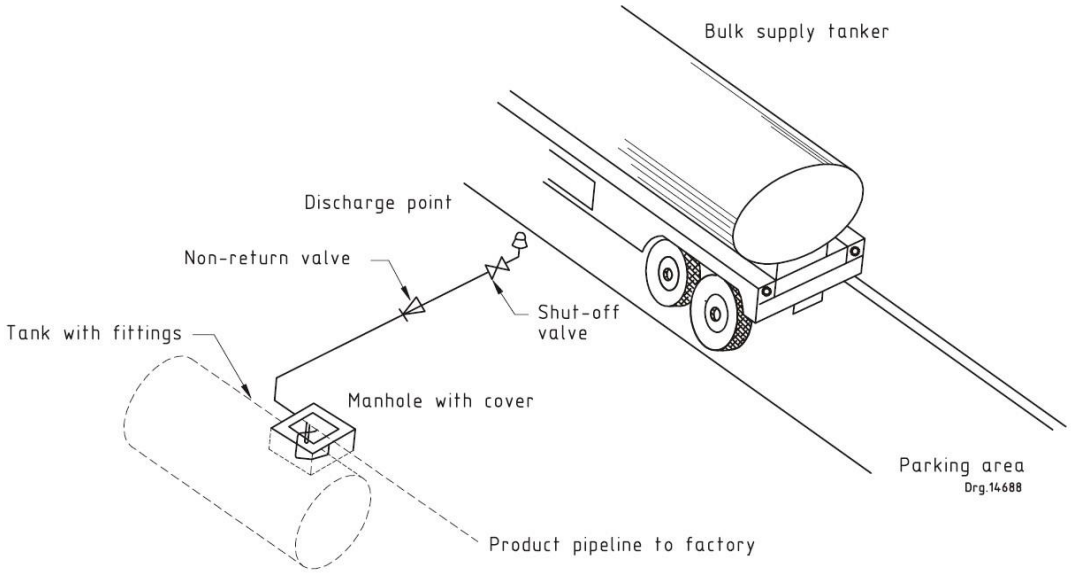


Figure 17: Bulk tanker delivery to basement tank

As stipulated in the conditions above, service provider must procure original copies of the standards summarised below. This is only intended to provide clarity at tender stage.

SANS 10131: 2004 - Extract
Edition 1

Annex A (normative)

The design, manufacture and construction of above-ground storage tanks not exceeding 85m^3

A.1 Tanks

This annex covers the design and construction of shop-fabricated (not site-fabricated) steel storage tanks with a capacity of not less than 0,5 m^3 and not more than 85 m^3. Manufacturers shall keep records and design calculations covering all units signed by a responsible engineer or, in the case of a patent design, signed by a similarly qualified professional or registered engineer (registered in South Africa), or patent issuer. Shopfabricated tanks should always be installed on prepared foundations, which will be subjected to full hydrostatic testing as mentioned in 1.2.2.

In the event where a consumer wishes to use a tank that has been in former service, the tank shall be inspected and, if necessary, repaired in accordance with an approved standard. Attention is drawn to internal corrosion that might be present due to former storage of the product, and in the case of tanks formerly used in underground service, the external corrosion due to environment exposure shall be determined. In the case of the latter, if the profile of the shell and barrel ends indicates pitting or metal loss, it shall be investigated, and corrective action shall be taken in accordance with API 653. A certificate of the inspection and repair carried out on any such tank shall be signed by a competent person, and shall be held by the consumer.

A2. General requirements and control

A.2.1 Welding procedures and welder approval

A2.1.1. Welding procedures

All welding procedures shall be carried out in accordance with SANS 9956-3 or an acceptable pressure vessel standard.

A.2.1.2 Welder approval

Welders shall be qualified in accordance with SANS 9606-1 or an acceptable pressure vessel standard.

A2.2 Design parameters

A.2.2.1 The major tank dimensions, tolerances and design parameters shall be as required (see annex B).

A.2.2.2 A tank shall be so designed as to withstand the load, pressure and any corrosive or other abnormal conditions to which it will be subjected (see A.3.14 and A.4).

A.2.2.3 A tank shall be designed to withstand an internal pressure and vacuum as specified by the purchaser and shall be within the design limitations of the standard used, for example, API 650 or BS 2654.

A.2.3 Material and components

A.2.3.1 Carbon steel plate

Carbon steel plate shall comply with the requirements of grade 300WA of SANS 1431 or an acceptable equivalent standard. Galvanized materials shall not be used in the construction of tanks.

A.2.3.2 Welding consumables

Welding consumable used for welding manhole fittings and for internal longitudinal welds shall comply with the requirements of EN 760 and EN 12072. Other welding consumables shall comply with the requirements of AWS A5.17/A5.17M, SANS 455, SANS 1033, SANS 1370 or SANS 51600.

Welding consumables and fluxes for submerged arc welding shall be stored and handled in accordance with the manufacturer's recommendations and in such a way that the identity of the welding consumables and fluxes is maintained.

A.2.3.3 Welded pipes and fittings

Welded pipes and fittings shall comply with the requirements of 7.1.2.

A.2.3.4 Threaded pipes and fittings

Threaded pipes and fittings shall comply with the requirements of 7.1.3.

A.3 Manufacture and construction

A.3.1 Welding

Welding shall be in accordance with the requirements of SANS 9956-3.

A.3.2 Tank ends

A.3.2.1 Each tank end shall be manufactured from not more than two pieces of material identical with that used for the tank barrel.

A.3.2.2 In the case of tanks of diameter not exceeding 2 400 mm, the tank ends may be either flat or dished, as required (see figure A.1(a)). In the case of tanks of diameter exceeding 2 400 mm, the tank ends shall be dished (see figure A.1(b)). In the case of vertical tanks, the roof shall be manufactured from the dished ends (see figure A.2(b)).

A.3.2.3 Unless otherwise agreed upon (see annex B), flat tank ends shall have a knuckle radius of at least 30 mm and a straight flange length of at least 20 mm (see figure A.1).

A.3.2.4 Dished tank ends, when formed by spinning using a form roller, shall show no evidence of indentation furrows.

The dished ends shall have a knuckle radius of at least 50 mm and a straight flange length of at least 40 mm. The crown radius of the dished end shall be not less than the radius of the tank barrel and shall not exceed 1,5 times the diameter of the tank barrel.

After the dished end has been formed, the finished material thickness of the dished end shall be not less than the minimum design thickness.

A.3.2.5 When a batch of tank ends have been formed, the circumference of each tank end shall be measured and the tank ends shall be stored as a series of matched pairs.

A.3.3 Tank barrel

A.3.3.1 The plates used to manufacture the tank barrel shall be so trimmed as to accommodate the assigned matched pair of tank ends. After having been trimmed, the plates shall be checked for squareness and for laminations. Plates that are out of square or that show evidence of laminations shall be deemed unsuitable for the manufacture of tanks.

A.3.3.2 The plates shall be rolled to form rings of the required radius. The curvature of each plate shall extend over the full length of the plate. Peaking at the longitudinal butt joints shall not exceed 5 mm.

A.3.4 The manhole on horizontal tanks

Unless otherwise agreed upon (see annex B), the centre line of the manhole shall be normal to the longitudinal axis of the tank barrel and in the centre of the tank or 450 mm from the end, and shall be manufactured as shown in figure A.3. No manhole (or any other aperture) shall be cut over a weld.

A.3.5 The manhole on vertical tanks

A.3.5.1 The manhole should be at the bottom of the tank.

A.3.5.2 The manhole shall be manufactured as shown in figure A.4.

A.3.5.3 The centre line of the manhole shall be 600 mm from the bottom of the tank;

A.3.5.4 Manholes shall be of a diameter at least 600 mm.

A.3.5.5 Boltholes shall be so drilled as to be not normal to the longitudinal axis of the tank. Metric bolts, nuts and washers shall be used.

A.3.5.6 The height of the manhole neck above the tank shell shall not exceed 100 mm and shall be as shown in figure A.4.

A.3.5.7 The plate used for the manufacture of the manhole neck shall be of at least the same thickness as the plate used for the tank barrel.

A.3.5.8 Where the manhole neck extends into the tank, vents shall be provided; the manholes shall be positioned diametrically opposed and on the longitudinal axis of the tank (see annex B).

A.3.5.9 A full-face gasket shall be provided; it shall be of a material as required (see annex B).

A.3.5.10 Manhole-lid connections shall be of a type as agreed upon (see annex B).

A.3.5.11 In addition to the shell manhole, a roof manhole shall be provided to the tank.

A.3.5.12 Care shall be taken when a manhole is being installed that the spacing around the manhole reinforcing plate is a minimum of 150 mm from any vertical shell joint and 75 mm from horizontal joints, including the bottom-to-shell joint. This rule applies to all connections.

A.3.6 Lifting lugs

A.3.6.1 In the case of tanks of length not exceeding 5 500 mm, and tanks of length exceeding 5 500 mm, lifting lugs as shown in figure A.2(a) shall be provided.

A.3.6.2 The typical details of lifting lugs are given in figure A.5.

A.3.6.3 The lifting lugs shall be used to lift empty tanks.

A.3.6.4 For lifting lugs on vertical tanks, see figure A.2(b).

A.3.6.5 The lifting lug doubling plate shall be of dimensions at least 6mm x 150mm x 200mm.

A3.7 Support saddles for horizontal tanks

Support saddles (see figure A.6(c)) shall be of adequate strength to support the tank and positioned at the correct centres on the tank. Supports shall be as shown in figures A.6(a) and A.6(b). The tank shall have a doubling plate directly beneath each saddle. The doubling plate shall be 30 mm wider than the support.

A.3.8 Holding down brackets and bolts for vertical tanks

All vertical tanks shall be provided with holding down brackets and bolts. The bolts shall be galvanized. Tanks of a diameter up to 2 400 mm shall have four brackets and bolts, and tanks of diameter up to3 000 mm shall have six brackets (see figures A.7(a), A.7(b) and A.7(c)).

A.3.9 Ladders and platforms

Tanks of height not exceeding 13 m may have a cat ladder (see figure A.8(a)); tanks of height exceeding 13 m shall be equipped with a spiral staircase (see figure A.8(b)). Platforms shall conform to figure A.9. Horizontally installed tanks shall conform to figure A.10.

A.3.10 Manufacture

A.3.10.1 All butt welds shall have a throat section of thickness not less than the plate thickness and the plate shall be welded on both sides.

A.3.10.2 Root edges or root faces shall not be misaligned by more than 25 % of the plate thickness.

A.3.10.3 Fillet welds shall be of leg length not less than the plate thickness.

A.3.10.4 When a tank barrel is manufactured from more than one plate, adjacent rings can be butted or lapped, except when the tank is intended for storage of aviation petroleum or other quality-sensitive products. In such cases all welds shall be butted. The longitudinal seams of adjacent rings shall be displaced radically by at least 60°.

A.3.10.5 External reinforcement or internal reinforcement (or both), when required (see annex B), shall be attached by means of continuous fillet welds.

A.3.10.6 All required apertures (see annex B) in the tank barrel shall be cut before the tank ends are attached to the tank barrel.

A.3.10.7 When tank ends are lap-jointed onto a tank barrel, at least three stops shall be provided at each end of the barrel to ensure correct location of the ends.

A.3.10.8 Pipe fittings shall be positioned and welded on a plane perpendicular to the ground surface. Filletwelded pipe fittings shall have plain ends and butt-welded pipe fittings shall have bevelled edges.

A.3.10.9 Each run of weld shall be cleaned of slag and other impurities before the next run is applied. Slag and weld spatter shall be removed from finished welds before visual inspection (see A.4.1).

A.3.10.10 Each tank shall be fitted with a dipstick striker plate. The striker plate shall be fitted diametrically opposite the manhole opening and can consist of a cut out of the manhole. The striker plate shall be welded all the way round. The dimensions of the striker plate shall be as agreed upon (see annex B).

A.3.11 Nameplate

A.3.11.1 Each nameplate shall be a stainless steel plate, shall bear the required marking (see A.5) and be of the dimensions given below:

a) Width : 90 mm ± 10 mm;
b) Length : 115 mm ± 15 mm; and c) thickness: at least 1 mm.

A.3.11.2 Each nameplate shall be securely riveted or welded to, and suitably isolated (against galvanic corrosion) from, a formed steel backing plate of the same dimensions as the nameplate and shall have a thickness of 6 mm.

A.3.11.3 The formed steel backing plate shall be welded near the manhole cover of the tank to the tank shell.

A.3.11.4 The manufacturer's tank serial number shall be hard-stamped on the inner throat of the manhole.

A.3.12 Quality of welds

Defective welds shall be cut out for a length of at least 30 mm on either side of the defect and rewelded.

A.3.13 Cleaning

After having been welded, in order to facilitate inspection, the tank shall be cleaned to remove any loose scale and rust.

A.3.14 Corrosion protection

After being tested in accordance with A.4, the tank shall be blast-cleaned to preparation grade Sa 2½, as described in ISO 8501-1. Undercoat shall be applied in accordance with the paint manufacturer’s instructions. The topcoat should be agreed upon between the manufacturer and the client and applied in accordance with the paint manufacturer’s instructions (see annex B).

A.3.15 Calibration

A.3.15.1 If required, the manufacturer shall supply a calibration chart and a calibrated dipstick for each tank at the service provider’s cost.

A.3.15.2 The dipstick shall be calibrated at intervals of 10 mm, with the corresponding volumes in litres (to the nearest 10 L) given on the calibration chart.

A.4 Inspection and testing of tanks before the application of coating

A.4.1 Visual inspection

Visually inspect a tank whilst pressurized to its design pressure. Apply soap suds to all welds, fittings and connections on the tank and visually inspect the tank. If bubbles are detected, the weld is to be backgrounded and repaired. After all repairs, pressurize the tank to its design pressure and retest with soap suds.

NOTE The soap suds method involves making up a solution of soap and water. Soap suds are applied to all the places where the tank and its fittings are likely to leak, for example union joints of pipes and butt joints. If there is a leak, the soapy water will form a bubble.

A.4.2 Radiography testing

A.4.2.1 Do a spot radiographic test in accordance with EN 1435 or any other suitable equivalent method on 10 % of the tanks chosen at random from all the tanks produced in any one week, including at least one tee weld and one longitudinal weld on each tank tested.

A.4.2.2 The testing shall be done by a person who has the qualification of the South African Qualification and Certification Committee (SAQCC B Radiographics) (level 2), or the qualification for radiographic testing of the American Society for Non-Destructive Testing (ASNT)/TC/1A, or better.

A.4.2.3 Interpret the results of the radiographic examination in accordance with SANS 9956-3.

A.4.3 Leak test

A.4.3.1 Temporarily seal all external fittings and plate the tank on a rotator.

A.4.3.2 Subject the tank to an internal positive pressure (design pressure) determined by means of a calibrated pressure-measuring device.

A.4.3.3 Test the tank for leaks by using the soap suds method (see note to A.4.1).

A.4.3.4 After completion of the test, depressurize the tank and remove it from the rotator.

A.5 Marking

The following information shall be stamped on the stainless steel nameplate (see A.3.11):

a) the name of the manufacturer;

b) the date of manufacture;

c) the serial number of the tank;

d) the test pressure;

e) the quality assurance inspector's stamp;

f) the date of final inspection;

g) the official stamp of the testing institution; and

h) the nominal capacity of the tank, in cubic metres (m3).

A.6 Storage, transportation and responsibility

A.6.1 Completed tanks

Completed tanks shall be stored on dunnage to prevent any damage to the corrosion protection system or to the tank.

A.6.2 Openings

All openings in the tank shall be closed off to prevent the ingress of dirt and other foreign matter into the tank.

A.6.3 Transportation and handling

For purposes of transportation, the tank shall be supported on suitable padding to prevent damage. The retaining or holding-down system shall consist of webbing straps of width at least 50 mm. Wires or chains shall not be used under any circumstances. Tanks shall be off-loaded in accordance with the requirements of SANS 10089-3. Tanks shall be off-loaded by crane or other suitable means; they shall not be rolled off the trailer.

A.6.4 Storage

Tanks in storage shall not be exposed to the sun for periods exceeding three months.

A.6.5 Responsibility

The point at which the manufacturer's responsibility ends shall be as agreed upon with the purchaser (see annex B).

A.7 Records

A.7.1 For the purposes of quality control, records shall be kept by the manufacturer in respect of each tank manufactured and retained for five years.

A.7.2 The records shall contain the following:

a) dates of manufacture of the various components of the tank and the date of completion of the tank;

b) details of, and responsibility for, plate quality;

c) details of pipes and fittings;

d) the tank reference number with relation to material certification;

e) details of, and responsibility for, welding procedures;

f) details of, and responsibility for, welder qualifications;

g) responsibility for weld quality and repairs;

h) date and details of, and responsibility for, leak testing;

i) dates and details of, and responsibility for, preparation for the application of the corrosion protection system;

j) responsibility for the quality of the corrosion protection system;

k) dates and details of calibration charts; and

l) dates and details of, and responsibility for, transportation.

1.10 FUEL TANKS REPAIRS AND COATINGS

1.10.5 LINING AND COATING

All work performed shall conform to SANS 10089 and SANS 10131.

Only staff having experience and training in their respective duties shall be employed in tank painting. The contractor shall have a responsible person on site at all times designated as team manager (or similar). This person shall be competent in all aspects of the project, both technical and administrative.

He shall be authorised by the contractor to represent the contractor on the project and to make technical and commercial decisions required for the benefit of the project.

The contractor shall be responsible for the application and all testing of the lining, and for motivating the crew. The presence or otherwise of a client representative or inspector shall not alleviate the contractor of any responsibility under this contract.

Surface preparation requirements, the need for strict cleanliness and adherence to specification requirements especially with regard to overcoating times are emphasized.

Correct spray technique cannot be overemphasised. Poor operator technique which results in coating thickness variations outside the specification, will result in rejection of the coating as defined elsewhere in this document. Tips for airless spray equipment shall be selected and adjusted to ensure proper atomisation with no entrapment of air or voids in the applied wet film. Guns and tips shall be cleaned and inspected daily. Dirty, damaged or worn components shall be replaced.

If consistent and satisfactory results are not achieved with the plant and equipment used by the contractor, the engineer may order the contractor to obtain and use such plant and equipment as may be necessary to achieve the required results. The cost of such equipment shall be for the contractors account.

All plant, equipment and temporary works, which are supplied by the Contractor, shall at all times be maintained in good working order. All equipment is to be rated for the safety standard applicable to the area in which the work is being conducted and the requirements of the work permit. All mechanical and electrical equipment is to be inspected and approved by the Employer prior to the start of the contract. During execution of the contract, the Employer reserves the right to conduct routine inspections of all mechanical and electrical equipment.

On completion of the Contract, all such plant, equipment and temporary works shall be removed from the site.

1.10.6 METAL FABRICATION

It is the contractors' responsibility to inspect and ensure that the metal fabrication is suitable for coating to the intended specification. Should the fabrication quality not be of an acceptable standard, he shall bring the same to the attention of the Engineer timeously, but not later than the beginning of the final blast cleaning for painting.

Weld quality shall comply with the requirements of the Engineer and the Engineer shall be invited to perform all necessary hold point inspections.

All welds shall be smooth, continuous and free from projections, pinholes or undercuts. Rough welds shall be ground where necessary to achieve the required smooth profile. Undercuts or blowholes shall be rewelded and ground to a smooth surface.

All cut edges and drilled holes shall be deburred and ground to a radius of not less than 3mm. If the steel thickness is less than 6mm, the radius of curvature of the edge shall be 50% of the thickness.

1.10.7 PAINT MATERIALS

All materials in a paint system shall be purchased from one supplier. The contractor shall supply the paint supplier with a copy of the relevant sections of the specification. The paint supplier shall certify that the materials to be supplied comply with the relevant specification and are suitable for the intended purpose.

The Contractor shall submit, upon request, details of the paints he intends using and shall only proceed with the purchase of the paints upon receipt of written approval from the Engineer. No variation in brand or materials quoted in the tender documents and approved by the Engineer shall be permitted without the approval of the Engineer in writing.

All coating materials shall be delivered in the manufacturer's original sealed containers, clearly marked with the following:

a) Manufacturer's name
b) Product Brand and Reference Number
c) Batch Number which may incorporate the date of manufacture.
d) Date of manufacture, unless already incorporated in the batch number.
e) Abbreviated instructions for storage and use of the material, which shall include mixing ratios of components of multi component materials, minimum temperature of application, method of application, and minimum and maximum over coating times, where applicable.

Batch release certificates for the applicable products shall be provided prior to the products being delivered to site.

Recommendations supplied by the manufacturer in the form of the latest edition of printed data sheets, or given in writing on the manufacturer's letterhead, shall be adhered to. Any conflict between the manufacturer's data sheet and the specification shall be referred to the Engineer for adjudication.

Verbal information by the manufacturer's representative will not be accepted unless confirmed in writing by the company, on their printed letterhead, and signed by an authorised officer of the company.

Should a contractor wish to propose alternative products he shall submit a detailed motivation with his tender. The motivation shall include, but not be limited to, the following;

a) benefit to the client,
b) product licensor and technical backup available,
c) location, experience, and ISO quality rating of the production facility,
d) detailed case histories,
e) performance guarantee offered,
f) manufacturer's data sheets, or legible copies thereof, for each product.

1.10.8 STORAGE OF PAINT MATERIALS

All coating materials shall be kept in an approved store, which shall be dry, enclosed and where the temperature is unlikely to exceed 35°C or drop below 10°C.

Usage of materials shall be on a first in, first out basis and no materials may be used which have exceeded the shelf life recommended by the manufacturer.

Solvent containers shall be kept sealed in the store and solvent or paint soaked rags, cotton waste or other spontaneously combustible material shall not be kept in or near the store. Stores shall be provided with adequate and suitable fire extinguishers placed outside the entrance in a prominent position. A separate store shall be provided for tools, equipment, protective clothing and personnel. The paint store shall not be used to accommodate personnel at any time.

1.10.9 VENTILATION AND SAFETY

General
Solvent fumes are both toxic and explosive under certain conditions. In tank painting explosive and toxic conditions can be reached in short periods of time. The contractor shall ensure that conditions inside the tank are safe at all times. Ventilation systems are to be effective in the removal of solvents and are to take account of the fact that solvents are heavier than air. Ventilation of sumps is also to be maintained.

Explosive hazard

Adequate ventilation shall be maintained continuously to ensure that the solvent content of the atmosphere within the tank remains below 10% of the Lower Explosive Limit (LEL) at all times. Should ventilation not be adequate, the rate of coating (solvent emission) shall be reduced to enable compliance with the 10% LEL datum.

Toxic hazard

The contractor shall ensure that no personnel required to work inside the tank are exposed to solvent levels above the Threshold Limit Value (TLV). Fresh air supply masks shall be provided for all persons working in proximity to the paint application including the spray operator, contractor foreman/QA and the inspector. Other staff within the tank shall be provided with at least cartridge type masks having suitable cartridges for the removal of organic solvents.

Cure periods

Adequate ventilation is to be maintained throughout the cure and over coating periods, even if no personnel are in the tank.

1.10.10 COMPRESSORS, AIR SUPPLIES AND BLASTING EQUIPMENT

Compressors

All compressors used for abrasive blast cleaning shall be of the rotary type suitably designed to enable continuous blasting operations without fluctuations in pressure or volume air supply changes. All compressors used for blasting operations shall be in the best maintenance conditions. Compressors showing signs of oil leaks, particularly from air handling equipment, shall not be used for blasting and removed from site. Compressor oil levels shall be checked daily and any loss in oil shall result in clean surfaces being rejected and the compressor removed from the site. The same air cleanliness requirements apply to both contractor's equipment and hired in compressors.

It is the painting contractor's responsibility to ensure that hired in air compressors meet the required standards. All compressors used for abrasive blasting operations shall be sufficiently rated in terms of both pressure and air volume to allow at least 10% excess capacity at blast nozzles at maximum tolerable nozzle wear. The quality of blast air shall be tested at least three times per blasting shift by blowing the maximum air volume through a white cloth for a period of 1 minute and inspecting for cleanliness. This test shall be conducted after the coolers and driers as defined further. The cloth is to be examined in sun light, and in a dark room using an ultra violet lamp. Any trace of discoloration or fluorescence on the cloth will result in rejection of the compressor and its associated equipment.

Air cooler, driers and filters

Air leaving the compressors shall be cooled from a typical exit temperature of 90 deg C to a maximum of 35 deg C or 15 deg C above ambient temperature, whichever is the lower, prior to drying and filtering. Coolers are to be rated at greater than the maximum output capacity of the compressors. After cooling, the air is to be passed through a suitable oil filter and coalescing drier. New cartridges or active ingredients are to be installed at least at the beginning of the contract and at the start of final sweep blasting. Cartridges are to be replaced at the specified intervals. Air used for breathing apparatus is to be further filtered through suitable chemical filters to ensure freedom from toxic or noxious fumes.

Hoses

Compressed air shall be delivered via a minimum 50mm ID piping from the compressor manifold through the air coolers, water traps, coalescing filters and driers to the distribution pigs. Only the shortest possible length of piping is to be used. Supply lines between the distribution pigs and blast pots are to be kept as short as possible and are to have an internal diameter greater than the diameter of the blast hoses. All couplings and connectors in airlines and blast hoses are to have the maximum internal diameter for the hoses to be coupled. Blast hoses are to be fitted with external couplings.
Under no circumstances may reducers be used on any airlines.

Blasting equipment

Abrasive blast cleaning shall be conducted by means of hand held, wide throat, long venturi type nozzles. The minimum nozzle diameter shall be 12mm. The minimum air pressure at the nozzle during blasting shall be 650 KPa. The maximum nozzle wear shall be defined as 15% increase in diameter over original nozzle size. Blast nozzles shall be replaced when any wear increases their diameter beyond this 15%, unless compressor volumes and pressures can be adjusted to ensure that no further loss of efficiency occurs. Blasting equipment shall be configured and installed in such a manner as to minimise hose lengths at all times. Only the minimum hose length required to reach the area being blasted shall be used. Excess hose lengths shall be removed from the blasting line when not required.

Abrasives

Abrasives shall be of the angular consumable type. Abrasives shall not be reused at any point during the cleaning operation. All abrasives shall be used once and then discarded. Abrasives shall be the finest size possible to achieve a blasting profile of 50 75 micrometres unless otherwise required by the particular product. Abrasives used for stripping of the old coating shall be of the same grade and quality as that required for final blasting.

The abrasive shall be clean, sound and free from foreign substances such as dirt, oil, grease, toxic substance, organic matter and water soluble salts.

The maximum moisture content shall not exceed 0,5% by weight.

The soluble salt content shall be checked by mixing the abrasive in a 1 2 ratio with de ionized water of conductivity maximum 1 microsiemens/cm. The mixture is shaken for 5 minutes and allowed to settle for 1 hour and shaken again for 5 minutes. The conductivity of the water then measured shall not exceed 150 microsiemens/cm at 20oC. The abrasives shall be tested for contamination with oil and grease by shaking 10cm3 of abrasive with 10cm3 methylene chloride for 5 minutes. 5 Drops of the solvent are then to be applied to a clean glass plate. After complete evaporation of the solvent, the glass plate is exposed to ultra violet light in total darkness. If there is blue fluorescence, the abrasive shall be rejected.

Utility Air

The contractor shall be responsible for the supply of utility air to drive extractor fans, etc. when any tank lining contract is executed in this area.

1.10.11 ARTIFICIAL ENVIRONMENT CONTROL

Should the contractor wish to make use of artificial environmental control then certain benefits in terms of productivity and working hours are available.

An acceptable artificial environmental control shall be defined as controlling the relative humidity within the tank to an average in any one hour of maximum 40% and a maximum in any one minute of 50%.

The contractor shall prove to the satisfaction of the engineer, that blast cleaned steel surfaces shall not be contaminated with air borne salts, transmitted through the dehumidifier system, to a level higher than the maximum allowed in the table below.

Humidity control shall be by means of an externally installed refrigerant or desiccant de humidifier system. In the case of refrigerant systems, the ventilation air passing through the de humidifier package shall be cooled to below its dew point to remove water and then reheated as necessary prior to ducting into the tank. Bursts of high humidity air from defrost cycles shall not be allowed. Air volumes shall be sufficient to allow adequate venting and removal of blasting dust and solvents. A minimum of one air change per hour for floating roof and smaller tanks is recommended. Suitable airlocks or manway flaps are to be installed to ensure that the tank remains under slight positive pressure at all times. Flaps are to be installed in such a way as not to hinder or restrict the exit path of any personnel working within the tank.

The Service Provider shall be required to provide continuous humidity and temperature monitoring equipment within the tank for the full duration of such environmental control. Recording devices shall be sufficiently accurate to record instantaneous changes.

The contractor shall be required to submit, with his tender, details of his environmental control unit for consideration. These details shall include as a minimum; safety requirements, air flows, cooling and heating capacities, expected humidity levels, power consumption and other salient features.

Should written approval be given by the Employer for the use of such equipment then:

a) The maximum blasting to priming interval could be increased to 100 hours.
b) Blasting and coating operations may be conducted on a 24-hour basis provided suitable shift arrangements are made. The only provision is that the contractor shall be required to prove that adequate precautions are taken to prevent contamination of the abrasive during storage and loading into blast pots.

1.10.12 SURFACE PREPARATION FOR PAINTING

Degreasing shall always be conducted before removal of the old coating. Degreasing may be repeated after removal of the old coating by incorporating it with the removal of soluble salts. Degreasing is not normally required with petrol storage tanks, but is required with all other hydrocarbon storage tanks.

Removal of soluble salts

Water soluble salts present on the steel after blast cleaning shall not exceed the values given in Table 1 or otherwise defined for a particular coating system. Should these values be exceeded, the steel shall be cleaned by washing with pressurised clean potable water, or by water shrouded or water injected abrasive blast cleaning, until the soluble salts are within the limits specified. The client may, at his discretion, make available sufficient quantities of demineralised water for the washing process. The minimum pressure at the nozzle shall be 40 MPa for pressurised

water washing. The steel shall then be allowed to dry; after which it shall be dry flash blast cleaned to achieve the required degree of cleanliness.

Abrasive blast cleaning

Mild steel shall be blast cleaned in accordance with Section 4.3 of SABS Code of Practice 064 for "The Preparation of Steel Surfaces or Coating". Before painting, the cleaned surface shall comply with the appropriate requirements of Table 1 below. The cleaned surface shall be coated as soon as possible and not later than the times given in Table 2 below.

TABLE 1. Standards of blast cleaning required

PROPERTY	STANDARD
Cleanliness to ISO 8501-1(minimum)	Sa3
Residual dust and debris (SABS Method 769)	0,3%
Oil, grease and perspiration	Nil
Surface Profile: (micrometres) minimum (SABS Method 772) maximum	50 70
Water soluble salts (mg/m²) - maximum at any one point	80

TABLE 2. Maximum time interval between blast cleaning and coating

Ambient Relative Humidity	Maximum Time (Hours)
Below 50 %	6
50 - 70 %	4
70 - 80 %	2
Over 80 %	Coating not permitted - Reblast and coat when R.H. below 80%

Fully painted surfaces to be prepared

Bare areas shall be cleaned with abrasive paper, not coarser than 200 mesh, to a bright metal surface. The surrounding paint, which must be intact, shall be feathered for a distance of 20mm beyond the damaged areas. Dust and debris shall be removed by the use of a clean rag dampened with clean solvent that will not attack the coating. Wetted areas shall be allowed to dry, after which spot repairs shall be carried out with all the coats previously applied and shall overlap the undamaged area by 20mm. The requirements of the spot repair shall be not less than that specified for the undamaged coating.

Fully painted surfaces to be over coated

Where additional coats are required over the whole surface, and the over coating interval exceeded, then on specific written approval from the engineer, the surface shall be degreased and abraded to a uniform matt finish. The surface shall be washed to remove all contamination and then allowed to dry. Further coats shall then be applied as specified to give the required coating thickness and specified finish.

1.10.13 APPLICATION OF PAINTS

Environmental conditions

Paint shall not be applied in high wind and/or dusty conditions, nor when the steel surface temperature is less than 3 deg C above dewpoint, nor higher than 35 deg C or that advised by the paint manufacturer, nor when the humidity is greater than 80%, nor when the ambient temperature is less than the minimum or greater than the maximum specified by the manufacturer of the coating material.

Mixing

All coating materials shall be very thoroughly mixed until completely homogeneous by low speed power stirrer fitted with a suitable mixing blade. In the case of two pack materials, each component containing pigments shall be thoroughly stirred separately. The two components shall then be mixed together in the proportions supplied by the

manufacturer until the mixture is completely homogeneous. In the case of solvent based epoxy materials, it is recommended that the mixed material be allowed to stand for an induction period of 20 to 30 minutes before use or as otherwise recommended by the material manufacturer. Where product data sheets specify an induction period these shall be adhered to.

Except where otherwise specified, only the minimum quantity of specified thinner may be added to achieve spray consistency. For two pack materials, the use of part of the contents (split packs) is strictly forbidden.

Method of application

Application shall be by airless spray or other suitable equipment as appropriate for the surfaces to be coated and in accordance with the recommendations of the manufacturer.
Brush or roller application shall be confined to stripe coating and the repair of pinholes. Application equipment shall be maintained in clean condition and in good working order. The use of equipment not maintained in good clean condition may lead to rejection of the coating.

Overcoating

Overcoating times shall be not less than the minimum nor greater than the maximum specified by the manufacturer, relevant to the ambient temperature. Overcoating intervals greater than the minimum is preferred. Full forced ventilation shall be maintained though out the coating and cure period. The Contractor will be held responsible for blistering of paint coatings on immersion.

Spray defects, such as drips and sags, shall be removed as soon as possible, to ensure that the underlying material is given the full opportunity for intercoat ventilation. All coats shall be clean and free from dust, oil, moisture and perspiration before overcoating.

Film thickness

Whilst final assessment is determined by dry film thickness measurement, the use of wet film thickness gauges is essential to ensure correct thickness during application. The wet film thickness required may be calculated by the formula:

$$WFT = \frac{DFT}{VS} * 100$$

where VS = volume solids, corrected for added solvent where necessary.

The volume solids of the paint will be supplied by the manufacturer.

The necessary corrections for surface profile must also be taken into account.

Film thickness tolerances

a) Individual coats - At least 90% of all thicknesses measured shall comply with the minimum requirements of the project specification. Up to 10% of all readings may be below the specified minimum thickness, but may not be less than 80% of the specified minimum thickness.

b) Total dry film thickness - Not more than 10% of readings shall be less than the minimum specified and no reading shall be less than 80% of the specified minimum.

c) Maximum dry film thickness - For solvent borne or solventless coatings, no reading shall exceed the maximum specified thickness, unless a concession is granted by the Engineer. Where no maximum is explicitly stated the maximum shall be defined as 25% greater than the minimum specified thickness.

d) Where individual coats do not comply with the DFT requirements they shall be rectified prior to the application of the next coat. Thickness that are too low may be rectified by patch recoating. Patches shall be allowed the full overcoating interval applicable to that material. Where the coats are too thick, they shall be totally removed, including preceding coats if necessary, and the system re applied.

1.10.14 COATINGS IN A SYSTEM

a) General

Unless otherwise specifically defined, all linings shall be applied as multiple coats of contrasting colour to achieve the specified system. Each application of paint, including stripe coating and spot repairs (as defined below), shall be regarded as a coat in its own right from an overcoating interval point of view. Where thin coats are to be applied, the contractor is to ensure that the correct volumes of thinners are to be added to ensure a closed film at all times.

b) Holding primer

Unless specifically excluded by the nature of the product, a blast holding primer shall always be used where blast cleaning is conducted in segments, or where application of the full primer, or first coat, cannot be applied in a single coat within the humidity vs time constraints. The holding primer shall be suitable for permanent incorporation into the coating system. The holding primer shall cure sufficiently fast so as to enable abrasive blast cleaning operations the Following day without sustaining damage, but must maintain its overcoat ability sufficiently to enable overcoating at the end of the blast cleaning phase.

An epoxy holding primer will typically have a minimum DFT of 20 micrometres and a maximum DFT of 40 micrometres. Where a product manufacturer does not specifically define a holding primer, the primer, or first coat in the system, may be applied in 2 thinner coats to achieve the required DFT. All traces of abrasive and other debris must be removed from the tank prior to further coating operations.

c) Primer or first coat

Once the minimum overcoating interval of the holding primer has been exceeded and is within the maximum interval, the full primer or first coat shall be applied to give the required minimum and maximum DFT.

d) Stripe coating

Stripe coating shall be applied to all welds and edges of plates. The coating may be applied by spray, but must be worked into the surface with a suitable brush and action. Excessive brush marks shall be removed.

No coating that has exceeded its pot life or has become tacky or otherwise increased in viscosity shall be used for stripe coating.

The stripe coat is to totally hide the primer and may not exceed the maximum specified DFT for that material. It is desirous that the stripe coat shall contrast both the first and second coats in colour.

e) Intermediate and top coats.

The remainder of the coating system is then to be applied at the specified thicknesses giving due consideration to the overcoating intervals.

f) Notes

In the case of a thick film solvent free system, stripe coating shall be conducted directly onto the holding primer with the coating material. Only sufficient time to allow the stripe coating to become tacky shall be allowed prior to the application of the final coat.

Requirements of the finished system

The coating system shall be smooth, glossy, free from orange peel effect, bubbling or excessive runs and sags. The dry film thickness shall be as stated in the relevant system definition.

The coating shall be free from electrical insulation defects when tested with an approved holiday detector set to operate at the appropriate levels for various coatings as defined in SABS 1217. Repair of defects is permissible provided that the repaired area complies with all the requirements of lining in SABS 1217.

1.10.15 HANDLING

During surface preparation and coating

A "clean tank shoe" philosophy shall be adopted at all times after approval of the degreasing of the tank. i.e. One clean pair of shoes inside the tank, another for outside the tank. Short term inspections can be conducted using shoes protectors. Only persons wearing soft soles shall be allowed to walk on coated surfaces. Operators handling blast cleaned or partially painted surfaces shall wear clean gloves to avoid contamination of the surface.

After completion of coating
Coated areas shall not be handled earlier than the hard dry time recommended by the manufacturer, relevant to the ambient temperature.

All damage, however caused, shall be repaired in accordance with the requirements of the relevant system and to the satisfaction of the Engineer, at no extra cost.

1.10.16 QUALITY ASSURANCE

Contractor qualification
The Engineer may, at his discretion, require a Quality Audit of the painting contractor to ensure that he has the management, facilities, skilled staff and quality control facilities and staff to carry out quality control during application of coatings to ensure compliance with specification.

The contractor shall accept full responsibility for the quality of his work and of materials used, irrespective of any quality surveillance that may be carried out by the Engineer or his representative.

The contractor shall obtain confirmation from the material supplier, in writing, that materials to be used comply with the specification and are suitable for the intended purpose. Quality control

The contractor shall have the necessary equipment and staff knowledgeable in test procedures to carry out all the quality control required to ensure compliance with the specification.

The contractor shall:

(a) Supply a Quality Plan and Quality Program at the time of tendering, both of which are subject to acceptance by the Engineer,

(b) Maintain Quality Control records in accordance with the Quality Plan during execution of the contract. Such records shall be available to the Engineer or his representative at each Quality Surveillance visit,

(c) Mark or securely label each component with a unique identification,

(d) Carry out such tests as are required to ensure compliance with the specification.

The cost of Quality Control shall be inclusive in the contractor's tender price.

Quality Surveillance
Independent Surveillance

The Engineer may employ an independent technically qualified organization to carry out quality surveillance of the work on his behalf. In the event of dispute, the Engineer's decision shall be final.

Program
The contractor shall advise the Engineer timeously, in writing, when and where the following processes will be carried out.

(i) Completion of fettling or dressing and prior to release for surface preparation.

(ii) Degreasing.

(iii) Removal of soluble salts.

(iv) Blast cleaning and application of the first or primer coat. (iv) Completion of each coat to be applied.

(v) The commencement of repairs.

(vi) Testing of the lining.

Failure of the contractor to advise the Engineer of his program may result in rejection of the work.

Access for Surveillance

For the purpose of carrying out quality surveillance, the Engineer or his representative shall be granted access to any part of the contractor's premises relevant to the work being carried out, at any reasonable time. The contractor shall provide, at his own cost, any equipment or labour necessary to gain access to surfaces which are coated, to be coated or are in the process of being coated.

Samples

The Engineer or his representative may remove any reasonable samples of materials to be used in the coating application. Rejection of the sample will place a hold on the use of material of the same batch number and may lead to rejection of all that batch of material and the reworking of any components that have already been coated with rejected material.

Destructive Testing

The Engineer or his representative may carry out reasonable destructive tests to ascertain compliance with the specification. Areas thus damaged shall be repaired by the Contractor to the satisfaction of the Engineer at no additional cost.

Cost of Quality Surveillance

Cost of Quality Surveillance will be borne by the Employer, except when surveillance results in rejection of the lot or when notice by the contractor results in a fruitless trip, in which cases the cost of surveillance shall be debited against the Contractor's account.

Quality Surveillance Report

A report shall be completed by the inspector at each visit. A copy of the report will be given to the contractor on completion of each surveillance visit. A copy of the report approving the components shall be included with the delivery note. No payments will be authorised by the Engineer unless a copy of an approval report has been received by him. The Engineer may withhold payment until a final report has been issued, giving approval to the components after installation on site and repair of damage to the coating.

Quality control records

Proper and adequate quality control records shall be maintained by the contractor for all stages of the work. These records shall be available for inspection by the Engineer or his representative at the time of Quality Surveillance. Incomplete, inaccurate or inadequate records shall be regarded as noncompliance with the specification, and the cost of surveillance will be back charged to the contractor.

Data sheets, specifications and codes of practice

The contractor shall have available the latest issues of each of the manufacturer's data sheets for the materials to be used, National Specifications and Codes of Practice relevant to the work to be carried out, as well as a copy of this Specification, all of which shall be available to the Contractor's Quality Control Manager.

Variation from specification

No variation from specification, or change of sub-contractor or materials to be used from those stated in the tender documents, shall be permitted without written approval of the Engineer. Products equivalent to those specified may be submitted for approval. This approval will only be considered if the manufacturer provides adequate evidence of similarity and supports his claim to equivalence by submission of adequate technical data.

1.10.17 TESTING METHODS

Unless otherwise agreed in writing by the Employers Agent, the following test methods shall be used. Relevant tests not specifically included in this document may be used at the discretion of the Engineer.

Determination of surface profile

SABS Test Method 772 (Micrometer gauge).

Freedom from dust and debris SABS Test Method 769.

Dry film thickness

SABS Test Method 141. Calibration shall be on a representative substrate as defined in paragraph 3.4.

Water soluble iron salts Weber-Reilly reagent

This test may only be applied to freshly blast cleaned steel. Shake well the bottle of Weber Reilly Reagent before use. Apply only by spray to the area to be tested to give a solid white coating. Allow 5 minutes for reaction, then observe pink or red colourations. Compare the darkest colour with the standard colour card and estimate the iron concentration.

Bressel test method

The Bressel method for determining soluble salts may be used on damp and flash rusted steel.

1.11 EXAMPLE STANDARD FORMS

1.11.1 Technical data sheet examples – PUMPS

NOTE: Supporting information in the form of manufacturer's original, high quality (only Photostats of a high quality will be accepted) pamphlets, brochures, etc., shall be submitted with the Quotation in support of the Technical Data Sheets. Suppliers are permitted to supply additional pamphlets, brochures, etc. which are not covered by the Technical Data Sheets.

Manufacturer .....

Place of manufacture .....

Model number and type .....

Impeller diameter (mm).....

Pump speed (rev/min) .....
Power requirements at:

Shut-off head (kW) .....

Specified head and flow (kW) .....

Max power conditions (kW) .....

Efficiency at specified head (%)…….…… (guaranteed)

Suction diameter (mm) .....

Discharge diameter (mm) .....

Net positive suction head required at specified head and flow (m) ……. (guaranteed)

Materials:

(a) Casing .....

(b) Impeller(s) .....

(c) Shaft .....

(d) Mass of pump (kg) .....

PERFORMANCE CURVES

The Supplier is required to submit signed performance curves with the Quotation indicating head, efficiency, kW and NPSH.

1.11.2 SITE INSPECTION REPORTS

1.11.2.1 FUEL PUMP QUALITY INSPECTIONS

CITY OF CAPE TOWN

PARTS AND SERVICES FOR FUEL TANKS AND FUEL PUMPS IN THE CITY OF CAPE TOWN CONTRACT NUMBER: XXXXXXX

SERVICE REPORT

Service Provider:

Site (Name and address): Date:

Fuel pump location on site:

Job Number / Works Package Number / PO number:

CONTROL PUMP DATA
Type of pump: Centrifugal Submersible Other

Manufacturer: Motor capacity (kW):

Model: Pump Speed (rpm):

Serial Number: Flow Capacity (m^3/h, l/s):

Pump size Inlet (mm): Efficiency (%):

Pump size Outlet (mm):

BASIC INSPECTION DATA		
Visible Leaks?	YES	NO
No spills, seepage and general clean operational area is observed?	YES	NO
Confirm pump operates to maintain duty point?	YES	NO
Any excessive noise?	YES	NO
Any excessive vibration?	YES	NO
No untreated corrosion detected on any equipment?	YES	NO
Internal components in a good condition?	YES	NO
COMMENTS:		

CITY OF CAPE TOWN

SERVICE

PARTS AND SERVICES FOR FUEL TANKS AND FUEL PUMPS IN THE

REPORT

CITY OF CAPE TOWN CONTRACT NUMBER: XXXXXXX

Findings and general condition:

TESTS PERFORMED (Results attached)

Specify test and results:
:……
:……
:……
:……

ADDITIONAL REQUIREMENTS OR SPECIALIST MATERIALS REQUIRED

Itemise and list any requirements

SERVICE TYPE RECOMMENDATION FOR CONSIDERATION BY EMPLOYER'S REPRESENTATIVE

Further Examination required off-site?

___YES ___NO

Reason:……

Service type recommendation:

___Replacement
___Maintenance
___Refurbishment
___None
___Other (specify): ……

Reason:……

Service Provider:

Name: Position: Signature: Date:

Employer's Representative:

Name: Position: Signature: Date:

COMPULSORY PHOTO REPORT

CITY OF CAPE TOWN

PARTS AND SERVICES FOR FUEL TANKS AND FUEL PUMPS IN THE CITY OF CAPE TOWN CONTRACT NUMBER: XXXXXXX

SERVICE REPORT

Compulsory for Inspection Report:

Attach photographs clearly detailing the defect/issue indicated in the inspection report.

Attach any additional test results if available (Optional)

1.11.2.2 FUEL TANK QUALITY CONTROL INSPECTIONS

CITY OF CAPE TOWN PARTS AND SERVICES FOR FUEL TANKS AND FUEL PUMPS IN THE CITY OF CAPE TOWN CONTRACT NUMBER: XXXXXXX
Service Provider:
Site (Name and address):
Fuel tank location on site:
Job Number / Works Package Number / PO number:

TANK DATA
___Above ground ___Below ground ___Other
Manufacturer if applicable:
Capacity:
Tank Material:
Tank Lining:
Age / Condition:

BASIC INSPECTION DATA
Visible Leaks?
No spills, seepage and general clean operational area is observed?
No untreated corrosion detected on any equipment?
Internal components in a good condition?
COMMENTS:
Findings and general condition:
TESTS PERFORMED (Results attached)

Specify test and results:
:……
:……
:……
:……

CITY OF CAPE TOWN
PARTS AND SERVICES FOR FUEL TANKS AND FUEL PUMPS IN THE CITY OF CAPE TOWN
CONTRACT NUMBER: XXXXXXX

ADDITIONAL REQUIREMENTS OR SPECIALIST MATERIALS REQUIRED

Itemise and list any requirements

SERVICE TYPE RECOMMENDATION FOR CONSIDERATION BY EMPLOYER'S REPRESENTATIVE

Further Examination required off-site?

___YES ___NO

Reason:……

Service type recommendation:

___Replacement
___Maintenance
___Refurbishment
___None
___Other (specify): ……

Reason:……

Service Provider:

Name: *Position:*

Employer's Representative:

Name: *Position:*

COMPULSORY PHOTO REPORT

Compulsory for Inspection Report:

Attach photographs clearly detailing the defect/issue indicated in the inspection report.

Attach any additional test results if available (Optional)

CITY OF CAPE TOWN
PARTS AND SERVICES FOR FUEL TANKS AND FUEL PUMPS IN THE CITY OF CAPE TOWN
CONTRACT NUMBER: XXXXXXX

SECTION G
HEALTH AND SAFETY SPECIFICATION

For use with the General Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Works and for Building and Engineering Works Designed by the Contractor, First Edition, 1999 (Yellow Book) published by the International Federation of Consulting Engineers (FIDIC).

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SECTION G

HEALTH AND SAFETY SPECIFICATION

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 the 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 any contractor employed by the Contractor to perform construction work.

G2 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.

G3 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.

G4 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 a 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.

G5 ADMINISTRATION

G5.1 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.

G5.2 Occupational Health and Safety Agreement

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

G5.3 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.

G5.4 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.

G5.5 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.

G5.6 Health and safety committee

Where applicable, the Contractor shall establish a health and safety committee, and shall convene health and safety meetings as provided for in the OHS Act.

The Engineer or the Employer's Health and Safety Agent shall be invited to attend such meetings as an observer.

The Contractor shall ensure that minutes of the health and safety committee meetings are kept.

G5.7 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.

G5.8 Personal protective equipment and clothing

The Contractor shall ensure that all workers are issued with the necessary personal protective clothing.

Ensure that all employees have valid medical certificates.

G6 APPOINTMENTS

G6.1 Appointment of construction supervisor and safety officers

The Contractor shall, prior to commencing the Works on site, appoint a full-time competent employee in writing as the construction supervisor for the Site, with the duty of supervising the performance of the work falling within the scope of the Contract and may appoint, in writing, one or more persons/competent employees to assist the appointed construction supervisor.

The Contractor may, having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the Site, appoint a full-time or part-time construction safety officer in writing, to assist the Contractor in the control of all safety related aspects on the Site.

No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the contractor.

The Contractor shall compile an maintain an organogram which outlines the roles and responsibilities of the construction supervisor's assistants and safety officers.

G6.2 Competent persons

The Contractor shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:

a) formwork and support work operations;
b) excavation work;
c) demolition work;
d) scaffolding work operations;
e) suspended platform work operations;
f) material hoists;
g) operation of batch plants;
h) explosive powered tools;
i) vehicles and mobile equipment;
j) fire equipment; and
k) the stacking and storage of articles on the Site.

The Contractor shall appoint in writing competent persons to:

l) induct employees in health and safety; and
m) prepare a fall protection plan.

G6.3 Health and safety representative(s)

The Contractor shall appoint in writing, if necessary in terms of the OHS Act, a health and safety employee representative(s), whose duties shall be as described in the OHS Act.

G7 EMPLOYER'S HEALTH AND SAFETY AGENT

The Employer's Health and Safety Agent shall:

a) audit the Contractor's 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 this 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 Contractor's subcontractors with a copy to 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) egard.

G8 CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT

G8.1 General

The Contractor shall ensure that:

a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
b) no structure or part of a structure is loaded in a manner which would render it unsafe;
c) relevant information, if any, provided by the designer of the structure is taken into account in the risk assessment; and
d) the designer of any temporary works complies with the requirements of regulation 6(2) of Construction Regulations, 2014.

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

G8.2 Risk assessment

The Contractor shall before the commencement of any construction work on Site and during such construction work, cause risk assessment(s) to be performed by a competent person appointed in writing. Such assessment(s) shall as a minimum:

a) identify the risks and hazards to which persons may be exposed to;
b) analyse and evaluate the identified risks and hazards based on a documented method;
c) document a plan of safe work procedures, including the use of any personal protective equipment or clothing and the undertaking of periodic "toolbox talks" or inductions before undertaking hazardous work, in order to mitigate, reduce or control the risks and hazards that have been identified;
d) provide a monitoring plan; and
e) provide a review plan.

The Contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

G8.2 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 Responsibilities towards employees and visitors

The Contractor shall, as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.

The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

The Contractor shall cause a record of all induction training to be kept, which indicates the names, identity numbers and job description of all those who attended such training.

The Contractor shall not allow or permit any employee to enter the Site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the Site at the time of entry.

The Contractor shall ensure that all of his employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner on the prescribed form.

The Contractor shall ensure that each visitor to the Site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:

a) undergoes health and safety instruction pertaining to the hazards prevalent on the Site; and
b) is in possession of and using the necessary personal protective equipment.

The Contractor shall cause a record of all induction training to be kept in the Health and Safety file.

The Contractor shall provide suitable on-site signage to alert workers and visitors to health and safety hazards and requirements. Such signage shall include but not be limited to:

c) prohibited unauthorized entrance;
d) signage to indicate what personal protective equipment is to be worn; and e) activity related signs.

The Contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

G8.5 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.

G8.6 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.

G8.7 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.

G8.8 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 for every group of up to 50 employees at that workplace at least one person is readily available during normal working hours who is in possession of a valid certificate of competency in first aid.

The following information shall be conspicuously posted in the offices of the Contractor for the duration of the Contract:

a) Telephone numbers of emergency services;
b) The names of all safety representatives and safety officers; and
c) The name(s) of the competent first aider(s).

The Contractor shall post, in prominent places, notices indicating where the first aid box(es) is/are kept, as well as the name of the person in charge of the first aid box.

G8.9 Housekeeping

The Contractor shall ensure that good housekeeping practices are implemented so that:

- an unimpeded work space is maintained for every employee.
- the walls and roof of every indoor workplace is sound and leak-free.
- every workplace is kept clean, orderly and free of tools and materials that are not required for the work being done.
- every floor, walkway, stair, passage and gangway is kept in a good state of repair, skid-free and free of obstruction, waste and materials.
- catch platforms or -nets are erected over entry and exit ways or over places where persons are working to prevent them being struck by falling objects.
- openings in floors, hatchways, stairways and open sides of floors or buildings are barricaded, fenced, boarded over or provided with protection to prevent persons from falling through or off them.
- materials and equipment are stored properly.
- materials ready for use is placed safely and not allowed to accumulate or cause an obstruction to pedestrian and vehicular traffic.
- removal of scrap, waste and debris, and materials which are no longer required for use, at appropriate intervals (in accordance with Construction Regulation 27); and
- proper stacking and storage of materials and equipment (in accordance with Construction Regulations 27 and 28).

<u>Eating-, Changing, Washing and Toilet Facilities</u>

Eating facilities should be provided in a location that is sheltered from the elements.

Adequate changing-, washing – and toilet facilities shall be provided for both sexes.

At least 1 shower per 15 workers and 1 toilet per 30 workers shall be provided. Chemical toilets may be used instead of the water borne sewerage type.

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 and the Environmental Management Specification in Part C3.5 of the Scope of Work.

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 Facilities for workers

The Contractor shall provide ablution facilities and eating areas all as specified in the Environmental Management Specification in Part C3.5 of the Scope of Work.

G8.12 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.(Preferably within the scaffold framework). 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 detailed 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).

Ladder 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 ladders against weak upper surfaces (e.g. glazing, plastic 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 Pickers" [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.

Cherry Picker Operators

Operators must:

- be competent to operate the Cherry Picker in the working conditions to which they are exposed,
- be instructed in local hazards and site rules,
- have attended a recognised basic training course, and
- be familiar with the make and model of Cherry Picker they are authorised to operate.

Written proof of competency and/or training to be available on request.

Cherry Picker operator training shall be accredited by Department of Labour, SAQA or SETA.

Cherry Picker Supervisors

Supervisors should be instructed in the hazards, risk factors, and control measures identified in the task specific risk assessments for the work to be carried out. They should be familiar with the plans (Method Statement) for the work to be carried out and take part in regular on site emergency lowering drills.

Demolition work

A contractor must appoint a competent person in writing to supervise and control all demolition work on site.

A contractor must ensure that before any demolition work is carried out, and in order to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed by that person.

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.

G8.13 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 contractor's 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 frequency called a "dump valve" or "dead man 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 another person. He and the contractor's 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 lance man 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 in sufficient.
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.

FORMS FOR CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

(14) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
2 Incomplete / incorrect / illegible forms will not be accepted.
3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

5 If a field is not applicable insert the letters: NA
6 Only the Project Number supplied by the Corporate EPWP Office must be inserted. The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.
9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certied ID copy must accompany this labour report on submission.
10 Was the beneficiary sourced from the City's job seeker database?
11 The contract end date as stated in the beneficiary's employment contract.
12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

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

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

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

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

ACTUAL START DATE (yyyy/mm/dd)	ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)

TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)

R	

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:		Year	Month	Sheet		
				1	of	

	(8)	(8)	(8)	(9)			(10)		(11)	(12)	(13)	(14)
No.	First name	Surname	ID number	New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	Job seeker database (Y/N)	Contract start date (DDMMYY)	Contract end date (DDMMYY)	No. days worked this month (excl. training)	Training days	Rate of pay per day (R – c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
										0	0	R -

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

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

(14.2) BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION: 149S/2023/24: MAINTENANCE OF FUEL TANKS AND PUMPS AT THE CITY OF CAPE TOWN'S VARIOUS FUEL SITES ON ADHOC BASIS

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 Subcontract (excl. VAT)[1]**	**Value of Sub-contract work to date (excl. VAT)[1]**	**Value of Sub-contract work to Sub-contractors with a lower BBBEE Status Level than supplier**
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
[1]Documentary 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: 149S/2023/24: MAINTENANCE OF FUEL TANKS AND PUMPS AT THE CITY OF CAPE TOWN'S VARIOUS FUEL SITES ON ADHOC BASIS

SUPPLIER: _____

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (**P***)	R	B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	

Name of partners to the Partnership/ JV / Consortium (list all)	**B-BBEE Status Level of each partner at contract award**	**Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement[1] 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	%

[1]Documentary evidence to be provided

Signatures

Declared by supplier to be true and correct: **Date:**

_____ _____

Verified by CCT
Project Manager: **Date:**

_____ _____