



**TENDER NO: 237S/2022/23**

**THE PROVISION OF PITCH AND LANDSCAPING MAINTENANCE SERVICES AND EVENT  
SUPPORT SERVICES AT THE CAPE TOWN STADIUM (CTS)**

**CONTRACT PERIOD: 1 JULY 2023, NOT EXCEEDING 3 FINANCIAL YEARS**

**V5**

**CLOSING DATE: 20 February 2023**

**CLOSING TIME: 10:00**

**TENDER BOX NUMBER: 138**

**TENDER FEE:** **R 200.00** Non-refundable tender fee payable to Cape Town Stadium (RF) SOC Limited for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

<b>TENDERER</b>	
<b>NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual</b>	
<b>TRADING AS</b> (if different from above)	
<b>TOTAL BID PRICE</b> (Incl. VAT) – Page 11	
<b>B-BBEE LEVEL CLAIMED</b>	

<b>ISSUED BY:</b>
Cape Town Stadium (RF) SOC Limited Fritz Sonnenberg Rd, Green Point, Cape Town, 8051

<b>TENDER SERIAL NO.:</b>
<b>SIGNATURES OF CITY OFFICIALS AT TENDER OPENING</b>
<b>1</b>
<b>2</b>
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## (1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	09 December 2022
CLARIFICATION MEETING	:	Not Compulsory, But Strongly Recommended.
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	<b>Thursday 03 February 2023</b> , at the DHL Stadium, Fritz Sonnenberg Road, Cape Town, Entrance Gate 00, Parking Level 01, Foyer A , 1 <sup>st</sup> Floor South Conference Room at <b>12:00 to 13:30</b> .
TENDER BOX & ADDRESS	:	<b>Tender Box as per front cover</b> at the City of Cape Town, <b>Tender &amp; Quotation Boxes Office</b> , 2 <sup>nd</sup> 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 <b>"237S/2022/23: THE PROVISION OF PITCH AND LANDSCAPING MAINTENANCE SERVICES AND EVENT SUPPORT SERVICES AT THE DHL STADIUM (CTS)"</b> the Cape Town Stadium tender box No: <b>138</b> and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.

DHL STADIUM TENDER REPRESENTATIVE  
(TECHNICAL) :

Gerrie Van Rensburg

DHL STADIUM TENDER REPRESENTATIVE  
(ADMINISTRATIVE):

Blake DOliveira

Email:

[Blake.DOliveira@capetown.gov.za](mailto:Blake.DOliveira@capetown.gov.za)

**(2) 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):

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

**(3) FORM OF OFFER AND ACCEPTANCE****TENDER NO.237S/2022/23: THE PROVISION OF PITCH AND LANDSCAPING MAINTENANCE SERVICES AND EVENT SUPPORT SERVICES AT THE CAPE TOWN STADIUM (CTS)****PART A (TO BE FILLED IN BY TENDERER):****2.1 Required Details** (Please provide applicable details in full):

<b>Name of Tendering Entity*</b> (“the tenderer”)	
<b>Trading as</b> (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 Cape Town Stadium (RF) SOC Limited;
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 render all or any of the services described in the tender document to the Cape Town Stadium (RF) SOC Limited 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 (**Section 3**).
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

\_\_\_\_\_  
Signature(s)

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

\_\_\_\_\_  
Date

INITIALS OF CTS OFFICIALS		
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## FORM OF OFFER AND ACCEPTANCE (continued)

### TENDER NO.237S/2022/23: THE PROVISION OF PITCH AND LANDSCAPING MAINTENANCE SERVICES AND EVENT SUPPORT SERVICES AT THE CAPE TOWN STADIUM (CTS)

#### PART B (TO BE FILLED IN BY DHL STADIUM (RF) SOC LIMITED)

By signing this *Form of Offer and Acceptance* the DHL Stadium (also referred to as the 'Purchaser'):

1. accepts the offer submitted by (**DETAILS OF SUCCESSFUL TENDERER, ALSO REFERRED TO AS THE "SUPPLIER"**) \_\_\_\_\_ ,  
thereby concluding a contract with the supplier for a contract period commencing on [•] and terminating on [•];
2. undertakes to make payment for the goods/services delivered in accordance with the terms and conditions of the Contract.

SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
(PLACE) (DD) (MM) (YY)

\_\_\_\_\_  
Signature(s) and stamp of  
The CEO of Cape Town Stadium (RF) SOC Ltd

\_\_\_\_\_  
Print name(s):  
(duly authorised in terms of the authorities  
Framework as approved by board of Directors,  
Cape Town Stadium (RF) SOC Ltd.

INITIALS OF CTS OFFICIALS		
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**FORM OF OFFER AND ACCEPTANCE (continued)****(TO BE FILLED IN BY THE CAPE TOWN STADIUM (RF) SOC LTD)****Schedule of Deviations****Notes:**

1. The extent of deviations from the tender documents issued by the DHL Stadium 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 DHL Stadium 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 DHL Stadium 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.

**INITIALS OF CTS OFFICIALS**

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## (4) PRICE SCHEDULE

### Pricing Instructions:

- 4.1 Prices must be quoted in South African currency and be **exclusive of value-added tax (VAT)**. VAT must be displayed separately on the invoices (if applicable).
- 4.2 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.
- 4.3 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.
- 4.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 4.5 Prices must be given according to the units in this Schedule.
- 4.6 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.
- 4.7 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 (or rates, in the case of rate categories if provided) 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, may be interpreted as no offer having been submitted and may deem the entire offer non-responsive.**
- 4.7.1 Where no rate has been entered, CTS will provide the bidder with an opportunity to confirm where the line item is to be evaluated at a nil rate, i.e. that there is no charge for that item. Bidders will not be allowed to submit a new or revised rate in the above instance and should the bidder not confirm that the item is to be evaluated at a nil rate, then the offer will be deemed non-responsive.
- 4.8 Prices tendered below shall be subject to adjustment in accordance with **Schedule 8**. Firm prices will not be considered for the duration of the Contract and the tender will be declared non-responsive unless in accordance with Schedule 8.
- 4.9 The CTS intends to appoint one (1) Service Provider only, for a period of up to 3 years (ending 30 June 2026) with the last 12 months of the contract (i.e. 01 July 2025 to 30 June 2026) being implemented at the sole discretion of the Cape Town Stadium.
- 4.10 Overtime: The prices must include overtime that may fall within the 12-hour shifts. Where individual Rates of a contractor's employees are required by CTS to perform services in excess of 12 (twelve) hours per shift, then the Hourly rates below will become applicable for the excess.
- 4.11 Any additional cost that may occur (other than specified in the relevant Site Order / Works Document) must be specified by the Contractor and presented in writing to the client for approval before being incurred.
- 4.12 Tenderers must ensure that at all times they comply with any legislation which in any manner whatsoever impacts upon the employment, conditions of service and pay rates of a contractor's employee..
- 4.13 The rights fee to be paid on an annual basis on the anniversary date. Year two (2) and three (3) will be subject to adjustment in accordance with **Schedule 8**.
- 4.14 The event fee payable to DHL Stadium will stay at 15% per invoice (for events attended) for the duration of the contract.
- 4.15 Tenderers are required to price for all items as per the Pricing Schedule, **failing which will deem the tenderer non-responsive.**

**PRICING SCHEDULE:****Section 1 – Monthly Cost****Note:**

- Estimated quantities are for evaluation purposes only
- ➤ Week Day Normal Time: 08h00 to 17h00 (Monday to Friday)
- Week Day Overtime: 17h01 to 07h59 (Monday to Friday & Saturday All Day)
- Sunday & Public Holiday Overtime: All Day

**Part A - Pitch Maintenance**

Item Num.	Description	Unit	Est. Qty (A)	Rate (per month excl. VAT) (B)	Total Cost (per month excl. VAT) (AxB=C)
<b>A 1</b>	<b>Monthly cost</b>				
1.1	Contract administration cost	Per month	1	R	R
1.2	Qualified grounds man in sport turf management NQF4	Per month	1	R	R
1.3	Pitch assistant NQF1 in sport turf management	Per month	2	R	R
1.4	Labourer's	Per month	2	R	R
1.6	All Maintenance Products (Fertilizer, fuel, insecticide, Fungicide as per scope of work)	Per month	1	R	R
1.7	Irrigation Maintenance	Per month	1	R	R
1.8	Repairs and Maintenance of the Field	Per month	1	R	R
1.9	Ride on Triplex mower/stationed at stadium - not older than three years	Per month	1	R	R
1.10	Gator Walkman utility vehicle/ stationed at stadium - not older than three years	Per month	1	R	R
1.11	Gator attachable Boom Sprayer / stationed at stadium not older than three years	Per month	1	R	R
<b>Total Per monthly cost A:</b>					<b>R.....</b>

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**Part B – Landscaping & Horticulture Maintenance**

Item num.	Description	Unit	Est. Qty (A)	Rate (per month excl. VAT) (B)	Total Cost (per month excl. VAT) (AxB=C)
<b>B2</b>	<b>Landscaping DHL Stadium , Precinct, as per ME footprint</b>				
2.1.	<b>Supervisor – Horticulture qualification</b>	Per month	1	R	R
2.2.	<b>Worker NQF1 landscaping</b>	Per month	8	R	R
2.3.	<b>Turf management:</b> Maintain all lawn areas to specifications, expectations and horticultural practices. (As per scope of work)	Per month	1	R	R
2.4.	<b>Plant beds:</b> Maintain all bed areas to specifications, expectations and horticultural practices. (As per scope of work)	Per month	1	R	R
2.5.	<b>Arboriculture works</b> Maintain all trees to expectations and horticultural practices. Inspect all trees and submit reports to the Head Infrastructure.	Per month	1	R	R
2.6.	<b>Waste management:</b> Manage the waste management process as specified in scope of work, clean steel bins on a daily basis.	Per month	1	R	R
2.7.	<b>Irrigation:</b> Maintain the irrigation system to expectations and good practices, and to full operations standards.	Per month	1	R	R
2.8.	<b>Paved surfaces, stone walls and columns:</b> Maintain the hard surfaces clear of weeds, litter and in a good state for use as per specification. Included odium and staircases to turnstiles.	Per month	1	R	R
2.9.	1 ton bakkie	Per month	1	R	R
2.10.	Zero turn mower	Per month	1	R	R
2.11.	Rotary mower with automatically driven rear roller	Per month	4	R	R
2.12.	Tools as specified in scope of work	Per month	1	R	R
		<b>Total: B</b>			<b>R.....</b>

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Total Bid Price for Evaluation Purposes	
Total Price (Sum) for Part A & B	R.....
VAT @ 15%	R.....
Total Bid Price, Incl. VAT	R.....

**Section 2 - OTHER COST**

Events, ad hoc requests and emergency services labour rates.

**Pitch Maintenance**

Item Num.	Description	Unit	Estimate Qty	Rate (per unit excl. VAT)
<b>3.1</b>	<b>Lay pitch protection (supplied by CTS) Week-days</b>			
3.1.1	Terra-Tile	m <sup>2</sup>	1	R
3.1.2	Terra-Trak	m <sup>2</sup>	1	R
<b>3.2</b>	<b>Lay pitch protection (supplied by CTS) After-hours</b>			
3.2.1	Terra-Tile	m <sup>2</sup>	1	R
3.2.2	Terra-Trak	m <sup>2</sup>	1	R
<b>3.3</b>	<b>Lay pitch protection (supplied by CTS) Sundays &amp; Public Holidays</b>			
3.3.1	Terra-Tile	m <sup>2</sup>	1	R
3.3.2	Terra-Trak	m <sup>2</sup>	1	R
3.3.3	Transport of pitch protection which include loading and off loading	km	1	R
3.3.4	Tipper truck 30m <sup>3</sup>	km	1	R
3.3.5	Tipper truck 15m <sup>3</sup>	km	1	R
3.3.6	Tipper truck 12m <sup>3</sup>	km	1	R
3.3.7	Tipper truck 6m <sup>3</sup>	km	1	R

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Item num.	Description	Unit	(A) Unit Price / Day Excluding VAT ( R )	(B) Unit Price / Week Excluding VAT ( R )	(C) Unit Price/Month Excluding VAT ( R )
<b>4.</b>	<b>Specialized Equipment</b>				
4.1	PTO Driven Lime distribution machine	1	R	R	R
4.2	Super Sod Harvester (Magnum)	1	R	R	R
4.3	Super Sod Installer (Magnum)	1	R	R	R
4.4	PTO Driven <b>universal head</b> KORO machine	1	R	R	R
4.5	Speed Seeder	1	R	R	R
4.6	Gator attachable Top Dresser	1	R	R	R
4.7	PTO Driven Vertidrain machine	1	R	R	R
4.8	PTO Driven Fertilizer spreader	1	R	R	R
4.9	Laser leveller includes operator	1	R	R	R
4.10	Turf tractor includes operator	1	R	R	R
4.11	Turf trailer	1	R	R	R
4.12	Verti cutter	1	R	R	R
4.13	Backivator	1	R	R	R
4.14	Bobcat includes operator	1	R	R	R
4.15	Forklift 5 ton (short folks) includes operator	1	R	R	R
4.16	Forklift 5 ton ( long folks) includes operator	1	R	R	R
4.17	Walk behind Fertilizer spreader	1	R	R	R
4.18	GXV160 HR H536 QX self-propelled rear roller petrol lawn mower.	1	R	R	R
4.19	Dennis reel mowers G860 (HONDA 6, 5 HP) with the following accessories. (Verti cutter reels, cylinder unit 8 blade heavy duty spiral.)	1	R	R	R

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**Pitch Maintenance and Landscaping (Labour)****LABOUR RATES FOR ITEMS NOT SPECIFIED IN MAINTENANCE AGREEMENT FOR PITCH MAINTENANCE SERVICES AND LANDSCAPING**

<b>5.1</b>	<b>Type of service - qualified grounds man/horticulturist</b>	<b>Rate (Per hour excl. Vat)</b>
5.1.1	Week day normal time for a qualified Grounds man/Horticulturist	R
5.1.2	Week day overtime for a qualified Grounds man/Horticulturist	R
5.1.3	Public holiday overtime for a qualified Grounds man/Horticulturist	R
5.1.4	Sunday overtime for a qualified Grounds man / Horticulturist	R
<b>5.2</b>	<b>Type of service - supervisor</b>	<b>Rate (Per hour excl. Vat)</b>
5.2.1	Week day normal time for a supervisor	R
5.2.2	Week day overtime for a supervisor	R
5.2.3	Public holiday overtime for a supervisor	R
5.2.4	Sunday overtime for a supervisor	R
<b>5.3</b>	<b>Type of service - pitch assistant NQF1</b>	<b>Rate (Per hour excl. Vat)</b>
5.3.1	Week day normal time for a pitch assistant NQF1	R
5.3.2	Week day overtime for pitch assistant NQF1	R
5.3.3	Public holiday overtime for pitch assistant NQF1	R
5.3.4	Sunday overtime for pitch assistant NQF1	R

**Items not covered in tender specification:**

<b>Item Num.</b>	<b>Description</b>	<b>Mark-up (%)</b>
6.1	<u>RATES FOR MATERIAL ITEMS NOT COVERED BY MAINTENANCE AGREEMENT</u>	
	Profit Margin/Mark-up (%)	%
6.2	<u>RATES FOR SPECIALIZED EQUIPMENT RENTAL NOT COVERED BY MAINTENANCE AGREEMENT</u>	
	Profit Margin/Mark-up (%)	%
6.3	<u>RATES FOR PROVISION OF SPECIALIZED SERVICES NOT COVERED BY MAINTENANCE AGREEMENT SPECIALIZED SERVICES</u>	
	Profit Margin/Mark-up (%)	%

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**Section 3 – Revenue based offer**

Item	Description	Unit	Contribution Tendered Rate (amount <u>excluding</u> VAT) payable to the Cape Town Stadium
7.1	Rights Fee (*)	Annually	R95,00
7.2	Event Fee (**)	per event	15%

(\*) Right to refer your company as a "preferred supplier to the CTS" in their designated field of expertise. Right to negotiate additional branding inventory including signage, LED and screen space.

(\*\*) 15% all invoices generated off event invoices directly secured from the CTS – Labour Only.

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## (5) SPECIFICATION(S)

Cape Town Stadium (RF) SOC Limited (CTS) is the Municipal Entity responsible for the operations of the DHL Stadium. Part of the responsibility of CTS is the commercialization of DHL Stadium. As part of this initiative, CTS has put in place a commercial framework for the delivery of services at DHL Stadium.

In order to implement the commercial framework,

- 1.1 The provision of an exclusive Concession Holder Services to the General Public in terms of Food and non-alcoholic beverages
- 1.2 The provision of Pouring Rights for the categories a) beer & cider and b) wine & spirits
- 1.3 The provision of preferred Product Suppliers in categories of a) carbonated soft drinks b) isotonic sports drink, c) energy drinks d) water and e) biltong
- 1.4 The provision of Liquor Distribution Services
- 1.5 The provision of non-exclusive (3) concession holders services for the sale of alcoholic beverages to the general public;
- 1.6 The provision of Hospitality and Conferencing Services
- 1.7 The provision of services as an agent for the sale of advertising inventory, naming rights and other rights identified from time to time
- 1.8 The provision of marketing services

While each tender will be awarded separately, there is an interdependence between the tenders and that of the operational services providers appointed by CTS. The service providers will be required to work together in the delivery of service at DHL Stadium.

### CAPE TOWN STADIUM LOGO

Service Provider has the right to associate to CTS and the brand name of the stadium (DHL Stadium or any other name it may be called). Such association can only be linked directly to the service provided within this tender and the service provider may not create an association outside of the tender scope.

The service provider may elect to use the logo on uniforms and material supporting the delivery of the scope of this tender.

The logo may not be used without specific additional written approval from the delegated Representative of CTS, and any application of the logo must be strictly in accordance with the specifications provided by the Cape Town Stadium on a case-by-case basis. If it is used without such formal permission, the logo may be removed at the cost of the supplier.

### EMPLOYEE REPLACEMENT:

If, for any reason beyond reasonable control of the Service Provider it becomes necessary to replace any of the Personnel in the following positions namely; **Administrator, Supervisor and Contracts Manager**.

The service provider shall forthwith provide a replacement to a person of equivalent or better qualifications in terms of the curriculum vitae submitted with the tender document. Proof of number of years of experience in the cleaning industry to be provided.

### 5.1 ADMINISTRATION FOR PITCH MAINTENANCE AND LANDSCAPING:

#### 1. Company support

- The contractor is to allow for the costs for the following within the monthly costs under ADMINISTRATION.
- As mentioned elsewhere, it is imperative that the sites enjoy the support from the appointed company's principal office, who will provide the necessary support to ensure that there are no administrative and payment hold ups. Uniforms are to be supplied promptly and materials schedules and service provider's appointments are to be done speedily so as to not hold up any works on site.
- The company is also to ensure that whatever resources are required in terms of the specifications, that these are supplied.
- The contractor must ensure that the site office operates smoothly, including connectivity.
- The company seniors are required to visit the sites regularly and to address any issues that may arise.

The Grounds man NQF4 and Horticulturist will be responsible to submit Monthly and ad hoc reports in a coloured printed format by the 5<sup>th</sup> of each month on the scope of work of the tender which will include but not limited to, attendance registers, purchase orders, invoices, ad hoc work and all other related matters. The Grounds man NQF4 will also be responsible to submit quotations for events within 48h after receiving the brief document of an event or ad hoc work. Maintenance reports could also be requested after events and inspection documents also needs to be updated daily according to the activities on the pitch and hardened surface.

During the duration of the contract and if the need arises, maintenance activities could arise due to additional equipment (relevant to the expertise pertaining to this contract) being added to the facilities portfolio. Any pricing for the additional work within this contract has to be based on the labour, material or specialized services detailed rate cards for items not covered by this maintenance agreement – as per Pricing Schedule

## **5.2 PART A - PITCH MAINTENANCE**

### **5.2.1 SCOPE OF SPECIFICATION**

- 5.2.1.1 This specification provides for the maintenance of the pitch, Precinct, event preparation and execution and applicable associated tasks within the DHL Stadium.
- 5.2.1.2 The setup of the pitch for various sporting codes, but predominantly soccer and rugby, which includes the marking and painting of lines. The tenderer needs to be knowledgeable about the different set up conditions
- 5.2.1.3 The onus shall be on the tenderer to ensure that the services offered are fully compatible with the existing stadium pitch construction. Tenderers will be required to demonstrate this compatibility in the functionality scoring.
- 5.2.1.4 This specification provides for the provision of pitch maintenance and event execution support services for the DHL Stadium until 30 June 2023. These prices shall be valid for the contract period. Any variations or escalations on the prices shall be stipulated in the covering letter.
- 5.2.1.5 The successful tenderer shall be responsible to provide a draft contract to the Stadium that covers all the services and Service Level Agreements for the Stadium's approval and the tenderers cost shall be included in the tender pricing.
- 5.2.1.6 The onus shall be on the Tenderer to ensure that the material and equipment delivered, function in accordance with the requirements to this specification. Be advised that the DHL Stadium is currently exploring the option of changing the current pitch to a hybrid stabilized pitch, which will include natural grass and synthetic stabilizer. The successful tenderer must be proficient at maintaining both natural grass pitch as well as a hybrid grass, synthetic pitch

## **5.2.2 APPLICABLE STANDARDS**

The latest approved revisions of the following documents apply:

All cleaning, waste removal will comply with the latest amendment of the following standards, codes and statutory requirements, stipulations, regulations and provisions and all workmanship shall be carried out in accordance with the relevant safety procedures:

- Environmental Conservation Act No. 73 of 1989
- The Occupational Health and Safety Act, Act No 85 of 1993
- Municipal by-laws and Local Governing Body
- Local Fire-Brigade Regulations
- National Building Regulations SANS 10400
- All applicable SANS specifications, or BS specifications where no SANS Specifications exist
- Manufacturer's maintenance specifications
- The as-built record and maintenance manuals for each centre

## **5.2.3 TECHNICAL AND FUNCTIONAL REQUIREMENTS**

### **5.2.3.1 PHILOSOPHY**

The DHL Stadium has always enjoyed the notion of best practice, or that quality was not negotiable. The pitch is the centre piece to a multi-functional stadium that is the pride of Cape Town.

It is the CTS's desire to maximize the use of the stadium, including the pitch, but always achieving the highest quality.

The collaboration between the CTS and the Grounds man is paramount in achieving maximum use of the pitch at the highest quality.

The pitch is a sand based Netlon stabilized field with an automatic irrigation system, on a perched drainage system. This will change to a synthetic hybrid stich and natural grass system.

The pitch is a sand based hybrid stitching stabilized field with 50% hybrid stitching and 50% rye & fescue grass mixture.

### **5.2.3.2 EXPECTATIONS AND STANDARDS**

The pitch is to be managed to the highest quality at all times.

The maintenance facilities and surrounding pitch level hard stand areas are to be clean and neat at all times with equipment clean and packed away, with hand tools on suitable rakes. All fertilizers and chemicals are to be clearly labelled and stored on shelves. Any miscellaneous materials are to be stored in suitable containers. Staff are to be dressed in uniform at all times.

### **5.2.3.3 MEASUREMENT**

The pitch - 10600m<sup>2</sup>

Hardened surface - 2460m<sup>2</sup>

### 5. 3. THE SCOPE OF WORK IS THE MAINTENANCE OF THE STADIUM PITCH.

#### 5.3.1 Controlling Traffic and pitch protection

Constant play on the pitch will cause the turf to deteriorate and become unplayable and possibly dangerous to the athletes. Strict traffic management is the most effective tool in maintaining playability of the pitch. Practice areas are to be limited to restrict damage on the pitch. Consider movable goals, benches, bleachers, and fences to help further limit damage.

This management of the usage is to be done in collaboration between the grounds man and the operator.

The contractor is to provide signage to advise the general public to 'KEEP OFF THE GRASS'. Further, the contractor is to control the sea breeze that enters the stadium for the N.W. (North West) tunnel and protect the pitch from the salty wind.

The pitch protection needs to be carted from the pellets to and from the trollies with a **forklift only**. No other machinery is to be used. There needs to be six trollies for pitch protection to be used for transport of pitch protection from the storage area to the pitch.

All wooden pellets need to be maintained at all time. The pitch protection needs to be inspected after each event/usage and where needed repairs needs to be carried out.

#### 5.3.2 Daily Practices

Irrigate approximately 2-4 mm early in the morning if and when necessary.

Cut the pitch daily with a Cylinder Mower or Honda rotary mowers

Irrigate approximately 2-4 mm early in midday if and when necessary depending on moisture readings

#### 5.3.3 Weekly Practices

Field must be cleaned of debris with rotary walk behind mowers directly after a match.

Fertilize the Pitch weekly according to the Pitch Consultants recommendations

Repair all divots continuously using a Turf Doctor where necessary

All divots must be repaired using lady's forks

Do the Soccer/Rugby lines after mowing with a line marker and white paint

Brush cutting of the pitch perimeter

Rake the pitch weekly with a pull behind uni-rake or with the mini rakes attached to the Honda mowers. Alternatively mow after a match with the rakes or use the pull behind uni-rake

#### 5.3.4 Monthly Practices

Verti-Cutting with a walk behind mowers

Verti-Draining with 8 to 16 mm tines to a depth of 150 mm once a month or when required.

Application of a prescribed fertilizer in granular, powder or liquid form according to supplier recommendations

Application of pesticides as per consultant's recommendations, i.e. Fungicides and Insecticides.

#### 5.3.5 Annual Practices

Koro of entire Pitch to a depth of -5 mm, with a universal head Koro machine to remove excess organic material.

The Pitch will be inter-seeded with the Rye & Fescue grass seed mixture at 450 kg/ha using a Speed-seeder in four directions.

Topdressing / dust with a growing medium with equivalent properties than original Growing medium

#### **5.3.6 Thatch and Algae control**

The control of algae is considered of paramount importance in sand based pitch management. The grounds man is to consider the optimum method to address the build-up of algae. A combination of mechanical, chemical and cultural practices will be required to be employed to control the algae build up.

#### **5.3.7 Irrigation maintenance**

The contractor is fully responsible for the irrigation system.

The application of water on this field must be closely monitored at all times as it is a sand based field with a perched water table. The application of water will be determined by the stage of development of the grass and the season. At no stage is the field allowed to become water stressed. The application rate will be such that the medium does not become water logged.

The grounds man will determine as to when the water application will be applied considering best turf practice

#### **5.3.8 Mowing**

Mowing is important to maintain the health, playability, and aesthetics of the field. Mowing height of the pitch is set depending on the state of the pitch and the upcoming events for football max 28mm, for rugby max 28 – 32mm, and 35mm when the pitch is not in use. The areas outside of the playing surface can be raised to 40mm when the pitch is not in use

Keeping the grass consistently at low cutting heights added stress on the plants and will decrease vigour of the plants and playability over the long term. Mowing below the optimum height restricts root growth, favours weeds, and increases susceptibility to damage from insects, disease, drought, and traffic.

Mowing frequency depends on how fast the grass is growing (prevailing season and weather conditions dependent). Mow frequently enough so as not to remove more than 1/3 of the leaf blade in a single mowing, gradually adjusting the cutting height over several mows. Avoid mowing during midday when temperatures are high and the soil is dry because you may damage the turf. If you must mow during a hot and dry period, wait until temperatures moderate in the early morning or late evening.

Rotary mowers are to be used on the pitch mowed at two inches or higher. Most rotary mowers do not cut well at lower mowing heights. Reel type mowers, on the other hand, mow best below 30mm and lower.

Regardless of the mower type, mower blades must be sharp and may need sharpening four to six times a year or as required.

Clippings are to be removed from the pitch, regular use of the Honda is required to 'vacuum' as much of the cuttings off the pitch as possible.

The field is to be cut in various directions so as to raise the leaf to a vertical position and to facilitate a true and clean cut.

When preparing for a match, the mowing will be in the directions of the cutting pattern specified for that sport event, such as rugby or soccer, see the attached detail setting out the cutting

pattern for soccer. The cutting pattern for rugby is horizontal lines only.

### 5.3.9 Fertilizing

Fertilizing will be done based on the grounds man's ability to read the field and regular soil and folio analyses which are to be filled and recorded. Only turf registered products to be used on the field.

As sand based field, the fertilizer regime is a constant supply or feed to a medium that does not hold onto the fertilizer. There is a great deal of leached fertilizer, and as such the grounds man has to balance the grasses requirements and the mediums ability to hold the nutrients.

The field needs to be fertilized to maintain colour, density, and vigor. The field's fertilizer needs may vary due to:

- Weather: A rainy summer will stimulate growth and will usually necessitate more annual fertilizer than a dry summer.
- Soil type: Turf grown on a very sandy or a very heavy clay soil will need more fertilizer than turf grown on a silt loam soil. Soil type and pH will have a large effect on the amount of phosphorus and potassium that needs to be applied. Age and quality of existing field: A new field will need more fertilizer for the first few years to enhance density. Improving a neglected or thin field that needs significant over seeding or sprigging may also require more annual fertilizer for the first few years.
- Species: Perennial ryegrass needs slightly more fertilizer than other grass types.

The selection fertilizers will include natural or organics fertilizing and chemical fertilizer in powder or liquid form. The grounds man must have the equipment readily and available at all times to apply whatever fertilizer that is required.

Apply fertilizer uniformly over the field. It is best to adjust the spreader setting for the half rate of fertilizer and apply in two directions perpendicular to each other. For rotary spreaders, apply the fertilizer so the wheel is at the edge of the pattern from the previous pass. Improper spreading of fertilizer will result in "streaking", the alternate dark- and light-green stripes in the field. Irrigation or rain following fertilization is important to move nitrogen off the leaf blades and into the soil.

Some fertilizer/herbicide combination products cannot be watered-in, so be sure to read the label instructions.

Avoid applying fertilizer to drought stressed or dormant turf, or when temperatures are over 25°C. The contractor is to provide a fertiliser program to ensure that the following % levels are attained and maintained (As per pricing schedule)

#### Sufficiency concentrations for Cool Season Turf grass and Warm Season Turf grass

Nutrient	Cool Season Grass	Warm Season Grass
Nitrogen (N), %	4.0 –5.0	3.0 – 4.0
Phosphorus (P), %	0.3 - 0.6	0.2 – 0.4
Potassium (K), %	2.2 – 3.5	1.8 - 2.25
Calcium (Ca), %	0.25 – 0.75	0.25 - 0.50

<b>Nutrient</b>	<b>Cool Season Grass</b>	<b>Warm Season Grass</b>
<b>Magnesium (Mg), %</b>	<b>0.2 – 0.4</b>	<b>0.15 – 0.30</b>
<b>Sulphur (S), %</b>	<b>0.2 – 1.0</b>	<b>0.15 – 0.65</b>
<b>Zinc (Zn), mg/kg</b>	<b>20 – 70</b>	<b>15 – 70</b>
<b>Copper (Cu), mg/kg</b>	<b>5 – 15</b>	<b>5 – 20</b>
<b>Manganese (Mn), mg/kg</b>	<b>25 – 300</b>	<b>20 – 300</b>
<b>Iron (Fe), mg/kg</b>	<b>50 – 300</b>	<b>50 – 250</b>
<b>Boron (B), mg/kg</b>	<b>3 - 20</b>	<b>5 - 60</b>

### 5.3.10 Spraying

Controlling Pest/Fungicides – The grounds man will also be required to have a certificate in accordance with the fertilizer, farm feeds, Agricultural Remedies and Stock Remedies Act No 36 of 1947 as stipulated in the South African law. (Certificate of registration of pest control operator which includes Plant pest & disease, weed control program) NB. These documents need to be included when the tender is submitted. Most pests can be minimized, if not eliminated, by proper fertilizing, watering, aerating, and mowing. However, pesticides may be needed in certain cases.

The labels on pesticides will normally state when traffic can be allowed back into an area following an application. As a rule of thumb, once a pesticide is allowed to dry on the leaves, it is very improbable that it can be removed by contact. To be extra cautious, it would be wise to limit traffic on a field within 24 hours after any pesticide application.

Always follow the label instructions when using any pesticide. The labels on most herbicides indicate that they cannot be used before seeding and sprigging or on seedling turf.

Herbicide are not permitted on this pitch unless agreed to by the City or a representative.

Rust, red thread and dollar spot may cause problems on field if there is a low level in nitrogen.

Generally, increasing the annual rate of N should limit these diseases in the future. Brown patch and Pythium are two diseases that may cause extensive damage in the fields with a high percentage of perennial ryegrass and are heavily fertilized.

Preventative fungicide schedules should be used only on fields with a history of disease problems or before an upcoming series of event.

The preference is for the grounds man to employ an integrated pest control program. This is to be carried out in the light that the pitch surface cannot be compromised at any time.

The grounds man is to inspect the pitch as regularly as possible to ensure that he will identify any pest development and deal with it immediately.

#### 5.3.11 Over seeding

With the constant traffic on soccer fields, it is important to over seed regularly during the year to maintain density. Over seeding is to be done at the optimum season, however, events in the stadium will affect this decision. The grounds man is to evaluate and make the best recommendation. However, for the highest quality field, over seeding can and should be done at any time of the year as long as there is adequate irrigation to provide for germination and establishment. The species used on the pitch 70% Regenerating Perennial Ryegrass (RPR) and 30% Rhizomatous Tall Fescue (RTF)

When over seeding, apply a starter fertilizer before seeding based on the soil analyses. Then aerify the field by verti draining the pitch with a solid tine to a shallow depth considering the Netlon stabilization. Apply the seed to the field with power over seeder such as a speed seeder, which is a machine that will drop the seeds into small grooves that it cuts into the soil. Try to make two to four passes over the field in different directions with over seeder to insure a uniform seeding. After seeding, water the newly-seeded area three to four times daily with light irrigation. Continue to mow frequently with cylinder mowers to limit shade and competition from the established turf. A follow up fertilizer program is to be implemented with a preventative spray program to ensure uniform seed germination.

#### 5.3.12 Aerifying

This turf practice can only be done with light verti-cutting of solid tinning with a slight 'heave'. The introduction of a new hybrid stich / natural grass stabilizer system will dictate the option available to aerate

#### 5.3.13 Topdressing

Considering the stabilizing system of Netlon, any topdressing or dusting **is not recommended**.

Any topdressing or dusting that may be done is to be of the same source and grade as what the pitch is manufactured from.

Top dressing is to be considered after all other turf practices have been explored.

Light topdressing or dusting to be done quarterly on the hybrid stitched pitch

#### 5.3.14 Lights

The CTS has invested in the turf lights which are to be used on the northern side of the pitch during the winter season.

It is the grounds man responsibility to position the lights as required and move the lights to achieve maximum coverage.

It is the grounds man responsibility to gain a full understanding as to how to manage the lights to achieve maximum effect and use out of the lights.

The grounds man is to inform the CTS of when the globes are to be replaced, and too keep a minimum of three globes in stock at all times.

The grounds man is to fully understand the method of setting the lights out and connecting the lights to the power source.

### 5.3.15 Match day preparation

Match day and pre match day, repairs post-match, Pitch repair after events

The grounds man will be required to prepare a pitch for sports events. This includes the preparation of the turf to the highest standard in the run up to the event. The grounds man is to provide a detailed program to the Infrastructure manager setting out the works preceding the event and if there are any potential problems.

Further, the grounds man is required to erect the goal posts and nets, set out the lines as specified by the sports code, team benches and corner flags.

The irrigation will be switched off at the main after the final watering. It may be that the teams opt to Have the field 'synged' before the game, then the water mains will be switched off after that watering.

Lines and set-up of pitch will be prepared a day before a match. Field to be marked as set out by the sports codes standard dimensions (see attached dimensions for rugby and football).

The grounds man is required to arrange a divot team of 4 -8 persons to divot the pitch at half time, and then a thorough fixing after the game. After the devoting, the field will be vacuumed with the Honda's and thereafter watered, and the lights set out. A booster fertiliser will be applied shortly after the game. (NB. Divot team will be determined by Stadium Management according to the profile of the event)

The grounds man will be required to set out pitch protection units from time to time in preparation of an event. This requirement will include, but not be limited to the laying, lifting, cleaning and correctly stacking of all used units. The tenderer will be able to provide sufficient proof that the said groundsman has been appropriately trained by the supplier (Terraplas) in the correct setup, strike, and maintenance procedures of the product.

### 5.3.16 Waste management and recycling

Cuttings are to be removed from site on a daily basis.

## 5.4 RESOURCES

5.4.1 Staff - One full time grounds man with a minimum of 5 years' experience in managing sand based stadium sports fields, and a minimum of a SPORT TURF MAINTENANCE LEVEL 04 or equivalent. The grounds man needs to have major sports event experience in the setup, implementation and execution for sport tournaments. **The grounds man will also be required to have a certificate in accordance with the fertilizer, farm feeds, Agricultural Remedies and Stock Remedies Act No 36 of 1947 as stipulated in the South African law. (Certificate of registration of pest control operator which includes Plant pest & disease, weed control program) NB. These documents need to be included when the tender is submitted.**

- Four full time assistants, with a minimum of a NQF1 qualification and 5 years' experience in assisting with turf management.
- Temporary staff
- Divot team to be determined by stadium management

- Events staff depending on the nature of the event .

#### 5.4.2 Equipment and Machinery

Required ownership of similar or equal suitable plant and machinery to adequately perform the necessary maintenance tasks, which is in optimum working order.

- Ride on Triplex mower not older than three years – min of 2
- Gator Walkman utility vehicle not older than two years – min of 2
- Gator attachable Boom Sprayer not older than two years – min of 2
- Speed Seeder – min of 2
- PTO Driven **universal head** KORO machine – min of 2
- Walk behind Fertilizer spreader– min of 2
- Pitch Protection transporter trolleys (min of six)

#### 5.4.3 Hand tools

- Divot forks (manufactured) or adjusted ladies' forks
- Hand spades
- Forks
- Equipment tool kit
- Level bar
- Underhill magnum nozzle x 2
- Blowers (min four)
- Socket and screwdriver set

The above is the “hand tools” that the contractor will be required to purchase.

#### 5.4.4 CTS owned machinery and equipment

These machines will be handed to the successful tenderer in good working condition with proof that the machines have been serviced (see log book) within the last week of the incumbent's maintenance period.

Cost for breakages to the lawn mowers i.e. motor, clutch and gearbox will be for the account of the CTS whereas the normal services of the machines will be for the account of the contractor.

The contractor is required to continue with the services as per the manufacturer's specifications, and to keep the machines in full operating state. Services are to be scheduled so that it does not conflict with general maintenance.

The machine list of equipment that belongs to the CTS is:

- Dennis x 2
- Honda x 6
- Procor x 1
- Line marker x 1

The contractor is to ensure that the staff is trained in the use of the equipment. Written confirmation of competence is to be presented to the CTS.

#### 5.4.5 Contractor owned machinery and equipment

Self-propelled spray unit that can be calibrated. The weight of the unit is to be as light as possible.

1. A utility vehicle with turf tyres
2. All machinery brought on site will be sterilized and clean to prevent contamination to the nursery and stadiums pitch

#### 5.4.6 Pitch Lights

The incumbent will hand the light units back to the stadium in full working condition, having repaired and damages. The incumbent contractor will also hand over manuals and 'chokkas' at the conclusion of their contract.

The grounds man will be required to investigate and become familiar with the use of turf grow lights if he has not had previous experience

#### 5.4.7 Outsourced

See specialized equipment.

#### 5.4.8 Facilities

The contractor will be provided a store that will house an office, mess room, meeting room, storage for equipment and materials and a separate chemical store.

### 5.5 **REPORTS ADMINISTRATION**

The following reports are intended to be gathered accurately and loaded in a format so that a body of information can be built for the CTS to better manage the field in future.

The contractor will report to the CTS on a weekly basis based on the following:

- 5.5.1 Grass cover measured in % as noted over the preceding week, identifying the coverage disparity between the predominantly shady and sunny sides of the pitch. The report is to include ware and tare caused by any associated works. The evaluation will be done on a weekly basis, and reported as such. The report of this analysis will be demonstrated as being in the four quadrants of the pitch (NE, NW, SE, and SW)
- 5.5.2. Moisture measured in % as noted in the previous week. The report is to include a general comment on the performance of the irrigations system and any adjustments or repairs that may have been made or may need to be made. This evaluation will be done on a daily basis, and the report will reflect this. The report of this analysis will be demonstrated as being in the four quadrants of the pitch as well as the goal mouths and centre spot (NE, NW, SE, SW, GMN, GMS, and CS). The contractor will select a minimum of two points in each quadrant and take a minimum of three reading at each point. The report will indicate the average in each quadrant.
- 5.5.3. Hardness measured in gravities as noted in the previous week. The report is to include the grounds man's identification of any trends on the pitch and how it will be addressed. The evaluation will be done on a weekly basis, and reported as such. When approaching an event, this item will be evaluated on a daily basis from 1 month before hand and reported as such. This evaluation will be done on a weekly basis, and will increase to daily one month before the event, and the report will reflect this. The report of this analysis will be demonstrated as being in the four quadrants of the pitch as well as the goal mouths and centre spot (NE, NW, SE, SW, GMN, GMS, and CS). The contractor will select a minimum of two points in each quadrant and take a minimum of three reading at each point. The report will indicate the average in each quadrant.
- 5.5.4. Traction measured in Nm. The report is to include the grounds man's identification of any trends

on the pitch and how it will be addressed. This evaluation will be done on a weekly basis, and will increase to daily one month before the event, and the report will reflect this. The report of this analysis will be demonstrated as being in the four quadrants of the pitch as well as the goal mouths and centre spot (NE, NW, SE, SW, GMN, GMS, and CS). The contractor will select a minimum of two points in each quadrant and take a minimum of three readings at each point. The report will indicate the average in each quadrant.

5.5.5. Sward height measured in mm. The contractor is to advise on the current cutting height and when it will change to prepare for an upcoming event. The evaluation will be done on a weekly basis, and reported as such. The report of this analysis will be demonstrated as being in the four quadrants of the pitch (NE, NW, SE, and SW)

5.5.6 Level tolerance. The contractor is to advise if there are any areas of the pitch that may need to be addressed due to identified low or high points in the field as a result of activity on the pitch. The evaluation will be done on a monthly basis or after an event and reported in quadrants.

5.5.7 Reports before and after events which will include specific reports on the status of both the stadiums and nursery pitch, the reports will also include pre and post programs to rectify damages incurred before and after events, OR any ad hoc reports.

5.5.8. The contractor is to report and update on any:

- Chemical treatments and why,
- Fertilizer applications or
- Turf practices
- Prevailing weather conditions and forecast
- State of the nursery
- Use of the light

The grounds man is to supply a turf program one month in advance.

## **5.6. TESTING AND INSPECTING**

No fertilizing is to be undertaken unless a leaf and soil analyses has been done within the last two months.

General pitch performance:

- Grass cover – measured in % - target >95%, using
- Moisture measured in % - target 21 – 28, using
- Hardness – measured in gravities – target 75 – 80, using
- Traction – measured in Nm – target 45 Nm, using
- Sward height – measured in mm – for football max 22mm, for rugby max 28 – 30mm, general 35mm, using
- Level tolerance – 5mm over 3m, using
- Prevailing weather conditions

## **5.7. PAYMENT**

The contractor will be paid based on his performance to keep the lawns on in a good state, and kept mown and edged at all times.

The contractor will be paid for any turf practices that are agreed to, provided they are undertaken in a proficient manner, rendering the desired effects.

### Non-performance and penalties

Similarly, if the contractor does not perform to the standards set, PAYMENT will be deducted, once the necessary communications and processors have been followed:

Incomplete works:

- E-mail notification of uncompleted works
- The contractor will have 24hrs to remedy the situation
- Failure to complete the works will result in a second e-mail
- The contractor will have 24 hrs to remedy the situation
- Failure to complete the works will result in a PAYMENT deduction of R2000,00 and this will be recorded. After three such instances per 3 months, the contract may be suspended.

## 5.8 DRAWINGS & DETAILS

### **Sample of site data report schedules**

The following samples schedules are designed to allow the grounds man to record site data as required by the CTS to inform the performance of the field and grounds man, but also to form a body of data, that will inform decisions on the field in the future.

Chemical treatments and turf practices

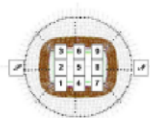
Cape Town Stadium Pitch	Pitch= 11475m <sup>2</sup>
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Date	Chemical	Unit	Fertiliser	Spray	Rate	Total	Active Ingredient	S/C	Rate / ha	N	P	K	Ca	Mg	S	Fe

The following schedule is to report pitch performance readings

Weekly measurements Report	Frequency	Mon	Tues	Wed	Thurs	Fri
Coverage						
Moisture						
Hardness						
Traction						
Sward height						
Level tolerance						

**The following schedule covers environmental issues**



2010GPS - Pitch environment monitoring schedule

G	Ground temperature
A	Air temperature
W	Irigation and rain measured per day
L	Light

The following is a grading for the Light report	
F	Full sun
S	Shade
G	Light through roof glass

Date	Time	Zone 1				Zone 2				Zone 3				Zone 4				Zone 5				Zone 6				Zone 7				Zone 8				Zone 9			
		G	A	W	L	G	A	W	L	G	A	W	L	G	A	W	L	G	A	W	L	G	A	W	L	G	A	W	L	G	A	W	L	G	A	W	L
27/10/200	10:00																																				
	13:00																																				
	16:00																																				
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WEATHER REPORT:

FERTILISER APPLICATION

CHEMICAL SPRAY

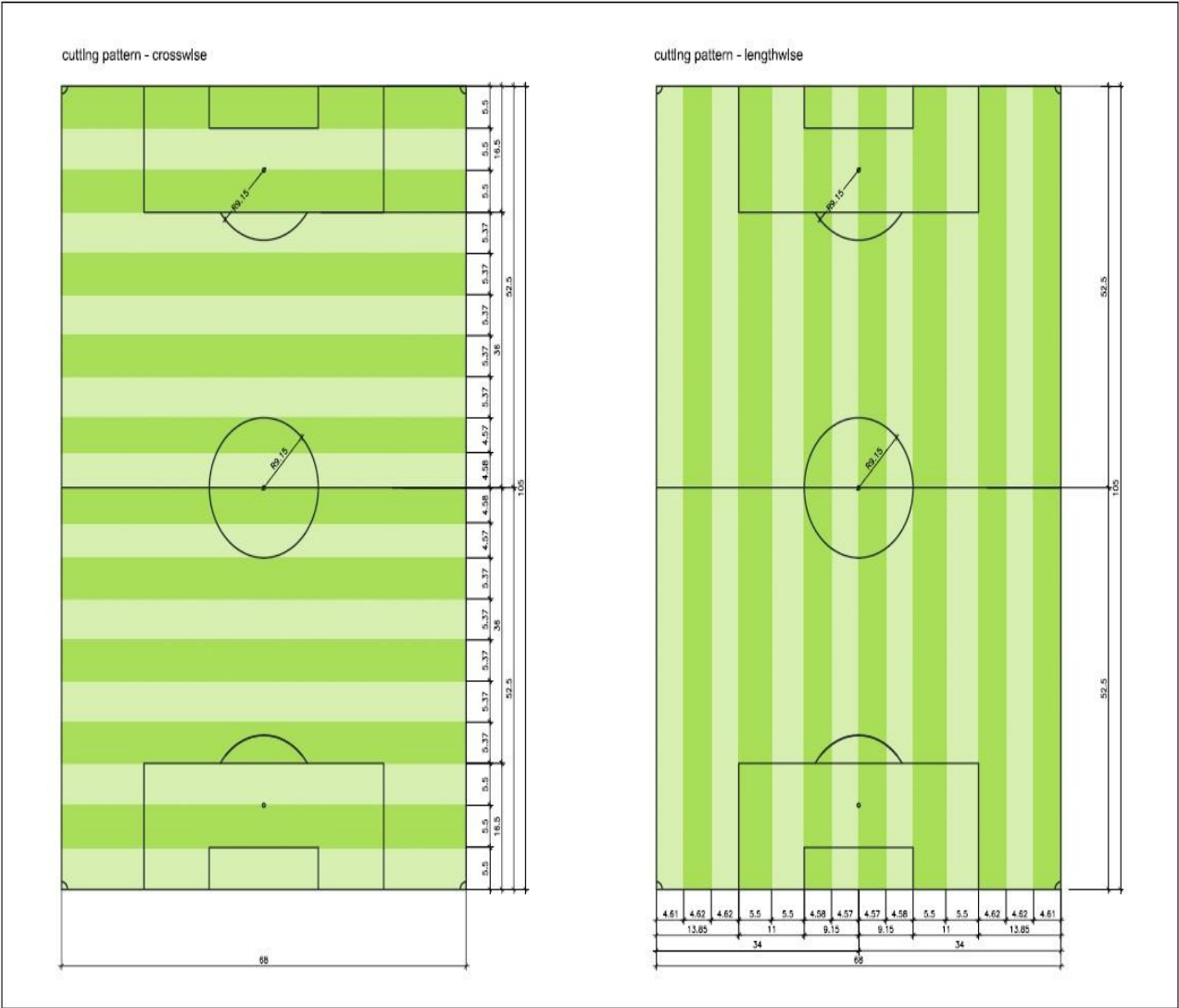
PITCH REPORT

GENERAL

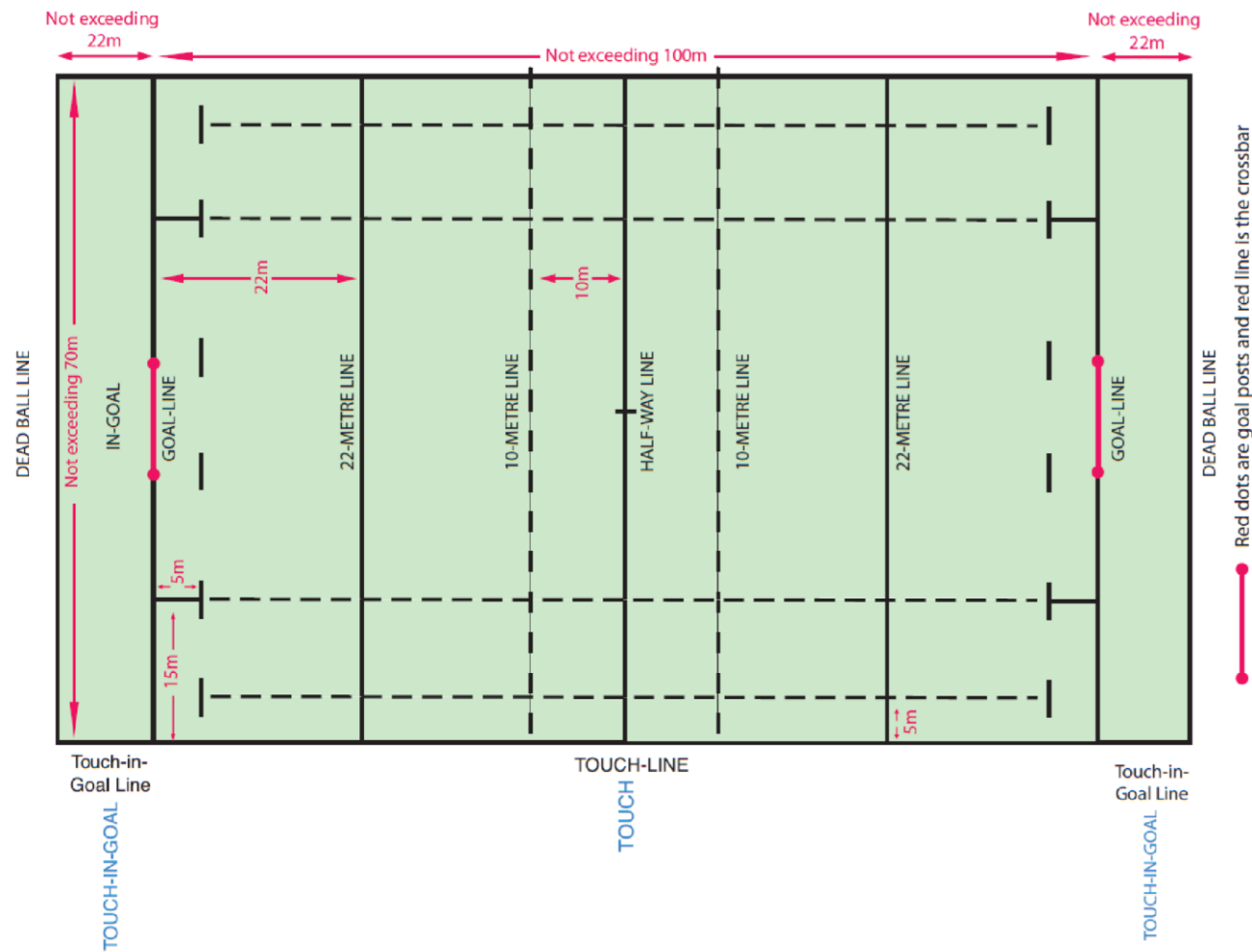
External temp	MON	TUES	WED	THUR	FRI	SAT	SUN
---------------	-----	------	-----	------	-----	-----	-----

measure air temp before and after watering  
see [www.windguru.com](http://www.windguru.com) for balance of data  
data is to be loaded in graph format

The patterns described below are for soccer matches. The diagram described the field line setting out as well.



The patterns described below are for rugby matches. The diagram described the field line setting out as well.



## Subsidiary information Netlon details

NETLON

NETLON

TWO SYSTEMS

Advanced Turf

Advanced Turf

Netlon Advanced Turf is a unique system that has been developed to provide a realistic and durable artificial turf surface for use in a wide range of applications. The system is made from high-quality materials and is designed to be installed on a variety of surfaces, including concrete, asphalt, and grass. The system is also designed to be easy to maintain and to last for many years.

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your solution for:

for sports areas, roads, playgrounds, gardens, etc.
ports, roads, sports areas, etc.

**NYLON**

TURF SYSTEMS

# Advanced Turf

## Installation

- Adhesive, wetted grass surface
- High load bearing capabilities
- Quick rolling
- Rapid surface drainage

## Maintenance

- Turf care
- Emergency vehicle access (e.g. F150)
- Check air ports
- Spray water
- Aerate water

## Installation

Each application of Nylon Advanced Turf is different. Nylon's natural qualities can provide full control of the surface and allow for evolution.

There are two Nylon Turf Systems of the surface layer to better understand the use and essential products.

Turf care and water maintenance

**NYLON**  
TURF SYSTEMS

Each application of Nylon Advanced Turf is different. Nylon's natural qualities can provide full control of the surface and allow for evolution.



1. Nylon Advanced Turf installation layer - Turf care and water maintenance



## your solution

for 1-2 acres of turf	for 3-4 acres of turf	for 5-6 acres of turf	for 7-8 acres of turf
for 9-10 acres of turf	for 11-12 acres of turf	for 13-14 acres of turf	for 15-16 acres of turf

## Installation Of Slopes

1. The design of each slope will be project specific; therefore variable sub-grade and sub-base materials will be involved. Consultation with a Netlon technician is strongly recommended prior to slope construction and installation.
2. Placement and handling practices for the ATS are the same as previously described for all other applications. However, for areas that involve placing of the ATS rootzone onto steep slopes where consolidation using a roller is not possible, the consolidation procedure can be achieved by applying localised heavy pressure with the

bucket of an excavator type machine. An operative should then use hand tools to carefully grade the slope to achieve an even finish.

3. Washed turf is the preferred surface finish option for slopes and it may require pegging into place until the roots have grown into the ATS rootzone.

Project specific technical advice for design and installation of Advanced Turf areas can be obtained from Netlon Ltd.

**Table 1: Compaction Requirements For granular Sub-base Material.**

Type of compaction Plant	Category	Number of passes for layers not exceeding the following Compacted thicknesses:		
		110mm	150mm	225mm
Smooth wheeled roller (or vibratory roller operating without vibration)	mass per metre width of roll: 2700kg up to 5400kg over 5400kg	16 8	unsuitable 16	unsuitable unsuitable
Pneumatic tyred roller	mass per wheel: over 4000kg up to 8000kg over 8000kg up to 12000kg over 12000kg	12 12 10 8	unsuitable unsuitable 16 12	unsuitable unsuitable unsuitable unsuitable
Vibratory roller	mass per metre width of roll: over 700kg up to 1300kg over 1300kg up to 1800kg over 1800kg up to 2300kg over 2300kg up to 2900kg over 2900kg up to 3600kg over 3600kg up to 4300kg over 4300kg up to 5000kg over 5000kg	16 6 4 3 3 2 2 2	unsuitable 16 6 5 5 4 4 3	unsuitable unsuitable 10 9 8 7 6 5
Vibrating plate compactor	mass per square metre of base plate: over 1400kg up to 1800kg <sup>2</sup> over 1800kg up to 2100kg <sup>2</sup> over 2100kg	8 5 3	unsuitable 8 6	unsuitable unsuitable 10
Vibro tamper	mass: over 50kg up to 65kg over 65kg up to 75kg over 75kg	4 3 2	8 6 4	unsuitable 10 8
Power rammer	mass: 100kg up to 500kg over 500kg	5 5	8 8	unsuitable 12

Extracted from The Department of Transport Specification for Highway Works, December 1991, reprinted August 1993, Series 800 Road Pavements - Unbound Materials Table B/1.

**Table 2: Netlon Advanced Turf rootzone consolidation.**

Type of compaction Plant	Category	Advanced Turf Rootzone*	
		Maximum compaction thickness (mm)	Number of passes required
Vibratory roller	mass per metre width of a vibratory roll: over 270kg up to 450kg over 450kg up to 700kg over 700kg up to 1300kg (e.g. A Bomag 80 or 120) over 1300kg up to 1800kg over 1800kg up to 2900kg over 2900kg up to 3600kg	75	8
		75	6
		125	5
		150	4
		150	2
		175	2
Vibrating plate	mass per m <sup>2</sup> of base plate of a vibratory roll: over 880kg up to 1100kg over 1100kg up to 1200kg over 1200kg up to 1400kg over 1400kg up to 1800kg over 1800kg up to 2100kg over 2100kg	unsuitable	unsuitable
		75	5
		75	3
		75	3
		125	3
		150	3
		200	3

\*Important note: Where the heaviest vibratory roller available is less than 2900kg per metre width, then the rootzone must be laid and compacted in layers not exceeding 150mm (i.e. 200mm thickness to be laid and compacted in two layers).

Netlon Advanced Turf is patented in the UK, the USA and other countries.

Netlon and Tensar are registered trademarks of Tensar International Limited in the UK, the USA and other countries.

This information in this document is of an illustrative nature and is supplied without charge. It does not form part of any contract or intended contract with the user. Final determination of the suitability of any information or material for the use contemplated and the manner of use is the sole responsibility of the user and the user must assume all risk and liability in connection therewith.

# Conwed Product Specification sheet

Date: 25/08/2008

Revision: V1



Finished Product Item: R06009-9002

## 1. Product Specifications

Material: PP

Colour: Brown

Additives: -

	Average	Minimum	Maximum
Weight of 1 mesh-element:	0,21 gram	0,19	0,23 gram
Total weight mesh-elements per bale:	x	20	x Kg
Breakloads:			
MD breakload :	216 N/10cm	193	239 N/10cm
TD breakload :	216 N/10cm	193	239 N/10cm

## 2. Roll Specifications:

Number of mesh-elements per bale:	95.230	86.950	x
Finished Roll Diameter:	x mm	x	650 mm
Finished Roll Weight:	24 Kg	23	25 Kg
Weight of mesh-elements per meter:	0,23 Kg	0,19	0,27 Kg

## 3. Packaging:

Core Size: 3 inch

Core length: 970 mm

Wrapping: sleeve bag

Palletizing: No

Special packaging / labeling instructions / Remarks:

+ Packaging:

- Each bale is packed into a sleeve bag
- Twisted wire on both sides to close the sleeve bag.

+ Labels:

- On each bale a big Netlon label (4"x6").

## General remark:

"Made To Order" - Production orders can show 10% variation between ordered quantity and delivered quantity.

For Example: Order for 20 rolls; delivery can be 18 to 22 rolls.

Bales may contain up to 0,02 weight% of irregular cut mesh-elements due to stop/start-ups during the production process.

## General disclaimer:

The above values are indicative. Conwed Plastics has the right to change the specifications without giving prior notice.

Please mail this 'signed for approval' product specification sheet back to "jurgen.neuteleers@conwedplastics.com".

In case of no response before 08/09/2008 , Conwed will consider this document as signed for approval.

Signed for Approval:	Date:	Signed for Approval:	Date:
	25/08/2008	.....	...../...../.....

## Shade study

The shade study is available on request.

## Hemiview study (Extracts) and SGL's recommendations

### ANALYSIS OF PLAYING SURFACE LIGHT LEVELS IN STADIA FOR FIFA WORLD CUP SOUTH AFRICA 2010

#### SUMMARY

Light levels for grass growth were assessed in key stadium venues for the FIFA World Cup South Africa 2010. This was done to assess the severity of shade issues and predict numbers of lighting units required to address any problems identified. Recommendations for the numbers of main lighting units required in the different stadia analysed are summarised below. Where lighting units have been recommended, we would also advise that one or two small goalmouth units are considered to treat localised high wear areas, particularly the north goalmouths.

#### Lighting unit recommendations (SGL 360 with 1000 W armatures)

Stadium	Number of lighting units
Soccer City	1
Ellis Park	1*
Loftus Versfeld	0
Mbombela	2
Free State	0
Moses Mabhida	3
Green Point	4
Nelson Mandela	3

\* consider use of smaller units to treat narrow area of shade that runs along the length of the north goal line.

#### INTRODUCTION

The STRI were engaged to analyse shade issues in the main stadia to be used for the 2010 World Cup in South Africa. To do this, a tour of stadia was completed in the period from 26 February to 4 March 2010. In each stadium, a series of hemispherical images were recorded covering the playing surface of the pitch. Each image is an upward-looking record of sky obstruction and sky opening. Digital analysis software was then used to predict light levels reaching the playing surface at different times of the year. This information has been used to assess the distribution and severity of shade issues in the World Cup stadia. It has also been used to predict the supplementary lighting requirements to increase light levels in heavily shaded areas to non-limiting levels. The intention of this report is to provide a brief summary of the main findings and provide independent recommendations for the numbers of supplementary lighting units that would be required in each stadium. Please note that the benefits of supplementary lighting will only be realised if the lights are deployed on the pitch. It will be important to ensure that time is available to do this within the build-up to and during the event.

For the purpose of this exercise, it has been assumed that there will be 20 days available in May, June and July when lighting units could be deployed. The average minimum light level to achieve has been set to 12 mol/day, a level that should support strong growth and recovery of perennial ryegrass turf. Within this, it has also been assumed that when deployed the units will be operational for 20 hours per day. In terms of efficient use of the lights, we feel it appropriate to concentrate their use either side of the peak in natural light levels. In this regard, areas of the playing surface may become light saturated for periods during the middle of the day, operating lights in these conditions will not provide added benefits. In full shade areas, where deployment times have been limited, it may be appropriate to operate for the full 24 hours available per day. Please be very aware that deployment of lights will change the requirements for irrigation and other management inputs. The needs of the pitch should be monitored carefully to ensure that other factors, particularly moisture levels, do not become limiting factors where the lights have been deployed.

#### **SHADE ANALYSIS AND LIGHTING UNIT RECOMMENDATIONS**

Light distribution diagrams for May, June and July are presented for each stadium. Information for other months is available on request. In this report, the information has been restricted to the key period covering the build-up to and duration of the event. Additional to this, the calculations used are summarised in a series of tables. These provide additional guidance regarding the deployment of the main lighting units. Please note that these initial plans will need to be adapted to fit in with stadium usage patterns. They will also have to be adapted to suit localised factors like differential wear. To make this work well, someone on site needs to be capable of assessing the local situation and be prepared to revise plans to address needs as they develop. For the purpose of this exercise, it should be noted that the analysis is based on the SGL MU 360 fitted with 1,000 W armatures. We feel that this unit is the best option for the South African conditions and situation. It is our view that the higher power unit gives greater flexibility and provides a more capable solution if quick results are needed.

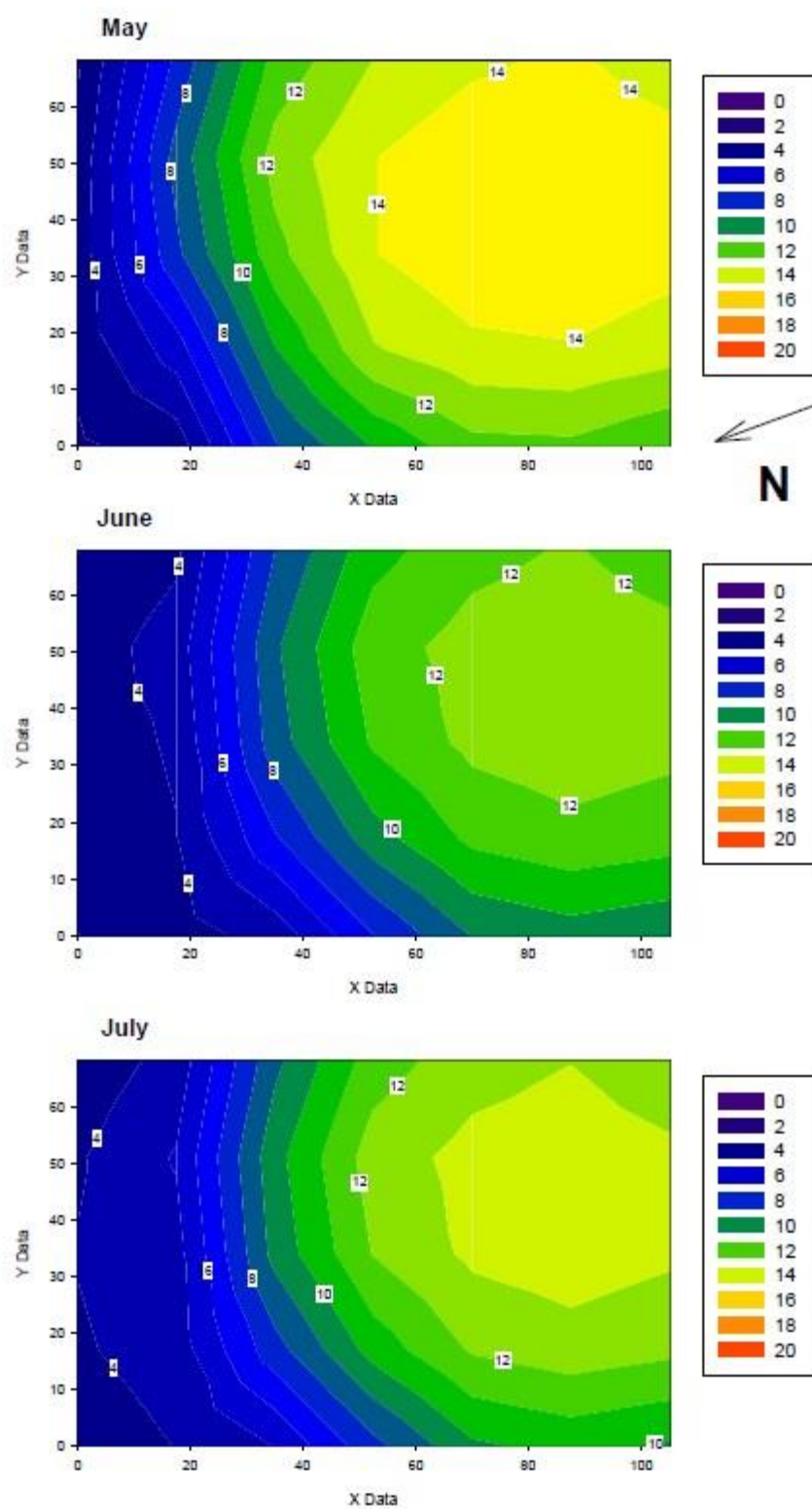
#### **Green Point**

The Green Point stadium in Cape Town will suffer from significant shade during May, June and July. The area of shade will extend southwards from the north goal line for between 40-50 m at its worst in June. Our recommendations are that shade issues in this stadium could be addressed using four main lighting units. Please note that we have adjusted our calculations slightly for this stadium to increase light input in May a little at the expense of a slight reduction in June. The net effect of this is to increase the lighting requirement in May from 3 to 4 units. In June, the requirement drops from 5 to 4 units. As in other stadia requiring lights, some provision to treat localised wear patches is appropriate. Two small goalmouth units (ideally with 1000 W armatures) should be considered in addition to the main units.

#### **NATURAL LIGHT DISTRIBUTION DIAGRAMS FOR WORLD CUP STADIA IN SOUTH AFRICA**

The information presented covers the key build-up period and the event itself (May, June and July). This information has been used to predict supplementary lighting requirements where significant shade issues have been identified.

## Cape Town-Green Point



## SUPPLEMENTARY LIGHTING CALCULATIONS

Summary tables showing the calculations made for different stadia are presented on the following pages. These provide details of the values used to calculate lighting requirements. They also provide an initial guide for deploying the lighting units on the playing surface. Please note that this will probably have to be adapted to suit usage and wear patterns. A diagrammatic representation of the numbering system used for the lighting unit deployment positions is provided below (P02 is the north goalmouth and P17 the south goalmouth).

Deployment positions					
P01	P04	P07	P10	P13	P16
P02	P05	P08	P11	P14	P17
P03	P06	P09	P12	P15	P18

## Green Point Stadium Lighting Requirements

## SGL 360 1000W

Deployment positions	18	Area covered per position=360				Area to cover=6,480							
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Target minimum per day (mol/day)		12.0	12.0	12.0	12.0	13.0	11.0	12.0	12.0	12.0	12.0	12.0	12.0
Daily lighting hours	20												
Light energy (micro mol)	280												
Total from lights (mol)	20.16												
Power to run one rig (kwh)	62.7												
Deployment days available per month		25	22	25	25	20	20	20	25	24	25	24	25
Lighting rigs to meet restricted deployment times		0.0	0.0	0.0	1.0	4.0	4.0	4.0	2.0	1.0	0.0	0.0	0.0

## Lighting rig deployment (number of days per month to reach target light levels)

Position	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
P01	0.0	0.0	0.0	0.0	11.6	10.9	12.0	7.1	0.0	0.0	0.0	0.0
P02	0.0	0.0	0.0	0.0	11.4	10.7	11.8	6.6	0.0	0.0	0.0	0.0
P03	0.0	0.0	0.0	5.0	14.2	11.2	12.4	10.1	3.7	0.0	0.0	0.0
P04	0.0	0.0	0.0	0.0	4.9	7.0	7.7	0.0	0.0	0.0	0.0	0.0
P05	0.0	0.0	0.0	0.0	5.1	7.0	7.7	0.0	0.0	0.0	0.0	0.0
P06	0.0	0.0	0.0	0.0	9.7	9.4	10.3	4.6	0.0	0.0	0.0	0.0
P07	0.0	0.0	0.0	0.0	0.5	1.8	2.1	0.0	0.0	0.0	0.0	0.0
P08	0.0	0.0	0.0	0.0	0.3	1.7	2.0	0.0	0.0	0.0	0.0	0.0
P09	0.0	0.0	0.0	0.0	4.3	6.0	6.6	0.0	0.0	0.0	0.0	0.0
P10	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
P11	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
P12	0.0	0.0	0.0	0.0	1.4	2.7	3.1	0.0	0.0	0.0	0.0	0.0
P13	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
P14	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
P15	0.0	0.0	0.0	0.0	0.3	0.9	1.2	0.0	0.0	0.0	0.0	0.0
P16	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
P17	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
P18	0.0	0.0	0.0	0.0	0.7	0.8	1.1	0.0	0.0	0.0	0.0	0.0

## 5.9 Lights

The stadium uses mobile turf lights to assist with the growing conditions, specifically on the northern side of the pitch. The contractor is required to move the lights from point to point so as to cover the required area in the best sequence and in the time available. This operation may be affected by events from time to time.

SGL MU360

The CTS has purchased two units.

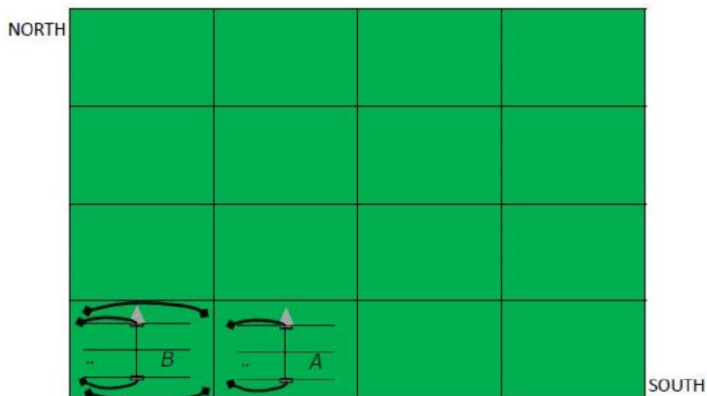


The following is the recommended movement of the lights over the shadier parts of the field to maximise the use of the lights. The grounds man will analyse and move the lights to maximise the effect.

### POSITIONS SGL UNITS CAPE TOWN GREEN POINT STADIUM



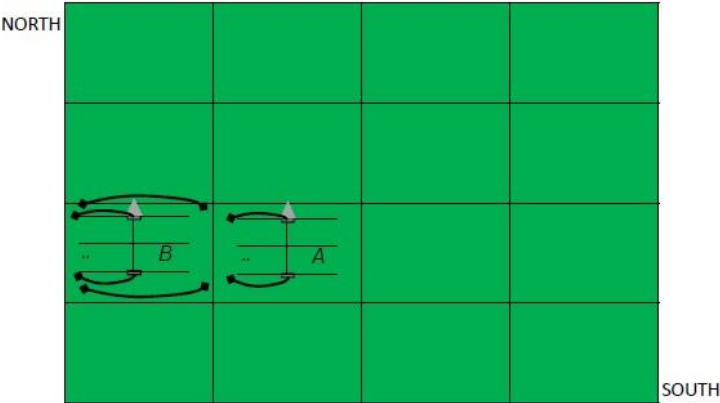
#### Position No 1



POSITIONS SGL UNITS  
CAPE TOWN GREEN POINT STADIUM



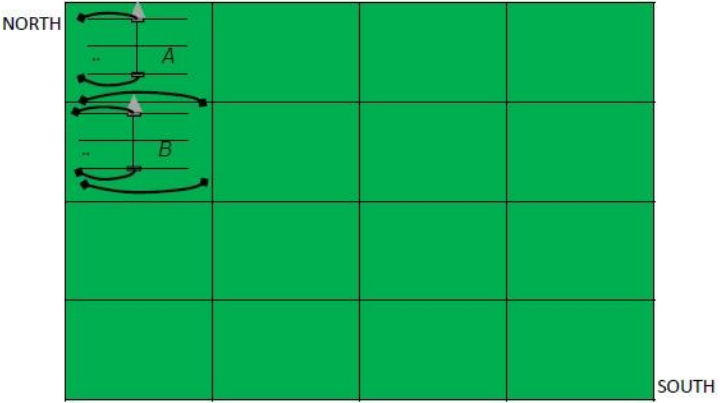
Postion No 2



POSITIONS SGL UNITS  
CAPE TOWN GREEN POINT STADIUM



Postion No 3



**Recommended schedule units SGL Concept**  
**CAPE TOWN GREEN POINT STADIUM**



Position	From:	To:	Hours	Remarks
1	12-05-10 17:00	14-05-10 16:00	47:00	
2	14-05-10 17:00	17-05-10 8:00	63:00	
3	17-05-10 9:00	19-05-10 9:00	48:00	
1	19-05-10 10:00	21-05-10 10:00	48:00	
2	21-05-10 11:00	23-05-10 11:00	48:00	
3	23-05-10 12:00	25-05-10 12:00	48:00	
1	25-05-10 13:00	27-05-10 13:00	48:00	
2	27-05-10 14:00	29-05-10 14:00	48:00	
3	31-05-10 15:00	2-06-10 15:00	48:00	
1	2-06-10 16:00	4-06-10 16:00	48:00	
2	4-06-10 17:00	7-06-10 8:00	63:00	
3	9-06-10 9:00	10-06-10 9:00	24:00	
1	12-06-10 8:00	13-06-10 8:00	24:00	
2	15-06-10 8:00	17-06-10 8:00	48:00	
3	19-06-10 8:00	20-06-10 8:00	24:00	
1	22-06-10 8:00	23-06-10 8:00	24:00	
2	25-06-10 8:00	27-06-10 8:00	48:00	
3	27-06-10 8:00	28-06-10 8:00	24:00	
1	30-06-10 8:00	2-07-10 8:00	48:00	
2	4-07-10 8:00	5-07-10 8:00	24:00	

Position	Sum	Total hours
1	287:00	1690:00
2	342:00	
3	216:00	

## 5.10 Equipment

### Maintenance equipment



A boom-spray attached to a tractor or other vehicle with suitable capacity tank and tyres, will be necessary for complete and even spreading of liquid and / chemical products (Not older than five years)



Line marking machine. One unit available on site



**Procor aerator to aerate the top surface. One machine is available on site.**

NOTE: Caution must be exercised when vertidrainning a pitch that is stabilised with Netlon. The tines must enter and exit vertically. Only the slightest 'heave' is allowed

G660, G760 and G860



**Cylinder mower including verticut reels and brushes**

**x8**

Two units is available on site

These machines can be used to cut the field at a higher cutting height during general maintenance. The fields will be cut with these machines when preparing for an event at the specified level, or used when doing a light verticut.

### **Rotary mower with vacuum function**

Six units is available on site. The field will be cut with these machines during general maintenance in multiple directions.



### **Edge cutter**

Used to trim the pitch edges

### **Hand tools**

Divot forks (manufactured) or adjusted ladies' forks

Hand spades

Fork

Equipment tool kit

Level bar

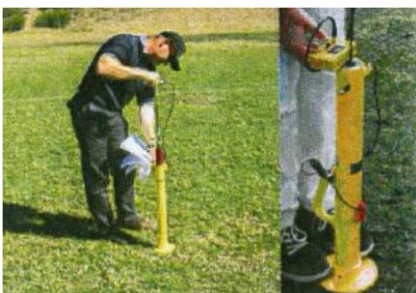
Lawn brush

Underhill magnum nozzle

### **Testing equipment**

It is compulsory that the contract acquire this testing equipment or equivalent to measure the pitch on a regular basis. This will provide a basis for decision to be made regarding the pitch.

It is important to note that it may be possible to scale the following list down and still achieve the needed testing regime.



2.25kg Clegg Impact Hammer to measure turf surface hardness characteristics. The preferred range for soccer pitches is 65 – 90 Gmax (gravities); however, site specific conditions and the specific equipment used will determine the final range within the preferred range.



Clegg shear tester or similar to measure the turf shear strength characteristics. The preferred range for soccer pitches is 55 – 85 Nm; however, site specific conditions and the specific equipment used will determine the final range within the preferred range.



Tensiometer (moisture sensing apparatus) to accurately determine soil to water ratios.



PH meter for monitoring soil pH values



Penetrometer to measure the turf soil compaction factor, the preferred range is 3.5 – 4.5cm (@ 3 x shock average)



Profile sampling spade to monitor soil / growth medium physical properties, and indication of root development

- i. The successful contractor shall provide the second line support and will be required to provide quotations for each additional event based on the unit tender prices for the duration of the contract period.
- ii. For remedial pitch services the contractor shall be paid either in accordance with the contractor's quotation if a quotation was requested or on a time and material basis at the rates quoted in the tender.
- iii. If the remedial pitch maintenance exceeds 20 hours in a calendar month then the lower rate for remedial pitch maintenance services exceeding 20 hours will apply. The contractor shall be required to keep accurate details of time spent for each job which will need to be certified by the applicable Stadium Manager.
- iv. Overtime shall be paid for work done at the specific prior request of the applicable Stadium Manager, or for pitch maintenance services that can only be carried out after normal working hours.
- v. Each call-out for remedial pitch related services shall be charged at a minimum of one hour travelling time and travelling expenses included. Tenderers shall include in their pricing an inclusive call out fee.
- vi. Tenderers shall include in the schedule or in a covering letter what other components and accessories are available and the prices thereof.
- vii. The successful contractor will have to familiarize themselves with the applicable Stadium infrastructure and keep accurate records of all related activities carried out and ensure that the records are maintained.
- viii. The Stadiums infrastructure head based at the DHL Stadium will have to be appraised of all additional pitch related tasks and to accept the work on completion before payment is recommended.
- ix. Tenderers shall have appropriate previous experience in working within environments similar to that of the stadium, where they have provided services catering for the preparation and execution of events of no less than 30 000 PAX, and have a documented track record of their delivery in such instances.

First line responsibilities shall include:

- Administration
- First call out to pitch related activities
- Pro-actively Identifying and prioritizing pitch activities
- Call out of second line support if required
- Provision of pitch maintenance assistance to second line support

Second line responsibilities shall include:

- Preventative, Corrective, and Responsive pitch related tasks within industry best practice
- Resolution of pitch maintenance tasks in shortest possible timeframes without compromising on quality
- Provision of event preparation and execution services
- Report back to CTS on fungicide, insecticide infestation and preventative maintenance programs put into place.
- Tracking of pitch maintenance activities and providing weekly reports and provide a single point of contact on a 24/7/365 basis.
- The successful tenderer shall have at least one team available on a 24/7/365 basis to successfully cater for all the Contract requirements of the tender.
- The successful tenderer shall implement and manage a call out procedure whereby the system Contract parameters and reliability/availability statistics can be measured and reported on.

- The successful tenderer shall on a monthly basis report on all the Contract parameters and reliability/availability statistics
- Advise the applicable stadium manager in time of discontinuations or changes to products and services

## **5.11 STADIUM RESPONSIBILITIES**

- Stadium staff will affect first line support for all pitch /incidents.
- Resolve all issues falling outside the scope of the tender.
- Stadium staff will at all times be available to assist the tenderer with pitch, nursery and event related issues

## **5.12 CONTRACT REQUIREMENTS**

5.12.1 Tenderers shall state that they are capable of and undertake to meet all the Contract requirements as specified in this tender

### **5.12.2 PROVISION OF CONTRACT AND SUPPORT STATISTICS**

The successful tenderer shall record all faults, incidents, call outs, repair times, up times on the system for all components in order to provide monthly statistics to the Stadium in order to monitor the Contract and reliability/availability parameters. These reports must be auditable by the Stadium. Tenderers to describe fully how this will be implemented.

### **5.12.3 NON COMPLIANCE TO CONTRACT PARAMETERS**

The Stadium will have the right to cancel the contract or portions thereof if the successful tenderer does not meet the CONTRACT requirements and after negotiations, lack of remedial action is not forthcoming after 3-month period.

### **5.12.4 HEALTH AND SAFETY**

5.12.4.1 The tenderer shall be registered as an employer under the Occupational Health Act and to comply with the legislation and to complete, prior to commencement of services, a Form of Undertaking issued by the Stadium.

5.12.4.2 Tenderers shall provide documentation of their Health and Safety policy and procedures together with staff safety training certification.

### **5.12.5 PARTICULARS AND DRAWINGS**

It is a requirement of this tender for the tenderer to provide sufficient technical descriptive and operating data is submitted to enable the merits of the items offered.

## **5.13 Part B – DHL Stadium landscaping, maintenance as per ME footprint** **(See annexure 7)**

### **5.13.1 Introduction**

To maintain the designated areas to the highest horticultural and arboriculture standards. This will include the maintenance of lawn areas, planted areas, trees, paved area and the irrigation system as per attached diagram.

### **5.13.2 Scope of work: Lawns, beds and climbers.**

- 5.13.2.1 The lawns are to be kept within the cutting height range of 40-45mm. Lawns are to be cut on a weekly basis. All lawn cuttings are to be removed from site after the end of the day when the activity is completed.
- 5.13.2.2 The lawns are to be edged at all times with no lawn growing out beyond the lawns demarcation, and trimmed around upright elements that occur in the lawn area. At no time is the lawn allowed to be longer around vertical element than what occurs in the adjacent lawns. The contractor is to undertake edging in a manner that will not cause any damage to trees that occur in the lawns, or any vertical element that may occur in the lawns.
- 5.13.2.3 Mowing and edging will occur simultaneously in a specific locality.
- 5.13.2.4 Lawns are to be fed (fertilized) in accordance with the most recent soil analyses, so as to ensure vigorous growth.
- 5.13.2.5 Any areas showing wear are to be demarcated and treated so that the area recovers in the shortest period.
- 5.13.2.6 Weeds, pests and diseases are to be addressed within 24 hours of detection, with the Head of Infrastructure approval, that is to say, the contractor is to identify the problem and correspond with the Head of Infrastructure, identifying the problem, solution and program to undertake the solution. Once the Head of Infrastructure has approved the solution, the contractor is to complete the agreed solution within an agreed period of time.
- 5.13.2.7 The irrigation is to provide 100% coverage, with no wastage, and at an application rate suitable for the season to ensure vigorous and sustainable growth. Hand watering is to be undertaken only with approval by the Head of Infrastructure.
- 5.13.2.8 The machinery to be used is to be purpose designed for the function intended, well maintained to best practice, and operated by suitably trained staff. All machines are to be fitted with all safety guards as stipulated by the manufacturer, and operated under favourable conditions.
- 5.13.2.9 The contractor is to report on damages to the lawns that are to be repaired, irrigation problems that may have manifested, fertiliser program, pest and disease immediately and without delay.
- 5.13.2.10 Lawn areas are to be clear of litter at all times.
- 5.13.2.11 The contractor is to provide an annual program at the start of the contract, which is to be agreed to by the Head of Infrastructure. This program is to be strictly adhered to at all times.
- 5.13.2.12 All staff is to have all necessary and best practice safety equipment on themselves and on the equipment at all times when operating the grass cutting equipment.
- 5.13.2.13 Spraying activities will be done with the correct PPE and with signage in place to inform visitors of spraying activities.
- 5.13.2.14 All spraying will be supervised. The contractor is to use the least toxic chemical, with minimal effect on both park visitors and the environment.

### **5.13.3 Beds and Climbers**

- 5.13.3.1 The ornamental planting areas are to be bold and maintained to the highest horticultural standards.
- 5.13.3.2 Beds are to be full and litter and weed free at all times.
- 5.13.3.3 Chemical controls and additives are to be environmentally friendly, and kept to a minimum.

- 5.13.3.4 Bed edging is dealt with under Turf Management. However, the specific detail is that there is not to be a deep trench dug between the lawns and the bed.
- 5.13.3.5 The management of pruned plant elements, such as the boxed hedges and clipped climbers are to be attended to at an appropriate and regular frequency to maintain the kept look that it is intended to achieve. This item is to be shown on the contractor's annual program.
- 5.13.3.6 At the DHL Stadium - Climbers are grown on to the metal screen at the turnstiles and along Fritz Sonnenberg. The screens are planted with a variety of climbers including Rhoicissus sp and Senecio sp. These climbers are to be pruned from both sides, keeping the climber flush with the metal screen (max 300mm off the metal screen) and not allowing the climber to grow away from the screen attaching itself on projecting structures. The climber is not permitted to attach itself on the top girder above the metal screen. The climber is to be presented as a flat vertical green wall, filling the full extent of the intended area at all times. Climbers on the stadium podium wall, and on the western wall on the OB area (Ficus pimula) these climbers are pruned from the front. The climbers are to be contained on the flat and not permitted to grow out onto the support columns. The climber is to be kept at approximately 200mm from the wall surface. Climbers at the north gate sub-station is to be allowed to grow up to the planter shadow line, and allowed to cover the full extent of the west face including the covering of the support columns. The climber is to be kept at approximately 200mm from the wall surface.
- 5.13.3.7** The natural planting areas are to mimic a natural situation, providing a balance between creating a thicket where flora and fauna would naturally occur, and an aesthetic that is pleasing to the general public.

#### **5.13.4 Health and safety**

- 5.13.4.1 All works set out above, and what may be instructed as extra works is to be carried out in an efficient manner and with the safety of the staff and visitors in mind. Failure to do so will result in an enquiry with resulting sanctions.
- 5.13.4.2 All staff is to have all necessary, and best practice safety equipment on them and on the equipment at all times when operating equipment.
- 5.13.4.3 The contractor is to ensure that the working site is secure and all visits are not in harm's way.
- 5.13.4.4 All machinery used is to be maintained to the highest standards so as to ensure that there is not potential harm to both the operator and the general public.
- 5.13.4.5 The contractor is to purchase and use appropriate personal protective equipment, such as gloves, sun protection, eye and ear protection, work shoes, knee pads, and back braces for use in heavy lifting. Avoid loose-fitting clothing and dangling hair when working around power tools. This equipment is to be in good condition, or replaced if it is not.
- 5.13.4.6 Spraying activities will be done with the correct PPE and with signage in place to inform visitors of spraying activities. All spraying will be supervised. The contractor is to use the least toxic chemical, with minimal effect on visitors and the environment.
- 5.13.4.7 No fuel is to be left on site unattended, and all fuel is to be in a specifically designed container for fuel, no cool drink bottles etc. are permitted. This applies to all equipment that requires fuel.
- 5.13.4.8 Storage of fuels and oils will be in accordance with the HAS requirements

to which this contract is subject to.

5.13.4.9 Waste management: All garden waste to be removed from the designated areas and placed in a 30m<sup>3</sup> skip which will be stationed in P2 parking area. The before mentioned will be replaced with a clean skip as and when needed. Grass cuttings will be removed from site once the grass areas are cut.

#### **5.13.5 Scope of work: Pruning**

5.13.5.1 The Contractor may not prune trees without consultation with the Head Infrastructure. However, the following guidelines would apply:

5.13.5.2 Trees adjacent to walk ways must have the crowns lifted to 2m.

5.13.5.3 Trees adjacent to road ways must have the crowns lifted to 3m.

5.13.5.4 Branches are to be cut back 500 mm from the kerb lines adjacent to roadways.

5.13.5.5 Crown prune by removing dead branches by one third to present a well-balanced head in each case cutting back to live wood.

5.13.5.6 Damaged branches are to be pruned and cleaned before rot sets in. This function is to be brought to the Head Infrastructure attention immediately and cleared without delay, ensuring that the works area is secure and safe for all concerned and that after the works are complete that the tree is secure for all concerned.

#### **5.13.6 Scope of work: Tree supports**

5.13.6.1 Tree supports. All supports are to be monitored and adjusted to suit the specific trees development. The following is a generalized method to dismantle the tree support, and manage the tree supports.

Tree ties are specified as rubber ties which will break, and need to be replaced on a regular basis.

5.13.6.2 The first stage to dismantling will be to remove the top cross brace 12 - 15 months after planting if the tree is stable enough. If the cross brace is dismantled, then the tree must be tied using 50mm wide black webbing securing the tree to both posts and held in position with 'U' nails.

5.13.6.3 The second stage to dismantle the tree support is to cut the post to 50mm above the bottom cross brace, on the leeward side 6 – 8 months after the first stage if the tree is stable enough. The contractor is to remove the webbing that is affected by the removal of the upright post.

5.13.6.4 The third stage to dismantle the tree support is to cut the remaining upright post 6 – 8 months after the second stage if the tree is stable enough.

5.13.6.5 The fourth stage to dismantle the tree support is to remove the remaining cross brace and secure the tree with 50mm wide black webbing securing the tree to both posts and held in position with 'U' nails 6 – 8 months after the third stage if the tree is stable enough.

5.13.6.6 The final stage to dismantling the tree support is to remove the supports entirely if the tree is secure 6 – 8 months after the fourth stage.

5.13.6.7 The contractor is to mark the tree supports in such a manner that is acceptable to the aesthetic of the site, to manage the time lines between adjustments so that the trees are managed in the best possible manner to ensure best practice.

#### **5.14 Scope of work: Podium trees**

The trees on the podium are monitored on a weekly base using a drop stick into the

inspection pipes to record the moisture levels to determine if any actions must be taken. The contractor is required to undertake these inspections on a weekly basis and report accordingly in the weekly and monthly report. The contractor may be required to pump ground water from the inspection pipes from time to time as and when required.

#### **5.15 Scope of work: Pests and diseases**

- 5.15.1 The Contractor will, control any identified pests as and when they become evident or in the interests of the trees affected so as not to detract from the general appearance of the trees, as would be expected under the rules of professional horticultural practice.
- 5.15.2 No herbicides, pest control chemicals or growth inhibitors are to be used on site without approval by the Head Infrastructure. A pre-plan of spraying is to be submitted in the monthly report as well as confirmation of what spraying had been done in the past month. The report is to include a graphic of the location sprayed, when it was sprayed and what was sprayed.
- 5.15.3 The contractor will seek out organic, non-chemical or preventative management options to treat specific diseases or pests.
- 5.15.4 The Contractor will, control any identified pests as and when they become evident or in the interests of plants affected so as not to detract from the general appearance of the contracted areas, as would be expected under the rules of professional horticultural practice.
- 5.15.5 The contractor is to limit the use of chemicals so as to avoid any long term adverse effects such chemicals may have on plant growth and soil fertility.
- 5.15.6 If and when a chemical treatment is decided upon, taking all due consideration into account, the Contractor is required to apply the chemicals under favourable weather conditions, at manufacturers application directives, by suitable trained personal and in accordance to the governing laws of South Africa. Where necessary, the contractor will supply and show signage so that the general public are aware of the treatment and avoid any possibility of contamination.
- 5.15.7 Any chemicals applied under this contract for the control of horticultural primary or secondary pests, are to be applied to outdoor areas on lawns, in beds, on trees, shrubs and other foliage only. With the exception of the weed control covered under hard landscaping.
- 5.15.8 The contractor is to provide all necessary information on any chemicals used on site. This data is to be kept in the HAS file kept on site, and comply with storing, recoding usage and administration of chemicals on site
- 5.15.9 Non-compliance with the site health and safety requirements will result in penalties being applied.

#### **5.16 Scope of work: Fertilizer**

- 5.16.1 All trees require a biannual feeding (October and April) of organic granular fertilizer and finished compost for the duration of the maintenance contract. A blend of 2kg of organic fertilizer and 10kg of finished compost is to be spread around the base of the tree in the watering basin, and watered in.
- 5.16.2 From time to time, the contractor may be required to spray a folio feed fertilizer to a specific tree to resolve a deficiency.
- 5.16.3 A fertilizer program needs to be submitted and followed in accordance to the

seasonal change.

**5.17 Scope of work: Irrigation**

The trees on this project do not have dedicated irrigation system for the trees. It is therefore imperative, that the irrigation system in the vicinity is fully operational.

**5.18 Scope of work: Paved surfaces walls and columns**

Paved areas are to facilitate pedestrian and vehicular movement over the entire Precinct and parking areas P2 and P5

The scope of works includes stone walls and columns of varying heights and lengths for the gateways, pergola supports, barriers and seat walls.

Paved areas – concourse and hard surfaces are to be treated with a weed killer once a month or when the need arises.

**5.19 Expectations and standards**

5.19.1 Surfaces are to be usable at all times without causing damage to vehicles or being hazardous to pedestrian movement.

5.19.2 Paved surfaces are to be weed-free at all times.

5.19.3 Litter and sand deposits to be removed daily.

5.19.4 Stone wall surfaces and columns to be clean of blemishes and bird droppings.

5.19.5 Damaged surfaces and loose facing stones are to be reported without delay to the Head Infrastructure.

5.19.6 Cleaning of paving of bird droppings is to be done daily.

5.19.7 Cleaning paving adjacent to raised planters where water seeps through and marks the paving or creates a slippery surface

**5.20 EXPECTATIONS & STANDARDS**

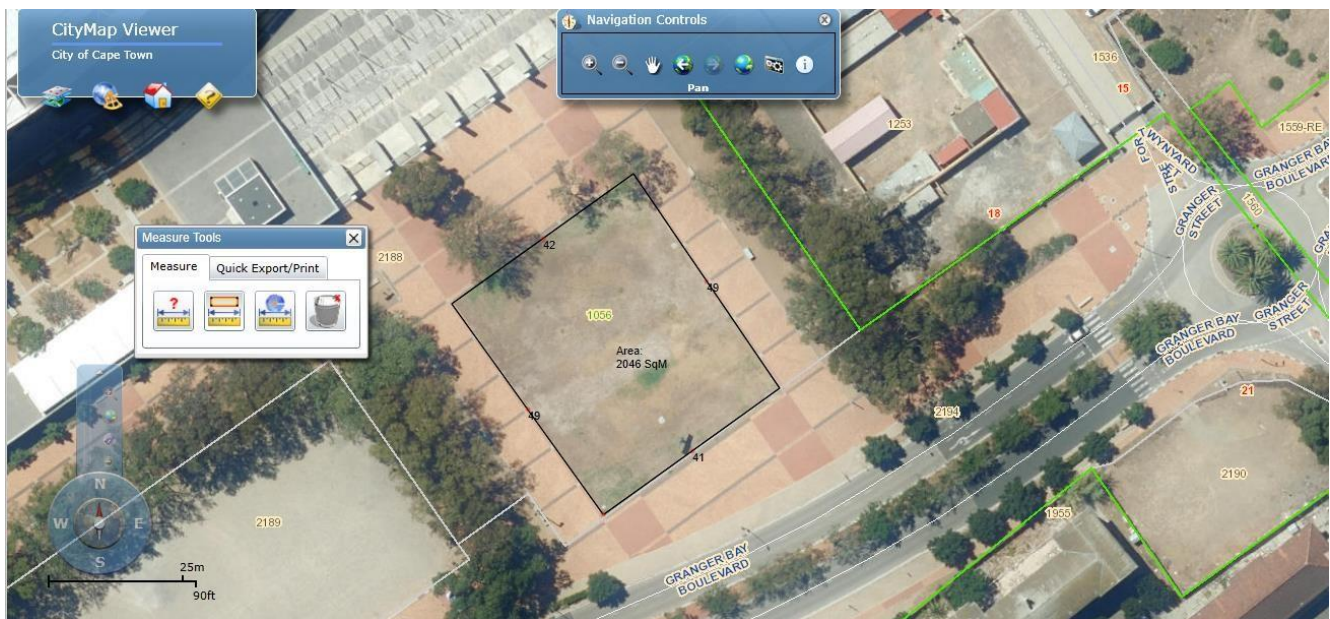
Inspect and report to the Head of Infrastructure on a daily basis when it is detected that there is a problem with the above mentioned.

**5.20.1 Measurements**

Measurement schedule - plant bed , Grass areas	
DHL Stadium Precinct	9,230.40m <sup>2</sup>
DHL Stadium	8,815.00m <sup>2</sup>
Grass area	5253m <sup>2</sup>



**Western Forecourt grass area – 3 207m<sup>2</sup>**



**Southern Forecourt grass area – 2 046m<sup>2</sup>**

### **5.20.2 Equipment and tools needed as per scope of work**

The below is required but not limited to what is needed to perform the scope of work:



Backpack Blower: x2



Brush cutter: x2



Hand held edge cutter: x2



Hedge trimmer: x2

Pole saw:x1



Hedge shear:x2



Pruning secateurs:x2



Lopper shear:x2



Wheelbarrow:x2  
Mattock pick:x1



Gden tool set:x2



Spade:x2



Lady spade:x2



Fork:x2



Lady Fork:x2



Steel rake:x2



Fan rake:x2



Knapsack sprayer:x1



Zero turn mower: x1



Rotary mower with automatically driven rear roller:x4

## 5.18 RECOURSE / MANAGEMENT AND OVERSIGHT:

- 5.18.1 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.
- 5.18.2 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 period not exceeding 10 years.

- 5.18.3 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 fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 5.18.4 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.
- 5.18.5 If a restriction is imposed, the purchaser must, within five (5) 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.

- 5.18.6 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, No. 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 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.

#### **5.18.7 No equipment:**

DHL Stadium reserves the right to deduct from the invoice (from payment due to Contractor) should the Guards be without their standard equipment. The deduction will be in accordance with the unit price as stipulated in the pricing schedule.

Also refer to Penalty clause (Clause 22) as per Special Conditions of Contract.

NOTE; No deductions may be made from the rates of a contractors employee, personnel salaries

The unit rates will be used for payment adjustment purposes in the event of contractor's employee personnel being posted without their standard equipment. Note: **No Pay Deductions:**

These will be deductions (from any payments due to the Contractor) as penalty for omissions by the Contractor

### **5.19 Revenue Based Offer**

#### **5.9.1 Rights**

Right to refer yourselves as a "preferred supplier to the CTS" in their designated field of expertise. Right to negotiate additional branding inventory including signage, LED and screen space

#### **5.9.2 DHL Stadium Logo**

The DHL Stadium logo may not be used without specific additional written approval from the delegated Representative of CTS, and any application of the logo must be strictly in accordance with the specifications provided by the DHL Stadium on a case-by-case basis. If it is used without such formal permission, the logo may be removed at the cost of the Tenderer.

#### **5.9.3 Marketing and Promotion Rights**

- a) 4 Business Lounge Membership per year for the duration of the contract. Subject to all hospitality packages being purchased and the general terms and conditions of such Business Lounge Memberships
- b) Non-exclusive right to associated to the stadium in relation to the designated field of expertise "Service provider to DHL Stadium"
- c) Non-exclusive right to use DHL Stadium logo limited to association as relevant to this contract
- d) Additional non-exclusive branding and advertising rights may be negotiated for a further fee

### **5.20 TRADE NAMES OR PROPRIETARY PRODUCTS**

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

## (6) CONDITIONS OF TENDER

### 6.1 General

#### 6.1.1 Actions

**6.1.1.1** The DHL Stadium (CTS) 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 and its acceptance shall be subject to the supply chain management policy of CTS.**

**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 CTS of any other remedies available to it.**

**6.1.1.2** The CTS, 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 CTS shall declare any conflict of interest to CTS 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.

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

#### 6.1.2 Interpretation

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

**6.1.2.2** 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.

#### 6.1.3 Communication during tender process

Verbal or any other form of communication, from the CTS, 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 CTS, unless communicated by the CTS in writing to suppliers by its Manager: Supply Chain Management or his nominee.

#### 6.1.4 The CTS's right to accept or reject any tender offer

**6.1.4.1** The CTS 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 CTS 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) no acceptable tenders are received; or
- (c) there is a material irregularity in the tender process.

The CTS 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.

## **6.1.5 Procurement procedures**

### **6.1.5.1 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.

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

### **6.1.6.1 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) and the SCM Policy of the CTS:

- a) Persons aggrieved by decisions or actions taken by the DHL Stadium 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.

### **6.1.6.2 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 CTS, may appeal against that decision by giving written notice of the appeal and reasons to the CTS/Chief Executive Officer 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

### **6.1.6.3 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).

### **6.1.6.4 All requests referring to sub clauses 6.1.6.1 and 6.1.6.2 must be submitted in writing to:**

**The CEO CTS - C/o the Manager: Supply Chain Management**

**Via hand delivery at:** DHL Stadium, Fritz Sonnenberg Road Green Point 8051

**Via post at:** PO Box 298 Cape Town 8000

**Via email at:** scmcts@capetown.gov.za

### **6.1.6.5 All requests referring to clause 6.1.6.3 regarding access to information or reasons must be submitted in writing to:**

**The CEO CTS -**

**Via hand delivery at:** DHL Stadium, Fritz Sonnenberg Road Green Point 8051

**Via post at:** PO Box 298 Cape Town 8000

**Via email at:** lesley.dereuck@capetown.gov.za

#### **6.1.8 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.

## 6.2 Tenderer's obligations

### 6.2.1 Responsiveness Criteria

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

#### 6.2.1.1.1 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 CTS, by whom the offer has been made and what the offer constitutes, will be declared responsive.

#### 6.2.1.1.2 Compliance with requirements of CTS SCM Policy and procedures adopted by CTS.

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

- a) Full name of tendering entity to be provided;
- b) Identification number or company or other registration number to be provided;
- c) Tax reference number to be provided;
- d) VAT registration number (if any) to be provided;
- e) 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);
- f) A copy of the partnership / joint venture / consortium agreement to be provided.
- g) 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);
- h) 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 (applicable schedules to be completed);
- i) 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);
- j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
- k) The tenderer's tax matters with SARS are in order;
- l) The tenderer is not an advisor or consultant contracted with the CTS,
- m) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee.

#### 6.2.1.1.3 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.

<i><b>Description of quality criteria</b></i>	<i><b>Maximum possible score</b></i>
1) Demonstrated experience of the tendering entity with respect to equivalent contracts;	70
2) Qualifications and demonstrated experience of the key staff in relation to the scope of work;	15
3) Proven track - record, reliability and suitability of required equipment, with the appropriate <u>support structure</u> .	15
<b>Maximum possible score</b>	<b>100</b>

**Detailed Scoring of Quality:****1. Demonstrated experience of the tendering entity with respect to equivalent contracts**

<b>Evaluation criteria</b>	<b>Applicable values/points</b>
<b>Maintain sand base pitch which is planted with 100% natural Rye, Fescue grass mix that is currently successfully managed in scope and magnitude within a stadium.(Provide evidence)</b>  One rye sand based pitch..... 2,5 points Two or more rye sand based pitches..... 5 points	5
<b>Maintain sand base pitch which is planted with 50% natural grass and 50% artificial stabilizer mix that is currently successfully managed in scope and magnitude within a stadium.(Provide evidence)</b>  One contract..... 10 Points Two or more contracts..... 20 Points	20
The tenderer demonstrates experience in the effective use of SGL pitch growing lights, or equivalent..... 5 points	5
<b>Preparation for events on the Pitch: 100% natural Rye, Fescue mix grass pitch which is currently successfully managed in terms of scope and magnitude within a stadium environment.(Provide evidence)</b>  1 Event..... 1 point 2 Events..... 2 points 3 or more Events..... 5 points	5
<b>Preparation for events on the Pitch: 50% natural grass and 50% artificial stabilizer mix that is currently successfully managed in scope and magnitude within a stadium. (Provide evidence)</b>  1 Event..... 2 point 2 Events..... 4 points 3 or more Events..... 10 points	10
<b>Number of stadium events where the tenderer has laid in excess of 5000m<sup>2</sup> of either Terratrak or Terratile pitch protective covering for the event.</b>  1-3 Events..... 1 points 3 or more Events..... 5 points	5
<b>Number of landscape &amp; Horticulture contracts currently managed to the scope and magnitude of this contract. Provide evidence</b>  1 Contract..... 5 points 2-3 Contracts..... 10 points 4 or more Contracts..... 20 points	20

**2. Qualifications and demonstrated experience of the key staff in relation to the scope of work. Provide proof that the staff are employed in your service**

<b>Evaluation criteria</b>	<b>Applicable values/points</b>
Curriculum Vitae of field maintenance person's and Horticulturist's – Proof of qualifications and current employment by the company to be submitted with tender.	<b>15</b>
Suitable NQF4 qualification pitch maintenance – min of 1 with 3 years' experience in working on sand/artificial grass pitches..... <b>(1 point)</b>	
Suitable NQF4 qualification pitch maintenance – min of 4 with 5 years' experience in working on sand/artificial grass pitches..... <b>(5 points)</b>	
Suitable horticulture qualification-landscaping with a code 8 driver's license – min of 1 with 5 years' experience ..... <b>(1 point )</b>	
Suitable horticulture qualification-landscaping with a code 8 driver's license – min of 4 with 10 years' experience ..... <b>(5 points)</b>	
Registration as a Pest Control Operator, in terms of Fertilizers, Farm Feeds, Agricultural remedies and Stock Remedies Act, 1947 (Act no. 36 of 1947) for Pest and Weed control. .... <b>(5 points)</b>	

**3. Proven track-record, reliability and suitability of required equipment. Evidence of ownership or leased of equipment to be submitted in tender**

<b>Evaluation criteria</b>	<b>Applicable values/points</b>
<b>Provide proof of ownership or access to equipment required to perform the necessary maintenance tasks on the pitch:</b>	<b>15</b>
Ride on Tripplex mower – min. of 1 .....2 points	
Rotary mower with automatically driven rear roller with vacuum function – min. of 6 .....2 points	
Gator Workman Utility vehicle – min. of 1 ..... 2 points	
Gator attachable Boom Sprayer – min. of 1..... 2 points	
PTO Driven <u>Universal head</u> KORO machine – min. of 1..... 2 points	
Walk behind Fertilizer spreader – min. of 1.....1 points	
PTO Driven Lime distribution machine – min. of 1..... 1 points	
Pitch Protection transporter trolleys – min. of 6.....1 points	
Zero turn mower – min. of 1..... 2 points	

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.

Tenderers shall ensure that all relevant information has been submitted with the tender offer on Schedule

**13 A – 13 C** of the tender document in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria.

#### **6.2.1.1.5 Local production and content**

Not Applicable

#### **6.2.1.1.6 Pre-qualification criteria for preferential procurement**

Not Applicable

#### **6.2.2 Cost of tendering**

The CTS 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.

#### **6.2.3 Check documents**

The documents issued by the CTS 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 CTS at once to have the same rectified.

#### **6.2.4 Confidentiality and copyright of documents**

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

#### **6.2.5 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.

#### **6.2.6 Acknowledge and comply with notices**

Acknowledge receipt of notices to the tender documents, which the CTS 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 CTS can show proof of transmission thereof via electronic mail, facsimile or registered post.

#### **6.2.7 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.

## **6.2.8 Seek clarification**

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

## **6.2.9 Pricing the tender offer**

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

## **6.2.10 Alterations to documents**

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

## **6.2.11 Alternative tender offers**

**6.2.11.1** No Alternative offers will be considered.

## **6.2.12 Submitting a tender offer**

**6.2.12.1** Submit one tender offer only on the original tender documents as issued by the CTS, 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 CTS together with all Returnable Schedules duly completed and signed will be declared responsive.

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

**6.2.12.3** 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

**6.2.12.4** 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.

**6.2.12.5** 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 CTS's address and identification details stated in the General Tender Information, as well as the tenderer's name and contact address.

**6.2.12.6** Seal the original tender offer and copy packages together in an outer package that states on the outside only the CTS's address and identification details as stated in the General Tender Information.

**6.2.12.7** Accept that the CTS 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.

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

**6.2.12.9** 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.

**6.2.12.10** 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 DHL Stadium, Fritz Sonnenber Road, Green Point, Cape Town, 8051, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

**6.2.12.12** 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**.

#### **6.2.13 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 CTS as non-responsive.

#### **6.2.14 Closing time**

**6.2.14.1** Ensure that the CTS 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.

**6.2.14.2** Accept that, if the CTS 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.

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

#### **6.2.15 Tender offer validity and withdrawal of tenders**

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

**6.2.15.2** Notwithstanding the period stated above, the tender shall be deemed to remain valid, irrevocable and open for acceptance until formal acceptance by the CTS at any time after the expiry of the original validity period, unless the CTS is notified in writing of anything to the contrary (including any further conditions) by the tenderer. Any further conditions introduced by the supplier will be considered at the sole discretion of the CTS.

**6.2.15.3** 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 CTS 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 CTS for any additional expense incurred or losses suffered by the CTS 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 CTS 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 CTS shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

#### **6.2.16 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 CTS 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 CTS elect to do so.

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

#### **6.2.17 Provide other material**

**6.2.17.1** Provide, on request by the CTS, 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 CTS 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 CTS's request, the CTS may regard the tender offer as non-responsive.

**6.2.17.2** Provide, on written request by the CTS, 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.

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

#### **6.2.18 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 CTS in writing, then the bid concerned may be declared non-responsive.

#### **6.2.19 Certificates**

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

##### **6.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation**

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CTS Registration Office, Fritz Sonnenberg Road, Green Point, Cape Town, 8051 or included with the tender submission.

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

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

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

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

#### **6.2.19.2 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. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CTS at the Supplier Management Unit located at Fritz Sonneberg Road, Green Point, Cape Town, 8051, or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** page of the tender submission.

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

#### **6.2.20 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** CTS, 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.

#### **6.2.21 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 CTS 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 CTS's Supply Chain Management Policy.

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

## **6.3 The DHL Stadium undertakings**

### **6.3.1 Respond to requests from the tenderer**

**6.3.1.1** 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.

**6.3.1.2** The CTS's representative for the purpose of this tender is stated on the General Tender Information page.

### **6.3.2 Issue Notices**

If necessary, issue notices 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 (where possible) before the tender closing time stated on the front page of the tender document. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CTS 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 CTS can show proof of transmission thereof via electronic mail, facsimile or registered post.

### **6.3.3 Opening of tender submissions**

**6.3.3.1** 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.

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

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

**6.3.3.4** Make available the pricing schedules upon written request.

### **6.3.4 Two-envelope system (not applicable)**

**6.3.4.1** 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.

**6.3.4.2** 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.

### **6.3.5 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.

### **6.3.6 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.

### **6.3.7 Test for responsiveness**

**6.3.7.1** Appoint an evaluation panel and determine, after opening and before detailed evaluation, 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.

**6.3.7.2** 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 CTS's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications, or
- b) significantly change the CTS's or the tenderer's risks and responsibilities under the contract

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.

### **6.3.8 Arithmetical errors, omissions and discrepancies**

**6.3.8.1** 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  
arithmetical errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in the PriceSchedule;or
  - ii) the sum mation of the prices; or
  - iii) calculation of individual rates.

**6.3.8.2** The CTS 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.

**6.3.8.3** In the event of tendered rates or lump sums being declared by the CTS 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 CTS 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 CTS, 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 CTS, the CTS may declare the tender as non-responsive.

### **6.3.9 Clarification of a tender offer**

The CTS 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.

### 6.3.10 Evaluation of tender offers

#### 6.3.10.1 General

**6.3.10.1.1** 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.

**6.3.10.1.2** 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 CTS 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).

#### 6.3.10.2 Decimal places

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

#### 6.3.10.3 Scoring of tenders (price and preference)

**6.3.10.3.1** 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 3)**:

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

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

**6.3.10.3.3** 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.

**6.3.10.3.4** Applicable formula:

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

Price shall be scored as follows:

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

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

Preference points shall be scored as follows:

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

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

Up to **20** adjudication points (N<sub>P</sub>) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

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

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

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

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

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

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

**The total number of adjudication points (N<sub>T</sub>) shall be calculated as follows:**

$$N_T = P_s + N_P$$

Where: Ps is the number of points scored for price;  
Np is the number of points scored for preference.

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

#### 6.3.10.5 Risk Analysis

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

- reasonableness of the financial offer
- 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 CTS reserves the right to consider a tenderer's existing contracts with the CTS in this regard.

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

#### **6.3.11 Negotiations with preferred tenderers**

The CTS 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 Company Executive Officer (CEO) (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 CTS.

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

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

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

#### **6.3.12 Acceptance of tender offer**

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

**6.3.12.1** Accept a tender offer which does not, in the CTS's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.

**6.3.12.2** 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 CTS is not obliged to accept the lowest or any tender.

**6.3.12.3** Accept the tender offer, only if in the opinion of the CTS, the tenderer:

- a) can demonstrate that it has the necessary resources and skills to fulfil its obligations in terms of the tender document,
- b) does not pose any material risk to the CTS,
- c) is not currently a supplier to whom notice has been served regarding abuse of the supply chain management system.

#### **6.3.13 Prepare contract documents**

**6.3.13.1** If necessary, revise documents that shall form part of the contract and that were issued by the CTS 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 CTS and the successful tenderer.

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

#### **6.3.14 Notice to successful and unsuccessful tenderers**

**6.3.14.1** Before accepting the tender of the successful tenderer the CTS shall notify the successful tenderer in writing of the decision of the CTS'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

**6.3.14.2** The CTS 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.

#### **6.3.15 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.

## (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 and must be read in conjunction with the National Treasury Conditions of 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 **Cape Town Stadium (RF) SOC Limited (CTS)**. The address of the Purchaser is Fritz Sonnenberg Rd, Green Point, Cape Town, 8051

*Add the following after Clause 1.25:*

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

### 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.
- 3.5 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 on demand any penalty for delay due 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 Seller acknowledges that it shall not acquire any right or interest in or to the Intellectual Property of the Purchaser
- 5.8.2 The Seller hereby assigns to the Purchaser any Intellectual Property created or developed for or during this Contract, unless agreed otherwise by the Parties in writing.

## **7. Performance Security**

*Delete clause 7.1 to 7.4 and replace with the following:*

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

## **8. Inspections, tests and analyses**

*Delete Clause 8.2 and substitute with the following:*

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

## **10. Delivery and documents**

*Delete clauses 10.1 and 10.2 and replace with the following:*

- 10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order.
- 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 CTS will retain its right of recourse against the Supplier.

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

## 15. Warranty

*Add to Clause 15.2:*

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

## 16. Payment

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

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

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

- 16.2 The Supplier shall furnish the Purchaser's Accounts Payable Department with an original tax invoice, clearly showing the amount due in respect of each and every claim for payment.
- 16.3 The first payments in terms of the Right's fee will be made within 90 days from signing the contract with CTS. The preferred rights fee for the remaining year's will be payable upon the anniversary date and are subject to Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation
- 16.4 All payments will be made within 30 days from receiving an invoice from the CTS.
- 16.5 The Purchaser shall be entitled to set-off any amounts due to the Supplier against amounts due to it or held by the Purchaser.

*Add the following after clause 16.4*

- 16.6 Notwithstanding any amount stated on the order, the Supplier shall only be entitled to payment for goods actually delivered in terms of the Contract 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 CTS is not liable for payment of any invoice that pre-dates the date of delivery of the goods.

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

- 17.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 17.3 Tenderers are only permitted to offer firm prices as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 17.4 The Purchaser reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.
- 17.5 When submitting a claim for contract price adjustment a Supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- 17.6 The Purchaser reserves the right to request the Supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the Supplier fail to submit such auditor's certificates or other documentary proof to the CTS within a period of 30 (thirty) days from the date of the request, it shall be presumed that the Supplier has abandoned its claim.
- 17.7 In the **first year** of the period contract, the Contract Price/s **shall be fixed** and not be subject to any contract price adjustment.

## **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 or any extension of the duration of the contract that the Purchaser issues to the Supplier as instructions in writing, subject to prior approval by the Purchaser's delegated authority as reflected on an authorised amended order. 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.

## **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.
- 22.2 The penalty for this contract shall be:
- 22.2.1 Reports: Reports to be submitted within 5 working days as from the last day of the month. The CTS reserves the right to penalize the tenderer R300 penalty per day for the late submission of reports.
- 22.2.2 Events: The CTS reserves the right to penalize the tenderer with R50 per person for every short staff member as per quotation.
- 22.2.3 Quotations: Tenderer to submit quotations within 48 hours of request. The CTS reserves the right to penalize the Tenderer with R300 per day for every 24 hours of late submission.
- 22.2.4 Invoices: Invoices to be submitted within 48 hours of works completed. The CTS reserves the right to penalise the Tenderer with R300 per day for every 24 hours of late submission
- 22.2.5 Waste management: non removal of landscape waste when skip is full, R300 penalty if not removed within 24h.
- 22.2.6 Non-removal of landscape grass cuttings – R300 penalty if not removed within 24h.
- 22.2.7 If machinery is in a non-functional working condition it needs to be repaired within 24h, if not a R300 penalty will be paid per day for each machine.

**Please Note: Where applicable, a combination of several penalties may be applied.**

**A penalty "Occasion" can occur more than once within the same shift.**

**The Supplier will be advised in writing of all non-performances and deviations, and the penalties applicable will generally be deducted from monthly accounts payable.**

## **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 Corporate entity, in which case the contract will terminate forthwith.
- 23.8.2 The parties by mutual agreement may 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
- 23.9 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 in terms of the Contract.

## 27. Settlement of Disputes

*Amend clause 27.1 as follows:*

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(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 Resolution of Disputes, Objections, Complaints and Queries

The Chief Executive Officer must appoint an independent and impartial person, not directly involved in the supply chain management process –

#### 27.2.1. To assist in the resolution of disputes between the Cape Town Stadium and other persons regarding:

27.2.1.1 Any decisions or actions taken in the implementation of the supply chain management system; or

27.2.1.2 Any matter arising from a contract awarded in the course of the supply chain management system; or

27.2.2 To deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such a contract.

27.3 The Chief Executive Officer, or another official designated by the Chief Executive Officer is responsible for assisting the appointed person to perform his or her functions effectively.

27.4 The person appointed must –

27.4.1 Strive to resolve promptly all disputes, objections, complaints or queries received; and

27.4.2 Submit monthly reports to the Chief Executive Officer on all disputes, objections, complaints or queries received, attended to or resolved.

27.5 A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –

27.5.1 The dispute, objection, complaint or query is not resolved within 60 days; or

27.5.2 No response is forthcoming within 60 days.

27.6 If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.

27.7 This paragraph must not be read as affecting a person's right to approach a court at any time.

## 28. Limitation of Liability

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

- (b) other than liability in clause 28.2, 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 expenses 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
  - d) sent by email – on the first working day after delivery.

### 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 Purchaser at its address.

*Add the following after clause 32.3:*

- 32.4 The **VAT registration** number of the DHL Stadium 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.

## (9) 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 CTS 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 CTS 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 CTS is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CTS 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 CTS 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 CTS 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 City of Cape Town 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:

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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 City of Cape Town is expected to be transferred out of the Republic? (Please mark with X)

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

- 4.1 If YES, furnish particulars below


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

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

\_\_\_\_\_  
Date

## Schedule 3: Preference Schedule

### 1 Definitions

The following definitions shall apply to this schedule:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Person:** Includes a juristic person.

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

**Price:** Includes all applicable taxes less unconditional discounts.

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

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

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

**Rural Area:** A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on

migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

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

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

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

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

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

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

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

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

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

## **2 Conditions associated with the granting of preferences**

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the Supplier as at the closing date for submission of tender offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the Supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the Supplier to submit documentary proof of its BBBEE level of contribution in accordance with the Codes of Good Practise, 2013, to CTS at the Supplier Management Unit located within the Tender Distribution Office, Fritz Sonneberg Road, Green Point, Cape Town, 8051.
- 1) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 2) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CTS may have) in accordance with Section 3 below;
- 3) The CTS will verify the B-BBEE level of contributor of the Supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the Supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the Supplier;

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

### **3 Sanctions relating to breaches of preference conditions**

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

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

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

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

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

where:

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

P\* = Value of the contract

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

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

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

where:

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

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

$P^*$  = Value of the contract

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

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

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

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

**Table 1: Level of Contribution**

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

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

## 5 Declarations

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

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

☐

### Note:

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

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

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name (PRINT)**

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

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

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

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
  
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
  
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of tenderer or his or her representative:.....
  - 3.2 Identity Number:.....
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>).....
  - 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 .....

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

Full Name	Identity Number	State Employee Number

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

***<sup>1</sup>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.***

***<sup>2</sup> 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 CTS for or in connection with the award of this contract; or

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

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

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


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

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

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

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

\_\_\_\_\_  
Date

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

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

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

Item	Question	Yes	No
2.1	<p><b>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?</b></p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	<p><b>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?</b></p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	<p><b>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?</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
2.3.1	If so, furnish particulars:		

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

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

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

\_\_\_\_\_  
Date

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

### Instructions:

- 8.1 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 8.5 All Requests for price variations must be submitted in writing to:
- DHL Stadium (RF) SOC Limited  
Fritz Sonnenberg Rd,  
Green Point,  
Cape Town,  
8051
- Or via email to: [scmcts@capetown.gov.za](mailto:scmcts@capetown.gov.za)
- 8.5.1 When submitting a claim for contract price adjustment a supplier shall indicate, the actual amount claimed for each item. A mere notification of any price variation will not be considered under any circumstances as valid and no relevance will attached to such a claim.
- 8.5.2 All requests for price variations must be submitted in writing prior to the month upon which the price adjustment would become effective.
- 8.5.3 The CTS reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final revise figures are issued by the relevant Authority.
- 8.5.4 The CTS reserves the right to request the Supplier to submit Audit's Certificate 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 Audit's Certificate or other documentary proof to the CTS within a period of 30 (thirty days from the date of the request, it shall be presumed that the Supplier has abandoned his claim and no further communication shall be considered.
- 8.6 In the **first year** of the contract period, the Contract Price/s **shall be fixed** and not be subject to any contract price adjustment.
- .
- 8.7 The **second year** of the contract period shall be the 12 month period following the first year.
- 8.8 The tendered price will be subject to adjustment **annually** based on the average consumer Price Index (CPI) (P0141–Table B – CPI headline year-on-year rates) as follows:
- 8.8.1 **Second year:**  
Average CPI will be calculated by adding the percentage CPI for the 12 months of 01 May of the previous year to 30 April of the current and dividing by 12 months.
- 8.8.2 **Third year**  
Average CPI will be calculated by adding the percentage CPI for the 12 months of 01 May of the previous year to 30 April of the current and dividing by 12 months.

## Schedule 9: Occupational Health and Safety Agreement

### AGREEMENT MADE AND ENTERED INTO BETWEEN THE DHL STADIUM (HEREINAFTER CALLED THE "CTS") AND

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

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

I, ..... , representing

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

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

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.: .....

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

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

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

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

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

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Mandatory**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
for and on behalf of  
DHL Stadium

## Schedule 10: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender **TENDER NO: 237S/2022/23: THE PROVISION OF PITCH AND LANDSCAPING MAINTENANCE SERVICES AND EVENT SUPPORT SERVICES AT THE CAPE TOWN STADIUM (CTS)** in response to the tender invitation made by THE DHL STADIUM, 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<sup>1</sup> 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))

**(<sup>1</sup> 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 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 by the Tenderer with the Tender submission.
- All submissions are to be of high quality.
- The various details/information required in Returnable Schedules **13 A**, **13 B**, and **13 C** are attached:

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

## Schedule 13 A: Functionality Schedules

### Demonstrated experience of the tendering entity with respect to equivalent contracts.

- Equivalent contracts that have been successfully managed and completed in terms of scope and magnitude relative to this contract.

<b>1</b>	<b>Brief Description of Contract:</b> <hr/> <hr/> <b>Contract Period:</b> <hr/> Total <b>Value</b> of Contract awarded to you: R <hr/>	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>
<b>2</b>	<b>Brief Description of Contract:</b> <hr/> <hr/> <b>Contract Period:</b> <hr/> Total <b>Value</b> of Contract awarded to you: R <hr/>	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>
<b>3</b>	<b>Brief Description of Contract:</b> <hr/> <hr/> <b>Contract Period:</b> <hr/> Total <b>Value</b> of Contract awarded to you: R <hr/>	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>
<b>4</b>	<b>Brief Description of Contract:</b> <hr/> <hr/> <b>Contract Period:</b> <hr/> Total <b>Value</b> of Contract awarded to you: R <hr/>	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>

5	<b>Brief Description of Contract:</b> <hr/> <hr/> <b>Contract Period:</b> <hr/> Total <b>Value</b> of Contract awarded to you:  R <hr/>	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/> <hr/>
6	<b>Brief Description of Contract:</b> <hr/> <hr/> <b>Contract Period:</b> <hr/> Total <b>Value</b> of Contract awarded to you:  R <hr/>	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/> <hr/>
7	<b>Brief Description of Contract:</b> <hr/> <hr/> <b>Contract Period:</b> <hr/> Total <b>Value</b> of Contract awarded to you:  R <hr/>	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/> <hr/>
8	<b>Brief Description of Contract:</b> <hr/> <hr/> <b>Contract Period:</b> <hr/> Total <b>Value</b> of Contract awarded to you:  R <hr/>	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/> <hr/>

Attach additional pages if more space is required.

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

## Schedule 13 A: Functionality Schedules (Conti.)

### Demonstrated experience of the tendering entity with respect to equivalent contracts.

- Equivalent events that have been successfully managed and completed in terms of scope and magnitude relative to this contract.

<b>1</b>	<b>Brief Description of Event:</b> <hr/> <hr/> <b>Event Date:</b> _____  Hosting .....PAX	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>
<b>2</b>	<b>Brief Description of Event:</b> <hr/> <hr/> <b>Event Date:</b> _____  Hosting .....PAX	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>
<b>3</b>	<b>Brief Description of Event:</b> <hr/> <hr/> <b>Event Date:</b> _____  Hosting .....PAX	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>
<b>4</b>	<b>Brief Description of Event:</b> <hr/> <hr/> <b>Event Date:</b> _____  Hosting .....PAX	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>

5	<b>Brief Description of Event:</b> <hr/> <hr/> <b>Event Date:</b> _____  Hosting .....PAX	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) <b>Contact Person at Principal:</b> <hr/> (First name or Initials, plus Surname) <b>Telephone Number:</b> <hr/>
6	<b>Brief Description of Event:</b> <hr/> <hr/> <b>Event Date:</b> _____  Hosting .....PAX	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) <b>Contact Person at Principal:</b> <hr/> (First name or Initials, plus Surname) <b>Telephone Number:</b> <hr/>
7	<b>Brief Description of Event:</b> <hr/> <hr/> <b>Event Date:</b> _____  Hosting .....PAX	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) <b>Contact Person at Principal:</b> <hr/> (First name or Initials, plus Surname) <b>Telephone Number:</b> <hr/>
8	<b>Brief Description of Event:</b> <hr/> <hr/> <b>Event Date:</b> _____  Hosting .....PAX	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) <b>Contact Person at Principal:</b> <hr/> (First name or Initials, plus Surname) <b>Telephone Number:</b> <hr/>

ATTACH ADDITIONAL PAGES IF MORE SPACE IS REQUIRED.

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

## 13B : Functionality Schedules

Qualifications and demonstrated experience of the key staff in relation to the scope of work.  
Provide proof that the staff are employed in your service

	Name	Designation and/or Company	Experience (in years)	CV Attached (Yes / No)
<b>Pitch Maintenance Personnel</b>				
1.				
2.				
3.				
4.				
<b>Horticulturalist</b>				
5.				
6.				
7.				
8.				
9.				
<b>Pest Control Operator</b>				
10.				
11.				

ATTACH ADDITIONAL PAGES IF MORE SPACE IS REQUIRED.

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

## 13 C: Functionality Schedules

**Provide proof of ownership or access to equipment required to perform the necessary maintenance tasks on the pitch**

	Product/Equipment Description	Brand/Manufacturer and Model	Age of Equipment (in years)	Proof of Ownership or lease/rental	Last date of servicing performed (proof to be attached)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

**ATTACH ADDITIONAL PAGES IF MORE SPACE IS REQUIRED.**

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

## (10) CONTRACT DOCUMENTS

### ANNEXURE 1: Form of Guarantee / Performance Security

#### NOT APPLICABLE

#### 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 CTS 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 CTS 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, CTS intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by CTS 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 CTS the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from CTS 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, CTS 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 CTS's bank compounded monthly and calculated from the date payment was made by the Guarantor to CTS 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. CTS shall have the absolute right to arrange its affairs with the Supplier in any manner which CTS 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 CTS:

#### **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.  
Home Loan Guarantee Co.  
Infiniti Insurance Limited  
Lombard Insurance  
Mutual & Federal Insurance Co.  
New National Assurance Co.  
Regent Insurance Co.  
Renasia Insurance Company Ltd.  
Santam Limited  
Zurich Insurance Co

## ANNEXURE 2: Form of Advance Payment Guarantee

### NOT APPLICABLE

#### ADVANCE PAYMENT GUARANTEE

##### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address of guarantor: .....

"Supplier" means: .....

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

Amount in words: .....

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

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

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

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

Amount in words: .....

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

Payment Guarantee is called up in terms of 5; and

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

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

|

## ANNEXURE 3: 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 this form

##### General

- 1 The Monthly Project Labour Reports must be completed in full, using typed, capital letter 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 services / 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 or email EPWPLR@capetown.gov.za.

##### Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Either a Contract (in the case of contracted out services or works) or a Works Project (in the case of direct employment by the City) name and number must be inserted. The name of the contract or works project may be abridged if necessary. In the case of term tenders the contract name and number must reflect the term tender as advertised.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

##### Workers Details and Work Information

- 8 Care must be taken to ensure that worker details correspond accurately with the worker's ID document of which a **Certified copy must be kept for reporting.**

##### Jobseeker Database Reference Number

- 9 Unique number generated by Jobseekers system to confirm workers were sourced from the Jobseekers database operated by Subcouncils

##### New workers: Training; Reporting Threshold

- 10 A new worker is one in respect of which a new employment contract is signed in the current month.
- 11 Refers to work days only. Formal accredited Training / Non-accredited training that does not form part of on-the-job training must be excluded from this entry
- 12 All formal accredited / non-accredited training that does not form part of on-the-job training
- 13 Workers earning more than the maximum daily rate (Reporting Threshold) (currently R350 excluding any benefits) shall not be reflected on this form at all.

##### Submission of Forms

- 14 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.
- 15 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and **Certified ID documents** are only required in respect of new workers.
- 16 If a computer is not available hardcopy forms and supporting documentation will be accepted.
- 17 Failure to adhere to reporting requirements may result in the withholding of payment; penalties being applied or both

#### 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)		CONTRACT OR WORKS 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 (insert last 2 digits)			
2      0			

ACTUAL START DATE (yyyy/mm/dd)												ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)											
2      0												2      0											
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)																							
R      -																							

## MONTHLY PROJECT LABOUR REPORT



## WORKER DETAILS AND WORK INFORMATION

<b>CONTRACT OR WORKS PROJECT NUMBER:</b>										
				<b>Year</b>	<b>Month</b>					
				<b>of</b>						

	(8)	(8)	(8)	(9)	(10)			(11)	(12)	(13)
No.	First name	Surname	ID number	Jobseeker Database Reference Number	New Worker (Y/N)	Gender (M/F)	Disabled (Y/N)	No of days worked this month (excl. training)	No of training days this month (with stipend)	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                      -

<b>Declared by Contractor or Vendor to be true and correct:</b>	<b>Name</b>		<b>Signature</b>	
	<b>Date</b>			

<b>Received by Employer's Agent Project Manager/ Representative:</b>	<b>Name</b>		<b>Signature</b>	
	<b>Date</b>			

TENDER NO:

## ANNEXURE 4: BBBEE Sub-Contract Expenditure Report (Pro Forma)

TENDER NO. AND DESCRIPTION: TENDER NO.237S/2022/23: THE PROVISION OF PITCH AND LANDSCAPING MAINTENANCE SERVICES AND EVENT SUPPORT SERVICES AT THE CAPE TOWN STADIUM (CTS)

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 <sup>1</sup>	Total value of Sub-contract (excl. VAT) <sup>1</sup>	Value of Sub-contract work to date (excl. VAT) <sup>1</sup>	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
Total:				R
Expressed as a percentage of P*				%

<sup>1</sup>Documentary evidence to be provided

#### Signatures

Declared by supplier to be true and correct:

Date:

Verified by CTS Project Manager:

Date:

## ANNEXURE 5: Partnership/ Joint Venture (JV) / Consortium/ Expenditure Report (Pro Forma)

TENDER NO. AND DESCRIPTION: TENDER NO.237S/2022/23: THE PROVISION OF PITCH AND LANDSCAPING MAINTENANCE SERVICES AND EVENT SUPPORT SERVICES AT THE CAPE TOWN STADIUM (CTS)

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 <sup>1</sup>  A	Total value of partner's contribution (excl. VAT) <sup>1</sup>  B = A% x P*	Value of partner's contribution to date (excl. VAT) <sup>1</sup>  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	%

<sup>1</sup>Documentary evidence to be provided

#### Signatures

Declared by supplier  
to be true and correct: .....

Date: .....

Verified by CTS  
Project Manager: .....

Date: .....

## ANNEXURE 6: Insurance Broker's Warranty (Pro Forma)

*Logo*

*Letterhead of supplier's Insurance Broker*

Date \_\_\_\_\_

DHL Stadium (RF) SOC Limited  
Fritz Sonnenberg Rd,  
Green Point,  
Cape Town,  
8051  
Dear Sir

**TENDER NO:237S/2022/23**

### **THE PROVISION OF PITCH AND LANDSCAPING MAINTENANCE SERVICES AND EVENT SUPPORT SERVICES AT THE CAPE TOWN STADIUM (CTS)**

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 DHL Stadium with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

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

Yours faithfully

Signed: \_\_\_\_\_

For: \_\_\_\_\_ (Supplier's Insurance Broker)

## ANNEXURE 7: Municipal Entity Footprint

