


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

TENDER NO: 225S/2025/26

TENDER DESCRIPTION: TERM TENDER (WINNER-TAKES-ALL WITH ALTERNATIVE BIDDER) FOR THE MAINTENANCE OF THE STORMWATER SYSTEMS AND ASSOCIATED INFRASTRUCTURE USING LABOUR-INTENSIVE METHODS

CONTRACT PERIOD: 60 MONTHS (5 YEARS), SUBJECT TO SECTION 33 APPROVAL PRIOR TO ADVERTISEMENT

CLOSING DATE	28 May 2026
CLOSING TIME	10:00 am
TENDER BOX NUMBER	183
TENDER FEE	R200.00

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

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

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

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

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THE TENDER

T.1 GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : **24 APRIL 2026**
- SITE VISIT/CLARIFICATION MEETING** : Via Teams
Time: **10:00 am** on Date: **21 MAY 2026**
(Not compulsory, but strongly recommended)
- VENUE FOR SITE VISIT/CLARIFICATION MEETING** : Via Teams
- Link: <https://teams.microsoft.com/meet/340173841963821?p=IxOS9m2H4HqW7EZJ3V>
- Or
- Go to: teams.live.com
Select: # Join a meeting
Meeting ID*: 340 173 841 963 821
Passcode*: fZ7m28N3
- TENDER BOX & ADDRESS** : **Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
- : The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "**TENDER NO. 225S/2025/26: - TENDER DESCRIPTION: TERM TENDER (WINNER-TAKES-ALL WITH ALTERNATIVE BIDDER) FOR THE MAINTENANCE OF THE STORMWATER SYSTEMS AND ASSOCIATED INFRASTRUCTURE USING LABOUR-INTENSIVE METHODS**", the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.
- If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
- CCT TENDER REPRESENTATIVE** : Email: [SCM.Tenders9@capetown.gov.za]

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

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

(i) Appointment Structure

The CCT intends to appoint

- One (1) Primary Contractor (the highest ranked tenderer ("the Winner")) per Area and
- One (1) Secondary Contractor ("the Alternative tenderer") per Area

for the allocation of work, based on the highest score achieved in accordance with the evaluation criteria.

If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

(ii) Basis of Allocation (Winner-Takes-All)

Work will be allocated on a Winner-Takes-All basis per Area, as follows:

- All work opportunities for a specific Area will be offered to the appointed Winner.
- The Winner must accept or decline the work within the timeframe specified by the CCT.

Where the Winner:

- declines the work; or
- fails to respond within the stipulated timeframe; or
- is unable to perform,

the work will be offered to the Alternative Tenderer for that Area.

(iii) Allocation Methodology

Step 1: Ranking

All responsive tenderers will be ranked from highest to lowest based on:

- Price and preference points
- Functionality (where applicable)

Step 2: Initial Area Allocation

Starting with the highest ranked tenderer:

- The tenderer will be allocated their highest preferred Area that is still available as:
 - Winner, and
- Where applicable, may also be considered for another Area as:
 - Alternative Tenderer

Step 3: Initial Allocation Limit

Each tenderer may initially be allocated:

- Maximum of one (1) Area as Winner, and
- Maximum of one (1) Area as Alternative Tenderer

Step 4: Allocation of Remaining Areas

Where Areas remain unallocated after initial allocation, The CCT may allocate additional Areas to already appointed tenderers.

(i) Suitability for additional areas

Tenderers may be eligible for the allocation of additional Areas, subject to:

- Their ranking
- Their stated Area Preferences
- Demonstrated capacity

(ii) Maximum Allocation Cap

A tenderer may be allocated additional Areas to a maximum of:

- Three (3) Areas as the Winner, and
- Three (3) Areas as the Alternative Tenderer

for a total maximum of six (6) Areas.

(iii) Capacity Requirements for Multiple Areas

To be considered for the allocation of more than one Area, the tenderer must demonstrate, at the time of tender closing, that Capacity Requirements to be able to service multiple Areas are met, which require the submission of sufficient evidence of additional resources including:

- Relevant Experience
- Key staff
 - The Contracts Manager in terms of the Tender submission may fulfil the Contract Management role of multiple areas should more than one area be awarded to the Tenderer.
 - Additional Contract/Project Administrators are required to service multiple areas
 - Additional Foremen are required to service multiple areas
- Vehicles/plant(proof of access to, not limited to ownership)

(iv) Clarification on Supporting Documentation

Tenderers must, in conjunction with compliance in terms of Clause 2.2.1.1.4, provide:

- Additional Schedules (F13)
- Expanded Resource plans

as supporting documentation to demonstrate their ability to service Multiple Areas.

Where necessary, additional copies of the relevant Schedules(F13) must be submitted to reflect the resources available for additional Areas.

Failure to demonstrate sufficient capacity will result in:

- The tenderer being considered only for the initial allocation (one Area as Winner and/or one Area as Alternative Tenderer).

(v) Operational Rules for Work Allocation

- The CCT will specify a reasonable response time for acceptance of work.
- Failure to respond within the stipulated timeframe will be deemed a decline.
- Repeated refusal or non-performance may result in:
 - Work being redirected to the Alternative Tenderer
 - Further contractual remedies in terms of the contract

(iv) **Area Preference**

The tenderer shall indicate the order of Area Preference in **Schedule 13 C: Area Preference Schedule**. Tenderers shall therefore indicate their Order of Preference for all areas one (1) to seventeen (17)., with

- “1” = most preferred
- “17” = least preferred

Failure to complete the Area Preference Schedule may result in the tenderer not being considered for allocation.

The contract period shall be for a period of **60 Months (5 Years), Subject to Section 33 Approval Prior to Advertisement**

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system ~~will~~ /will not] be followed.

2.1.5.3 Nomination of Standby Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

2.1.6.4 All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:
The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Office of the City Manager

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

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

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

2.1.6.5 All requests referring to clause 2.1.6.3 must be submitted in writing to:
The City Manager - C/o the Manager: Access to Information Unit, Legal Service Department, Office of the City Manager

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

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

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

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

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

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

All requests relating to data protection must be submitted in writing to:

The City Manager - C/o the Information Officer, Office of the City Manager

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

Via post at: Private Bag X9181, Cape Town, 8000

Via email at: Popia@capetown.gov.za.

2.1.6.7 Compliance to the CCTs Appeals Policy.

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

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Annexure F.14: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as ½ (Administrative cost of the tender appeal) + 0.25 % (Appellant's tender price).

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

In the event where the bidder does not have a Municipal account with the CCT, the fee or surcharge

may be recovered in terms of the CCT's Credit Control and Debt Collection By-law, 2006 (as amended) and its Credit Control and Debt Collection Policy.

2.1.7 CCT Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

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

2.2.1.1.1 Submit a tender offer

Only those tender submissions from which it can be established, *inter alia* that a clear, irrevocable and unambiguous offer has been made to CCT, by whom the offer has been made and what the offer constitutes, will be declared responsive. The Pricing Schedule is to be completed and submitted via hard and soft copy, and the soft copy can be retrieved for download by accessing the following [link](https://docs.google.com/spreadsheets/d/1nxkMwU2J5seMplDoqfXI86H-lbd3DcU-/edit?usp=sharing&oid=101187604832170972436&rtpof=true&sd=true):

<https://docs.google.com/spreadsheets/d/1nxkMwU2J5seMplDoqfXI86H-lbd3DcU-/edit?usp=sharing&oid=101187604832170972436&rtpof=true&sd=true>

The hard copy version within this document must still be submitted, and should there be any differences between the two versions then the hard copy will take preference as being the correct version.

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

- a) A completed **Details of Tenderer** to be provided (applicable schedule below to be completed);
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule below to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided, where applicable.

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

2.2.1.1.3 Compulsory clarification meeting

Not Applicable

2.2.1.1.4 Minimum score for functionality

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

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

Evaluation Criteria	Maximum Points Achievable
1. Tenderer’s Experience	50
2. Experience of Key Staff	30
3. Key Vehicles	20
Total	100

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

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

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format (**refer to Schedules 13A, 13 B.1, 13 B.2 and 13 B.3**) 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.

Functionality will be scored as a composite total. No minimum score per individual criterion will apply. Only the total functionality score will determine progression.

A more detailed explanation of the functionality criteria is given below:

Functionality Criteria	Returnable Schedule
Tenderer's Experience	Tenderer's Experience
Experience of Key Staff	List of Key Staff Experience of Contracts Manager Experience of Site Foreman Experience of Project/Contract Administrator
Vehicles	Proof of access to vehicles

Evaluation criteria will be assessed with respect to the contract specific Scope of Work as outlined under Part C3: Scope of Work. In this regard the following definitions will apply to the evaluation criteria prompts for judgement:

- I. "successfully completed" implies a project that has been completed on time and to specification;
- II. "similar nature" implies projects relating to the litter cleaning/clearing and vegetation management of stormwater and river infrastructure by labour intensive methods
- III. "relevant experience" implies experience on projects of a similar nature (as indicated in II above);

Tenderer's Experience	
Note: the tenderer must submit certificates of completion of the works done/ signed letters from the respective Client/s (Client's letterhead describing the nature of the claimed projects) confirming completion of the claimed projects. Failure to submit this information will result in the project not being considered as part of the evaluation.	
(Score = 0)	No information provided / irrelevant information provided / no relevant experience / projects do not meet the full specified requirement / less than four (4) completed projects of a similar nature / valid certificates of completion have not been submitted
(Score = 30)	To have successfully completed at least four (4) projects of a similar nature
(Score = 50)	To have successfully completed at least five (5) or more projects of a similar nature

Experience of Key Staff (Maximum 10 points per person listed with 30 points maximum score)	
Note: the tenderer must submit CV's to support experience of staff claimed below. Failure to submit this information will result in no points allocation	
Contracts Manager as per Clause A4.1:	
(Score = 0)	No information provided / irrelevant information provided / no relevant site monitoring/site team leader experience / less than four (4) years of relevant experience
(Score = 5)	At least four (4) up to or equal to six (6) years of relevant experience with site monitoring /contracts management experience
(Score = 10)	More than Six (6) years of relevant experience with site monitoring /contracts management experience

Site Foreman as per Clause A4.2:	
(Score = 0)	No information provided / irrelevant information provided / no relevant site monitoring/site team leader experience / less than four (4) years of relevant experience
(Score = 5)	At least four (4) up to or equal to six (6) years of relevant experience with site monitoring/site team leader experience
(Score = 10)	More than Six (6) years of relevant experience with site monitoring/site team leader experience

Project/Contract Administrator as per Clause A4.1:	
(Score = 0)	No information provided / irrelevant information provided / no relevant project/contract administration experience / less than four (4) years of relevant experience
(Score = 5)	At least four (4) up to or equal to six (6) years of relevant project/contract administration experience
(Score = 10)	More than Six (6) years of project/contract administration experience.

Tenderer's Vehicle Ownership	
<i>Note: the tenderer must submit proof of access to vehicles (e.g. registration of the vehicles in the name of the tendering entity or Owner of the business, naTIS document or lease agreements, rental agreements, or other legally enforceable arrangements) in support of vehicles claimed. Said documentation to be submitted alongside bid documentation to enable functionality scoring. Failure to submit this information will result in no points allocation.</i>	
(Score = 0)	No proof of access to vehicles provided or irrelevant/insufficient information provided or less than two (2) vehicles owned
(Score = 15)	Proof of access of at least two (2) Light duty vehicles provided
(Score = 20)	Proof of access of three (3) or more Light duty vehicles provided

2.2.1.1.7 Provision of samples

Not applicable

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

- 2.2.12.2** The tenderer shall return the entire tender document to the CCT after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- 2.2.12.3** The tenderer shall sign the original tender offer where required in terms of the Conditions of Tender. The tender shall be signed by a person duly authorised by the tenderer to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation / founding document of the joint venture or any other document signed by all Parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.
- 2.2.12.4** Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the CCT’s address and identification details stated in the General Tender Information (i.e., item T.1 above), as well as the tenderer’s name and contact address.
- 2.2.12.5** The tenderer shall seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT’s address and identification details as stated in the General Tender Information. . If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as “ORIGINAL” and “COPY” in addition to the aforementioned tender submission details.
- 2.2.12.6** The CCT shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.2.12.7** Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.
- 2.2.12.8** By signing the offer part of the Form of Offer (**The Contract, Section C.2**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.
- 2.2.12.9** Tenderers shall properly deposit its bid in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.
- 2.2.12.10** The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the Returnable Schedule titled **List of Other Documents Attached by Tenderer**.
- 2.2.13 Information and data to be completed in all respects**
- Tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the CCT as non-responsive.
- 2.2.14 Closing time**
- 2.2.14.1** The tenderer shall ensure that the CCT receives the tender offer, together with all applicable documents specified herein, at the address specified in the General Tender Information herein prior to the closing time stated on the front page of the tender document.
- 2.2.14.2** If the CCT extends the closing time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.
- 2.2.14.3** The CCT shall not consider tenders that are received after the closing date and time for such a tender (late tenders).

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

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

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

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1. Preference Points for Specific Goals

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

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

2.2.19.2 Evidence of tax compliance

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

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

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

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

evidence requested, the CCT is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

The tender evaluation points in terms of the price and preference points system will be the primary basis upon which awards will be made and the Order of Preference per Area indicated by tenderers in Schedule 13 C: Area Preference Schedule will be the secondary basis that will be considered by the CCT within the outcomes determined by the tender evaluation points.

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Section C.4)**:

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

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

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

2.3.10.3.4 Applicable formula:

The 90/10 price/preference points system will be applied to the evaluation of responsive tenders above a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

$$P_s = 90 \times \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where: P_s is the number of points scored for price;
 P_t is the price of the tender under consideration;
 P_{min} is the price of the lowest responsive tender.

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

Table B2: Awards above R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10) <i>Above R50 mil</i>	Evidence	Additional Guidance
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>				
1	Gender are women (ownership)* >75% - 100% women ownership: 3 points >50% - 75% women ownership: 2 points >25% - 50% women ownership: 1 point >0% - 25% women ownership: 0.5 point 0% women ownership = 0 points	3	<ul style="list-style-type: none"> Company Registration Certification Central Supplier Database report 	<ul style="list-style-type: none"> Issued by the Companies and Intellectual Property Commission Report name: CSD Registration report
2	Race are black persons (ownership)* >75% - 100% black ownership: 3 points >50% - 75% black ownership: 2 points >25% - 50% black ownership: 1 point >0% - 25% black ownership: 0.5 point 0% black ownership = 0 points	3	<ul style="list-style-type: none"> B-BBEE certificate; Company Registration Certification Central Supplier Database report 	<ul style="list-style-type: none"> South African National Accreditation System approved certificate or commissioned sworn affidavit Issued by the Companies and Intellectual Property Commission Report name: CSD Registration report
3	Disability are disabled persons (ownership)*	1	<ul style="list-style-type: none"> Proof of disability 	<ul style="list-style-type: none"> Medical certificate/ South African Revenue Services disability registration

	WHO disability guideline >2% ownership: 1 points >0% - 2% ownership: 0.5 point 0% ownership = 0 point		• Company Registration Certification	• Issued by the Companies and Intellectual Property Commission
<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>				
4	Promotion of Micro and Small Enterprises Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996) SME partnership, sub-contracting, joint venture or consortiums	3	<ul style="list-style-type: none"> • B-BBEE status level of contributor; • South African owned enterprises; • Financial Statement to determine annual turnover 	<ul style="list-style-type: none"> • Specifically in line with the respective sector codes which the company operates, • South African National Accreditation System approved certificate or commissioned sworn affidavit • Certificate of incorporation or commissioned sworn affidavit • Latest financial statements (1 Year)
	Total points	10		

**Ownership: main tendering entity*

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

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

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

2.3.13 Prepare contract documents

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

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

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


2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM – 542	Approved by Branch Manager: February 2024	Version: 10 Page 25 of 80

TENDER NO: 225S/2025/26

TENDER DESCRIPTION: TERM TENDER (WINNER-TAKES-ALL WITH ALTERNATIVE BIDDER) FOR THE MAINTENANCE OF THE STORMWATER SYSTEMS AND ASSOCIATED INFRASTRUCTURE USING LABOUR-INTENSIVE METHODS

CONTRACT PERIOD: 60 MONTHS (5 YEARS), SUBJECT TO SECTION 33 APPROVAL PRIOR TO ADVERTISEMENT

THE CONTRACT

THE CITY OF CAPE TOWN	
A metropolitan municipality, established in terms of the Local Government: Municipal Structures Act, 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended (“the Purchaser”) herein represented by	
AUTHORISED REPRESENTATIVE	

AND

SUPPLIER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The “Supplier” / “tenderer”)	
TRADING AS (if different from above)	
REGISTRATION NUMBER	
PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANI ET EXECTUANDI OF THE SUPPLIER	
AUTHORISED REPRESENTATIVE	
CAPACITY OF AUTHORISED REPRESENTATIVE	

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

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

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

- Individual / Sole Proprietor
 Close Corporation
 Company
- Partnership or Joint Venture or Consortium
 Trust
 Other:

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address (Chosen Domicilium Citandi Et Executandi)	Postal Code _____
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) Telephone : (____) _____ Fax : (____) _____ Cellular Telephone: _____ E-mail address: _____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
CCT Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	
a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	c) Does the tenderer have any source of income in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER 225S/2025/26: FOR THE MAINTENANCE OF THE STORMWATER SYSTEMS AND ASSOCIATED INFRASTRUCTURE USING LABOUR-INTENSIVE METHODS

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

The tenderer, identified in the offer signature table below,

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

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

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

For and on behalf of the Supplier
(Duly Authorised)

Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

C2 FORM OF OFFER AND ACCEPTANCE (continued)

**TENDER 225S/2025/26: FOR THE MAINTENANCE OF THE
STORMWATER SYSTEMS AND ASSOCIATED INFRASTRUCTURE
USING LABOUR-INTENSIVE METHODS**

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

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

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

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

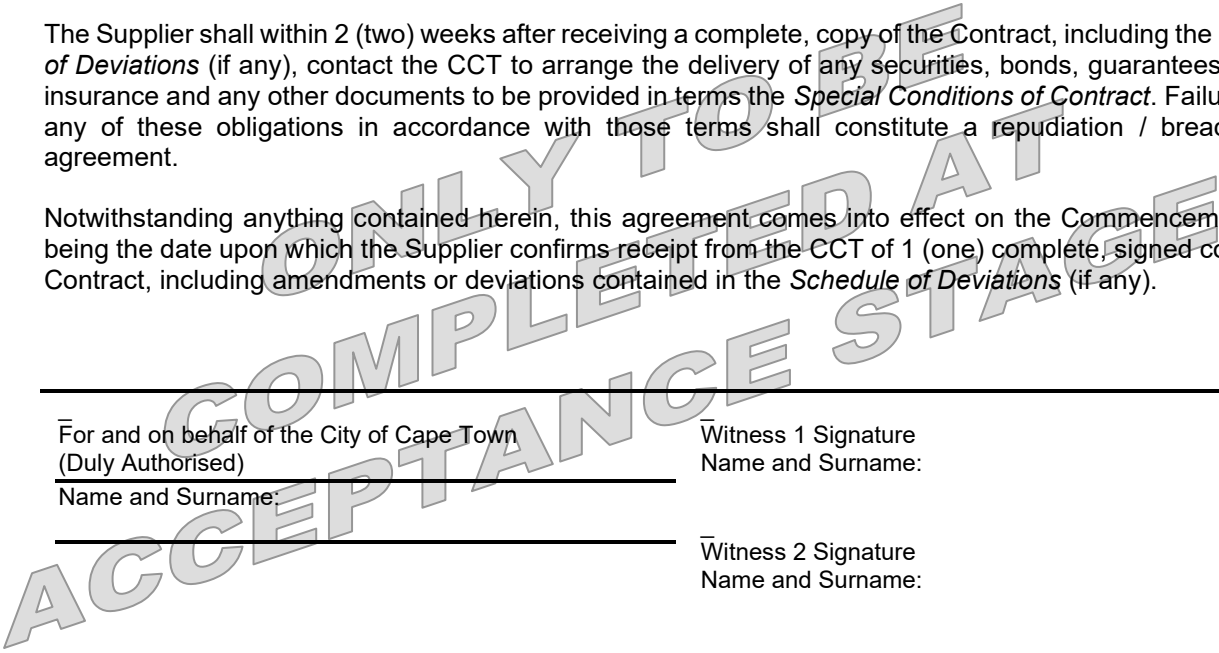
The Supplier shall within 2 (two) weeks after receiving a complete, copy of the Contract, including the *Schedule of Deviations* (if any), contact the CCT to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms the *Special Conditions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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:



Awarded Area(s)

Tick the appropriate box	South Area 1	South Area 2	South Area 3	South Area 4	South Area 5	South Area 6	North Area 1	North Area 2	North Area 3	North Area 4	East Area 1	East Area 2	East Area 3	East Area 4	Central Area 1	Central Area 2	Central Area 3
Winner																	
Alternative																	

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

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

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

FORM OF OFFER AND ACCEPTANCE (continued)

**TENDER 225S/2025/26: FOR THE MAINTENANCE OF THE
STORMWATER SYSTEMS AND ASSOCIATED INFRASTRUCTURE
USING LABOUR-INTENSIVE METHODS**

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

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

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

**ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE**

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

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

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

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

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

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

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

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

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

Witness

Mandatory

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

Witness

for and on behalf of
CCT

C.4 PRICE SCHEDULE

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

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

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding. The Tenderer will be deemed to have allowed within his unit rates for all costs and expenses associated with the Contract including all Preliminary and General Expenses and the costs associated with monthly reporting in terms of this contract
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 **Rates submitted for labour must be equal to or more than the minimum wage specified in the latest Sectoral Determination, available at the time of tender advertising for the Contract Cleaning Sector issued by the Department of Labour. If a tenderer submits labour rates below this wage then their tender will be deemed non-responsive.**
- 5.9 **Labour rates submitted for Overtime/Saturdays and Sunday/Public Holidays must comply with the requirements of the Basic Conditions of Employment Act, aligning with 1.5 and 2.0 times/multiples respectively**
- 5.10 **Tenderers will be required to provide an electronic bill which can be obtained by accessing the following [link](https://docs.google.com/spreadsheets/d/1nxkMwU2J5seMplDoqfXI86H-lbd3DcU-/edit?usp=sharing&oid=101187604832170972436&rtpof=true&sd=true) to request a copy:**
<https://docs.google.com/spreadsheets/d/1nxkMwU2J5seMplDoqfXI86H-lbd3DcU-/edit?usp=sharing&oid=101187604832170972436&rtpof=true&sd=true>
This must be submitted together with a hard copy submission. Should there be any values which do not align with each other, the hard copy will take preference as being the correct version.
- 5.11 Each Item in the Price Schedule for each Area is unique, as described in the 'Rate' columns e.g. SA1 Item 1 will be read as SA1.1.

INITIALS OF CCT OFFICIALS		
1	2	3

**PRICE SCHEDULE 1 of 4 (SOUTH AREA 1 - SA1 TO SOUTH AREA 6 – SA6)
225S/2025/26: MAINTENANCE OF STORMWATER SYSTEMS AND ASSOCIATED INFRASTRUCTURE**

ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT) SA1	RATE (EXCL VAT) SA2	RATE (EXCL VAT) SA3	RATE (EXCL VAT) SA4	RATE (EXCL VAT) SA5	RATE (EXCL VAT) SA6
	FIXED CHARGE ITEMS							
1	Contractor's obligations in terms of the Occupational Health and Safety Act	Sum						
	CONTRACTS MANAGER							
2	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour						
3	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour						
4	Sundays & Public Holidays	Hour						
	PROJECT/CONTRACT ADMINISTRATOR							
5	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour						
6	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour						
7	Sundays & Public Holidays	Hour						
	FOREMAN (EACH)							
8	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour						
9	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour						
10	Sundays & Public Holidays	Hour						
	ARTISAN/OPERATOR (EACH)							
11	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour						
12	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour						
13	Sundays & Public Holidays	Hour						

TENDER NO: 225S2025/26

ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT) SA1	RATE (EXCL VAT) SA2	RATE (EXCL VAT) SA3	RATE (EXCL VAT) SA4	RATE (EXCL VAT) SA5	RATE (EXCL VAT) SA6
	LABOURER (AS PER SECTORIAL DETERMINATION)							
14	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour						
15	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour						
16	Sundays & Public Holidays	Hour						
	COMMUNITY LIAISON OFFICER (EACH)							
17	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Day						
18	Public Holidays	Day						
	DRIVER (EACH)							
19	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour						
20	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour						
21	Sundays & Public Holidays	Hour						
	HEALTH AND SAFETY OFFICER (EACH)							
22	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour						
23	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour						
24	Sundays & Public Holidays	Hour						
25	Inoculation of personnel (Provisional Item - as instructed by the CCT)	Per Person						
	PROVISION OF SECURITY SERVICES (Provisional Item - as instructed by the CCT)							

TENDER NO: 225S2025/26

ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT) SA1	RATE (EXCL VAT) SA2	RATE (EXCL VAT) SA3	RATE (EXCL VAT) SA4	RATE (EXCL VAT) SA5	RATE (EXCL VAT) SA6
26	PSiRA Grade A Guard	Hour						
27	PSiRA Grade B Armed Guard	Hour						
28	PSiRA Grade B Unarmed Guard	Hour						
29	PSiRA Grade C Armed Guard	Hour						
30	PSiRA Grade C Unarmed Guard	Hour						
31	PSiRA Grade D Unarmed Guard	Hour						
	VEHICLES (All-inclusive rates: inclusive of fuel, maintenance, licencing, insurance, security, delivery to and from site, establishment on and removal from site)							
32	Hook on trailer (Min 1 ton)	Hour						
33	LDV minimum capacity 1800cc	Hour						
34	Mini-truck (min. 1 ton loa-d-capacity)	Hour						
35	3 ton - 5 ton truck (all inclusive with driver)	Hour						
36	6m ³ capacity tipper truck (all inclusive with driver)	Hour						
37	6 ton – 8 ton grab loader truck (all inclusive with driver)	Hour						
38	10 Seater MINIBUS (all inclusive)	Hour						
39	Wooden/fibreglass 2 man canoe with stabilisers (or similar approved)	Day						
	EQUIPMENT							
40	Ablution and latrine facilities (including delivery to site, trailer, set up, cleaning, maintenance, removal from site, treatment and disposal of waste)	Day						
41	Brush cutter (including fuel and maintenance)	Hour						
42	Chainsaw (including fuel and maintenance)	Hour						
43	Standard generator (including fuel and maintenance)	Hour						
44	Compressor (including fuel and maintenance)	Hour						
45	Plate compactor (including fuel and maintenance)	Hour						
46	Over pumping pump – 50L/s with 300m hose (including fuel and maintenance)	Hour						

TENDER NO: 225S2025/26

ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT) SA1	RATE (EXCL VAT) SA2	RATE (EXCL VAT) SA3	RATE (EXCL VAT) SA4	RATE (EXCL VAT) SA5	RATE (EXCL VAT) SA6
47	Over pumping pump – 100L/s with 300m hose (including fuel and maintenance)	Hour						
48	Mobile Drum-style gravity feed chipper (min. chipper capacity of 150mm)	Hour						
	PROVISION OF MATERIALS (All inclusive rate – supply and deliver to site as directed) - (Provisional Item - as instructed by the CCT)							
49	Military Sand Bag (Size: 40 x 80 cm, Capacity: 25 kg)	Each						
50	Filter fabric (Geotextile Grade 1, non-woven, min. mass 320g/m ²)	m ²						
51	150 Micron SABS Black Plastic Sheet (1m x 30m)	Each						
52	Wooden droppers (2m lengths 20mm diameter)	Each						
	DISPOSAL OF NON-CONTAMINATED WASTE AT A CITY OF CAPE TOWN SOLID WASTE DISPOSAL FACILITY (All-inclusive rates: treatment, collection, loading and disposal)							
53	Disposal of non-contaminated waste at an approved waste management facility (e.g. Drop-offs, Transfer Stations, Waste Management Facility , Landfill Site) where disposal cost/charge is applicable	Per ton						
	DISPOSAL OF CONTAMINATED WASTE AT THE VISSERHOK WASTE MANAGEMENT FACILITY (THE PRIVATE SITE) (All-inclusive rates: treatment, collection, loading and disposal)							
54	Disposal of contaminated/special waste at an approved waste management facility (Vissershok Landfill Site) where disposal cost/charge is applicable	Per ton						

PRICE SCHEDULE 2 of 4 – (NORTH AREA 1 - NA1 TO NORTH AREA 4 – NA4)
225S/2025/26: MAINTENANCE OF STORMWATER SYSTEMS AND ASSOCIATED INFRASTRUCTURE

ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT) NA1	RATE (EXCL VAT) NA2	RATE (EXCL VAT) NA3	RATE (EXCL VAT) NA4
	FIXED CHARGE ITEMS					
1	Contractor's obligations in terms of the Occupational Health and Safety Act	Sum				
	CONTRACTS MANAGER					
2	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour				
3	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour				
4	Sundays & Public Holidays	Hour				
	PROJECT/CONTRACT ADMINISTRATOR					
5	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour				
6	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour				
7	Sundays & Public Holidays	Hour				
	FOREMAN (EACH)					
8	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour				
9	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour				
10	Sundays & Public Holidays	Hour				
	ARTISAN/OPERATOR (EACH)					
11	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour				
12	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour				
13	Sundays & Public Holidays	Hour				
	LABOURER (EACH) (AS PER SECTORIAL DETERMINATION)					
14	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour				
15	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour				
16	Sundays & Public Holidays	Hour				
	COMMUNITY LIAISON OFFICER (EACH)					
17	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour				
18	Public Holidays	Hour				

TENDER NO: 225S2025/26

ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT) NA1	RATE (EXCL VAT) NA2	RATE (EXCL VAT) NA3	RATE (EXCL VAT) NA4
	DRIVER (EACH)					
19	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour				
20	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour				
21	Sundays & Public Holidays	Hour				
	HEALTH AND SAFETY OFFICER (EACH)					
22	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour				
23	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour				
24	Sundays & Public Holidays	Hour				
25	Inoculation of personnel (Provisional Item - as instructed by the CCT)	Per Person				
	PROVISION OF SECURITY SERVICES (Provisional Item - as instructed by the CCT)					
26	pSiRA Grade A Guard	Hour				
27	PSiRA Grade B Armed Guard	Hour				
28	PSiRA Grade B Unarmed Guard	Hour				
29	PSiRA Grade C Armed Guard	Hour				
30	PSiRA Grade C Unarmed Guard	Hour				
31	PSiRA Grade D Unarmed Guard	Hour				
	VEHICLES (All-inclusive rates: inclusive of fuel, maintenance, licencing, insurance, security, delivery to and from site, establishment on and removal from site)					
32	Hook on trailer (Min 1 ton)	Hour				
33	LDV minimum capacity 1800cc	Hour				
34	Mini-truck (min. 1 ton loa-d-capacity)	Hour				
35	3 ton - 5 ton truck (all inclusive with driver)	Hour				
36	6m ³ capacity tipper truck (all inclusive with driver)	Hour				
37	6 ton – 8 ton grab loader truck (all inclusive with driver)	Hour				
38	10 Seater MINIBUS (all inclusive)	Hour				
39	Wooden/fibreglass 2 man canoe with stabilisers (or similar approved)	Day				

TENDER NO: 225S2025/26

ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT) NA1	RATE (EXCL VAT) NA2	RATE (EXCL VAT) NA3	RATE (EXCL VAT) NA4
	EQUIPMENT					
40	Ablution and latrine facilities (including delivery to site, trailer, set up, cleaning, maintenance, removal from site, treatment and disposal of waste)	Day				
41	Brush cutter (including fuel and maintenance)	Hour				
42	Chainsaw (including fuel and maintenance)	Hour				
43	Standard generator (including fuel and maintenance)	Hour				
44	Compressor (including fuel and maintenance)	Hour				
45	Plate compactor (including fuel and maintenance)	Hour				
46	Over pumping pump – 50L/s with 300m hose (including fuel and maintenance)	Hour				
47	Over pumping pump – 100L/s with 300m hose (including fuel and maintenance)	Hour				
48	Mobile Drum-style gravity feed chipper (min. chipper capacity of 150mm)	Hour				
	PROVISION OF MATERIALS (All inclusive rate – supply and deliver to site as directed) - (Provisional Item - as instructed by the CCT)					
49	Military Sand Bag (Size: 40 x 80 cm, Capacity: 25 kg)	Each				
50	Filter fabric (Geotextile Grade 1, non-woven, min. mass 320g/m ²)	m ²				
51	150 Micron SABS Black Plastic Sheet (1m x 30m)	Each				
52	Wooden droppers (2m lengths 20mm diameter)	Each				
	DISPOSAL OF NON-CONTAMINATED WASTE AT A CITY OF CAPE TOWN SOLID WASTE DISPOSAL FACILITY (All-inclusive rates: treatment, collection, loading and disposal)					
53	Disposal of non-contaminated waste at an approved waste management facility (e.g. Drop-offs, Transfer Stations, Waste Management Facility , Landfill Site) where disposal cost/charge is applicable	Per ton				
	DISPOSAL OF CONTAMINATED WASTE AT THE VISSERHOK WASTE MANAGEMENT FACILITY (THE PRIVATE SITE) (All-inclusive rates: treatment, collection, loading and disposal)					
54	Disposal of contaminated/special waste at an approved waste management facility (Vissershok Landfill Site) where disposal cost/charge is applicable	Per ton				

PRICE SCHEDULE 3 of 4 – EAST AREA 1 – EA1 TO EAST AREA 4 – EA4)
225S/2025/26: MAINTENANCE OF STORMWATER SYSTEMS AND ASSOCIATED INFRASTRUCTURE

ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT) EA1	RATE (EXCL VAT) EA2	RATE (EXCL VAT) EA3	RATE (EXCL VAT) EA4
	FIXED CHARGE ITEMS					
1	Contractor's obligations in terms of the Occupational Health and Safety Act	Sum				
	CONTRACTS MANAGER					
2	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour				
3	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour				
4	Sundays & Public Holidays	Hour				
	PROJECT/CONTRACT ADMINISTRATOR					
5	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour				
6	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour				
7	Sundays & Public Holidays	Hour				
	FOREMAN (EACH)					
8	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour				
9	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour				
10	Sundays & Public Holidays	Hour				
	ARTISAN/OPERATOR (EACH)					
11	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour				
12	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour				
13	Sundays & Public Holidays	Hour				
	LABOURER (EACH) (AS PER SECTORIAL DETERMINATION)					
14	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour				
15	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour				
16	Sundays & Public Holidays	Hour				
	COMMUNITY LIAISON OFFICER (EACH)					
17	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour				
18	Public Holidays	Hour				

ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT) EA1	RATE (EXCL VAT) EA2	RATE (EXCL VAT) EA3	RATE (EXCL VAT) EA4
	DRIVER (EACH)					
19	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour				
20	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour				
21	Sundays & Public Holidays	Hour				
	HEALTH AND SAFETY OFFICER (EACH)					
22	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour				
23	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour				
24	Sundays & Public Holidays	Hour				
25	Inoculation of personnel (Provisional Item - as instructed by the CCT)	Per Person				
	PROVISION OF SECURITY SERVICES (Provisional Item - as instructed by the CCT)					
26	pSiRA Grade A Guard	Hour				
27	PSiRA Grade B Armed Guard	Hour				
28	PSiRA Grade B Unarmed Guard	Hour				
29	PSiRA Grade C Armed Guard	Hour				
30	PSiRA Grade C Unarmed Guard	Hour				
31	PSiRA Grade D Unarmed Guard	Hour				
	VEHICLES (All-inclusive rates: inclusive of fuel, maintenance, licencing, insurance, security, delivery to and from site, establishment on and removal from site)					
32	Hook on trailer (Min 1 ton)	Hour				
33	LDV minimum capacity 1800cc	Hour				
34	Mini-truck (min. 1 ton loa-d-capacity)	Hour				
35	3 ton - 5 ton truck (all inclusive with driver)	Hour				
36	6m ³ capacity tipper truck (all inclusive with driver)	Hour				
37	6 ton – 8 ton grab loader truck (all inclusive with driver)	Hour				
38	10 Seater MINIBUS (all inclusive)	Hour				
39	Wooden/fibreglass 2 man canoe with stabilisers (or similar approved)	Day				

ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT) EA1	RATE (EXCL VAT) EA2	RATE (EXCL VAT) EA3	RATE (EXCL VAT) EA4
	EQUIPMENT					
40	Ablution and latrine facilities (including delivery to site, trailer, set up, cleaning, maintenance, removal from site, treatment and disposal of waste)	Day				
41	Brush cutter (including fuel and maintenance)	Hour				
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43	Standard generator (including fuel and maintenance)	Hour				
44	Compressor (including fuel and maintenance)	Hour				
45	Plate compactor (including fuel and maintenance)	Hour				
46	Over pumping pump – 50L/s with 300m hose (including fuel and maintenance)	Hour				
47	Over pumping pump – 100L/s with 300m hose (including fuel and maintenance)	Hour				
48	Mobile Drum-style gravity feed chipper (min. chipper capacity of 150mm)	Hour				
	PROVISION OF MATERIALS (All inclusive rate – supply and deliver to site as directed) - (Provisional Item - as instructed by the CCT)					
49	Military Sand Bag (Size: 40 x 80 cm, Capacity: 25 kg)	Each				
50	Filter fabric (Geotextile Grade 1, non-woven, min. mass 320g/m ²)	m ²				
51	150 Micron SABS Black Plastic Sheet (1m x 30m)	Each				
52	Wooden droppers (2m lengths 20mm diameter)	Each				
	DISPOSAL OF NON-CONTAMINATED WASTE AT A CITY OF CAPE TOWN SOLID WASTE DISPOSAL FACILITY (All-inclusive rates: treatment, collection, loading and disposal)					
53	Disposal of non-contaminated waste at an approved waste management facility (e.g. Drop-offs, Transfer Stations, Waste Management Facility , Landfill Site) where disposal cost/charge is applicable	Per ton				
	DISPOSAL OF CONTAMINATED WASTE AT THE VISSERHOK WASTE MANAGEMENT FACILITY (THE PRIVATE SITE) (All-inclusive rates: treatment, collection, loading and disposal)					
54	Disposal of contaminated/special waste at an approved waste management facility (Vissershok Landfill Site) where disposal cost/charge is applicable	Per ton				

PRICE SCHEDULE 4 of 4 – CENTRAL AREA 1 – CA1 TO CENTRAL AREA 3 – CA3)
225S/2025/26: MAINTENANCE OF STORMWATER SYSTEMS AND ASSOCIATED INFRASTRUCTURE

ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT) CA1	RATE (EXCL VAT) CA2	RATE (EXCL VAT) CA3
	FIXED CHARGE ITEMS				
1	Contractor's obligations in terms of the Occupational Health and Safety Act	Sum			
	CONTRACTS MANAGER				
2	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour			
3	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour			
4	Sundays & Public Holidays	Hour			
	PROJECT/CONTRACT ADMINISTRATOR				
5	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour			
6	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour			
7	Sundays & Public Holidays	Hour			
	FOREMAN (EACH)				
8	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour			
9	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour			
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	ARTISAN/OPERATOR (EACH)				
11	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour			
12	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour			
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	LABOURER (EACH) (AS PER SECTORIAL DETERMINATION)				
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15	Overtime (17:00 to 8:00 Monday to Friday & Full day Saturday)	Hour			
16	Sundays & Public Holidays	Hour			
	COMMUNITY LIAISON OFFICER (EACH)				
17	Normal Working Hours between (8:00 to 17:00 Monday to Friday)	Hour			
18	Public Holidays	Hour			

TENDER NO: 225S2025/26

ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT) CA1	RATE (EXCL VAT) CA2	RATE (EXCL VAT) CA3
	DRIVER (EACH)				
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	VEHICLES (All-inclusive rates: inclusive of fuel, maintenance, licencing, insurance, security, delivery to and from site, establishment on and removal from site)				
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34	Mini-truck (min. 1 ton loa-d-capacity)	Hour			
35	3 ton - 5 ton truck (all inclusive with driver)	Hour			
36	6m ³ capacity tipper truck (all inclusive with driver)	Hour			
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38	10 Seater MINIBUS (all inclusive)	Hour			
39	Wooden/fibreglass 2 man canoe with stabilisers (or similar approved)	Day			

TENDER NO: 225S2025/26

ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT) CA1	RATE (EXCL VAT) CA2	RATE (EXCL VAT) CA3
	EQUIPMENT				
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44	Compressor (including fuel and maintenance)	Hour			
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46	Over pumping pump – 50L/s with 300m hose (including fuel and maintenance)	Hour			
47	Over pumping pump – 100L/s with 300m hose (including fuel and maintenance)	Hour			
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	PROVISION OF MATERIALS (All inclusive rate – supply and deliver to site as directed) - (Provisional Item - as instructed by the CCT)				
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	DISPOSAL OF CONTAMINATED WASTE AT THE VISSERHOK WASTE MANAGEMENT FACILITY (THE PRIVATE SITE) (All-inclusive rates: treatment, collection, loading and disposal)				
54	Disposal of contaminated/special waste at an approved waste management facility (Vissershok Landfill Site) where disposal cost/charge is applicable	Per ton			

C.5 SPECIFICATION(S)

PART A: WORKS SPECIFICATIONS

A1	CCTs Objective
A2	Overview of the Works
A3	Extent of the Works
A4	Management
A5	Expended Public Works Programme
A6	Contract Funding
A7	Hazardous Nature of the Works
A8	Standard of Workmanship
A9	Health and Safety Requirements
A10	Environmental Requirements
A11	Vehicles, Equipment and Plant
A12	Identification and Uniforms
A13	Performance Monitoring
A14	Works Comprising the Tender
A15	Method Statements and Maintenance Management Plans
A16	Disposal of Material
A17	Security, Watching and Lighting
A18	Defects
A19	General

PART B: GENERAL SPECIFICATIONS

- B1 Site Facilities Available
- B2 Features Requiring Special Attention
- B3 Protection of Services
- B4 Accommodation of Traffic
- B5 Liaison with Local Authorities
- B6 Production Rates
- B7 Trade Names or Proprietary Products
- B8 Employment of Security Personnel
- B9 Forms for Contract Administration

PART A: WORKS SPECIFICATIONS**A1 CCTS OBJECTIVE**

The CCT's objectives are to maintain the City of Cape Town's stormwater systems and associated infrastructure using labour-intensive methods in a consistent, sustainable, cost effective, efficient and integrated manner within the boundaries of the City of Cape Town Municipality. The stormwater systems and associated infrastructure may include but is not limited to the following: rivers, streams, canals, channels, dams, inlet and outlet structures, conduits, culverts, wetlands, wet and dry ponds, litter traps, silt traps, weirs, berms and embankments, gabion and reno-mattress structures.

A2 OVERVIEW OF THE WORKS**A2.1 General Description of the Works****A2.1.1 Routine and Periodic Works**

The work entails the routine (frequent) and periodic (infrequent) maintenance of stormwater systems and associated infrastructure. The maintenance activities may include the following:

1. **Vegetation management** – cutting of grass, reeds and other vegetation from the banks and within the stormwater systems and the disposal thereof. Removal of floating aquatic vegetation from the stormwater systems and the disposal thereof.
2. **Sediment management** – removal of rubble, debris, silt and sediments from the banks and within the stormwater systems and the disposal thereof.
3. **Litter management** – removal of litter and debris from the banks and within the stormwater systems and the disposal thereof.
4. **Pollution management** – cleaning of stormwater systems by means of mechanical plant (e.g. Combination unit or overpumping etc) and disposal of polluted water or material from within the stormwater systems, or emanating from adjacent sources.
5. **Minor repairs** – assisting with basic, simple and minor repairs of damaged stormwater infrastructure.

All work will be guided by the Maintenance Management Plans (MMPs) as well as the Environmental Management Programme Report (EMPr), and at all times be compliant with all appropriate legislation, regulations, City policy, City by-laws, the works and general specifications, environmental specification and the health and safety specifications.

A2.1.2 Emergency Works

The Supplier may be called upon to assist the City of Cape Town with emergency maintenance of stormwater systems and associated infrastructure. Emergency maintenance will typically be unplanned and short notice and may be out of normal working hours. The Supplier will be paid in accordance with the schedule of rates. The Supplier must attend to the emergency immediately, as emergencies can be expected 24/7.

A2.2 Site Specific Scope of Works

The site specific scope of works will be determined on a project by project basis using the step by step method described in clause A2.3 below. The City of Cape Town reserves the right to adapt this method from time to time during the course of the contract.

A2.3 Allocation of Routine and Periodic Works

The Purchaser will provide the Supplier with a scope/project brief and any specific terms and conditions for a particular Works Project. The Purchaser reserves the right to plan and effect individual Works

Projects at its sole discretion and subject to the availability of funding.

The routine and periodic site specific scope of works will be determined on a project by project basis using the following step by step method:

Step 1: Visit the Proposed Work Area (site)

All sites offer different conditions, therefore a City representative will meet the Supplier on site (or in some circumstances in the City representative's office) to discuss the specifications, identify the boundaries and reach agreement on the extent and method of the services required with reference made to the environmental requirements and the specifications of this contract.

The Supplier shall inform the City Representative if he accepts or declines the work, in writing, within two (2) working days after the site visit.

If the Main Supplier declines the work, due to lack of capacity at that time (in the opinion of the Purchaser or Supplier) or any other reason, the Purchaser reserves the right to consider the "Alternative " for this particular works project.

Step 2: Determine the Work to be Completed

The City's representative will describe and quantify the works to be completed and shall submit to the Supplier an estimate of the work based on the specifications of this contract.

Step 3: Submission of Site Specific Quote

- a) The Supplier will submit a site specific quote based on the approved rates and particular site conditions within 5 working days after the site visit.
- b) Should the quote submitted to the City's representative not be accepted, consultations will proceed between both parties (Purchaser and Main Supplier) and the Supplier will have to resubmit the quote for approval, within two (2) working days after receiving an instruction from the City Representative.
- c) If consultations are unresolved or should the Supplier fail to respond or fail to resubmit the quote within two (2) working days as indicated in b) above, the Purchaser will deem failure to respond as non-acceptance/refusal to accept the work, the Purchaser reserves the right to consider the "Alternative Supplier" for this particular works project.
- d) Upon receipt and approval of the site specific quote, the City's representative will create the purchase order within 5 working days and issue the Supplier with proof thereof.
- e) Upon receipt of the purchase order the Supplier will have 7 working days to provide the City representative with the required documentation for review and approval (refer to A 2.7) and thereafter commence with the works.
- f) The Supplier shall not commence with work until such time as they have received a purchase order and prior to the submission and approval of the the required documentation in terms of A 2.7.
- g) Should the Supplier not adhere to Step 3e, consultations will proceed between both parties (Purchaser and Main Supplier) If consultations are unresolved, the Purchaser reserves the right to consider the "Alternative Supplier" for this particular works project.
- h) Proceed to step 3a to 3g for the Alternative Supplier.

If, in the opinion of the Purchaser, the "Main Supplier" is not performing on an existing the Works Project/s, the Purchaser reserves the right to offer the Works Project to the "Alternative Supplier".

The Purchaser reserves the right to reduce the scope of work of a Works Project or cancel a Works Project based on the non-performance of the Supplier.

A2.4 Allocation of Emergency Works

Emergency works by their nature are unplanned and usually urgent. Therefore, the City of Cape Town will not be in a position to foresee such work in advance. The allocation of this work will be done on an ad hoc manner, on instruction by telephone and confirmed in writing from the Director: Bulk Services or their representative.

The Purchaser's Agent will contact the Supplier telephonically notifying them of impending works. The Supplier shall provide 2 (two) contact numbers on which he can be telephonically contacted at all times. The Purchaser's Agent will try both numbers and if unsuccessful the backup Supplier for the river cluster will be contacted to attend to the emergency works.

In terms of the contact details provided, it is required that the individuals identified (reference contacts) has the necessary delegated authority, to exercise executive decisions i.e. acceptance or refusal of executing emergency works.

As noted the nature of the works are unplanned and urgent, and primary instructions shall be via telephone. Therefore, as part of the contact/response protocol a period of 15 minutes shall be allowed from initiation (phone call made) to receiving a response (answering of phone call) or no response.

In the event where no feedback has been provided, within the 15 minute period explained above, the contacted Supplier shall be deemed to have refused the works.

In the event where feedback has been provided, within the allotted 15 min period, the works shall be deemed as accepted by the Supplier.

In terms of notification to the Supplier, whether accepted or refused, a follow up email/message will be issued to confirm the status (i.e. Acceptance or Refusal).

The response time for emergency callouts will be 4 hours i.e. from the time the call was received by the Suppliers to the time of arriving on site. Refer to *Clause 22 Penalties* for applicable Penalty associated with any late or non-arrival for emergency works once accepted.

Emergency work can be requested at any time of any day of the week. The Supplier will be paid in accordance with the schedule of rates and no additional charges will apply and only upon the provision and approval of supporting invoice documentation (e.g. timesheets, log sheets, before and after photographs etc.).

A2.5 Work Area

The Suppliers will be required to work in designated areas within the river catchment boundaries of the City of Cape Town municipal area as shown on the drawings.

For the purposes of this tender the City of Cape Town Municipal Area has been divided into Maintenance Areas as shown on the Drawings in Annexure 3, Area Map.

A2.6 Boundaries of the Site

The site boundaries will be defined on a project by project basis, and will be identified during the project planning/scoping stage. Typically, the project site shall consist of the entire river, wetland, pond or dam reserve and necessary areas adjacent which may be required for access, cleaning, material storage and management and special works, including additional lengths of road or pathways where warning signs are required.

In Annexure 3, Area Map, the area as shown and the site will be anywhere within the catchment boundaries of the area.

A2.7 Required Documentation Before Work Can Commence

Before work on site can commence, the Supplier will have to within 7 working days (of receipt of the purchase order) provide the Purchasers representative with the following documentation:

- Method Statement (Resource allocation, team composition, tools, plant, equipment, vehicles, work methods, access arrangements, material storage and management)
- Health and Safety Plan
- Environmental Management Plan (Only when requested by Purchaser)
- Programme/schedule for completion.
- A CV of the Site Foreman
- Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
- Evidence of Insurance in terms of the contract or Insurance Broker's Warrantee.

A2.8 Contractual Requirements (Insurances)

The Supplier shall make provision in his rate for insurance of the works and plant, third party or public liability insurance and unemployment insurance to cover his compliance with the requirements of the Workmen's Compensation Act, 1941 (Act NO. 30 of 1941) and any other initial financing obligations required under the framework contract.

This clause is to be read in conjunction with C.6 Special Conditions of Contract, clause 11.

A3 EXTENT OF THE WORKS

A3.1 Work to Be Carried Out

The work that is to be carried out under the contract shall include the following:

- **Project Planning** – undertaking all the necessary activities to plan the project, including meeting with the City representative, a pre-project site visit, preparation of the site specific quote and documentation, including taking date and time stamped photographs of the site and conditions thereof, and planning the project logistics.
- **Project Implementation** – carrying out the maintenance activities as described in section A2.1 above, including full supervision of all staff (directly employed and indirectly employed via EPWP or sub-contractor), management of the work programme, environmental compliance, health and safety compliance and quality control (including taking date and time stamped photographs) .
- **Project Close Out** – undertaking all close out activities, including a post project site visit if required, taking date and time stamped photographs of the completed work, rectifying any defects, removal of all materials, vehicles, plant and equipment from the site, restoring the site to pre-works condition, and issuing the before and after photos, EPWP requirements, dumping invoices and the final invoice
- **Document Management and Record Keeping** – undertake all record keeping and management of project and contract documentation as required by the City, in particular in compliance with EPWP requirements, recording of vehicle use and mileage and record keeping and proof of waste material dumped at official disposal facilities.

- **General** – ongoing care, upkeep, repair, maintenance, licensing and cleaning of all plant, equipment, vehicles and machinery used and required for the execution of this contract (irrespective whether it is owned or hired).
- **Contract Management and Administration** – undertaking all contract management and administration to ensure the successful execution and control of the whole contract.
- **Training and Development** – participate in periodic training and development programmes as required by the City, and undertaking task specific tool box talks and job hazard analyses.
- **Auditing** – participate in periodic audits as required by the City.
- **Progress Meetings** – participate in weekly work planning and monthly contract progress meetings as required by the City.

A3.2 Variations

The site specific scope of works will be determined on a project by project basis. However, if during the course of the work, the conditions are found to differ from those anticipated, the Director: Water and Sanitation or their representative reserves the right to modify the scope of the work to suit the prevailing conditions and circumstances. Variations introduced in this manner will be measured and paid for at the rates tendered for appropriate items listed in the Schedule of Rates.

A4 MANAGEMENT

A4.1 Contract Management

The Supplier must ensure that they have in their employment experienced and skilled management staff required to successfully administer, manage and control the overall contract.

The costs of the overall contract administration, management and control shall be remunerated under the rates tendered for:

Contracts Manager Project/Contract Administrator

The specific items listed above will be used to compensate the Supplier for the execution of contract management and administration requirements in terms of this and other related clauses in the contract. The rate is an hourly rate per resource category and is all-inclusive and shall cover all overhead charges and profit, insurances, and any other cost associated with the employ of these personnel.

Payment will be made based on a calculation of actual hours of time that was utilised for each resource category on each job. The Purchaser will not pay for time travelled to the first site of the day from the Supplier's place of work, or travel back to the Supplier's place of work after the last site of the day.

The following will form part of the duties completed by

- **Contracts Manager** – Quotation in relation to Tender Specifications, Compilation of Method Statements, Programme, Environmental Management Plan(where required), submission of documentation in terms of Tender, liaison with Stakeholders in conjunction with Employers Agent for EPWP Employment issues, sorting out any contractual matters which may arise.
- **Project/Contract Administrator** – Submission of Timesheets, ID's, Contracts and EPWP Labour Reports to Employers Agent & EPWP Office, submission of Randomization Requests for EPWP Employment, Setting up meetings for Interviews, recording data at interview and providing feedback to Employers Agent

The Supplier shall obtain written approval from the Purchaser where new staff are brought onto the project or when staff are replaced on the project under these resource categories.

The Contracts Manager in terms of the Tender submission may fulfil the Contract Management role of multiple areas should more than one area be awarded to the Tenderer.

A4.2 Site Administration and Management

The Supplier must ensure that they have in their employment experienced and skilled supervisory staff to provide supervision and management of works projects and staff.

The costs of the site administration, management and control shall be remunerated under the rates tendered for:

Site Foreman

The rate is an hourly rate per resource category and is all-inclusive and shall cover all overhead charges and profit, insurances, and any other cost associated with the employ of these personnel.

Payment will be made based on a calculation of actual hours of time that was utilised for each resource category on each job. The Purchaser will not pay for time travelled to the first site of the day from the Supplier's place of work, or travel back to the Supplier's place of work after the last site of the day.

The following will form part of the Site Foreman's duties:

- Site Forman – Supervising daily operations and staff on site, ensuring compliance with safety regulations, ensuring compliance with tender specifications, managing resources, communicating progress to management and Employers Agent, dealing with issues on site as and when they arise

The Supplier shall obtain written approval from the Purchaser where new staff are brought onto the project or when staff are replaced on the project under this resource categories.

A5 EXPANDED PUBLIC WORKS PROGRAMME

A5.1 Principles of EPWP

This contract aligns with the principles of the Expanded Public Works Programme (EPWP). This contract includes for the use of labour intensive methods to maintain stormwater systems and associated infrastructure. The method to be used for maintenance of the stormwater systems and associated infrastructure will be as specified on a project by project basis by the City of Cape Town, and when labour intensive methods are to be used then teams must comprise of **80% local labour**, of which a minimum of **20% must be women**. The Supplier will be responsible for the recruitment of all EPWP staff required for the execution of the project via the approved City of Cape Town EPWP recruitment process. If under extreme circumstances, due to the nature of the works, or the area in which the work is to take place in any individual Works Project, it is not possible for the Supplier to achieve the specified targets on that particular Works Project, then the Purchaser, at his/her sole discretion, may reduce such targets upon motivation of the Supplier.

The principles of the Expanded Public Works Programme (EPWP) shall apply exclusively to the recruitment and selection process for local labour. All remuneration shall be aligned with the applicable Sectoral Determination for the Contract Cleaning Sector.

A5.2 Compliance with EPWP Requirements

A5.2.1 The following is required to be complaint with EPWP requirements:

- Timeous submission of Randomization requests to EPWP Office
- Feedback on randomization requests
- Scheduling meetings/interview with candidate employees as received via randomization and inviting local Councillor and other stakeholders.
- Feedback on interviews with candidates and next steps
- Provide detailed wage breakdown per job category

- Proof of wages paid to workers.
- Applying labour intensive control methods.
- Adhering to the Code of Good Practice for employment and conditions of work for Expanded Public Works Programmes (Basic Conditions of Employment Act, 1997, Published in the Government Gazette No: 34032 Feb 2011).

A5.2.2 Invoices will only be paid on the successful completion of the task and on submission of the following documents:

- Timesheets – signed by each team member and the Supplier.
- Pay slips and proof of wages paid (including the signature of workers that they accepted the wages). Certified, colour ID copy of each worker on the timesheet. Signed employment contract of each worker. Banking details of each worker.
- EPWP labour report in the format provided by the City of Cape Town.
- Vehicle log sheets.(See annex 1)
- Evidence of weekly safety talks and signed attendance register.

The above documentation is to be submitted no later than the first working day of the month.

The costs of the EPWP labour, shall be remunerated under the rates tendered for:

Labourer

The rate is an hourly rate per resource category and is all-inclusive and shall cover all overhead charges and profit, insurances, and any other cost associated with the employ of these personnel.

Payment will be made based on a calculation of actual hours of time that was utilised for each resource category on each job. The Purchaser will not pay for time for labour to travel to the first site of the day from the contractor's place of work, or travel back to the Supplier's place of work after the last site of the day

A5.3 Community Liaison Officer

Certain works may require a CLO to be appointed by the Supplier depending on the conditions of the site area. The primary functions of the CLO shall be to assist the Supplier by acting as a representative for the local community and to assist with and facilitate communication between the Supplier, the Purchaser and the local communities.

The identification of suitable candidates (maximum 5; minimum 3) for the CLO position shall be resolved by the relevant Sub-Council Manager through a process of advertising and shortlisting. Should suitable candidates not be identified through this process, the Supplier shall be allowed to seek candidates from the relevant Sub-Council Job-Seekers Database. The final selection and appointment of the CLO in terms of the contract shall be the responsibility of the Supplier.

If it is required that the Supplier enter into a contract of temporary employment with the selected CLO, the contracting parties will be the Supplier and the CLO. The contract shall stipulate the terms of employment including the period of appointment and the contract commencement date for the CLO which shall be as agreed with the Purchaser.

This form sets out the agreement between the parties and the duties and conditions of employment of the CLO. The rate of remuneration for the CLO, payable by the Supplier, is currently R500.00 per day is subject to change based on the prescribed/regulated increases by the City.

The Supplier shall accommodate in his tendered rates for all relevant costs involved i.e. all statutory deductions, additional costs for leave days and bonuses etc. The Supplier will be required to provide the

Purchaser with proof of payment made to the CLO, including signed timesheets, prior to the processing of payments. Payments made to the CLO will be based on the number of hours actually worked and not a flat monthly rate.

Typical duties of the CLO include:

- to keep the community informed on the progress of the project;
- to keep the Supplier informed on relevant community affairs and possible grievances;
- to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
- to assist the Supplier's supervisory staff in the management of the workers.

The rate of remuneration for the CLO, payable by the Supplier, will be as per the remuneration at the time of tender and is subject to change based on the prescribed/regulated increases by the City. The Supplier is therefore to incorporate this cost into the rate tendered along with all other overhead charges and profit, insurances, and any other cost associated with the employ of these personnel

A6 CONTRACT FUNDING

This contract is for undertaking work described in the Scope of Works on an as and when required basis based on the needs of the City of Cape Town and the availability of funds.

The City of Cape Town reserves the right to omit certain work items and there is no guarantee that all work items will be utilized during the duration of this contract.

Some areas may have more work than others depending on, inter alia, rainfall, vegetation growth, condition of the river, pollution events, erosion, littering and dumping, location (i.e. on private land or land owned by other authorities).

The City of Cape Town cannot guarantee the quantity of work for any Supplier working in any river cluster for the duration of this contract.

A7 HAZARDOUS NATURE OF THE WORKS

The work undertaken during this contract may be hazardous in its nature and Suppliers are required to take every precaution to protect their workers and the general public during the execution of this contract. Suppliers must comply with the Health and Safety specifications at all times. Furthermore, due to the risk of exposure to contaminated water and materials, the Supplier must make allowance for the necessary medical inoculation and associated expenses of all staff that may be in contact with contaminated water and materials. There is specific item in the Schedule of rates for inoculation of personnel, this item is provisional and will therefore only be utilized where instructed by the Purchaser at their sole discretion. The Supplier is to provide documentary evidence e.g. inoculation certificate/s to the Purchaser for payment under this item, where no documentation is provided no payment will be effected. The Service Provider is to note that this item is not to be used for the Medical Certificates of Fitness refer to Clause A9.1.14 in this regard.

A8 STANDARD OF WORKMANSHIP AND PROVISION OF MATERIALS

A8.1 STANDARD OF WORKMANSHIP

A8.1.1 At all times the Supplier must undertake work with a high standard of workmanship. The City will require evidence of all work completed in the form of photographs clearly showing the site before the work commenced, and after the work was completed.

A8.1.2 The Supplier may be required to undertake a post works site visit with the City representative, and

participate in periodic audits of performance against the requirements of this contract and the Maintenance Management Plans.

- A8.1.3 If at any time the City representative deems work to be of an unsatisfactory nature (including incomplete work, poorly executed work, damage to adjacent property, damage to the environment, damage to stormwater systems or infrastructure and defects) then the Supplier can be instructed to redo or complete the work in a satisfactory manner and to a satisfactory standard and to rectify any defects or damage caused by poor workmanship or negligence by the Supplier. In this instance, the City reserves the right to implement penalties as described in the contract, and will not be obliged to pay for the additional work. If a Supplier repeatedly performs poorly the City reserves the right to terminate the contract and to utilize the Alternative Supplier hence forth.
- A8.1.4 The Supplier is required to always produce work which conforms to the specifications of this contract. The Supplier shall, at his own expense, institute a quality control system.
- A8.1.5 The following shall be imposed for failure in adhering to the requirements of the Contract:

DESCRIPTION		Percentage of Purchase Order Value	Maximum Amount per Works Project
1	Vehicles or plant or materials related to the Contractor's operations, parked or stored outside the demarcated boundaries of the Site.	2% per day	R2000.00
2	Persons, vehicles, plant or materials related to the Contractor's operations, found within the designated boundaries of a "no go" area.	5% per incident	R5000.00
3	Persistent and unrepaired oil leaks from machinery/not using a drip tray to collect waste oil and other lubricants/not using specified absorbent material to encapsulate hydrocarbon spillage/using inappropriate methods of refueling (the use of a funnel rather than a pump).	1% per incident	R1000
4	Damage to trees and plants not specified to be removed (Endangered species)	5% per incident	R5000.00
5	Non-compliance with the MMP or Environmental Management Specifications or Environmental Legislation	5% per incident	R5000.00
6	Not being contactable (e.g. phone call, email or Whatsapp) for valid reasons - inclusive of non-attendance/late arrival of planned/scheduled meetings	0.5% per incident	R500.00
7	Late, incomplete or failure to provide full and complete monthly payment documentation or reporting (refer to Clause A5.2)	0.1% per day	R1000.00
8	Failure to remove material/stockpiles from site as directed by the Purchasers e.g. materials standing overnight or for extended periods of time.	2% per day	R2000.00

Table A8.1.5 – Applicable Fines

A8.2 PROVISION OF MATERIALS

The Supplier, when procuring materials ordered by the Purchaser are required to comply with the standard description of the items in the schedule shall, if so ordered, furnish the Purchaser with certificates showing that the materials do so comply with the standard description. Where the Purchaser is not satisfied that the material supplied is not in accordance with the description in the Schedule of rates the Supplier shall replace the materials at no expense to the Purchaser.

The rate shall be as specified in the schedule of rates i.e. each or m² and shall be all-inclusive and shall cover costs associated with ordering, supply and delivery to site.

A9 HEALTH AND SAFETY REQUIREMENTS

A9.1 The Supplier shall adhere to the City of Cape Town Health and Safety specifications at all times.

A9.1.1 PURPOSE

In terms of the Occupational Health and Safety Act (Act 85 of 1993) (OHS Act) the client (Purchaser) must provide the service provider with a Health and Safety Specification to which the service provider must respond with a Health and Safety Plan for approval by the Purchaser.

The purpose of this specification is to ensure that service providers entering into a contract with the Purchaser maintain an acceptable level of performance with regard to health and safety issues during the performance of the contract. In this regard the Health and Safety Specification forms an integral part of the contract and the service provider shall ensure that his sub-contractors and/or suppliers comply with the requirements of this specification.

A9.1.2 SCOPE

The Supplier, in complying with the OHS Act and the City of Cape Town Health and Safety specifications, shall consider all aspects of the works described and take into account the integrated control methods to be used.

A9.1.3 GENERAL

It is a requirement of this contract that the Service Provider shall provide a safe and healthy working environment and to execute all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. The Service Provider shall fully comply with the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993.

For the purpose of this contract, the Service Provider is required to confirm his status as mandatory and the Purchaser in his own right for the execution of the contract, by entering into an agreement with the Purchaser in terms of Section 37(2) of the Occupational Health and Safety Act (refer to C3).

It is the responsibility of the Supplier to provide for all costs and expenses related to the management of and compliance with the OHS Act and this specification. There is a separate pay item for a Health and Safety Officer which is to be used by the Supplier for all matters relating to Health and Safety compliance and monitoring in terms of the OHS Act including but not limited to:

Compiling a Site/Project Specific Health & Safety File (Inclusive of Health & Safety Plan)
Compliance Monitoring
Risk Assessments
Incident investigation and reporting

A9.1.4 HEALTH AND SAFETY OFFICER

The Supplier must ensure that they have in their employment an experienced, skilled and certified Health and Safety Officer to provide supervision and management of all health and safety measure relating to the OHS Act. Measurement and payment of the Health and Safety Officer will be based on an hourly rate per resource category as defined in the Pricing Schedule.

Occupational health and safety officers may perform the following tasks but not limited to the list below:

- Promoting occupational health and safety on site and developing safer ways of working.
- Developing, implementing, and improving the health and safety plans, programmes and procedures.
- Ensuring that personal protective equipment, such as dust masks, safety glasses, footwear and

safety helmets etc., are being used in workplaces according to the OHS Act.

- Identify and test work areas for potential accident and health hazards, such as slippery slopes, surfaces and equipment, and then implement appropriate control measures.
- Ensure compliance with relevant health and safety legislation and specifications.
- Supervise the investigation of accidents and unsafe working conditions, study possible causes and coordinate emergency procedures.
- Conducting safety inspections, toolbox talks, job hazard analyses and risk assessments.
- Investigating workplace accidents.
- Reporting on OHS related activities.
- Supervising health and safety of the employees.

A9.1.5. EXISTING SITE CONDITIONS

The service provider shall take into account, inter alia, the following existing conditions when complying with the OHS Act:

- Existing utility services.
- Existing site conditions. The service provider shall be deemed to have visited the site, examined the site conditions applicable for the works and have satisfied themselves of the existing or potential hazards and dangers.
- Access to the site.
- Traffic accommodation requirements.
- Surrounding land use.
- Anticipated weather conditions.

A9.1.6 SAFETY EQUIPMENT AND SIGNS

The Supplier shall ensure that the following list of personnel protective equipment (PPE) and warning signs are available for staff and in general use:

- Safety harnesses for working in confined spaces and deep and fast flowing water.
- Breathing apparatus for toxic gases and oxygen deficient areas.
- Face masks for protection against odours and airborne dusts, aerosols and particulates.
- Hard hats for head protection.
- Gloves for cut resistance.
- Ear muffs or ear plugs for protection from noise from machines.
- Overalls for general body protection.
- Waders and life vests for working in deep water.
- Safety shoes or boots with hardened toe caps for foot protection.
- Rain suits for working in wet weather.
- Any other PPE necessary to ensure the safety of workers.
- Standard size traffic cones.
- Tape and barriers for demarcating hazardous areas and material stockpiling.
- "Men at work" signs and other traffic management signs.

- Any other warning signage necessary to ensure safety of workers and the public.

There is no specific pay item for the provision of PPE or warning signs. The cost of providing PPE and warning signs is deemed to be included in the rates in the items in the schedule of rates. The City of Cape Town or their representative reserves the right to periodically audit such PPE and warning signs as part of its audit programme and/or job hazard analyses.

A9.1.7 MATERIALS AND EQUIPMENT

The following commonly used materials and substances potentially pose health and safety hazards:

- Pesticides and herbicides
- Fuel and lubricants

The following commonly used equipment potentially pose health and safety hazards:

- Handheld tools such as sickles, spades and saws
- Brush cutters
- Chain saws
- Pumps, compactors and compressors
- Vehicles and other machinery

The Supplier shall take appropriate measures to manage the risks associated with the use of all the equipment required to complete the works, and shall, inter alia, implement all the precautionary measures provided by manufacturers and suppliers for the storage, use, care, maintenance and application of equipment used. It is the responsibility of the Supplier to ensure staff operating such machinery are trained and qualified to do so. The City of Cape Town reserves the right to periodically audit such machinery operations as part of its audit programme and/or job hazard analyses.

A9.1.8 WORKING IN THE VICINITY OF PUBLIC ROADS AND FOOTPATHS

The requirements regarding working in the vicinity of public roads and footpaths are to be noted by the service provider and provision is to be made to ensure the safety of all vehicular and pedestrian traffic at all times. The Supplier will need to provide the necessary warning signs as instructed by the City representative and/or as specified in the project plan and/or Health and Safety Plan.

A9.1.9 ENVIRONMENTAL CONDITIONS

The service provider shall ensure compliance with all current environmental legislation applicable to the works and the site. The service provider is to abide by the requirements in the Maintenance Management Plans and works specification.

A9.1.10 REPORTING OF INCIDENTS

All incidents shall be reported strictly in accordance with the requirements of the OHS Act. In the event of an incident, the Supplier must immediately inform the City representative.

A9.1.11 HEALTH AND SAFETY PLAN

The service provider shall, after performing a risk assessment, prepare a Health and Safety plan for each works project for approval by the City representative.

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

- The safety management structure including the names of all designated persons such as the supervisor and any other competent persons.
- Safety method statements and procedures to be adopted to ensure compliance with the OHS Act. Aspects to be dealt with shall include:
 - The storage and use of materials.
 - The use of tools, chemicals, equipment, vehicles and plant.
 - Security, access control and the exclusion of unauthorized persons.
- The provision and use of temporary services.
- Safety equipment, devices and clothing to be employed.
- Personal Protective Equipment to comply with COVID-19 PPE Requirements.
- Emergency procedures.
- Induction and training.
- Arrangements for monitoring and control to ensure compliance with the Health and Safety plan.

A9.1.12 INSPECTIONS BY THE PURCHASER

The service provider shall permit the Purchaser to regularly inspect and audit the implementation and maintenance of the Health and Safety plan and these health and safety specifications, and shall co-operate and provide all the required documentation, as may be required, in this regard. If during the course of the contract the Supplier fails to abide by any part of the health and safety specification, or the approved health and safety plan, the City reserves the right to implement penalties as described in the contract. If a Supplier repeatedly performs poorly the City reserves the right to terminate the contract and to utilise the Alternative Supplier hence forth.

A9.1.13 VARIATIONS

Should any variations be ordered, the City's representative shall inform the service provider of all the associated potential hazards. The service provider shall ensure that the health and safety aspects of the work ordered are taken into account in the Health and Safety plan.

A9.1.14 ITEMS REQUIRING SPECIAL ATTENTION

Potentially deep and fast flowing water

The nature of the work required in this contract is such that most of it will be immediately next to, or within water bodies that can be deep and/or fast flowing in places and in certain times. The Suppliers must take the necessary precautions in this regard including but not limited to providing training, toolbox talks, PPE, life vests, harnesses, banksman, and ensuring all work is done in a safe manner.

Potentially contaminated water and materials

The nature of the work required in this contract is such that at times staff may be exposed to potentially contaminated water and materials. The Suppliers must take the necessary precautions in this regard including but not limited to providing training, toolbox talks, PPE, inoculations and ensuring all work is done in a safe manner.

Wildfires

The service provider's attention is drawn specifically to the threat of wildfires in certain areas of Cape Town. The Fire Danger Index rates days according to wildfire risk.

- No mechanical operations are to take place on Red or Orange days unless such operations are approved by the City representative.
- The Supplier shall be held liable should a fire start because of mechanical operations.
- Five (5) fire beaters and a fire extinguisher shall be on site when working with a chainsaw or brushcutter.

- Fire beaters are to be kept in close proximity for quick response.
- Fire beaters are to be kept on site during initial and follow-up operations.

Falling trees

The service provider should take note of falling trees and trees that have been felled and ensure appropriate precautions are implemented to prevent injury.

Snakes

The service provider should also be aware that given the location of the Works, the potential exists for encounters with snakes. Due care should be taken to avoid any incidents of bites, and in the event of a bite, the Health and Safety plan should have an appropriate response detailed.

Difficult terrain

The underfoot conditions of some terrains may be difficult due to rocks, river crossings, mud, holes, burrows, roots and logs.

Special care should be taken under these conditions and actions to avoid injuries are to be included in Safety Plan.

Confined spaces

Some of the work may require teams entering confined spaces. The Suppliers must take the necessary precautions in this regard including but not limited to providing training, toolbox talks, PPE, gas monitors, harnesses and a top man and ensuring all work is done in a safe manner. No confined space may be entered without the permission of the City of Cape Town representative.

Medical Certificates of Fitness

The service provider is notified that it is a requirement of this contract and the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993 that all the Service Provider's employees and contractors on site will need to undergo a medical assessment in accordance with Construction Regulation 7(1)(g) to perform work on a construction site and that the medicals have to be conducted by a registered Occupational Medical Practitioner and will be kept current/valid for the duration of the project. The Service Provider is to include the cost of the Medical assessment and certificates in the rates tendered and as no separate payment will be made for this.

A 9.1.15 MEASUREMENT AND PAYMENT

It is the responsibility of the Supplier to provide for all costs and expenses related to the management of and compliance with the OHS Act and this specification.

There is a separate **Sum** item for the Contractors obligations in terms of the Occupational Health and Safety Act and this specification and payment under this item shall be a once-off fixed payment for the duration of contract.

There is a separate pay item for a Health and Safety Officer which is to be used by the Supplier for all matters relating to Health and Safety compliance and monitoring in terms of the OHS Act including but not limited to:

Drafting Site/Project Specific Health & Safety File (Inclusive of Health & Safety Plan)
Compliance monitoring and reporting
Incident investigations and reporting
Risk Assessments

The rate is an hourly rate per resource category and is all-inclusive and shall cover all overhead charges and profit, insurances, and any other cost associated with the employ of these personnel.

Payment will be made based on a calculation of actual hours of time that was utilised for each resource category on each job. The Purchaser will not pay for time for labour to travel to the first site of the day from the Supplier's place of work, or travel back to the Supplier's place of work after the last site of the day

The Supplier shall obtain written approval from the Purchaser where new staff are brought onto the project or when staff are replaced on the project under this resource categories.

A10 ENVIRONMENTAL MANAGEMENT REQUIREMENTS

A10.1 Minimal Disturbance to Environment

A10.1.1 GENERAL

All the sites must be treated as areas of significant environmental importance, the areas must be disturbed as little as possible, and environmental control measures implemented. The Maintenance Management Plans (MMPs) will be provided to the Suppliers, and these need to be read, understood, communicated to the team and available on site at all times for reference. The environmental control measures outlined in the MMPs must be followed.

The site and surroundings are to be kept clean of silt, debris, litter and waste throughout the duration of the work and the contract. Roads used for transporting material shall be kept clean on a daily basis.

It is the responsibility of the Supplier to provide for all costs and expenses related to the management of and compliance with these environmental management specifications. No specific payment allowance in the Schedule of Rates will be provided.

A10.1.2 MATERIALS

Materials handling, use and storage

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

All manufactured and or imported materials shall, where reasonably possible, be stored within the Supplier's camp and, if so required by the City representative, out of the rain. The location and method of protection of such materials stored outside of the Supplier's camp and the method of rehabilitation of these areas, shall be subject to the City representative's approval. Stockpile areas shall be approved by the City representative before any stockpiling commences.

Pollution

The Supplier shall at all times during the contract period take reasonable precautions to avoid pollution, noise or any other nuisance, especially when the work site is within a residential area.

The Supplier shall at all times abide by the relevant policies, by-laws and regulations of the municipality.

Dust

The Supplier shall ensure that dust is kept to an absolute minimum. To achieve this, he shall if necessary cease loading, off-loading or moving of dust generating materials during windy periods unless the materials are adequately wetted to control the dust to within acceptable limits.

The Supplier will be required to keep all stockpiles, disturbed areas and the road adequately watered to control the nuisance caused by windblown sand and dust. Wetting of large areas can only commence with prior approval of the City representative.

Mud and Debris

The Supplier shall take all necessary precautions to control and eradicate any mud and debris nuisance in the work area and in any adjacent areas and roads which may arise due to the operations on site, delivery of materials or disposal of materials.

Hazardous and Potentially Polluting Substances

If hazardous and potentially polluting substances or materials are to be stored on site, the Supplier shall inform the City representative of such substances and provide a method statement detailing the substances and materials to be used and the storage, handling and disposal procedures of the substances and materials. Such substances and materials shall be stored in a bunded container, out of flood risk areas, and at least more than 10m away from any water body; and disposal of these substances shall be at a licensed waste disposal facility.

A10.1.3 VEHICLES, EQUIPMENT AND PLANT

The Supplier is made aware of the limitations regarding maximum axle loads placed on the use of transportation vehicles on the existing roads. The regulations of the local authority and the Provincial Traffic Ordinance must be complied with. Where the service provider makes use of existing roads to transport teams, equipment and tools and to remove material from the site, the service provider shall be held responsible to clear any spillage caused by the activities on or near the roads or on site by whatever means necessary, immediately when such spillage has occurred. No additional payment will be made for these requirements; it will be deemed to be covered by the relevant rates.

A10.1.4 CONTAMINATED WATER MANAGEMENT

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

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

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

The Supplier shall notify the City representative immediately of any pollution incidents on site and, at his own cost, take all reasonable measures to contain and minimise the effects of the pollution. Any rehabilitation of the environment required as a result of such pollution shall be carried out by the Supplier at his own cost in accordance with a Method Statement approved by the City representative.

A10.1.5 INSPECTIONS BY THE PURCHASER

The service provider shall permit the Purchaser to regularly inspect and audit the implementation and maintenance of these environmental management specifications, and shall co-operate and provide all the required documentation, as may be required, in this regard. If during the course of the contract the Supplier fails to abide by any part of the environmental management specification, or the approved method statements and Maintenance Management Plans, the City reserves the right to implement penalties as described in the contract. If a Supplier repeatedly performs poorly the City reserves the right to terminate the contract and to utilise the Alternative Supplier hence forth.

A10.1.6 MEASUREMENT AND PAYMENT

It is the responsibility of the Supplier to provide for all costs and expenses related to the management of and compliance with environmental management legislation and this specifications. There is a separate pay item for the cost associated with environmental management legislation and this specifications and for an Environmental Control Officer. The rates tendered are to be all inclusive of all costs.

The rate is an hourly rate per resource category and is all-inclusive and shall cover all overhead charges and profit, insurances, and any other cost associated with the employ of these personnel.

Payment will be made based on a calculation of actual hours of time that was utilised for each resource category on each job. The Purchaser will not pay for time for labour to travel to the first site of the day from the Supplier's place of work, or travel back to the Supplier's place of work after the last site of the day

The Supplier shall obtain written approval from the Purchaser where new staff are brought onto the project or when staff are replaced on the project under this resource categories.

There is a separate pay item for a Health and Safety Officer which is to be used by the Supplier for all matters relating to Health and Safety compliance and monitoring in terms of the OHS Act including but not limited to:

Drafting Site/Project Specific Health & Safety File (Inclusive of Health & Safety Plan)
Compliance Monitoring
Risk Assessments

A11 VEHICLES, EQUIPMENT AND PLANT

A11.1 The Supplier's vehicles, equipment and plant used shall be adequate to perform the services required by the contract, as may reasonably be determined by the City representative from time to time. As the vehicles, equipment and plant become fully depreciated or reach the end of their useful life, Suppliers shall immediately purchase, hire, or lease vehicles, equipment and plant to satisfy such requirements or replace such retired vehicles, equipment and plant.

During the course of the contract, Suppliers could be called upon to demonstrate the suitability of their vehicles, equipment and plant for the various works. The cost of such demonstrations will be borne by the Supplier.

A11.2 Vehicles

During the course of the contract, certain vehicles may be required, and the Supplier must be able to obtain such vehicles as required by the Purchaser and on instruction from the City representative. The Supplier can own or hire such vehicles. The following vehicles may be required from time to time:

- Hook on trailer (Min 1 ton)
- LDV minimum capacity 1800cc
- Mini-truck (min. 1 ton load-capacity)
- 3 ton - 5 ton truck
- 6m³ capacity tipper truck
- 6 ton – 8 ton grab loader truck
- 10 Seater MINIBUS
- Wooden/fibreglass 2 man canoe with stabilisers (or similar approved)

There is a specific pay item in the Schedule of Rates for the provision of the above vehicles. The rate is an hourly rate per vehicle category and is all-inclusive that includes the fuel, maintenance, licensing, insurance and security.

Payment will be made based on a calculation of actual use on site, which includes travel time between sites during the course of the operational day, travel to an authorized waste disposal facility and back to site, travel to a municipal depot or district location and back to site.

The Purchaser will not pay for travel time to the first site of the day from the Supplier's place of work, or travel back to the Supplier's place of work after the last site of the day.

With the exception of items 35 to 37, the driver of other vehicles listed will be paid for separately under the Driver pay item in the Pricing Schedule. This pay item will be an hourly rate per driver per vehicle.

There may be occasions during the course of the contract when other vehicles not specified above may be required. In this instance a provisional sum amount has been allowed for in the Pricing Schedule. This pay item can only be used at the sole discretion and instruction of the City representative. The City of Cape Town supply chain management procedure for the use of provisional sums needs to be followed. The service provider is to obtain three quotes and the City representative will accept the lowest price/preference quote. This quote price is the amount that will then be paid under this provisional sum pay item. A handling cost in respect of the above will be applied, and there is a separate pay item for this, expressed as a percentage of the price.

A11.3 Equipment

During the course of the contract, certain equipment may be required, and the Supplier must be able to obtain such equipment as required by the Purchaser and on instruction from the City representative. The Supplier can own or hire such equipment. The following equipment may be required:

- Ablution and latrine facilities
- Brush cutter
- Chainsaw
- Standard generator
- Compressor
- Plate Compactor
- Over pumping pump – 50L/s with 300m hose
- Over pumping pump – 100L/s with 300m hose
- Mobile Drum-style gravity fed chipper (min. chipper capacity of 150mm)

There is a specific pay item in the Schedule of Rates for the provision of the above equipment. For all equipment other than ablution facilities, the rate is an hourly rate per equipment category and is all-inclusive that includes fuel, maintenance, licensing, insurance, security and if necessary hire.

The ablution and latrine facilities is a daily rate, and is an all-inclusive rate to include for the hire, delivery to site, trailer, set up, cleaning, maintenance, removal from site and disposal of waste at an authorized sewage disposal facility.

Payment will be made based on a calculation of actual hours of time that the equipment is on site and in use.

There may be occasions during the course of the contract when other equipment not specified above may be required. In this instance a provisional sum amount has been allowed for in the Pricing Schedule. This pay item can only be used at the sole discretion and instruction of the City representative. The City of Cape Town supply chain management procedure for the use of provisional sums needs to be followed. The service provider is to obtain three quotes and the City representative will accept the lowest price/preference quote. This quote price is the amount that will then be paid under this provisional sum pay item. A handling cost in respect of the above will be applied, and there is a separate pay item for this, expressed as a percentage of the lowest price.

The work under this contract will typically require the use of tools and other accessories necessary for the execution of the works. During the execution of the Contract, the Supplier must have in their possession and be able to provide the following as a minimum:

- Wheelbarrows
- Garden spades
- Garden shovels
- Garden forks
- Garden rakes
- Bush picks
- Hand saws
- Sickles
- Pangas
- Brush cutters
- Chainsaws
- Ropes
- Tarp
- Demarcation tape
- Demarcation barriers

- Wooden pegs
- Brooms
- Spill kits
- Sand bags
- White or cream coloured rice bags for storing material
- Safety harnesses
- Life vests
- Reflective bibs
- Gloves
- Waders
- Safety footwear
- Gumboots
- First aid kit
- Potable water for drinking and hand washing
- Hand washing soap and disinfectants
- Metered standpipe
- Traffic cones
- Traffic accommodation signs
- “Men at work” signs
- Fire extinguisher
- Fire beaters
- Tool box with general tools
- Electronic device capable of taking photographs with time and date stamp and GPS location
- Leaf skimmer net/ rake

In addition to the above, each and every maintenance team must have at all times in their possession and easily available on site a cell phone, first aid kit and potable water for drinking and hand washing.

There are no specific pay items for the above specified tools and other accessories in the Pricing Schedule. The costs of the above specified tools and accessories shall be deemed to be included in the rates tendered, and the obligation is on the Supplier to cover these costs.

The Purchaser reserves the right to inspect the above specified equipment and other accessories, and if the City representative deems that the suitability or availability of tools is insufficient for the execution of the contract, the Supplier will be obliged to obtain such tools within a reasonable time, at their cost. If, in the opinion of the Purchaser, the request to obtain the required tools or other accessories was not adhered to, the Purchaser reserves the right to implement penalties as described in the contract, and will not be obliged to pay for the additional work. If a Supplier repeatedly performs poorly the City reserves the right to terminate the contract and to utilize the Alternative Supplier hence forth.

A11.5 The Supplier's vehicles, equipment and plant shall be registered by the Supplier and are to be licensed and operated in accordance with the Road Traffic Act, Act 29 of 1989 and current Road Traffic Regulations and shall operate in compliance with all applicable national, provincial and local laws and regulations.

A11.6 In order to comply with the National Land Transport Transition Act (NLTTA) and the National Road Traffic Act (NRTA), where workers and goods are transported, the Supplier must convey workers in a 10 seater

minibus. There is a specific pay item in the Pricing Schedule for the provision of a 10 seater minibus. The rate is an hourly rate per vehicle and is all-inclusive that includes the fuel, maintenance, licensing, insurance and security. Payment will be made based on a calculation of actual travel time between sites during the course of the operational day, travel to an authorized waste disposal facility and back to site, travel to a municipal depot or district location and back to site. The Purchaser will not pay for travel time to the first site of the day from the Supplier's place of work, or travel back to the Supplier's place of work after the last site of the day. The driver of such vehicles will be paid for separately under the Driver pay item in the Pricing Schedule. This pay item will be an hourly rate per driver per vehicle.

- A11.7 The Supplier shall ensure the ongoing care, upkeep, repair, maintenance and cleaning of all plant, equipment, vehicles and machinery used and required for the execution of this contract (irrespective whether it is owed or hired). Each vehicle shall have at least one broom and shovel at all times to clean up material that may be spilled or otherwise scattered during the process of collection. Each vehicle shall have a tarp or something similar which shall be used to cover the transported material in order to prevent waste being spilled onto the road. All lights, horns, warning devices, mufflers, fuel tanks and emission controls on the vehicles, equipment and plant shall be kept operable at all times, with an average fleet downtime of no more than 24 hours. The Supplier must take all reasonable measures to prevent any lost time to a works project due to the unavailability of vehicles, equipment and plant. In the event of lost time, the City reserves the right to implement penalties as described in the contract, and will not be obliged to pay for the additional time spent to complete the work. If a Supplier repeatedly performs poorly the City reserves the right to cancel the contract and to utilize the Alternative Supplier hence forth.
- A11.8 When vehicles, equipment and plant are down for maintenance or repair, it shall be the Supplier's obligation to provide a replacement from the spare units in its fleet or workshop or a comparable replacement through a rental agreement. All odometers on the vehicles shall be kept operable at all times and shall be replaced only upon prompt notice thereof to the City representative.
- A11.9 All vehicles, equipment and plant shall be operated by qualified and licensed operators and so as not to harm human health or the environment. All vehicles, equipment and plant shall be sufficiently secure so as to prevent any spilling or littering of material or leakage of fluid. No vehicles shall be willfully overloaded. The noise level for all vehicles during operations shall not exceed 75 decibels at a distance of 8 meters measured at an elevation of 1.8 meters above the ground.
- A11.10 The Supplier shall provide all vehicles with drainage tanks, so that liquids leaking from materials are captured and contained and spillage of such liquids to the road is prevented. The liquids captured and held within the drainage tanks are to be emptied only at the officially designated disposal site, or a holding tank at the officially designated transfer station. All vehicles shall meet environmental emission requirements and be subjected to inspection on an annual basis by the City representative.
- A11.11 All vehicles shall maintain a record book of time used and movement, including: departure time from the parking area at the start of work, arrival time at and departure time from the officially designated works location, and arrival time at the parking area at the end of work.
- A11.12 Vehicles which have their loads weighed or measured shall have this data included in the vehicle logbooks. Downtime and the nature of any breakdown and repair activities shall also be recorded in the record books. Data from the logbooks shall be collated and presented in a monthly report from the Supplier to the City representative. In addition, the City representative shall have access to the logbooks upon demand.

A12 IDENTIFICATION AND UNIFORMS

- A12.1 The Supplier shall provide all Supplier staff with identification cards, with their name, photo, and identification number and require them to carry the identification cards at all times for monitoring purposes. When requested to do so by the City representative the Supplier shall submit their identification cards for inspection.

A12.2 The Supplier shall provide to all its workers (directly employed or indirectly employed) a minimum of a readily recognizable, level two type (minimum) bright / fluorescent orange, red-orange, yellow or red in colour with reflective strips (as indicated in Chapter 13 of Volume 2 of the South African Road Traffic Signs Manual SARTSM) bibs with the Supplier's name and telephone number clearly displayed. These must be worn by all workers at all times when performing works for this contract, so that they can be readily observed and their performance can be readily monitored. Bibs shall be replaced as they become worn or damaged.

A12.3 The Supplier shall provide protective overalls, jackets, shoes and gloves to all workers, for use at all times during works for this contract. Other personal protective equipment and clothing shall be provided as required by the specific task or activity, and informed by the health and safety specification and Health and Safety plan.

There is no specific pay item for the provision of PPE or identification. The cost of providing PPE and identification is deemed to be included in the rates for other items. The City of Cape Town reserves the right to periodically audit such PPE and identification as part of its audit programme and/or job hazard analyses.

A13 PERFORMANCE MONITORING

A13.1 The Supplier shall execute the works in strict accordance with the contract to the satisfaction of the City representative and shall comply with and adhere strictly to the City representative's instructions and directions. The Supplier shall take instructions and directions only from the City representative.

A13.2 The Supplier shall allow the City representative, to have access at all times to inspect the work being conducted, to inspect all records and documents maintained by the Supplier regarding work performed, and to inspect the equipment, vehicles, plant, tools and machinery, including spare parts inventories, stores, depot and workshop facilities.

A13.3 The Supplier shall establish and operate a liaison office within its assigned area of service within 14 days of signing the contract. The Supplier shall establish and operate a telephone line with a full time answering service or machine at the said office for receipt of communication, complaints and public comments.

A13.4 The Supplier shall inform the City representative timeously of any problems on site, including public complaints, communication and comments.

A13.5 The Supplier must be available on a mobile phone at all times during the course of an operational day. The City representative must be able to communicate at all times with the contract manager / site manager and the ccontract manager / site manager must have direct communication with the operational teams.

A13.6 Works can only commence once the Supplier receives a purchase order and an instruction from the City representative.

A13.7 A complete log of all communications is to be maintained, including a record of actions to follow-up on any complaints or comments. The Supplier shall make the log and record available for inspection whenever requested by the City representative. The Supplier shall respond to all complaints regarding works provided under this contract in a courteous and prompt manner within 1 day. Should a complaint go unresolved for longer than 5 days, the City representative will request an explanation and resolution to its satisfaction. If, in the opinion of the Purchaser, the complaint was not suitably resolved in a reasonable amount of time, the Purchaser reserves the right to implement penalties as described in the contract, and will not be obliged to pay for the additional work required to resolve the complaint. If a Supplier repeatedly performs poorly the City reserves the right to terminate the contract and to utilize the Alternative Supplier hence forth.

Key Performance Indicators (KPIs) and will be defined at contract commencement and will be used to measure the Supplier's ongoing performance under the contract.

KPIs will be evaluated and scored by the Purchaser on a monthly basis and the Supplier is required to ensure that his overall performance is satisfactory. Where continuous unsatisfactory performance is recorded for the Supplier then the necessary remedial measures must be taken.

The following table indicates the aspects of the Supplier's performance which will be evaluated as well as the KPI's and descriptions which apply to them:

	Key Performance Indicator(KPI)	Descriptor	Measurement	Maximum Score	Purpose
Quality	Compliant to specification	Goods, services or construction work are provided to contracted specifications/scope of services/scope of works	Value of goods, services or construction work that are rejected as unsuitable for consumption (% of total contract value)	3	Rejection of goods, services or construction work adds cost to the business and may delay delivery
Delivery	Delivery in accordance with contract	Goods, services or construction work are provided in good condition, correct volume/quantity and on time	Goods & Services: Value of orders that are received incomplete/late/damaged. Construction works: Penalties raised and costing of remedial work. (% of total contract value).	3	Incomplete/incorrect/late orders of works may add time and cost to delivery
Value for Money	Market related and effective, efficient and economic	Goods, services or construction work are delivered at market related costs	Total contract value as compared to market analysis/trend	3	Inflated costs above market related prices or trends are indicative of supplier performance which is not effective, efficient and economic which put undue strain on limited financial resources. It may also be indicative or more serious issues such as collusion, corruption etc.
Customer Service	Issue resolution	Operational issues are resolved timeously or in accordance with contract conditions or applicable Service Level Agreement	Analysis of issues unresolved within required turn around time.	3	Unresolved issues add stress to the relationship and could add both cost and time to delivery
Environment/Community	Responsible to physical environment and community	Performance in environmentally responsible way which takes cognisance of community needs/requirements	Analysis of any contravention of environmental legislation or any issues related to supplier	3	Non-compliance with environmental legislative framework and community dissatisfaction pose major risk for service delivery

Table A13 – Evaluation Aspect and Key Performance Areas

The above is subject to change in accordance with the Contract Management practices of the City.

A14 WORKS COMPRISING THE TENDER

A14.1 This contract comprises the routine, periodic and emergency maintenance the City of Cape Town's stormwater systems and associated infrastructure using labour-intensive methods. The stormwater systems and associated infrastructure can include the following: such as, rivers, streams, canals, channels, streams, dams, inlet and outlet structures, takes conduits, culverts, wetlands, and wet and dry ponds, litter traps, silt traps, weirs, berms and embankments, gabion and reno-mattress structures.

A14.2 The bulk of the work takes place between August and May (typically the dried months of the year) in preparation for winter and therefore continuous use of labour, plant, machinery, vehicles and equipment throughout the term of the contract is not guaranteed. Work is issued on an as and when required basis.

A14.3 The City representative may at times require the Supplier to work as part of a transversal team, which may include maintenance teams from recreation and parks, road infrastructure, green jobs, biodiversity, coastal management, solid waste, teams with mechanical machinery, community groups and others as may be required.

A14.3 The Supplier may be called upon to assist the City of Cape Town with emergency maintenance of stormwater systems and associated infrastructure. Emergency maintenance will typically be unplanned and short notice and may be out of normal working hours. The Supplier will be paid in accordance with the Schedule of Rates. The response time for such emergency callouts will be 4 hours i.e. from the time the call was received by the Suppliers to the time of arriving on site. In the event of an emergency outside normal hours, the minimum call out time of 4 hours will be paid to the Suppliers (even if the Supplier takes less than 4 hours to arrive at the site).

A14.4 Working hours

Work will generally be undertaken only during the following working hours:

Weekdays: Monday – Friday 8am – 5pm

Saturdays: 8am – 5pm

Sundays: 8am – 1pm

Out of hours: all hours not defined above

Public holidays are those days prescribed from time to time by legislation. Work will not be undertaken on public holidays unless it is deemed an emergency, in which case the work allocation and payment provisions for this are to be followed.

No work may be undertaken out of hours, on weekends or on public holidays without prior permission from the City representative.

Emergency work can be requested at any time of any day of the week.

The City representative is to be informed on a daily basis by email as to the location of the work teams by 08:00. Weekend work and public holiday work locations to be emailed the day before by 08:00.

A15 METHOD STATEMENTS AND MAINTENANCE MANAGEMENT PLANS

A15.1 Required Resources, Vehicles, Equipment and Plant

A15.1.1 The work under this contract will typically be undertaken by teams of labourers, overseen by a foreman. The Supplier must be able to provide the required labour (directly employed, sub contracted, EPWP direct or indirect labour) for the execution of the work required under this contract. The following labour resources are a minimum requirement for a single maintenance team:

- One Site Foreman - Each Site Foreman must have at least the experience listed in the functionality criteria
- One artisan / small plant operator
- Nine labourers / general workers

Depending on the nature of the work and the extent of the work required in each catchment/river cluster, the number of labour resources for a job may be more or less than specified above. In addition, a Supplier

may be required to use more than one maintenance team at the same time, and they may be required to work in different locations. If this is the case then each maintenance team must meet the minimum requirements as specified above, unless instructed by the City representative.

The foreman must be on site at all times, in order to oversee and supervise the work. Furthermore, the foreman must be contactable at all times.

Additional labour resources may also be required and the Supplier must be able to provide such resources for the execution of the work required under this contract. The following additional resources may be required from time to time, as instructed by the City representative:

- Community liaison officer (CLO)
- Health and safety officer
- Environmental Control Officer

The use of the above specified resources will depend on the nature and location of the work and the extent of the work required in each catchment/river cluster. The work undertaken by the CLO and health and safety officer can be split over a number of maintenance teams and is not likely to be required on all jobs and for all day on each job. The use of the CLO and health and safety officer is at the discretion of the City representative.

There is a specific pay item in the Schedule of Rates for the provision of the above specified labour resources. The rates are an hourly rate per resource category and is all-inclusive that includes the wage, benefits, tax, PAYE, UIF, overheads, profit and any COIDA, Labour Act or other legislative obligations.

Payment will be made based on a calculation of actual hours of time that was utilized for each resource category on each job. The Purchaser will not pay for time for labour to travel to the first site of the day from the Supplier's place of work, or travel back to the Supplier's place of work after the last site of the day.

Rates for labour must be equal to or more than the minimum wage specified in the sectoral determination for the contract cleaning sector issued by the Department of Labour. If a tenderer provides rates below this minimum requirement, then they will be found to be non-responsive.

A15.1.2 The work under this contract will typically require vehicles, equipment, tools and plant. These have been specified in A11 above.

A15.2 General Requirements

A15.2.1 The maintenance methods must follow the method statement outlined in the respective Maintenance Management Plan (MMP). The MMPs for each river reach/cluster will be provided to each Supplier. Execution of the maintenance work must be done to a high level of workmanship and of such a nature that no person, property or improvements in the vicinity of the works is endangered. The Purchaser accepts no responsibility for any work executed outside the site of the agreed works area without written permission.

At the pre-works planning stage, the Supplier will be issued a written instruction and a drawing/map on which he is to confirm location, boundary of the works, positions, sizes, lengths, access points, and anything else required for the successful planning of the work. The plans are to be returned to the City representative together with a site specific quote, the resource allocation (team composition, tools, equipment and PPE), work methods, health and safety plan and a schedule for completion.

A15.2.2 The apparatus and methods used shall cause no damage to the environment, infrastructure, property or fixtures and any damage caused due to poor workmanship, negligence or non-compliance with this contract, may be repaired by the City of Cape Town at the Supplier's expense, or the City of Cape Town will instruct the Supplier to repair the damage at their expense.

The apparatus and methods used shall cause no unnecessary nuisance to surrounding communities caused due to poor workmanship, negligence or non-compliance with this contract.

A15.2.3 The greatest care is to be exercised in order to ensure that all material dislodged from the stormwater

systems and associated infrastructure is removed and carted away to the specified disposal sites. In this regard the Supplier shall work in a manner that limits the release of this material downstream, and provide suitable apparatus to trap sand, silt, litter and debris, and remove this from the stormwater systems and associated infrastructure. If the Supplier is found to be releasing material downstream then penalties will apply and the contract may be terminated if the Supplier is found to be regularly discharging material into the downstream stormwater system.

A15.2.4 Every effort must be made to unblock the stormwater infrastructure. The City representative must be informed in cases where this is not possible i.e. collapse of a pipe.

A15.2.5 The City representative may instruct the Supplier to cease work if he deems the method of work to be unsatisfactory, a danger or inconvenience to the public, deemed to be uneconomical under the circumstances, or non-complaint with this contract and the specifications herein.

A15.2.6 On completion of work the Supplier will submit a drawing/map showing the extent of the completed work. The Supplier will also provide before and after photographs showing the pre-works condition and the post-works condition. The locations of these are to be indicated on the drawing/map. Colour photographs of a suitable quality are to be mounted on an A4 sheet indicating the before and after cleaning status, date, time, location (street name, river name or other identifying feature) and Supplier's details. Photographs and the drawing/map showing extent of completed work are to be submitted with the payment invoice for that works project. No payment will be made if this evidence is not submitted with the payment invoice. The Purchaser reserves the right to amend the method of providing evidence during the course of the contract.

A15.2.7 The City representative's decision as to whether the stormwater systems and associated infrastructure has been adequately cleaned will be final and will be based on whether it is reasonable and practical to clean or remove any further material or vegetation by normally accepted and cost effective methods.

A16 DISPOSAL OF MATERIAL

A16.1 The work carried out under this contract will require waste material to be carted to and disposed of at an approved waste disposal facility. Disposal of waste may take place at, inter alia approved by the Purchaser, either:

1. The Vissershok Waste Management Facility (aka the private site) – Contaminated waste must be disposed of here
2. The Coastal Park Landfill Site (Baden Powell Drive)
3. The Vissershok Landfill Site (Frankdale Road, Off N7, Table View)
4. The City's Recycling and Waste Drop off Facilities:

NUMBER	NAME OF WASTE DISPOSAL SITE	LOCATION	CONTACT NUMBER
1	Vissershok Waste Management Facility (aka the private site)	Off the N7, on Frankdale Road	(021) 557 3309 (021) 556 3593
2	The Coastal Park Landfill Site	Baden Powell Drive	(021) 788 2650
3	The Vissershok Landfill Site	Off the N7, on Frankdale Road	(021) 557 3398
4	Atlantis Drop-off	Dassenberg Road, Atlantis	0860 103 089
5	Belhar Drop-off	Adam Tas Avenue, Belhar	083 648 0004
6	Bellville Integrated Waste Management Facility	Bellville South Industrial, Cape Town, 7530	(021) 400 6920
7	Bellville South Compost Plant	Sacks Circle, Bellville	(021) 400 3531

		South	
8	De Grendal Drop-off	Cnr 5th Avenue and Bertie Genade Street, Parow	0860 103 089
9	Delft Drop-off	Fabriek Street, Delft	0860 103 089
10	Faure Drop-off	Old Faure Road, Eerste River	0860 103 089
11	Gordon's Bay Drop-off	Sir Lowry's Pass Road, Gordon's Bay	086 188 8784
12	Hout Bay Drop-off	Main Road, near Mandela Road, Hout Bay	0860 103 089
13	Induland Drop-off	Induland Avenue, Hanover Park	0860 103 089
14	Kensington Drop-off	C/o 13th Avenue and Dapper Street, Kensington	0860 103 089
15	Killarney Drop-off	Potsdam Road, Killarney	0860 103 089
16	Kommetjie Drop-off	Kommetjie Road, Kommetjie	0860 103 089
17	Kraaifontein Integrated Waste Management Facility	Cnr Maroela and Sandringham roads, Kraaifontein	021 444 6499
18	Macassar Drop-off	Kramat Road, Macassar	0860 103 089
19	Mitchells Plain Drop-off	Spine Road, Mitchells Plain	0860 103 089
20	Prince George Drive Drop-off	Prince George Drive, Grassy Park	0860 103 089
21	Ravensmead Drop-off	Industrial Ring Road, Ravensmead	083 648 0004
22	Retreat Drop-off	Tenth Avenue, Retreat	0860 103 089
23	Schaapkraal Drop-off	Old Schaapkraal Road, Schaapkraal	0860 103 089
24	Sea Point Drop-off	Tramway Road, Sea Point	084 414 6010
25	Simon's Town Drop-off	Blue Waters Close, Simon's Town	0860 103 089
26	Swartklip Drop-off	Swartklip Road, Mitchells Plain	021 444 8694
27	Tygerdal Drop-off	Orange Street, Tygerdal	0860 103 089
28	Welgelegen Drop-off	Akademie Street, Welgelegen	0860 103 089
29	Woodstock Drop-Off	25 Beach Road, Woodstock	0860 103 089
30	Wynberg Drop-Off	Rosmead Ave, Wynberg	0860 103 089

Table A16 – List of City of Cape Town Recycling and Waste Drop-off Facilities

The Supplier is encouraged to familiarise themselves with other approved waste Drop off facilities that may be used to dispose of the waste. The City may give instruction on which disposal facility to use if required.

- A16.2 Rates submitted for waste dumping and disposal at an approved waste management facility e.g. the Vissershok Waste Management Facility, should include all costs associated with the treatment of the waste. Tenderers must approach an approved waste management facility e.g. the Vissershok Waste Management Facility for the requirements for disposal and latest published tariffs. Tendered rates should be such that effect is given to all legislative requirements applicable to disposal of waste.

There are specific pay items in the Pricing Schedule for dumping at the various waste management facilities. Rates are per tonne of dumped material. No payment certificate will be processed or authorised without the dumping invoices/receipts. Some facilities allow for free disposals within certain limits, and tonnage related to this will not receive dumping slips and therefore will not be claimed for.

- A16.3 No material may be left on site out of hours without the permission of the City representative. If materials are left on site out of hours without permission, then penalties will apply. Repeat non-compliance will result in the contract being terminated.

In some instances, it will be necessary to leave wet material on site out of hours to allow it to dry, before carting away to a disposal site. The City representative will issue such an instruction. If permission is granted to leave material, then a suitable location needs to be identified. The location must be at least 10m away from the edge of a water body, and in a position that is safe. It may be necessary to cover the material with a tarp or equivalent and to demarcate the stockpile with tape. Litter should be removed from site on the same day, it will not be allowed on site after hours to dry.

- A16.4 To avoid confusion with other City of Cape Town departments, only white or cream coloured rice bags may be used for the storage of material removed by hand. This only applies in cases where the material is not loaded directly onto a vehicle. Where bags have been used, they must be removed at the end of the work day, and in no circumstances will bags be left on site out of hours.

- A16.5 The Supplier will be responsible for the payment of all disposal charges. Disposal coupons need to be purchased in advance at Municipal Offices of the City of Cape Town, prior to commencement of services. Disposal coupons are to be used in all instances to enter disposal sites. No claims for additional amounts due to the availability of any of the existing transfer or disposal sites changing during the contract period will be considered.

A17 GENERAL SITE SECURITY, WATCHING AND LIGHTING

The Supplier shall provide and maintain at his own cost all lights, guards, fencing and watching necessary for the safety and convenience of the public and the safe keeping of vehicles, equipment and plant. If the Supplier is required to leave vehicles or equipment on site out of hours or on weekends, then this is done entirely at the Suppliers own risk. In this event, the Supplier must provide lights, guards, fencing and watching as required.

The Supplier must take the necessary precautions to demarcate and make safe the work site. Unattended open manholes are to be protected by at least three cones and the opening is to be covered with an extruded mesh grid or similar.

General site security, in conjunction with SAPS (where necessary), shall be responsible for the removal of disruptive elements that may interrupt the progress of the works through acts such as, but not limited to, intimidation, threats, violent behaviour, or criminal and illegal activity which may be carried out by the local community or independent organisations or entities.

All security staff employed by the Supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSIRA). Proof of such registration must be made available to the CCT or its agent, upon request. The Service Provider shall obtain the Purchaser's prior approval regarding the appropriate type of guard to be used as outlined in the Price Schedule.

All associated costs with the above requirements associated with general site security shall be deemed to be included in the tendered rates and no additional payment shall be made in this regard. Provisional items have been included for the provision of additional site specific security which shall be used in

exceptional/specific circumstances as may be directed by the Purchaser.

A18 DEFECTS

The Supplier shall notify the City representative immediately of any defect in the stormwater systems and associated infrastructure, which he may discover in the course of the work.

A19 GENERAL

- A19.1 All vehicles, equipment and plant shall be maintained in a clean and serviceable condition.
- A19.2 The Supplier is to satisfy himself that all stormwater systems and associated infrastructure have been properly cleaned prior to leaving the site.
- A19.3 The Supplier is to provide his site supervisory staff with cell phones or radios for communication purposes. The Supplier is to be contactable at all times during normal working hours.
- A19.4 The Supplier foreman at any work site must be aware of the correct procedures to be followed if human remains are found in the course of maintenance activities. The SA Police Service must be notified immediately, and work must be suspended until a Police Officer has viewed the situation and given appropriate instructions. The City representative must be informed immediately.
- A19.5 The Supplier foreman at any work site must be aware of the correct procedures to be followed if any object or artefact of potential historical significance is found in the course of maintenance activities. Work must be suspended and the City representative must be informed immediately.
- A19.6 All labourers to be utilised for this contract must be paid the minimum wage as gazetted by the Department of Labour for the Contract Cleaning Sector. During tender stage, all tender submissions that do not comply with this minimum wage will be found to be non-responsive.
- A19.7 Illegal dumping must be reported to the call centre at 086 010 3089.

PART B: GENERAL SPECIFICATIONS**B1 SITE FACILITIES AVAILABLE****B1.1 Source of Water Supply and Sewerage Connection**

The Suppliers shall make his own arrangements with the relevant authorities for obtaining water for maintenance and domestic purposes as well as a sewerage connection if required. The Supplier shall pay for the water at the rates and tariffs as determined by the local authority, including the cost of supplying a metered standpipe as required. Water used for jetting must be from a non-potable source such as treated effluent, unless instructed by the City representative. The Supplier must make provision for this, at their cost.

The Supplier, to the satisfaction of the City representative, shall provide proper and adequate latrines for site staff. Any person employed by the Supplier found defecating or urinating in places other than the provided facilities shall be fined accordingly. The ablution facilities must be located on a stable and level ground and must at all times be at least 10m away from any water body and out of the flood risk zone. The ablution facilities must be a closed system with no means for the sewage effluent to leak or escape into the surrounding environment. The City representative reserves the right to instruct the Supplier to move the ablution facilities, at the Suppliers cost, if the location is deemed to be unsuitable, or to replace the facilities with a suitable Alternative, at the Suppliers cost, if the facilities are not suitable.

There is a specific pay item for the provision of ablution facilities. The ablution and latrine facilities is a daily rate, and is an all-inclusive rate to include for the hire, delivery to site, trailer, set up, cleaning, maintenance, removal from site and disposal of waste at an authorized sewage disposal facility.

B1.2 Water, Electricity and Sewage

The Supplier shall, at his own expense, be responsible for obtaining and distributing the water and electricity required for maintenance and domestic use. The cost of the distribution of water and electricity will be deemed to be included in the tendered rates.

B2 FEATURES REQUIRING SPECIAL ATTENTION**B2.1 Access to Properties**

The Supplier shall organize the work in such a manner as to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work included in this contract.

The Supplier may, with the approval of the City representative, make arrangements with the occupiers of the affected erven and properties to close off a portion of a street, road, footpath or entrance temporarily, provided the Supplier duly notifies the occupiers of the intended closure and its probable duration and shall, as punctually as possible, re-open the route at the prescribed time. Where possible, the road shall be made safe and re-opened to traffic overnight. Any such closure shall be made by arrangement between the Supplier and the occupiers and shall not absolve the Supplier from his obligations under the contract to provide access at all times. Barricades, traffic signs and cones shall be provided by the Supplier to suit the specific conditions.

B2.2 Site Maintenance

Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily and in the event of this occurring the City representative shall have the right to withhold payment for as long as necessary in respect of the relevant works in the area concerned or to apply the relevant penalty.

B3 PROTECTION OF SERVICES**B3.1 Existing Services**

“Existing Service” shall include any service which has been temporarily taken out of service to allow for the execution of the works or which has been taken out of service as a result of an event which necessitated the execution of the works.

B3.2 Condition of Existing Services

The Supplier acknowledges that he has inspected and examined all known existing services and all existing services subsequently discovered and is satisfied that all such services were in an acceptable and serviceable state at the commencement of the works.

In the event of a dispute as to the acceptability and/or serviceability of an existing service at the commencement of the works or upon the discovery of such service, the Supplier shall bear the onus of proving that the service in question was not in an acceptable and/or serviceable state at the commencement of the works.

B3.3 Maintenance and Protection of Existing Services

During the course of the works, all existing services including water mains, sewers and stormwater reticulation, electricity transmission and telephone lines, cables, poles and conduits whether in service or not shall be protected, supported and maintained to the satisfaction of the service authority or department concerned and the Purchaser. The Supplier shall bear all costs in this regard.

Where on account of location or level, existing services have to be permanently altered to accommodate the proposed service, the City of Cape Town will pay all charges in connection therewith. Hydrants under pressure, water main valve covers and manholes shall be kept unobstructed and accessible at all times.

B3.4 Work in Close Proximity to Existing Services

The Supplier shall note that no mechanical excavators or vibratory type compactors may be used within three 3 meters of any telecommunications or electrical services. No pegs or stakes shall be driven into the ground in the vicinity of underground services unless their exact positions have been determined.

The Supplier's attention is drawn to the following with regard to work done in proximity of ESKOM and other electrical services:

*MACHINERY AND OCCUPATIONAL SAFETY ACT (Act No 6 of 1983) WITH REGULATIONS
D16 (7) excavations*

"The builder or excavator shall ascertain as far as practicable the location and nature of underground services likely to be affected by the excavation and take such steps as may be necessary to prevent danger to persons"

*THE ELECTRICITY ACT (ACT No 40 of 1958)
Section 51(3): Offences and penalties*

"Any person without legal right (the proof of which shall be upon him) cuts or damages or interferes with any apparatus for generating, transmitting or generating electricity, shall be guilty of an offence and liable on conviction to a fine not exceeding R 1 000.00 or to imprisonment for a period not exceeding twelve months."

The Tenderer shall allow all reasonable access to the representatives of any Authority or department for the purpose of maintaining, laying and/or relaying any services, cables or mains during the period of the Contract.

Permanent alterations to existing services ordered in writing by the Purchaser, and for which no separate provision has been provided has been made in the Price Schedule, will be paid for under dayworks or extra works if required.

B4 ACCOMODATION OF TRAFFIC

B4.1 Safety

The Supplier shall be responsible for the safe and easy passage of pedestrian and vehicular traffic past and/or over sections of a work site or road of which he has occupation. The Supplier shall at all times in his operations take the necessary care to protect the public and to facilitate the flow of traffic.

The Supplier may not commence with any part of the works before he has made adequate provision for the accommodation of traffic. The safety and convenience of the travelling public is to be considered of utmost importance and every effort must be made to ensure that no work may proceed on any public road until such time as the relevant road signs, flagmen, speed controls, barricades, delineators, cones are in place and maintained, and that courtesy is extended to the public at all times.

The Supplier shall ensure that his employees wear high visibility safety clothing when working alongside public traffic. The safety jackets shall be of an approved Level 2 type, bright/fluorescent orange, red-orange or yellow in colour with retro-reflective strips as indicated in Chapter 13 of Volume 2 of the South African Traffic Signs Manual (SARTSM). When work is carried out between the hours of sunset and sunrise, the Level 2 safety jackets shall be replaced by Level 3 jackets.

The travelling public shall have the right of way on public roads, and the Supplier shall apply suitable methods for controlling the movement of his vehicles, plant and equipment so that they will not constitute a hazard on the road.

Access to properties must be maintained at all times.

The Supplier shall nominate a knowledgeable employee on site who shall be the Traffic Safety Officer responsible for the arrangements and maintenance of all accommodation of traffic measures required for the duration of the work. He shall exercise control in terms of traffic safety over the safe movement of personnel, visitors and plant on site including the wearing of high visibility clothing, the operation of amber flashing lights and for keeping all roads signs and traffic cones clean and visible. He shall attend to the training and performance of flagmen and other personnel involved in the control of traffic.

The Supplier shall liaise with and co-operate with the relevant traffic authorities wherever the work affects existing roads.

B4.2 Temporary Traffic-Control Facilities

The Supplier shall provide, erect and maintain the necessary traffic-control devices, road signs, channelization devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control facilities), as shown in the South African Road Traffic Signs Manual (SARTSM), and shall remove them when no longer required. It shall be incumbent upon the Supplier to see to it that the above-mentioned traffic-control facilities are present at all times and are functioning properly.

Work, including the erection and removal of traffic control facilities, shall be executed between sunrise and sunset on Monday to Saturday, inclusive. Occupation of existing traffic lanes will only be allowed during daylight hours on normal working days, which are defined as Monday to Saturday, inclusive. The existing number of lanes for each traffic movement affected by maintenance shall not be reduced without the written authorization of the City's representative.

The Supplier shall determine the particular accommodation of traffic layout(s) on the drawings suitable to the cleaning exercise(s) planned. The Supplier shall submit the layout proposals for signage and accommodation of traffic to the City representative for approval.

The Supplier shall indemnify the Purchaser against all proceedings, claims, actions, damages and costs which may arise from or be related to the absence or improper functioning or placement of traffic-control facilities.

No claims will be considered for delays or inconvenience caused by the accommodation of traffic requirements.

The type of maintenance, spacing and placement of traffic-control facilities shall be in accordance with the prescriptions and recommendation of the latest edition of SARTSM.

The traffic shall be accommodated on the existing surfaced carriageway and shoulders. No bypasses or temporary deviations shall be constructed. Accommodation of traffic will generally be carried out by closing off one lane of traffic at a time and accommodating the traffic on the other lane(s).

B4.3 Traffic-Control Devices

Traffic-control devices include the use of flagmen and portable STOP and GO-RY signs, and traffic

signals, whichever may be the most suitable method under the prevailing circumstances. Traffic signals shall only be erected if approved by the City representative.

If a road is partially closed and one-way traffic only is allowed over a section of road of which the length exceeds 250 m, the traffic shall be regulated by flagmen and STOP and GO-RY signs at both ends of such section. If it is necessary for effective communication between the flagmen, an approved two-way communication system shall be in operation at the control points.

Flagmen shall have a working knowledge of the road regulations.

Temporary traffic-control facilities shall be provided with portable stands adequately ballasted with sandbags to prevent the signs from being blown over by wind or wind turbulence from moving traffic.

B4.4 Road Signs and Barricades

Road signs shall include all the statutorily required road signs in the permanent or temporary series, which shall also include delineators and moveable barriers (the barrier/sign combination type), or an appropriate combination thereof.

B4.5 Channelization Devices and Barricades

Channelization devices shall include delineators, cones, barricades, guardrails, barriers, road studs or road markings or any appropriate combination of these devices.

B4.6 Warning Devices

Vehicles and plant operating on the works shall be equipped with rotating amber flashing lights. All lights shall be visible at all times and from all sides. The flashing lights shall be on at all times when the vehicles and plant are used on the site.

B4.7 Accommodation of Traffic Layout categories

The Supplier shall comply with the South African Road Traffic Signs Manual Volume 2 Chapter 13 – Roadworks Signing manual when implementing accommodation of traffic measures.

B4.8 Measurement and Payment

There are no specific pay items for accommodating traffic and complying with this specification and the South African Road Traffic Signs Manual (SARTSM). The rates tendered for cleaning and dayworks shall include full compensation for the provision of a Traffic Safety Officer, communications equipment, maintaining accesses to properties, provision, moving between setups and maintenance of traffic-control facilities including road signs, traffic signals, channelization devices, barricades, warning devices, flashing lights, flagmen, barriers, delineators, cones, barricades, road studs and road marking.

B5 LIAISON WITH LOCAL AUTHORITIES

The Supplier will have to liaise with local authorities regarding the following matters:

- (a) Dealing with traffic.
- (b) Locating of existing underground services.
- (c) Protection of existing services during infrastructure maintenance operations.

All the relevant authorities were notified of above operations. It is then the Supplier's onus to immediately contact all these authorities and to accommodate their involvement in his programme of work. The Supplier should also warn the authorities at least 48 hours before the actual work commence. Compensation for delays, losses or accidents will not be considered should the Tenderer at any time have failed to keep the local authorities informed.

The City representative must immediately be notified, should the Supplier experience any problem regarding work, which involves a local authority.

B6 PRODUCTION RATES

The Supplier will at all times attempt to achieve the production rates tabled below. The City of Cape Town

reserves the right to impose penalties should a Supplier not achieve the required production rates without a justifiable reason.

Table B6.1: Average production rate for hand cleaning of rivers

ITEM	AVERAGE RATES (square meters per worker per day)
Cleaning rivers and banks	100
Cutting vegetation in water 1m deep	20
Removal of water hyacinth	20

Table B6.2: Average production rate for grass cutting of river banks, floodplains and stormwater ponds

ITEM	AVERAGE RATES (square meters per worker per day)
River banks, floodplains and stormwater ponds	800-1000

Table B6.3: Average production rate for litter picking of river banks, floodplains and stormwater ponds

ITEM	AVERAGE RATES (square meters per worker per day)
River banks, floodplains and stormwater ponds	200-500 Depending on the density and type of litter

C5.2. TRADE NAMES OR PROPRIETARY PRODUCTS

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

C5.3 EMPLOYMENT OF SECURITY PERSONNEL

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

C5.4 FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (described below)
- b) Vehicle Log sheet
- c) Time statements/sheet of all personnel (as requested by Purchaser)
- d) Any other documentation requested by the Purchaser necessary for the verification of work done for the purpose of payment

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT’s Agent with

copies of the employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT's Agent.

Invoices will only be paid on the successful completion of the task and on submission of the following documents:

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein

Invoices will only be paid on the successful completion of the task and on submission of the following documents:

- Timesheets – signed by each team member and the Supplier.
- Pay slips and proof of wages paid (including the signature of workers that they accepted the wages). Certified, colour ID copy of each worker on the timesheet. Signed employment contract of each worker. Banking details of each worker.
- EPWP labour report in the format provided by the City of Cape Town.
- Vehicle log sheets in the format of Annexure 1 or other updated format provided by the Purchaser from time to time.
- Evidence of weekly safety talks and signed attendance register.

C.6 SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Insert new clause 1.1A with the following:

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

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

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

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

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

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

Add the following after clause 5.4:

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

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

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

- 5.8.3.3 Not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Purchaser;
- 5.8.3.4 Comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the CCT Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the Supplier from time to time;
- 5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.
- 5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Supplier of any third party's Intellectual Property rights.
- 5.8.5 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following after clause 5.8:

5.9 Protection of Personal Information Act of 2013

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

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

5.10 **PERFORMANCE MONITORING**

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

7. Performance Security

Not Applicable. Tenderers must disregard the **Pro Forma Performance Security/ Guarantee** and are not required to furnish same.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

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

11. Insurance

Add the following after clause 11.1:

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

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

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

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

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

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

15. Warranty

Add to Clause 15.2:

15.2 The warranty for this Contract shall remain valid for zero (0) months from date of Delivery of the Goods and/or Services.

16. Payment

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

16.1 Payment of invoices will be made:

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

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

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

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

Add the following after clause 16.4

16.5 Notwithstanding any amount stated on the Purchase Order, the Supplier shall only be entitled to payment for Goods and/or Services actually delivered in terms of the Specification and Drawings, or any variations thereof made in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the Purchaser.

16.6 The Purchaser will only make advanced payments to the Supplier in strict compliance with the terms and conditions as contained in the Pro forma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser's Treasury Department.

16.6.1 The Advance Payment Schedule applicable to this Contract is set out below. The items of plant and materials which have been identified by the Purchaser as being suitable for advance payment in terms of this Contract are listed in the table below, and for which the Purchaser is prepared to make advance payment to the Supplier, subject to the conditions below. Should an item or items be added to the list at tender stage by a tenderer, no obligation to advance payment shall be incurred by the Purchaser, for such items added by the tenderer except as provided for herein.

16.6.2 The Supplier can only rely on advance payment being permitted by the Purchaser in respect of the plant and materials listed in the table above. The Purchaser may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Supplier.

16.6.3 Advance payment for the purposes of deposits will only be provided up to a limit of **0%** of the value of any one item being claimed.

16.6.4 The Supplier shall provide the Purchaser with documentary evidence of the terms and conditions for which a deposit with order is required by a third party manufacturer/supplier, together with the advance payment guarantee.

16.6.5 The Supplier will also be permitted to obtain advance payment for the balance of the value of the

plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the Supplier. The Supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the Purchaser upon request, for the whole value of the item.

17. Prices

Add the following after clause 17.1

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

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

17.4 The prices for the goods and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 Contract Price Adjustment and/or Rate of Exchange Variations and the following conditions will be applicable:

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

20.3 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not relieve the Supplier from any liability or obligation under the Contract.

21. Delays in the supplier's performance

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

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

Where additional time is granted, the Purchaser shall also determine whether or not the Supplier is entitled

to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the Purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the Supplier and the Purchaser, additional time only (no costs) will be granted.

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The Penalty for **Late finish of work and/or emergency work** will be **2% of the Purchase Order Value per day**, limited to a **Maximum Amount of R2000.00 per day per Works Project**.

The process of Penalty application will follow a progressive approach, allowing implementation of remedial measures to achieve compliance in a way which allows for non-compliance to be addressed with warnings prior to complete application of the penalty:

Step	Offense/Trigger	Action by Employer	Action by Contractor	Impact/Record
1	First offense of late finish of work/emergency work	Written warning issued if late finish of works is foreseen, or if works are not completed within agreed period	Provide reasoning for delay, and either accelerate works or complete works within 24 hours from original period	None
2	Failure to adhere to initial written warning for late finish of works	Second warning issued, and instruction to provide Corrective Action Plan. Contractor given an additional 24 hours to complete works.	Provide a Corrective Action Plan, to complete Works 24 hours from deadline of first offense/trigger	The non-compliance will be recorded in the Performance monitoring reporting
3	Persistent delay after second warning	Non-compliance notice issued	Provide a revised Corrective Action Plan, and complete works 48 hours from deadline of second offense/trigger	Penalty imposed per day as stipulated and event is recorded in Performance monitoring reporting
4	Repeated non-compliance after penalty imposed	Should works not have been completed following the application of warnings and penalties, notice of intent to terminate will be issued	Rectify within 48 hours from third offense/trigger	Penalties will be applied until works are completed
5	Non-compliance after notice of intent to terminate	Project will be terminated if unresolved after period allowed during notice of intent to terminate lapses	Terminate Works	Termination, with any remaining funds owed to Contractor settled

Table 22.1 – Penalty Application Approach

CONTRACTOR NON-COMPLIANCE RESOLUTION PROCESS

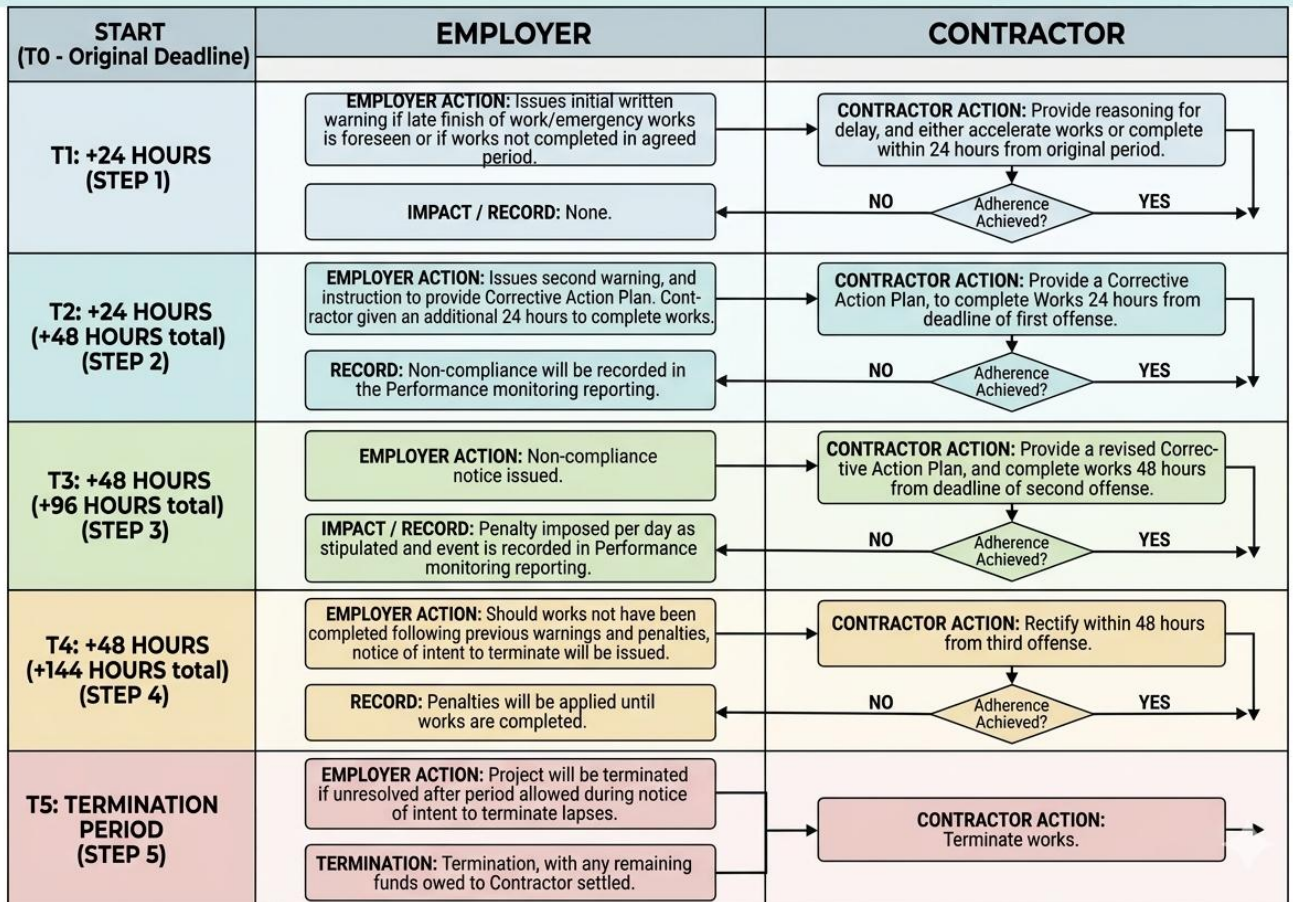


Figure 22.1 – Non-compliance Resolution Process

The Purchaser or his representative shall issue spot fines if the Tenderer infringes on the specifications of the contract. The Supplier shall be advised in writing of the nature of the infringement and the amount of the spot fine. The Supplier shall also take the necessary steps (e.g. training) to prevent a recurrence of the infringement.

The Supplier is also advised that the imposition of spot fines does not replace any legal proceedings the authorities, land owners and/ or members of the public may institute against the Supplier.

In addition to the spot penalty, the Supplier shall be required to make good any damage caused as a result of the infringement at his own expense.

Spot fines and penalties will be deducted from the next invoice prior to the addition of VAT and will be indicated as such on the invoice submitted by the Supplier or other approved method as indicated by the Purchaser. The Purchaser or his Representative may also order the Supplier to suspend part or all the works if the Supplier repeatedly infringes (i.e. more than 2 cases of infringements).

22.2 The Purchaser shall, without prejudice to its other remedies under the contract, deduct from amounts payable, financial penalties as contained on the Preference Schedule for breaches of the conditions upon which preference points were awarded.

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

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

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

23.8.4 Reputational risk or harm to the Purchaser

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

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

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

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

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

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

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

- (a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

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

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

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

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

28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive,

exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

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 including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

C.7 GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

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

8. Inspections, tests and analyses

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
- (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the Parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

22. Penalties

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

23. Termination for default

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

- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.
- 27.2 If, after 30 (thirty) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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

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

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between Parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker’s Warranty



Letterhead of supplier’s Insurance Broker

Date _____

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 225S/2025/26

TENDER DESCRIPTION: **TERM TENDER (WINNER-TAKES-ALL WITH ALTERNATIVE BIDDER) FOR THE MAINTENANCE OF THE STORMWATER SYSTEMS AND ASSOCIATED INFRASTRUCTURE USING LABOUR-INTENSIVE METHODS**

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier’s Insurance Broker)

MONTHLY PROJECT LABOUR REPORT



BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:
--

Year	Month

Sheet		
1	of	

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

0 0 R -

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

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

Annexure C - Pro Forma Performance Security/ Guarantee

Not Applicable to this tender

Annexure D - Pro Forma Advance Payment Guarantee

Not Applicable to this Tender

Approved Financial Institution as at 13 August 2025: -

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

Not Applicable to this Tender.

Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment and/or Rate of Exchange Variation

1. TENDER CONDITIONS

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

2. CPA PROVISIONS SELECTION

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

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

H	N/A	OR	Overseas CPI / PPI index based CPA	Ad-Hoc / Periodic	<i>Schedule F.1 (H)</i>
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2.4 CPA and/or RoE provisions marked as **not applicable** is not relevant and will not apply to this tender and resulting contract.

3. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

3.1 Any claim for variation in the contract price (either CPA or RoE adjustments) must be submitted in writing:

- i. By letter to: Director Michael Killick, City of Cape Town,
P O Box 655, Cape Town, 8000 or
- ii. By email to: **CPA.request@capetown.gov.za**

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

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

F.1 (A) – FIRM PRICES

NOT APPLICABLE

F.1 (B) LOCAL SOUTH AFRICAN CONTENT – SEIFSA INDICES

NOT APPLICABLE

F.1 (C) LOCAL SOUTH AFRICAN CONTENT - SUPPLIER/ MANUFACTURER PRICE LIST/QUOTATIONS

NOT APPLICABLE

F.1 (D) LOCAL SOUTH AFRICAN CONTENT - STATS SA CONSUMER PRICE INDEX
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1. Applicable where the Tenderer/Suppliers has indicated their tendered prices are subject to adjustment based on changes in the Statistics South Africa (STATS SA) Consumer Price Indices.
2. A minimum of 10% of the tender price as per C.4 Pricing Schedule shall be fixed and free of variation for the duration of the contract.
3. A total of 90% of the tender price as per C.4 Pricing Schedule shall be adjusted annually in accordance with clause 5 below.
4. The Contract Price(s) shall remain FIRM for the first 12 calendar months from date of Commencement Date of Contract and Suppliers are not permitted to requests CPA during this period. For year 3 onwards the contract price adjustment provision will be based on the previously "**adjusted**" tendered price.
5. The Contract Price(s) will thereafter be subject to adjustment annually based on the average percentage of change over 12 months as published by STATS SA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows, **applicable to all items of the Schedules other than those listed in F.1.(E)**
 - 5.1 CPA applicable from the start of the 13th month to the end of the 24th month calculated as follows:
 - a) The base month for the price adjustment being three (3) calendar months prior to Commencement Date of Contract; and
 - b) The end month shall be three (3) calendar months prior to the 12th month.
 - 5.2 CPA applicable from the start of the 25th month to end of the 36th month calculated as follows:
 - a) The base month for the price adjustment shall be three (3) calendar months prior to the 13th month; and
 - b) The end month shall be three (3) calendar months prior to 24th month.
 - 5.3 CPA applicable from the start of the 37th month to the end of the 48th month shall be calculated as follows:
 - a) The base month for the price adjustment shall be three (3) calendar months prior to the 25th month; and
 - b) The end month shall be three (3) calendar months prior to the 36th month.
 - 5.4 **CPA applicable from the start of the 49th month to the end of the 60th month** shall be calculated as follows:
 - a) The base month for the price adjustment shall be three (3) calendar months prior to the 37th month; and
 - b) The end month shall be three (3) calendar months prior to the 48th month.
 - 5.5 The average CPI percentage will be calculated using the base month to the end month (both included) divided by the number of months. (12 months totalled/12 to achieve the average CPI)
6. Subject to prior approval by the CCT delegated authority, in the event of any extension of the contract period, the CPA applicable beyond month 60th of the contract will follow the same principle in determining the base month and end date as outlined above.

F.1. (E) LOCAL SOUTH AFRICAN CONTENT – SECTORIAL DETERMINATION

1. Applicable where the Tenderer/Suppliers has indicated their tendered prices are subject to adjustment based on changes in the Sectorial Determination for **the Contract Cleaning Sector for Item Numbers 14, 15 and 16.**
2. The labour variation shall be based on the annual increase from the Department of Labour Sectorial Determination 1.
3. The contract price per item which is subject to the Sectorial determination, shall be adjusted **annually**, and the adjusted contract price shall be applicable for purchase orders issue during the following full calendar month.
4. The base month for CPA calculations shall be the calendar month of the closing date for tenders, and the Sectorial Determination valid at closing date of tender shall be used.
5. Adjusted month for CPA calculations of the contract prices per item in C.4 - Price Schedule shall be calculated based upon the annual Sectorial Determination published by the Department of Labour.

F.1.(E) PSIRA SECURITY GUARD ADJUSTMENTS

The PSIRA Security Guards adjustment will be escalated as follows:

PSIRA rates shall be subject to adjustment once per annum and in direct proportion to any variation in the tariffs in accordance the Private Security Industry Regulatory Authority Guidelines. This applies to Item Numbers **26, 27, 28, 29, 30 and 31.**

F.1.(E) DISPOSAL PRICE ADJUSTMENT
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The Disposal Price Adjustment will be escalated as follows:

Aligned to the City of Cape Town Waste Services Disposal Tariffs increases. The rate tendered will increase only by the amount which the disposal tariff has increased with the remainder of the rate remaining fixed e.g. rate tendered is R40.00, disposal tariff has increased from R10.00 to R15.00 therefore new rate is R45.00. Documentary proof of changes to disposal tariff increases by City of Cape Town Waste Services Department must be submitted. This applies to Item Numbers **53 and 54.**

F1.8 All requests for price variations must be submitted in writing to: CPA.Request@capetown.gov.za

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

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium’s behalf.

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

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

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

Schedule F.3: Declaration for Procurement above R10 million

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

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

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

If YES, submit audited annual financial statements:

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

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

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

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

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

- 2.2 If YES, provide particulars:

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

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

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

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

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

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

If YES, furnish particulars below

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

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

Date

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 90/10 preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

The following definitions shall apply to this schedule:

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**POINTS AWARDED FOR PRICE****THE 90/10 PREFERENCE POINT SYSTEMS**

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

90/10

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**POINTS AWARDED FOR PRICE**

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

90/10

Or

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

Table 1: Specific Goals (SG) – Points Allocated and Claimed

Tenderers must indicate the preference points claimed for each specific goal applicable to them, for the purposes of this tender.

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

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State		To be Completed by the Tenderer	
	Number of points Allocated (90/10 system)	Number of points Allocated (80/20 system)	Number of points claimed (90/10 system)	Number of points claimed (80/20 system)
Promotion of Micro and Small Enterprises	4	8		
Enterprise Supplier Development and Socio-Economic Development	3	6		
Skills Development <u>OR</u> Employee Share Scheme	3	6		

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm.....

5.4 Company registration number:

5.5 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

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

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

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

Table 2: Specific Goals – Declaration by the Tenderer

Tenderers must complete this table to declare the amounts and percentages applicable to the specific goals they are claiming.

NB: In completing Table 2 below, please consult **Notes for Verification** below

The specific goals allocated points in terms of this tender	To be Completed by the Tenderer	
	Refer to “Notes for verification”	Amount Declared (excluding VAT)
<u>SG1</u> Promotion of Micro and Small Enterprises	(i) Total Turnover	
<u>SG2</u> Enterprise Supplier Development and Socio Economic Development	(ii) Total Enterprise Supplier Development Expenditure	
	(iii) Total Socio Economic Development Expenditure	
	(iv) Total Expenditure	
<u>SG3.1</u> Skills Development	(v) Total Skills Development Expenditure	
	(vi) Total Profit	
OR <u>SG3.2</u> Employee Share Scheme	(vii) Employee Share Scheme Ownership %	

Tenderer Confirmation:

I confirm that the amounts declared in Table 2 above are accurate and in accordance with the *‘The Broad-Based Black Economic Empowerment (B-BBEE) Act 53 of 2003, as amended.* .

Signature of Tenderer (Authorised to represent the tenderer)	Date	Name and Surname	Address

Notes for Verification:

All amounts disclosed should be as per the most recent Annual Financial Statements (not older than 12 months) and defined as per the B-BBEE Act

- SG1 – Specific Goal 1
Promotion of Micro and Small Enterprises
 (i) Total Turnover
 Micro enterprises with a turnover of up to R20million and Small enterprises with a turnover up to R80 million, as per National Small Enterprise Act, 1996 (Act No.102 of 1996)

- SG2 – Specific Goal 2
Enterprise Supplier Development and Socio-Economic Development
 (ii) Total Enterprise Supplier Development Expenditure
 Qualifying expenditure as defined in the B-BBEE Act: Statement 400 “THE GENERAL PRINCIPLES FOR MEASURING ENTERPRISE AND SUPPLIER DEVELOPMENT”

 (iii) Total Enterprise Socio Economic Development Expenditure
 Qualifying expenditure as defined in the B-BBEE Act: Statement 500 “THE GENERAL PRINCIPLES FOR MEASURING THE SOCIO - ECONOMIC DEVELOPMENT ELEMENT”

 (iv) Total Expenditure
 Total Expenditure as per the most recent Annual Financial Statements (not older than 12 months)

- SG3.1 – Specific Goal 3
Skills Development
 (v) Total Skills Development Expenditure
 Qualifying expenditure as defined in the B-BBEE Act: Statement 300 “THE GENERAL PRINCIPLES FOR MEASURING SKILLS DEVELOPMENT”

 (vi) Total Profit
 Total Profit as per the most recent Annual Financial Statements (not older than 12 months)

- SG3.2 – Specific Goal 3
Employee Share Scheme
 (vii) Employee Share Scheme Ownership %
 Total employee ownership as per employee share certificate at the date of tender closing.

The below table (Table 3) must be completed by a B-BBEE Verification Agency (*Note 1) **OR** Commissioner of Oaths
 (Refer to *Note 3.2 for the detailed declaration):

Table 3:

Signature and Stamp	Date	Name and Surname	Address

***Note 1**

1.1 Tendering entity that undergoes B-BBEE verification

- Where a tendering entity undergoes B-BBEE verification, a B-BBEE certificate valid as at the date of tender closing, must be attached to the bid submission or must be made available upon request within the specified period.
- All amounts disclosed in Table 2, should be amounts used in the B-BBEE verification process undergone by the tendering entity
- The B-BBEE verification agency must complete Table 3 above, to confirm the following amounts disclosed by the bidder in Table 2:
 - (ii) Total Enterprise Supplier Development Expenditure;
 - (iii) Total Socio Economic Development Expenditure;
 - (v) Total Skills Development Expenditure
- Where the tendering entity is a Joint Venture/ Consortium, the amounts in Table 2 must be consolidated, with an accompanying consolidated B-BBEE certificate valid as at the date of tender closing must be attached to the bid submission or must be made available upon request within the specified period.

1.2 If the tendering entity does not undergo B-BBEE verification and qualifies as a B-BBEE Qualifying Small Enterprise (QSE) and Exempted Micro-Enterprises (EME)

- Table 3 must be completed by a Commissioner of Oaths to confirm the following amounts disclosed by the bidder in Table 2:
 - (ii) Total Enterprise Supplier Development Expenditure;
 - (iii) Total Socio Economic Development Expenditure;
 - (v) Total Skills Development Expenditure

***Note 2**

2.1 The tendering entity must attach with the bid submission or must be made available upon request within the specified period; the most recent (where applicable) audited financial statements to enable validation of the following amounts disclosed by the bidder in Table 2:

- (i) Total Turnover
- (iv) Total Expenditure
- (vi) Total Profit

2.2 Companies who are required to be audited by legislation, must submit audited financial statements, not older than 12 months with the bid submission or must be made available upon request within the specified period.

***Note 3**

Sworn affidavit to be deposed by the Commissioner of Oaths to the QSE or EME.

I, the undersigned,

Full Name and Surname <i>(Authorised to represent the tenderer)</i>	
Identity Number	

Hereby declare under oath as follows

3.1 The contents of this statement are to the best of my knowledge a true reflection of facts.

3.2 I am a Member/ Director/ Owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, Pty (Ltd), Sole Prop etc):	
Nature of Business:	

3.3 I hereby declare under oath that based on the Financial Statements / Management Accounts and information available on the latest financial year end _____

3.3.1 The annual Total Revenue was less than R50 000 000.00 (Fifty Million Rand);

3.3.2 The following amounts disclosed in Table 2 are accurate, complete, consistent with the BBBEE Act (see Notes for Verification) and based on the Financial Statements / Management Accounts and information available on the latest financial year end _____

As per Table 2	Amount Declared (excluding VAT)
(ii) Total Enterprise Supplier Development Expenditure	
(iii) Total Socio Economic Development Expenditure	
(iv) Total Expenditure	
(v) Total Skills Development Expenditure	

As per Table 2	Amount Declared (excluding VAT)
(vi) Total Profit	
(vii) Employee Share Scheme Ownership %	

3.4 I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent I this matter.

3.5 The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Commissioner of Oaths
Signature, Date and Stamp

Deponent Signature and Date

3.6 KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS

<p>BBBEE Certificates/ Sworn Affidavits</p>	<p>Returnable for declaration requirement must be attached with the bid submission or must be made available upon request within the specified period</p> <ul style="list-style-type: none"> - Certified and Valid copy of BBBEE Certificate issued by a SANAS Accredited Verification Agent, or - Certified and Valid copy of Sworn Affidavit for either EME or QSE (see key notes below to determine Validity of a Sworn Affidavit); or - Valid copy of BBBEE Certificate issued by CIPC for EME’s only <p>KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS</p> <p>Tenderers submitting Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:</p> <p>(a) Name/s of deponent as they appear in the identity document and the identity number.</p> <p>(b) Designation of the deponent as the Director/ Member must be indicated in order to know that person is duly authorised to depose of an affidavit (mark the applicable</p>
--	--

option).

(c) Name of enterprise as per enterprise registration documents issued by CIPC, where applicable, and enterprise business address.

(d) Amounts as per Table 2 must be inserted (**No blank spaces to be left**).

(e) Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts (**mark the applicable option**).

(f) Financial year end as per the enterprise's registration documents, which was used to determine the total revenue (financial year end to be stipulated by day/ month/ year).

(g) Date deponent signed and date of Commissioner of Oath must be the same.

(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign ad stamp).

(h) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

If the relevant documentation/ information as stipulated in the enquiry is not submitted and/or does not meet the above requirements; tenderers will be disqualified.

Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)
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1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
 - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 or higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
 - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
 - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
 - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
 - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
 - 1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.

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

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

- 3.13 Are any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 3.13.1 If yes, furnish particulars: _____
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**
 3.14.1 If yes, furnish particulars: _____
- 3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the CCT in the past twelve months? **YES / NO**
 3.15.1 If yes, furnish particulars: _____
- 3.16 Do you have any employees who was in the service of the CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT’s bid committees for this bid? **YES / NO**
 3.16.1 If yes, furnish particulars: _____

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

Full Name	Identity Number	State Employee Number

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

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

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

 Date

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

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

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

Schedule F.6: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

The CCT's anti-corruption hotline at 0800 32 31 30 (toll free)

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

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

 Date

Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

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

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

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

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

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

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

Date

Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT

To: THE CITY MANAGER, City of Cape Town

From: _____
(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CCT

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

Physical Business address(es) of the tenderer	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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

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

Date

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **225S/2025/26:TERM TENDER (WINNER-TAKES-ALL WITH ALTERNATIVE BIDDER) FOR THE MAINTENANCE OF THE STORMWATER SYSTEMS AND ASSOCIATED INFRASTRUCTURE USING LABOUR-INTENSIVE METHODS**] in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

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

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

Signature

Print name:

On behalf of the tenderer (duly authorised)

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

Date

Schedule F.11: List of Other Documents Attached By Tenderer

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

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

Attach additional pages if more space is required.

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

 Date

Schedule F.12: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

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

 Date

Schedule F.13: Information to Be Provided With the Tender

The following information shall be provided with the Tender:

1. Schedule 13 A: Details of Company's Previous Work Experience and Proof of completion of relevant projects in the form of certificates of completion / completion letters etc. for relevant projects claimed by the tenderer
2. Schedule 13 B.1: Details and CV of Contracts Manager Work Experience (**listed in functionality criteria**)
3. Schedule 13 B.2: Details and CV of Site Foreman Work Experience (**listed in functionality criteria**)
4. Schedule 13 B.3: Details and CV of Project/Contract Administrator Work Experience (**listed in functionality criteria**)
5. Schedule 13 C: Area Preference
6. Schedule 13 D: Schedule of Contractors Plant And Or Equipment and Proof of Registration and ownership of **vehicles claimed** in the form of the proof of insurance, sworn affidavit, letter from bank, naTIS document Certificate of Registration (RC1).

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

Date

Schedule 13 A: Details of Company's Previous Work Experience

The tenderer shall insert in the spaces provided below a list of jobs that clearly show the company experience related to vegetation management and/or cleaning of rivers and/or stormwater systems. The list must include completed jobs. **TENDERERS ARE TO NOTE THE ELIGIBILITY REQUIREMENTS CONTAINED IN CLAUSE 2.2.1.1.4**

CONTRACT/TENDER No. & CLIENT DETAILS	DETAILED DESCRIPTION OF THE NATURE OF WORK		CONTRACT/PROJECT START AND END DATES (E.g. July 2023 to October 2023)
	1.Contract/Project No. and Description		
	Detailed description of work		
	2.Contract/Project No. and Description		
	Detailed description of work		

CONTRACT/TENDER No. & CLIENT DETAILS	DETAILED DESCRIPTION OF THE NATURE OF WORK		CONTRACT/PROJECT START AND END DATES (E.g. July 2023 to October 2023)
	3.Contract/Project No. and Description		
	Detailed description of work		
	4.Contract/Project No. and Description		
	Detailed description of work		
	5.Contract/Project No. and Description		
	Detailed description of work		

CONTRACT/TENDER No. & CLIENT DETAILS	DETAILED DESCRIPTION OF THE NATURE OF WORK		CONTRACT/PROJECT START AND END DATES (E.g. July 2023 to October 2023)
	6.Contract/Project No. and Description		
	Detailed description of work		
	7.Contract/Project No. and Description		
	Detailed description of work		
	8.Contract/Project No. and Description		
	Detailed description of work		

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

Schedule 13 B.1: Details of Contracts Manager Work Experience

Details of Contract Manager Work Experience

Tenderers shall set out in the spaces provided below details of the Contracts Manager’s experience in work relating to the maintenance and/or cleaning of rivers and/or stormwater systems. **TENDERERS ARE TO NOTE THE ELIGIBILITY REQUIREMENTS CONTAINED IN CLAUSE 2.2.1.1.4**

CONTRACTS MANAGER’S DETAILS (NAME AND SURNAME)	DETAILED DESCRIPTION OF THE NATURE OF WORK		START DATE	END DATE	Duration
	Project/ Contract No.				
	Detailed description of work				
	Project/ Contract No.				
	Detailed description of work				
	Project/ Contract No.				
	Detailed description of work				

CONTRACTS MANAGER'S DETAILS (NAME AND SURNAME)	DETAILED DESCRIPTION OF THE NATURE OF WORK		START DATE	END DATE	Duration
	Project/ Contract No.				
	Detailed description of work				
	Project/ Contract No.				
	Detailed description of work				
	Project/ Contract No.				
	Detailed description of work				

CONTRACTS MANAGER'S DETAILS (NAME AND SURNAME)	DETAILED DESCRIPTION OF THE NATURE OF WORK		START DATE	END DATE	Duration
	Project/ Contract No.				
	Detailed description of work				
	Project/ Contract No.				
	Detailed description of work				
	Project/ Contract No.				
	Detailed description of work				

CONTRACTS MANAGER'S DETAILS (NAME AND SURNAME)	DETAILED DESCRIPTION OF THE NATURE OF WORK		START DATE	END DATE	Duration
	Project/ Contract No.				
	Detailed description of work				

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL)

CV to be provided as well.

SIGNED ON BEHALF OF TENDERER:

Schedule 13 B.2: Details of Site Foreman Work Experience

Details of Site Foreman Work Experience

Tenderers shall set out in the spaces provided below details of the Site Foreman experience in work relating to the maintenance and/or cleaning of rivers and/or stormwater systems. **TENDERERS ARE TO NOTE THE ELIGIBILITY REQUIREMENTS CONTAINED IN CLAUSE 2.2.1.1.4**

SITE FOREMAN/ SUPERVISOR DETAILS (NAME & SURNAME)	DETAILED DESCRIPTION OF THE NATURE OF WORK		START DATE	END DATE	Duration
	Project/ Contract No.				
	Detailed description of work				
	Project/ Contract No.				
	Detailed description of work				
	Project/ Contract No.				
	Detailed description of work				

SITE FOREMAN/ SUPERVISOR DETAILS (NAME & SURNAME)	DETAILED DESCRIPTION OF THE NATURE OF WORK		START DATE	END DATE	Duration		
	Project/ Contract No.						
	Detailed description of work						
	Project/ Contract No.						
	Detailed description of work						
	Project/ Contract No.						
	Detailed description of work						

SITE FOREMAN/ SUPERVISOR DETAILS (NAME & SURNAME)	DETAILED DESCRIPTION OF THE NATURE OF WORK		START DATE	END DATE	Duration
	Project/ Contract No.				
	Detailed description of work				
	Project/ Contract No.				
	Detailed description of work				
	Project/ Contract No.				
	Detailed description of work				

SITE FOREMAN/ SUPERVISOR DETAILS (NAME & SURNAME)	DETAILED DESCRIPTION OF THE NATURE OF WORK		START DATE	END DATE	Duration
	Project/ Contract No.				
	Detailed description of work				

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL)

CV to be provided as well.

SIGNED ON BEHALF OF TENDERER:

Schedule 13 B.3 Details of Project/Contract Administrator Work Experience

Details of Project/Contract Administrator Work Experience

Tenderers shall set out in the spaces provided below details of the Project/Contract Administrator experience in work relating to the maintenance and/or cleaning of rivers and/or stormwater systems. **TENDERERS ARE TO NOTE THE ELIGIBILITY REQUIREMENTS CONTAINED IN CLAUSE 2.2.1.1.4**

PROJECT/ CONTRACT ADMINISTRATOR DETAILS (NAME AND SURNAME)	DETAILED DESCRIPTION OF THE NATURE OF WORK		START DATE	END DATE	Duration
	Project/ Contract No.				
	Detailed description of work				
	Project/ Contract No.				
	Detailed description of work				
	Project/ Contract No.				
	Detailed description of work				

PROJECT/ CONTRACT ADMINISTRATOR DETAILS (NAME AND SURNAME)	DETAILED DESCRIPTION OF THE NATURE OF WORK		START DATE	END DATE	Duration				
	Project/ Contract No.								
	Detailed description of work								
							Detailed description of work		
	Project/ Contract No.								
	Detailed description of work								
							Detailed description of work		
	Project/ Contract No.								
	Detailed description of work								

PROJECT/ CONTRACT ADMINISTRATOR DETAILS (NAME AND SURNAME)	DETAILED DESCRIPTION OF THE NATURE OF WORK		START DATE	END DATE	Duration
	Project/ Contract No.				
	Detailed description of work				
	Project/ Contract No.				
	Detailed description of work				
	Project/ Contract No.				
	Detailed description of work				

PROJECT/ CONTRACT ADMINISTRATOR DETAILS (NAME AND SURNAME)	DETAILED DESCRIPTION OF THE NATURE OF WORK		START DATE	END DATE	Duration
	Project/ Contract No.				
	Detailed description of work				

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL)

CV to be provided as well.

SIGNED ON BEHALF OF TENDERER:

Schedule 13 C: Area Preference Schedule
--

Tenderers are required to indicate their area preference in the Order of Preference column 1 to 17, with 1 being most preferable/desirable and 17 being least preferable/desirable, in the table below.

Order of Preference (1 st , 2 nd etc.)	Area	Map Number
	South Area 1	S1-D6
	South Area 2	S2-D6
	South Area 3	S3-D8
	South Area 4	S4-D8
	South Area 5	S5-D8
	South Area 6	S6-D8
	North Area 1	N1-D2
	North Area 2	N2-D2
	North Area 3	N3-D2
	North Area 4	N4-D3
	East Area 1	E1-D4
	East Area 2	E2-D4
	East Area 3	E3-D4
	East Area 4	E4-D7
	Central Area 1	C1-D5
	Central Area 2	C2-D1
	Central Area 3	C3-D1

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

Schedule 13 D: Schedule of Contractors Plant, Vehicles And Or Equipment

The tenderer shall state below what construction equipment will be available for this Contract. The tenderer shall differentiate, if applicable, between construction equipment immediately available and construction equipment which will become available by virtue of outstanding orders, and indicate what further construction equipment will be acquired or hired for the work should he be awarded the Contract.

Tenderers shall set out in the spaces provided below details of the plant, equipment and vehicles available for this contract. **TENDERERS ARE TO NOTE THE ELIGIBILITY REQUIREMENTS CONTAINED IN CLAUSE 2.2.1.1.4 with respect to proof of vehicles which is to be indicated here and proof of ownership to be annexed in this schedule.**

PLANT, VEHICLES AND/OR EQUIPMENT IMMEDIATELY AVAILABLE

DESCRIPTION, SIZE, CAPACITY, VEHICLE REGISTRATION NUMBER	NUMBER

PLANT, VEHICLES AND/OR EQUIPMENT ON ORDER

(State details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY, VEHICLE REGISTRATION NUMBER	NUMBER

PLANT, VEHICLES AND/OR EQUIPMENT THAT WILL BE ACQUIRED OR HIRED

(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY, VEHICLE REGISTRATION NUMBER	NUMBER

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

Schedule F.14: Appeal Application

annexure 'B'

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receiving machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

**GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)**

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0
---	---	---	---	---	---

PROFIT CENTRE:

1	3	0	5	0	0	0	1
---	---	---	---	---	---	---	---

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0
--	--	--	--	--	--	---	---	---	---	---	---	---

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receiving machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

**GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)**

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0
---	---	---	---	---	---

PROFIT CENTRE:

1	3	0	5	0	0	0	1
---	---	---	---	---	---	---	---

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0
--	--	--	--	--	--	---	---	---	---	---	---	---

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM
12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 298 CAPE TOWN 8000
www.capetown.gov.za

Making progress possible. Together.

Annexure 1: Template Vehicle Log Sheet

Monthly Vehicle Record Sheet

Tender number:
 Area Number:
 Project number:
 Project location:
 Asset/River name:
 Driver:
 Vehicle type:
 Vehicle registration:
 Dumping site:

Page ___ of ___

Start date:

End date:

Company LOGO

VEHICLE LOG SHEET

No.	Date	Odometer reading Start	Time											Odometer reading End	Driver Signature
			Arrival on site	Dump site 1	No. of tons	Back on site	Dump site 2	No. of tons	Back on site	Dump site 3	No. of tons	Back on site	Depart from site		
1	DD/MM/YYYY		00:00	00:00	1	00:00	00:00	1	00:00	00:00	1	00:00	00:00		
2															
3															
4															
5															
6															
7															
8															
9															
10															
11															
12															
13															
14															
15															

Forman/ Supervisor: _____

Signature: _____

Total tons removed from site: _____ Tons

CLO: _____

Signature: _____

Contracts Manger: _____

Signature: _____

City of Cape Town: _____

Signature: _____

Additional comments from driver:

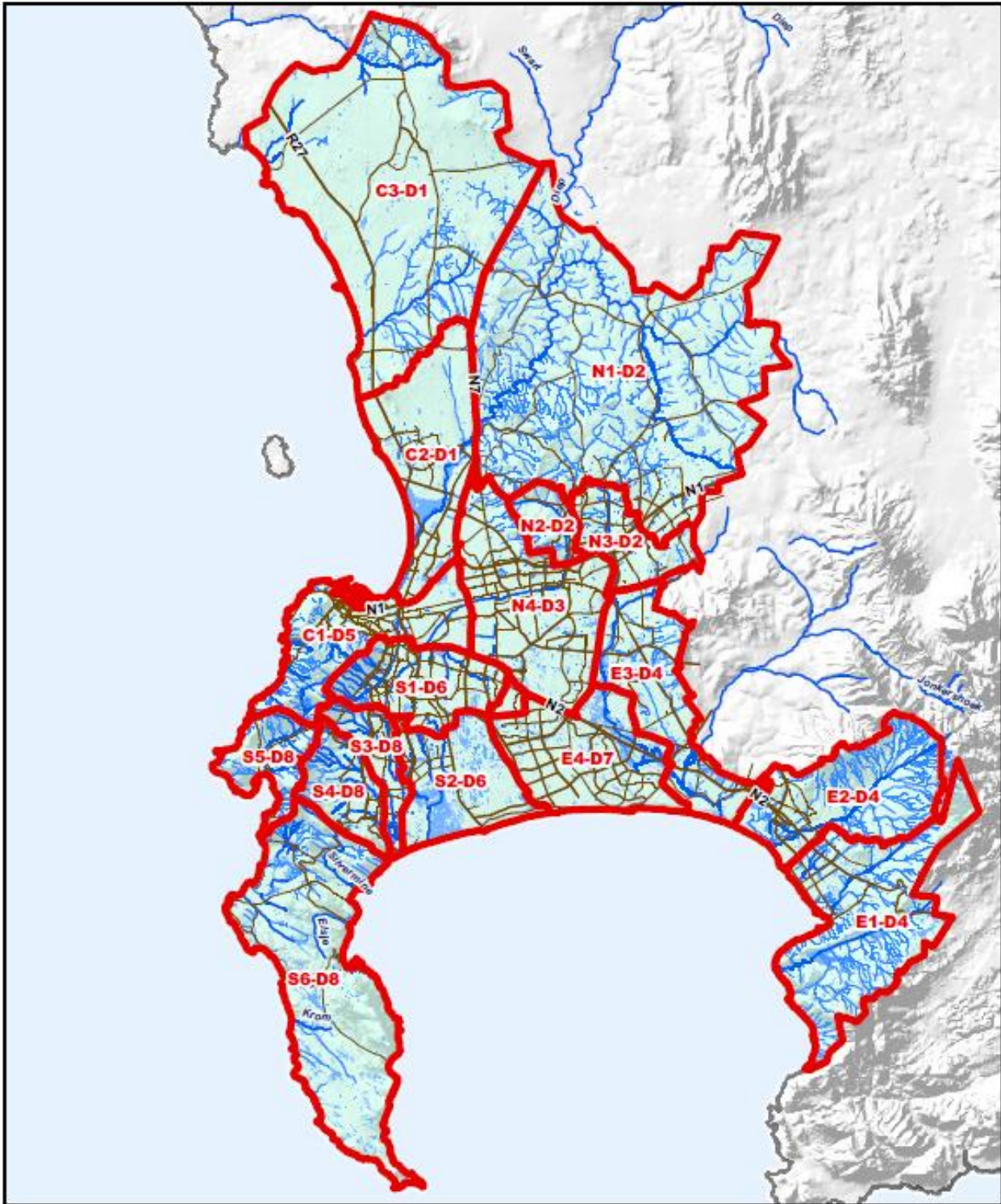
Annexure 2: List of River Maintenance Plans

MMP NAME AND <u>CATCHMENT AREA</u>	MMP NO.
<u>ATLANTIS</u>	
Silverstroom River	ATL 1
Mooimaak River	ATL 2
<u>SOUT</u>	
Sout River	SOU 1
Melkbos Pan	SOU 2
<u>DIEP</u>	
Mosselbank and Diep Rivers	DIE 1-10
Diep Estuary	DIE 11
Zoarvlei outlets (MMP & Method statement)	DIE 12 & DIE 12A
<u>SALT</u>	
Elsieskraal River	SAL 1-4
Vygekraal River	SAL 7-15
Black River System	SAL 16-20
Amandel Dam (Cat 2)	DAM 1
Fynbos Dam	DAM 2
Kommissaris Dam (Cat 2)	DAM 3
Golf Dam	DAM 4
Reservaat Dam	DAM 5
Doordekraal Dam (Cat 2)	DAM 6
<u>KUILS / EERSTE</u>	
Upper Kuils River	KUI 1
Bottelary River and Hoopenberg Stream	KUI 2,3
Middle Kuils River	KUI 4,5
Lower Kuils River	KUI 6-10
Eerste Estuary	KUI 11
Vygeboom Dam (Cat 2)	DAM 8
Sonstraal Dam (Cat 2)	DAM 9
Driftsands Dam (Cat 2)	DAM 10
<u>ZEEKOEI</u>	
Princess Vlei incl Southfield Canal	ZEE 1-2
Lotus River System	ZEE 3,4,6
Zeekoevlei	ZEE 5
Rondevlei	ZEE 7-8
Zeekoe outlet	ZEE 9
<u>SAND</u>	
Diep River	SAN 1,2,5
Mocke River and Little Princessvlei	SAN 3,4
Langevlei System	SAN 6-7
Spaanschemat, Keyzers and Westlake River	SAN 8-10, 12-13
Die Oog	SAN 11
Zandvlei Estuary	SAN 14
<u>HOUT BAY</u>	
Hout Bay River	HOU 1

TENDER NO: 225S/2025/26

Hout Bay Estuary	HOU 2
<u>SILVERMINE</u>	
Silvermine River (Lower)	SIL 1
Silvermine Estuary	SIL 2
<u>SOUTH PENINSULA</u>	
Bokramspruit River	SPR 3
Else River	SPR 4
Noordhoek System	SPR 5
<u>LOURENS</u>	
Lourens River and Geelsloot	LOU1-3
Lourens Estuary	LOU 4
<u>SIR LOWRY'S PASS</u>	
Sir Lowry's Pass River	SLP 1-2
Sir Lowry's Pass Estuary	SLP 4
Soet River	SLP 3

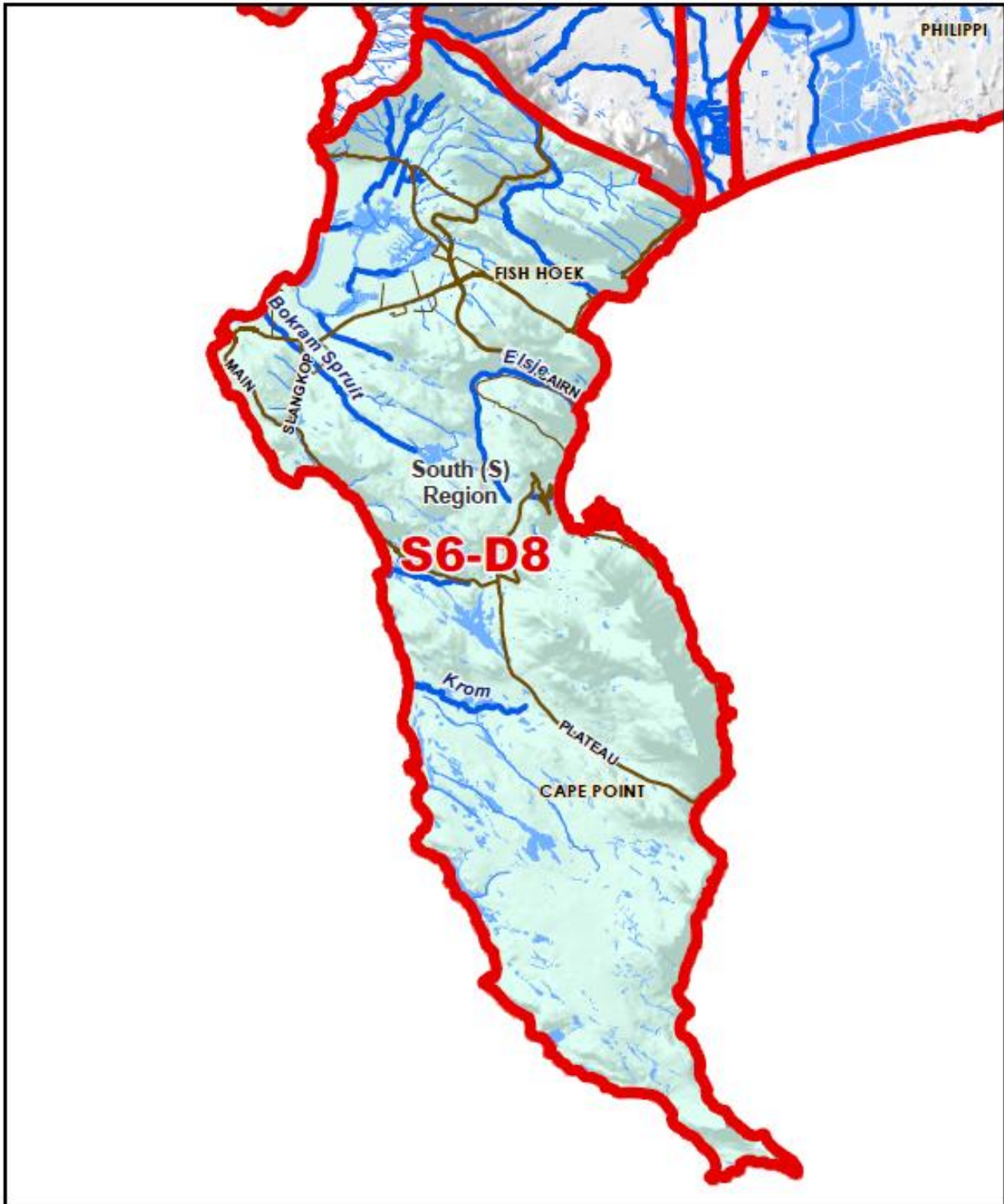
Annexure 3: Area Maps



CSRM MAINTENANCE AREA: CITY-WIDE

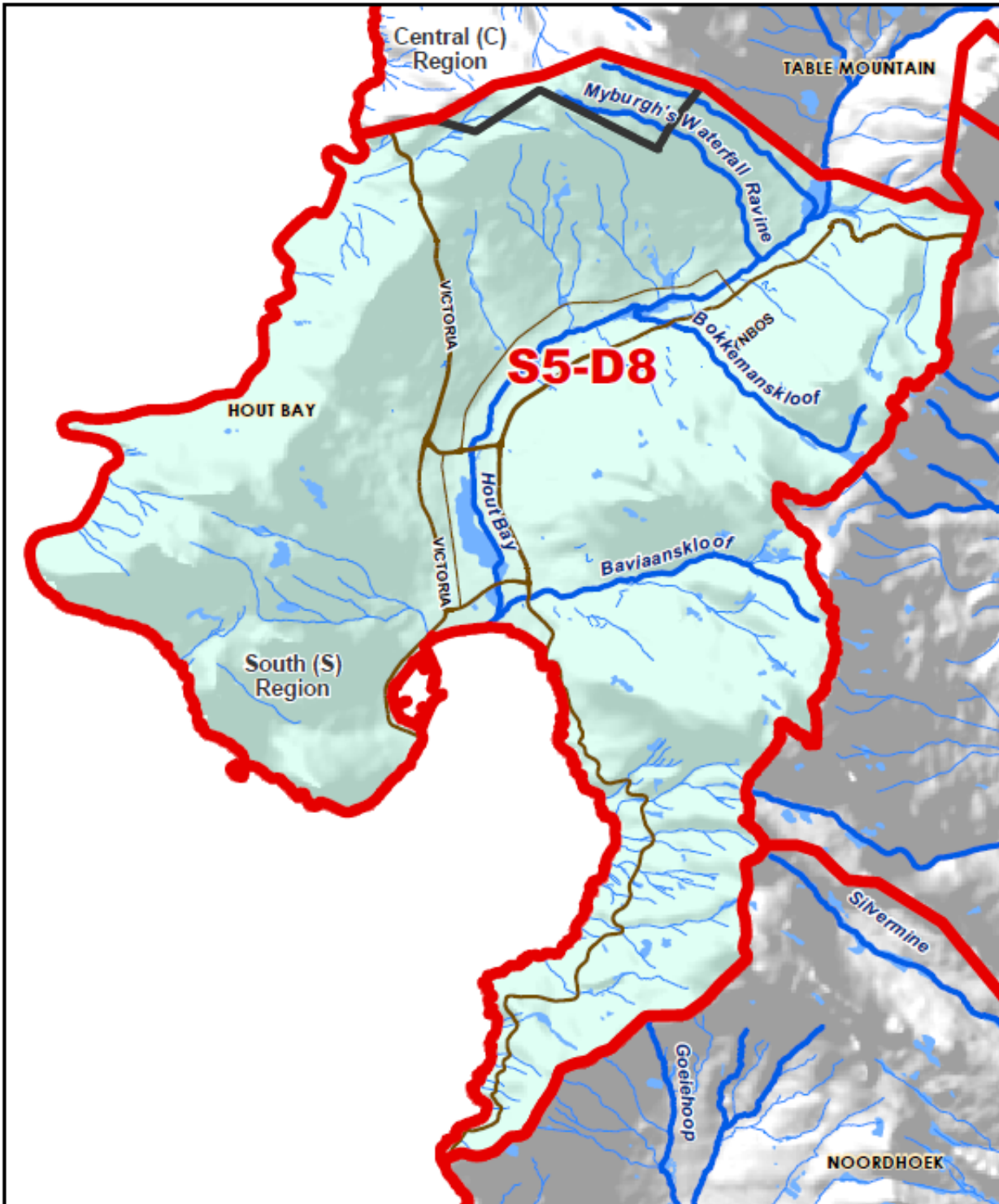
<p>CATCHMENT, STORMWATER & RIVER MANAGEMENT</p>	<p>LEGEND</p> <ul style="list-style-type: none"> ■ Maintenance Areas — Main Rivers — Open Watercourse ■ Waterbodies — Roads 	<p>1:440 000</p>	<p>A4</p>
		<p>Date: 12/04/2024</p> <p>Every effort has been made to ensure the accuracy of information in this map at the time of publication. The City of Cape Town accepts no responsibility for, and will not be liable for any errors or omissions contained herein.</p>	





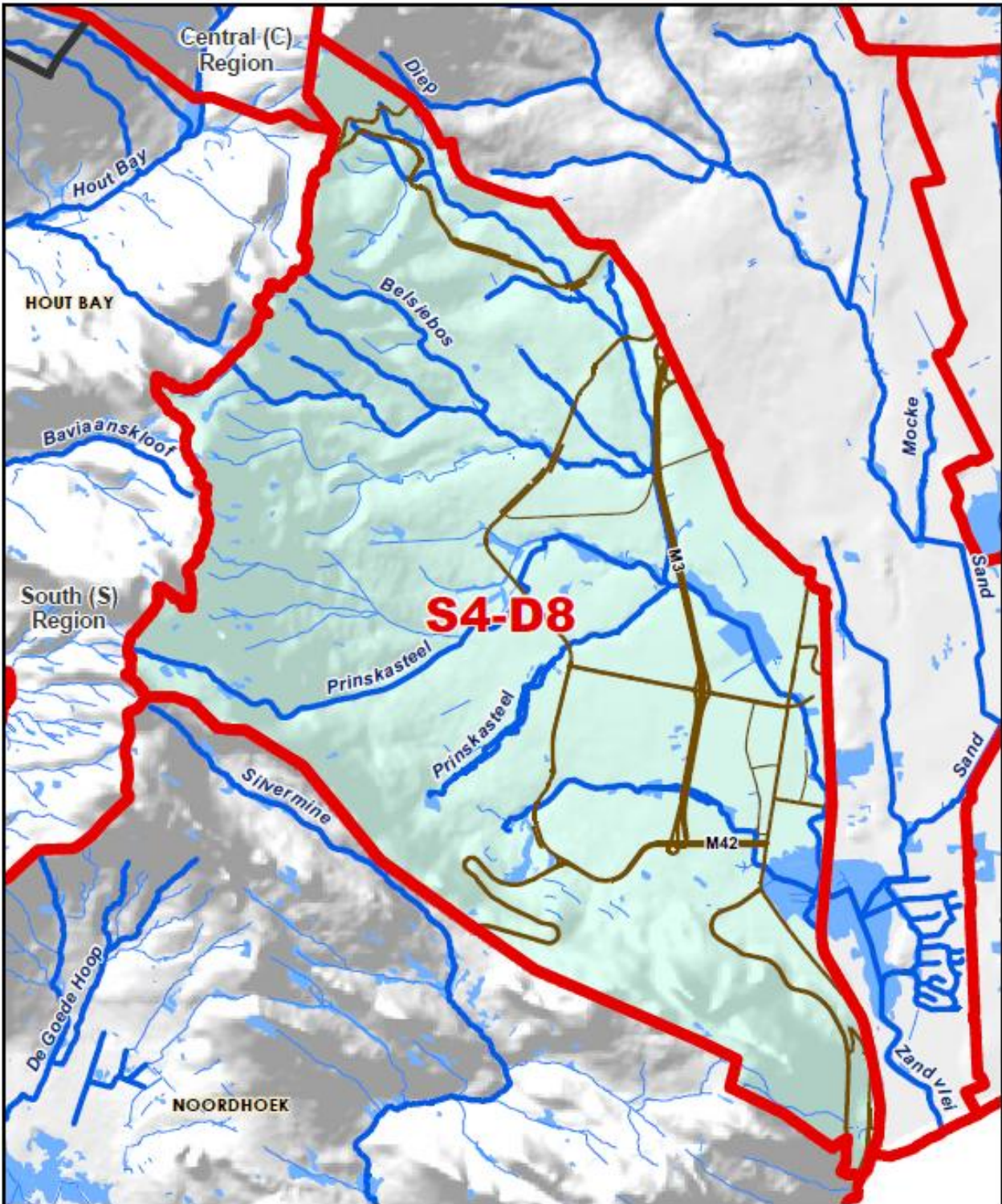
CSRM MAINTENANCE AREA: S6-D8

<p>CATCHMENT, STORMWATER & RIVER MANAGEMENT</p>	<p style="text-align: center;">LEGEND</p> <ul style="list-style-type: none"> Maintenance Areas CSRM Region Main Rivers Open Watercourse Waterbodies Roads 	<p style="text-align: center;"> 1:149 500 A4 </p>
<p>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</p>	<p style="text-align: center;">Date: 12/04/2024</p> <p style="font-size: small;">Every effort has been made to ensure the accuracy of information in this map at the time of publication. The City of Cape Town accepts no responsibility for, and will not be liable for any errors or omissions contained herein.</p>	



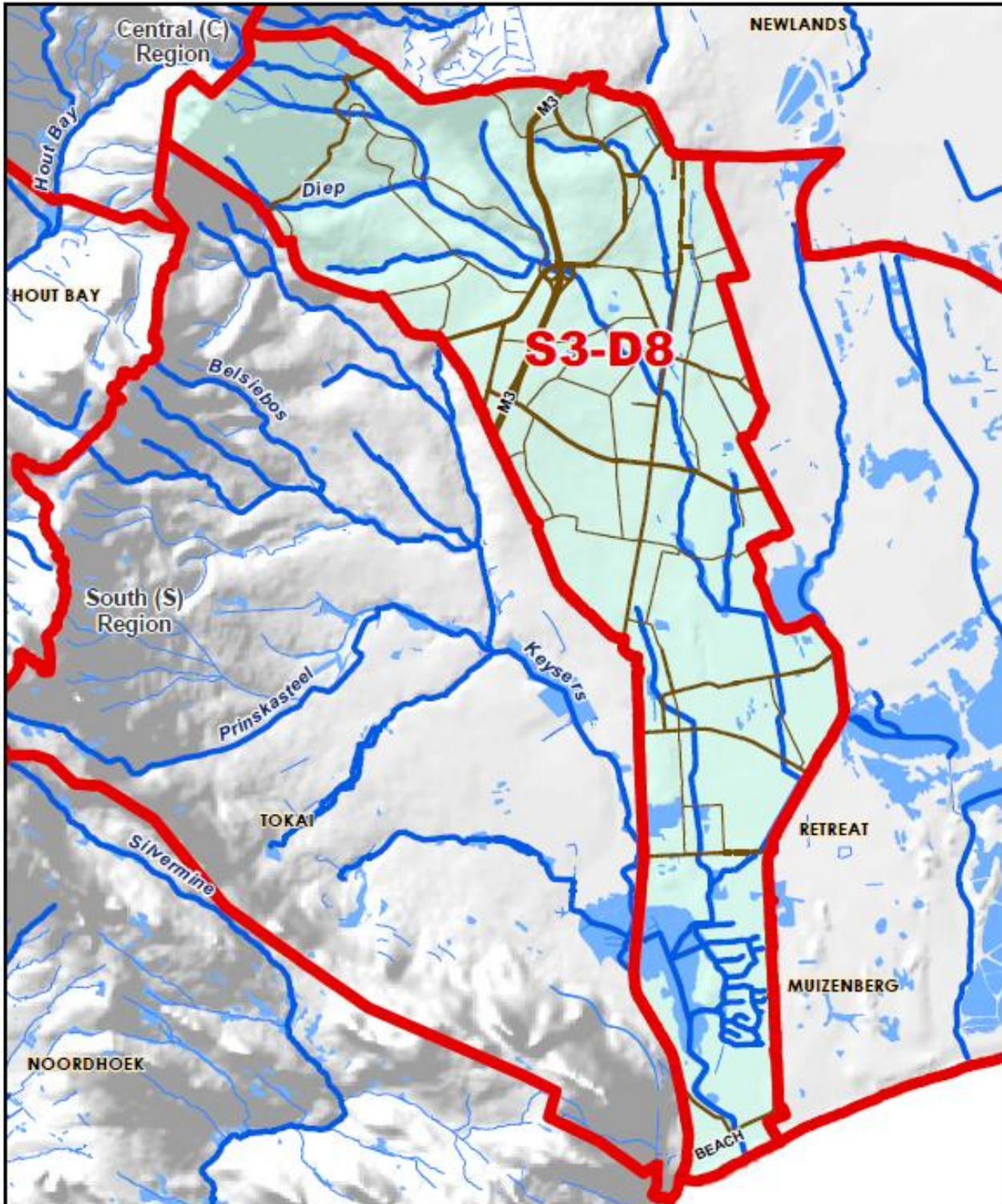
CSR MAINTENANCE AREA: S5-D8

<p>CATCHMENT, STORMWATER & RIVER MANAGEMENT</p>  <p>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</p>	<p>LEGEND</p> <ul style="list-style-type: none"> ■ Maintenance Areas CSR Region — Main Rivers — Open Watercourse ■ Waterbodies — Roads 	<p>1:50 500</p>	<p>A4</p>
		<p>Date: 12/04/2024</p> <p>Every effort has been made to ensure the accuracy of information in this map at the time of publication. The City of Cape Town accepts no responsibility for, and will not be liable for any errors or omissions contained herein.</p>	



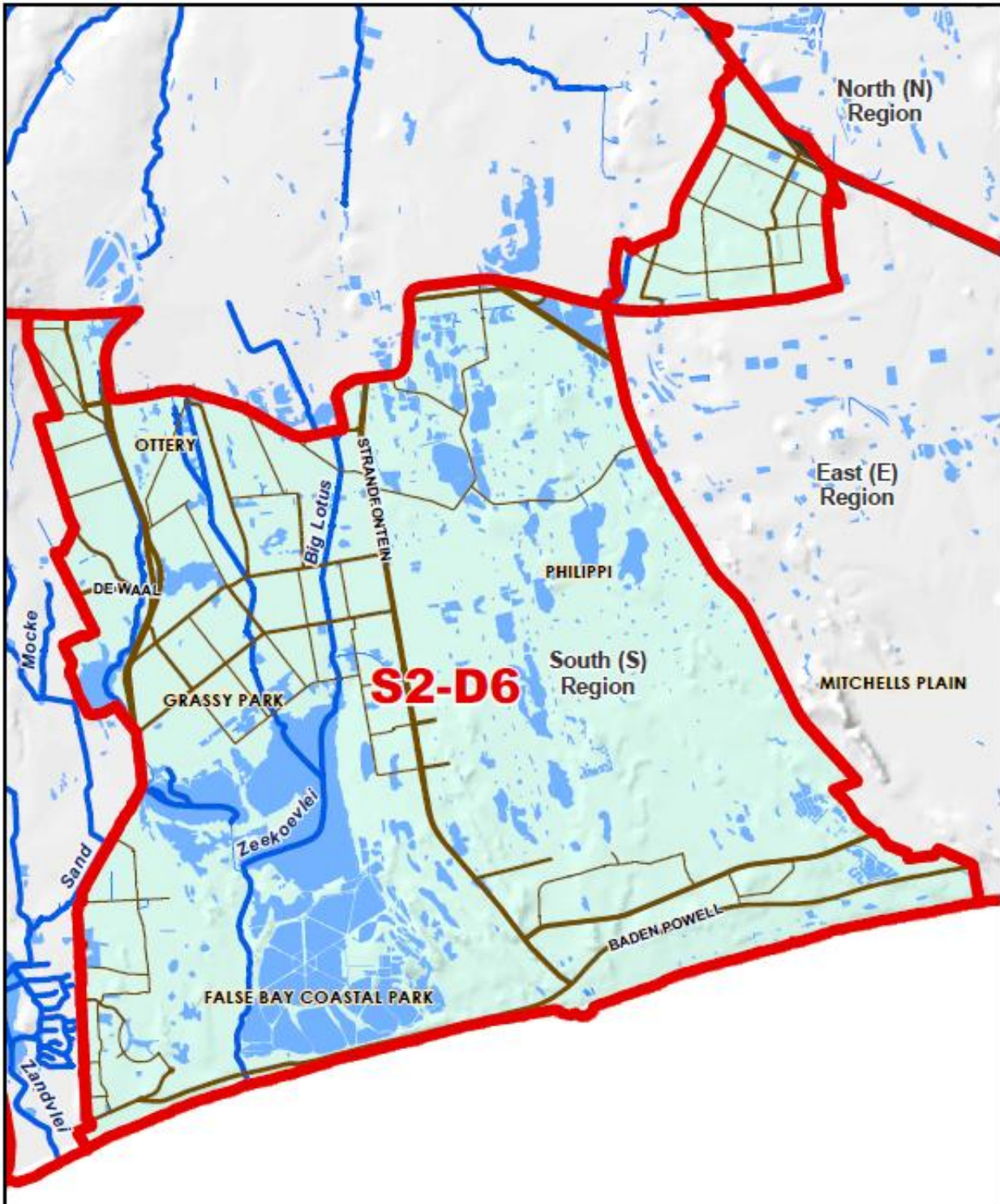
CSRM MAINTENANCE AREA: S4-D8

<p>CATCHMENT, STORMWATER & RIVER MANAGEMENT</p>  <p>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</p>	<p>LEGEND</p> <ul style="list-style-type: none"> ■ Maintenance Areas CSRM Region — Main Rivers — Open Watercourse Waterbodies — Roads 	<p>N 1:56 500</p>	<p>A4</p>
		<p>Date: 12/04/2024</p> <p>Every effort has been made to ensure the accuracy of information in this map at the time of publication. The City of Cape Town accepts no responsibility for, and will not be liable for any errors or omissions contained herein.</p>	



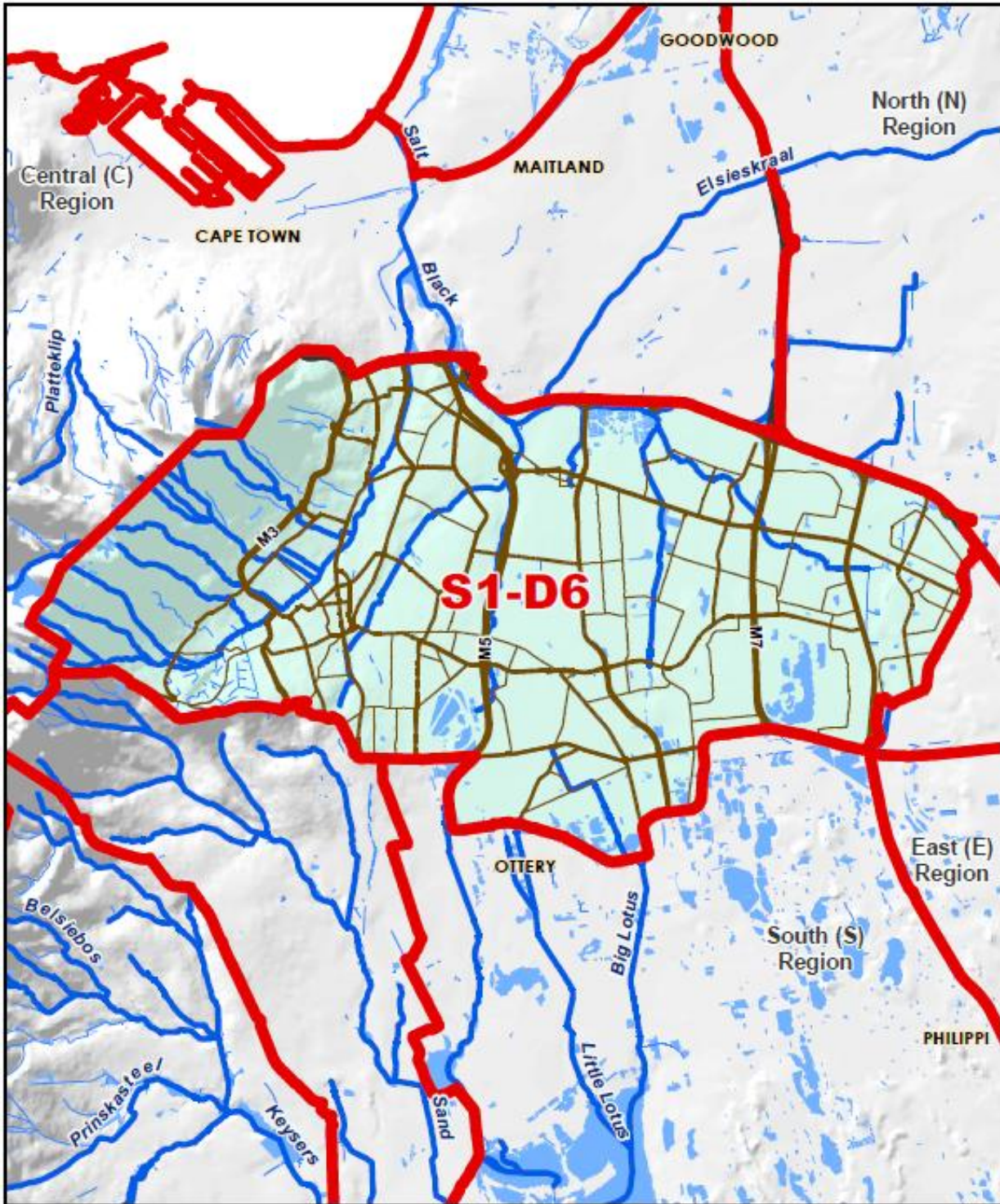
CSRM MAINTENANCE AREA: S3-D8

<p>CATCHMENT, STORMWATER & RIVER MANAGEMENT</p>  <p>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</p>	<p>LEGEND</p> <ul style="list-style-type: none"> Maintenance Areas CSRM Region Main Rivers Open Watercourse Waterbodies Roads 	<p>N 1:61 000 A4</p>
		<p>Date: 12/04/2024</p> <p>Every effort has been made to ensure the accuracy of information in this map at the time of publication. The City of Cape Town accepts no responsibility for, and will not be liable for any errors or omissions contained herein.</p>



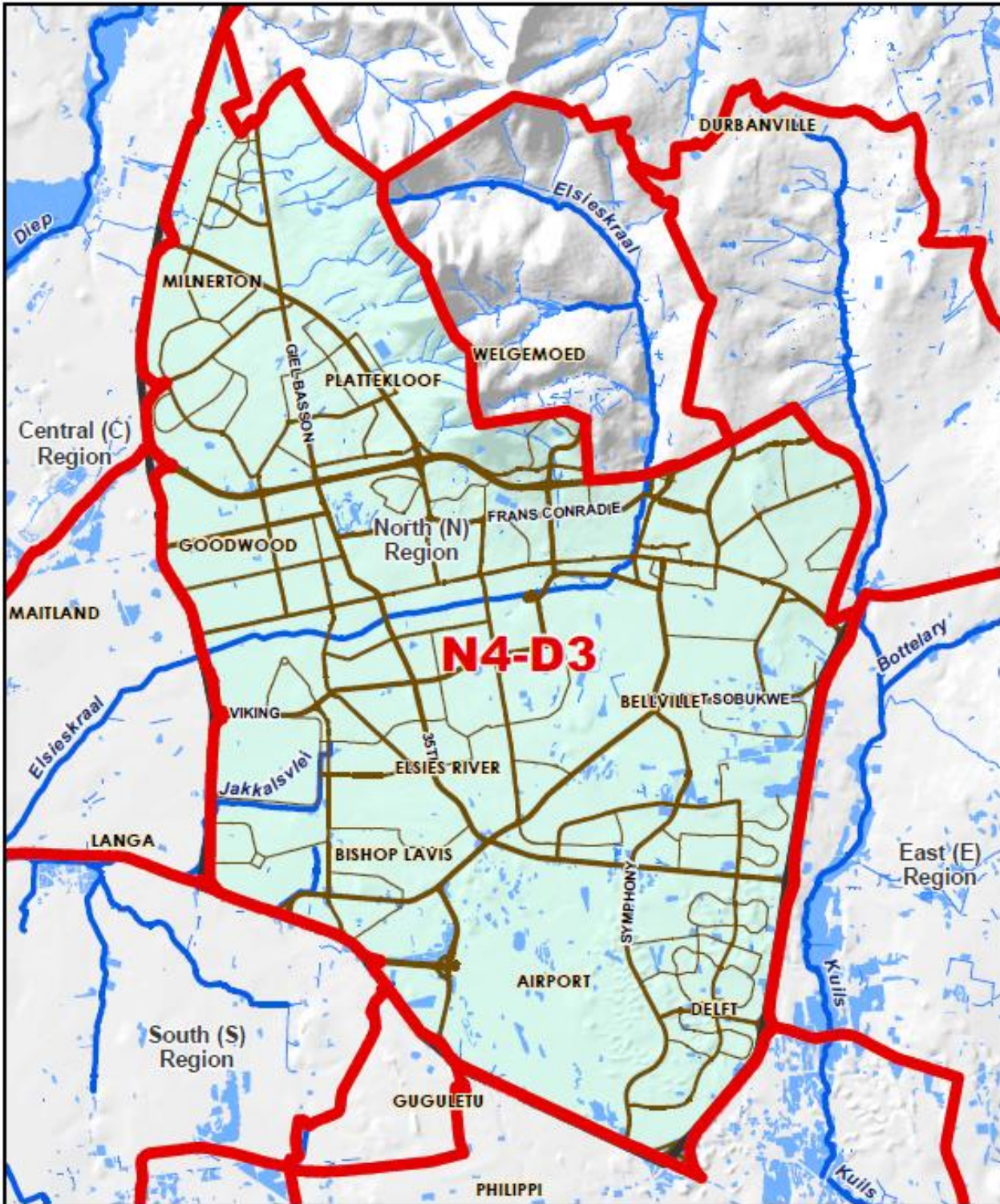
CSRM MAINTENANCE AREA: S2-D6

<p>CATCHMENT, STORMWATER & RIVER MANAGEMENT</p>  <p>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</p>	<p>LEGEND</p> <ul style="list-style-type: none">  Maintenance Areas  CSRM Region  Main Rivers  Open Watercourse  Waterbodies  Roads 	 1:72 000	A4
		Date: 12/04/2024	



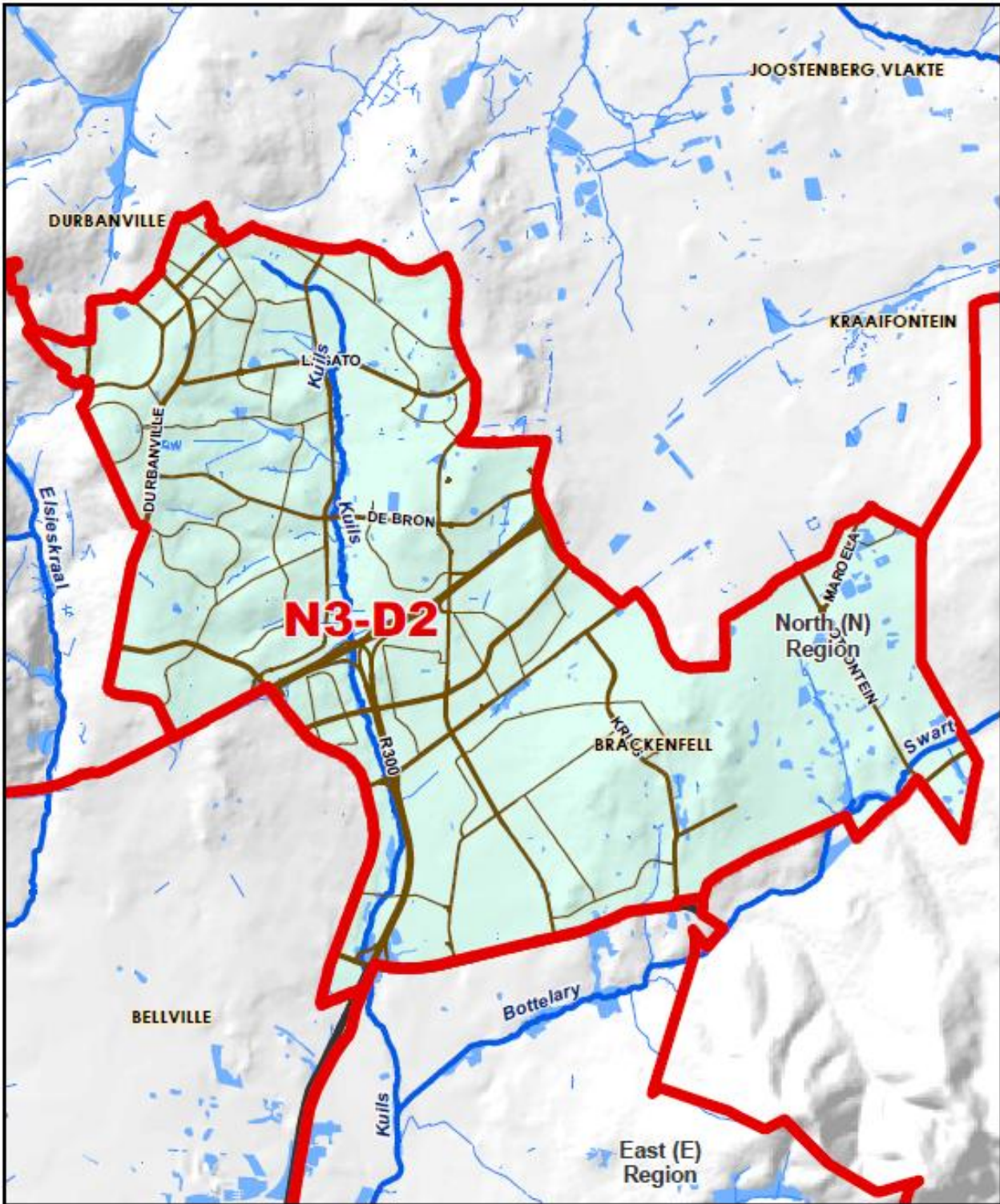
CSR Maintenance Area: S1-D6

<p>CATCHMENT, STORMWATER & RIVER MANAGEMENT</p>  <p>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</p>	<p>LEGEND</p> <ul style="list-style-type: none"> ■ Maintenance Areas CSR Region — Main Rivers — Open Watercourse Waterbodies — Roads 	<p>1:85 500</p>	<p>A4</p>
		<p>Date: 12/04/2024</p> <p>Every effort has been made to ensure the accuracy of information in this map at the time of publication. The City of Cape Town accepts no responsibility for, and will not be liable for any errors or omissions contained herein.</p>	



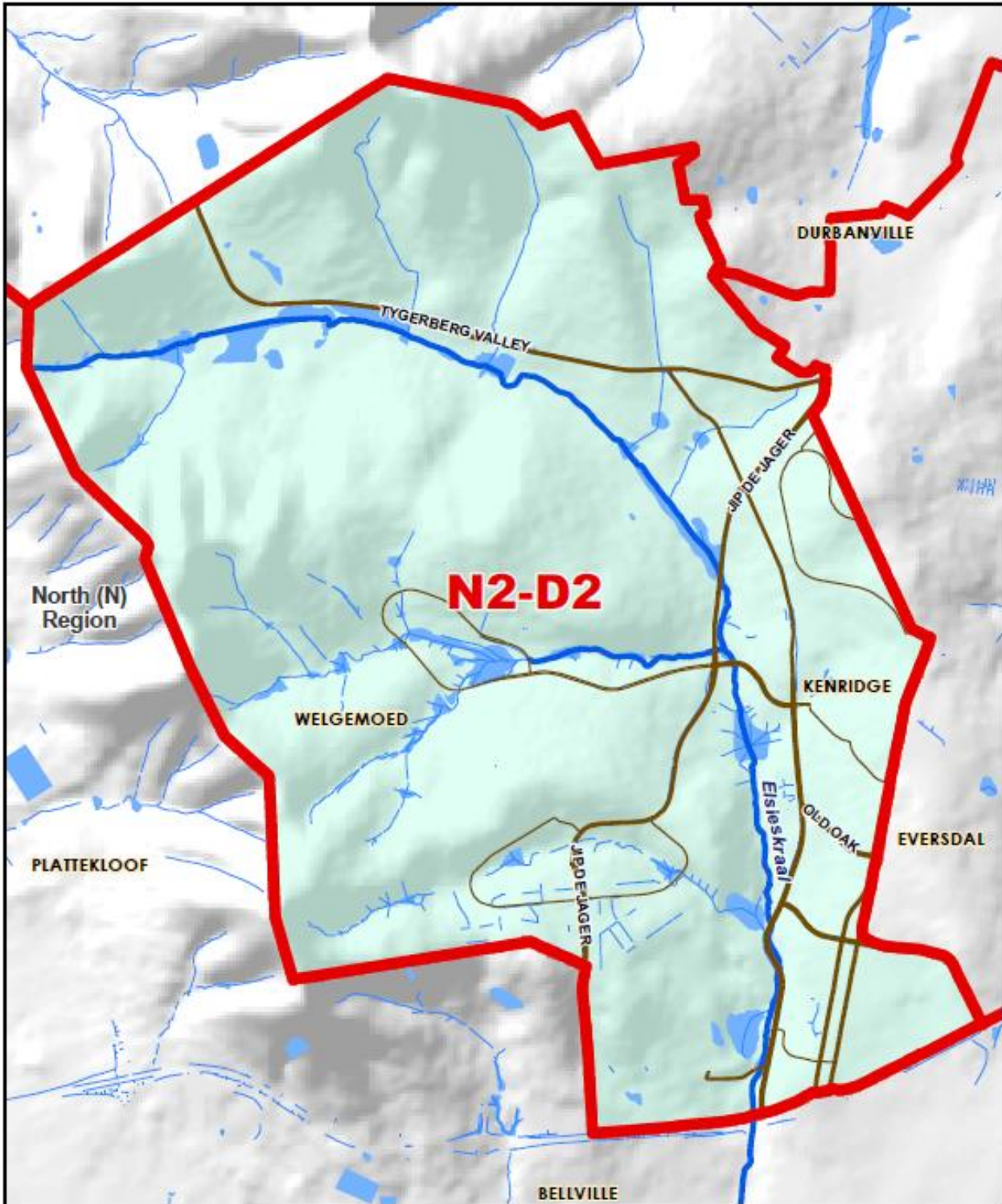
CSR MAINTENANCE AREA: N4-D3

<p>CATCHMENT, STORMWATER & RIVER MANAGEMENT</p>  <p>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</p>	<p>LEGEND</p> <ul style="list-style-type: none"> — Maintenance Areas CSRM Region — Main Rivers — Open Watercourse — Waterbodies — Roads 		<p>1:96 000</p> <p>Date: 12/04/2024</p>	<p>A4</p>
	<p>Every effort has been made to ensure the accuracy of information in this map at the time of publication. The City of Cape Town accepts no responsibility for, and will not be liable for any errors or omissions contained herein.</p>			



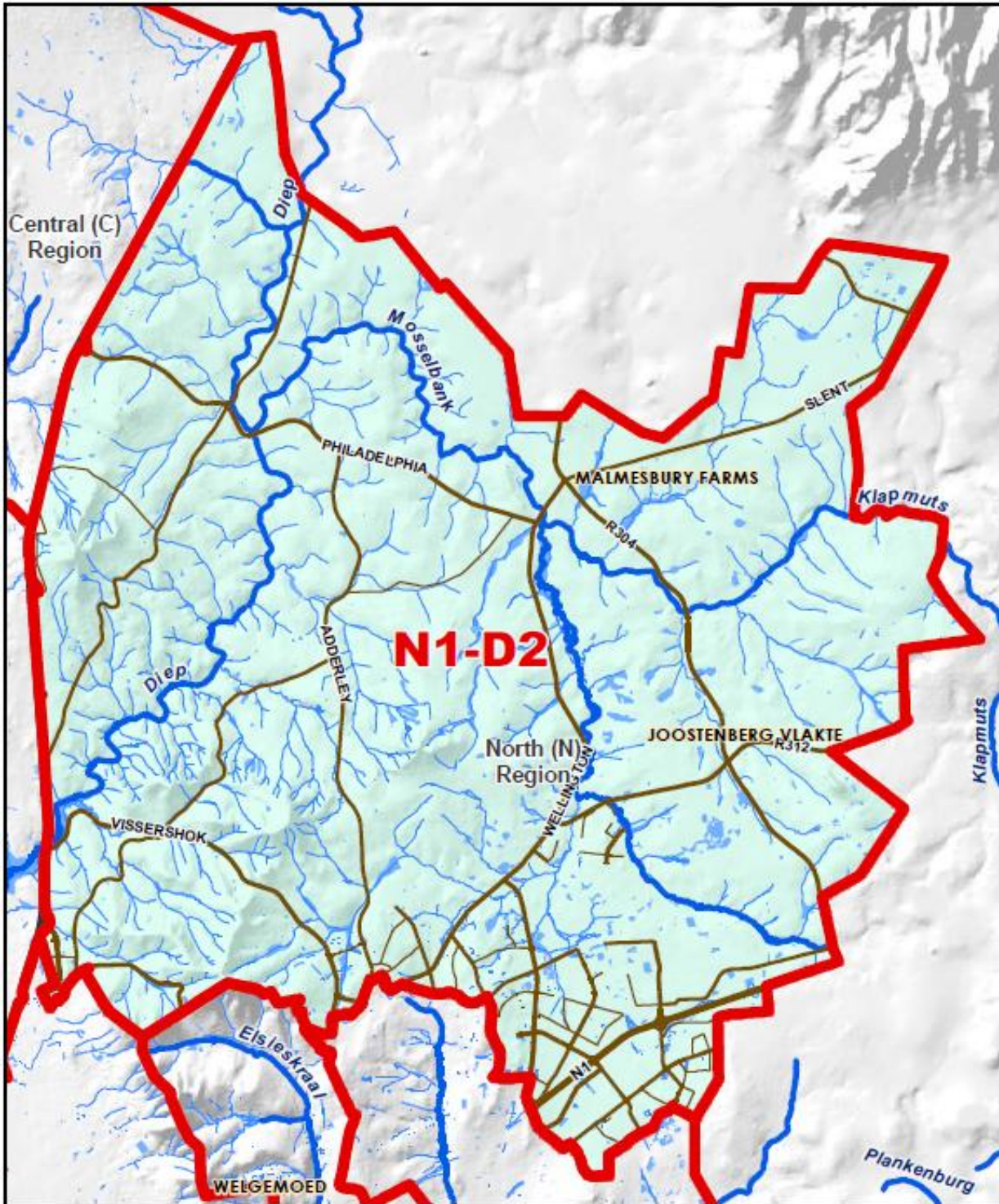
CSR Maintenance Area: N3-D2

<p>CATCHMENT, STORMWATER & RIVER MANAGEMENT</p>  <p>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</p>	<p>LEGEND</p> <ul style="list-style-type: none"> ■ Maintenance Areas CSRM Region — Main Rivers — Open Watercourse Waterbodies — Roads 	<p>1:64 500</p>	<p>A4</p>
		<p>Date: 12/04/2024</p> <p>Every effort has been made to ensure the accuracy of information in this map at the time of publication. The City of Cape Town accepts no responsibility for, and will not be liable for any errors or omissions contained herein.</p>	



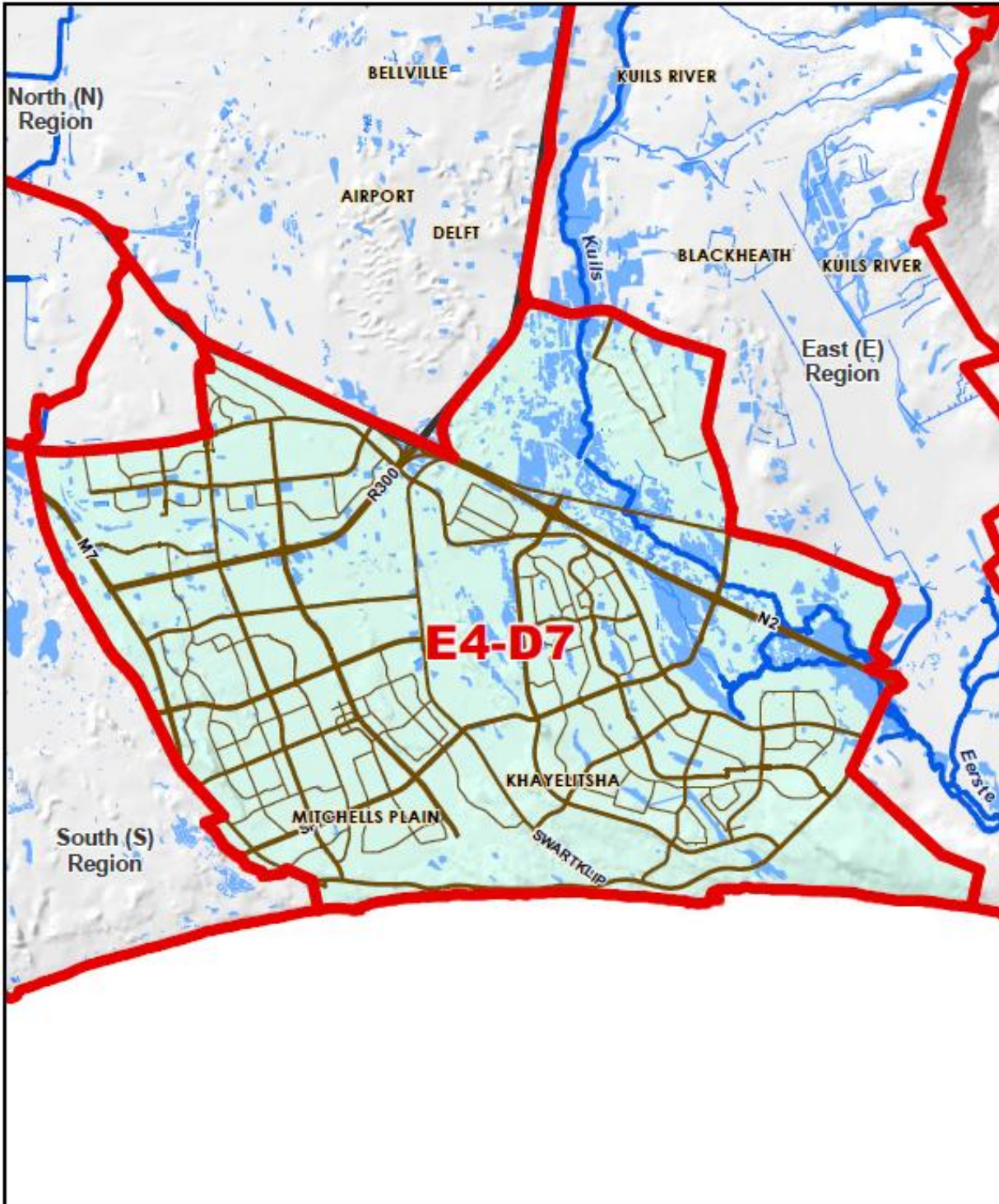
CSR MAINTENANCE AREA: N2-D2

<p>CATCHMENT, STORMWATER & RIVER MANAGEMENT</p>  <p>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</p>	<p>LEGEND</p> <ul style="list-style-type: none"> ■ Maintenance Areas CSRM Region — Main Rivers — Open Watercourse Waterbodies — Roads 	<p>1:35 000</p>	<p>A4</p>
		<p>Date: 12/04/2024</p> <p>Every effort has been made to ensure the accuracy of information in this map at the time of publication. The City of Cape Town accepts no responsibility for, and will not be liable for any errors or omissions contained herein.</p>	



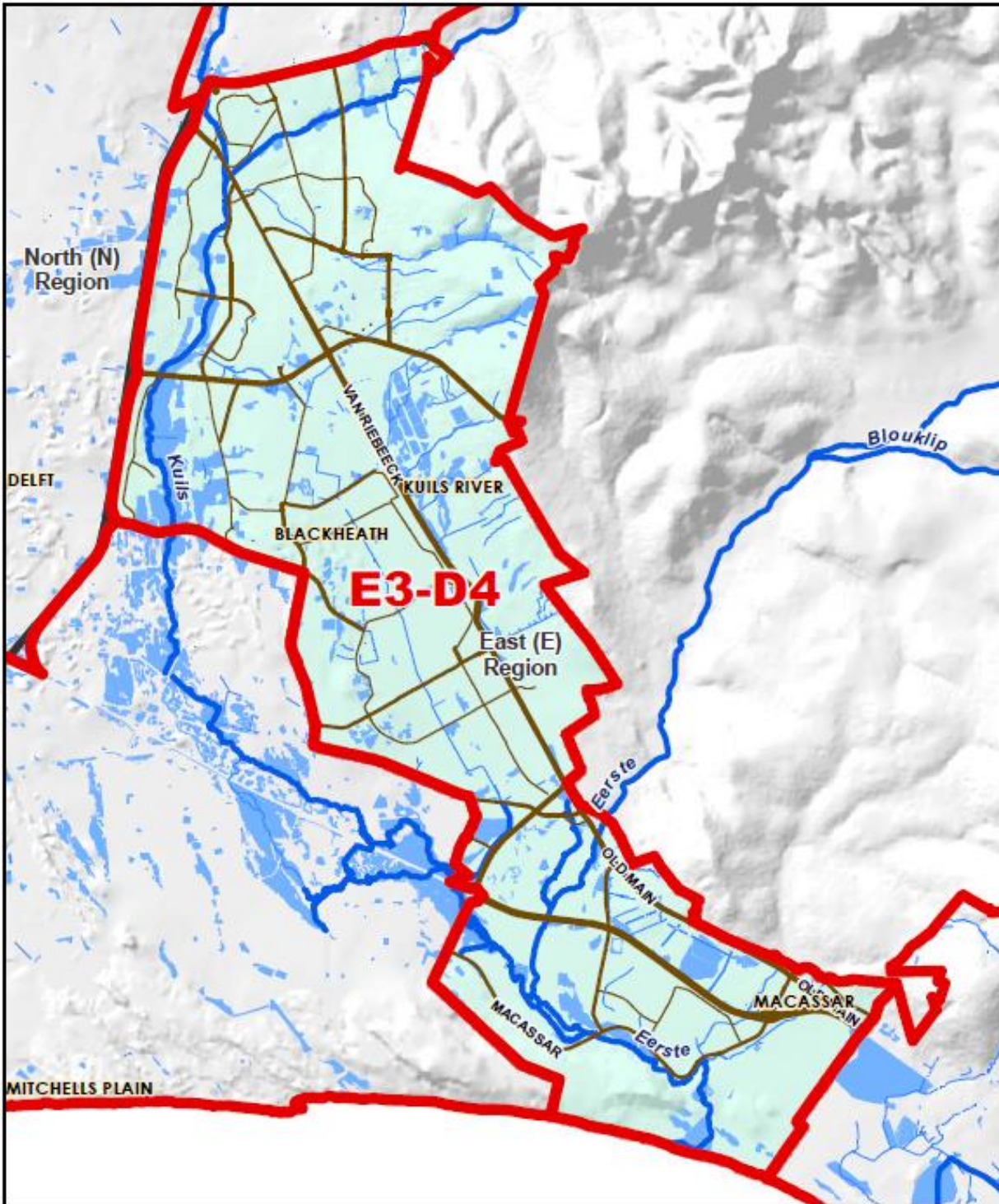
CSR M MAINTENANCE AREA: N1-D2

<p>CATCHMENT, STORMWATER & RIVER MANAGEMENT</p>  <p>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</p>	<p>LEGEND</p> <ul style="list-style-type: none"> Maintenance Areas CSR M Region Main Rivers Open Watercourse Waterbodies Roads 	<p>1:148 000</p>	<p>A4</p>
		<p>Date: 12/04/2024</p> <p>Every effort has been made to ensure the accuracy of information in this map at the time of publication. The City of Cape Town accepts no responsibility for, and will not be liable for any errors or omissions contained herein.</p>	



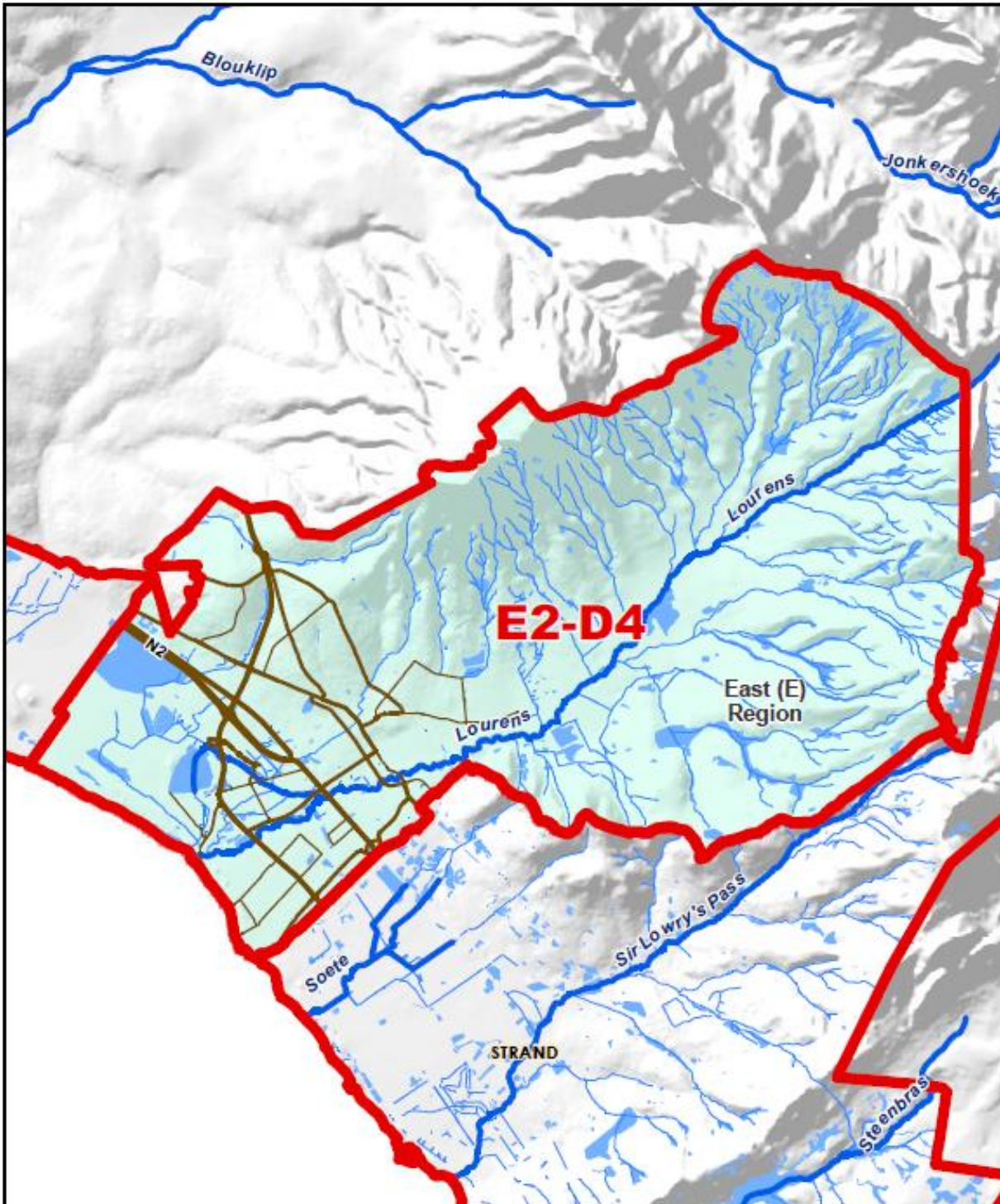
CSR Maintenance Area: E4-D7

<p>CATCHMENT, STORMWATER & RIVER MANAGEMENT</p>  <p>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</p>	<p>LEGEND</p> <ul style="list-style-type: none">  Maintenance Areas  CSR Region  Main Rivers  Open Watercourse  Waterbodies  Roads 	<p> 1:93 000</p>	<p>A4</p>
		<p>Date: 12/04/2024</p> <p>Every effort has been made to ensure the accuracy of information in this map at the time of publication. The City of Cape Town accepts no responsibility for, and will not be liable for any errors or omissions contained herein.</p>	



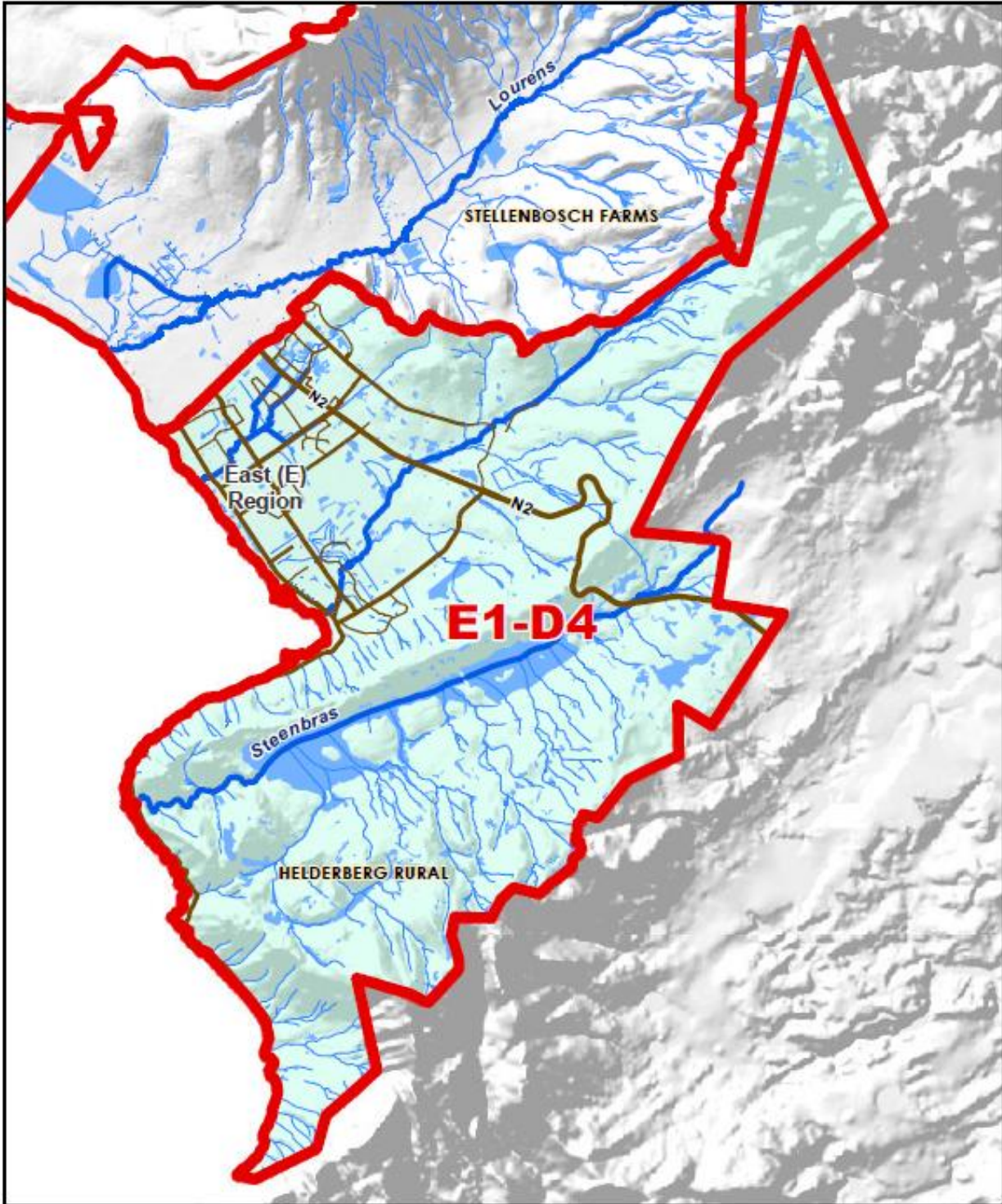
CSR Maintenance Area: E3-D4

<p>CATCHMENT, STORMWATER & RIVER MANAGEMENT</p>  <p>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</p>	<p>LEGEND</p> <ul style="list-style-type: none"> Maintenance Areas CSR Region Main Rivers Open Watercourse Waterbodies Roads 	<p>1:94 500</p> <p>A4</p>
		<p>Date: 12/04/2024</p> <p>Every effort has been made to ensure the accuracy of information in this map at the time of publication. The City of Cape Town accepts no responsibility for, and will not be liable for any errors or omissions contained herein.</p>



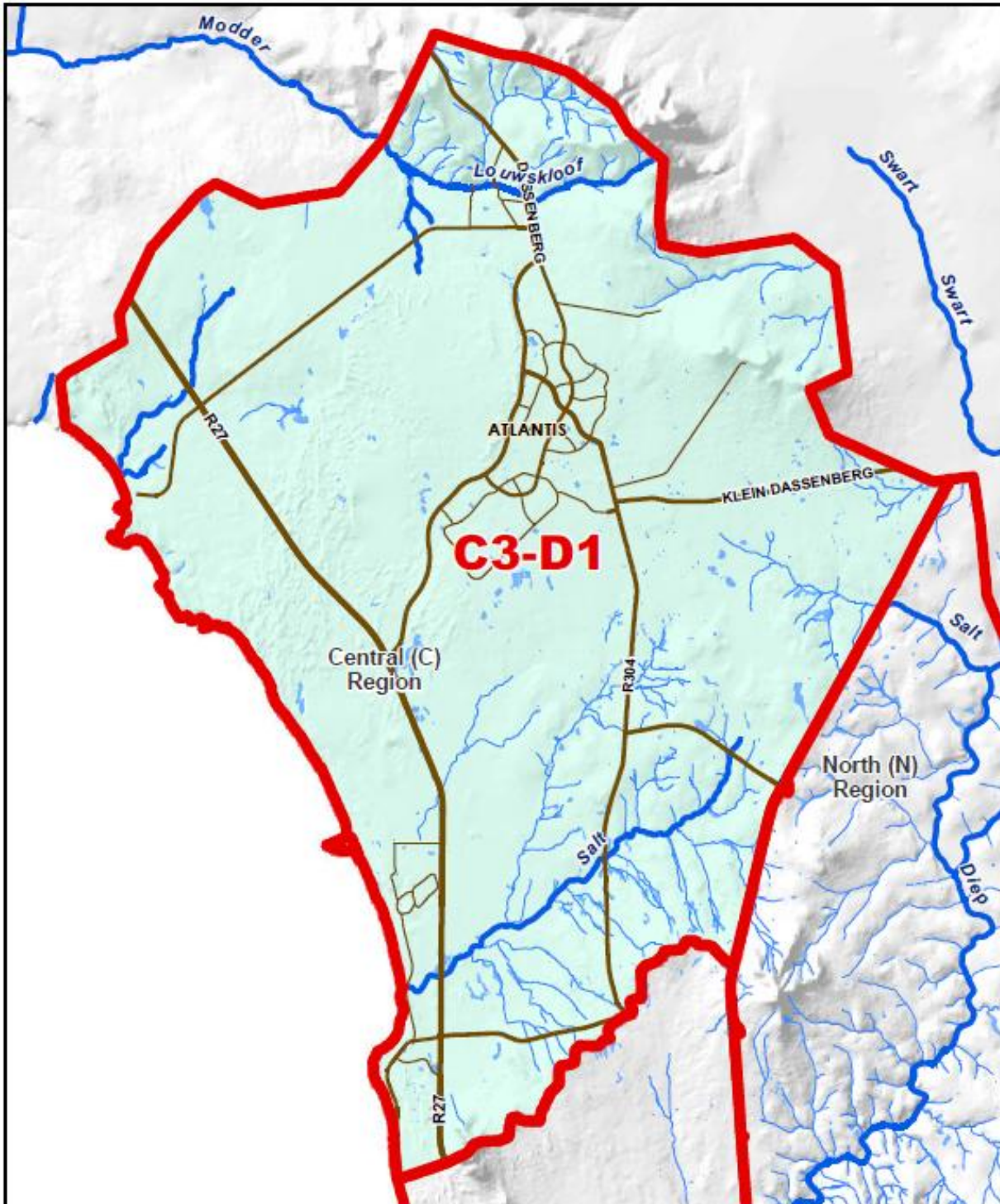
CSR M MAINTENANCE AREA: E2-D4

<p>CATCHMENT, STORMWATER & RIVER MANAGEMENT</p>  <p>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</p>	<p>LEGEND</p> <ul style="list-style-type: none"> Maintenance Areas CSR M Region Main Rivers Open Watercourse Waterbodies Roads 	<p>1:98 000</p>	<p>A4</p>
		<p>Date: 12/04/2024</p> <p>Every effort has been made to ensure the accuracy of information in this map at the time of publication. The City of Cape Town accepts no responsibility for, and will not be liable for any errors or omissions contained herein.</p>	



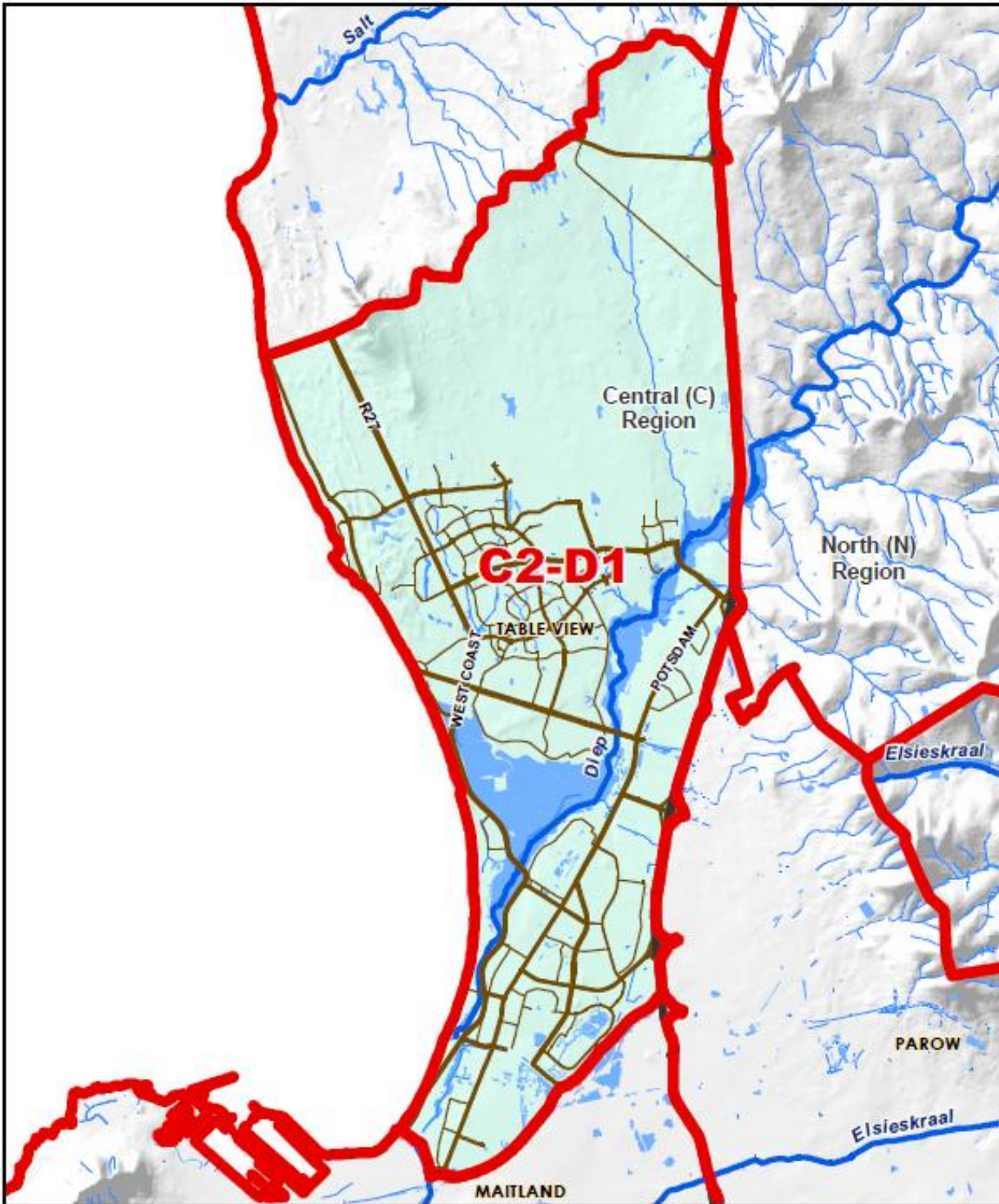
CSR Maintenance Area: E1-D4

<p>CATCHMENT, STORMWATER & RIVER MANAGEMENT</p>	<p>LEGEND</p> <ul style="list-style-type: none"> Maintenance Areas CSR Region Main Rivers Open Watercourse Waterbodies Roads 	<p>N 1:119 000</p>	<p>A4</p>
 <p>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</p>	<p>Date: 12/04/2024</p> <p>Every effort has been made to ensure the accuracy of information in this map at the time of publication. The City of Cape Town accepts no responsibility for, and will not be liable for any errors or omissions contained herein.</p>		



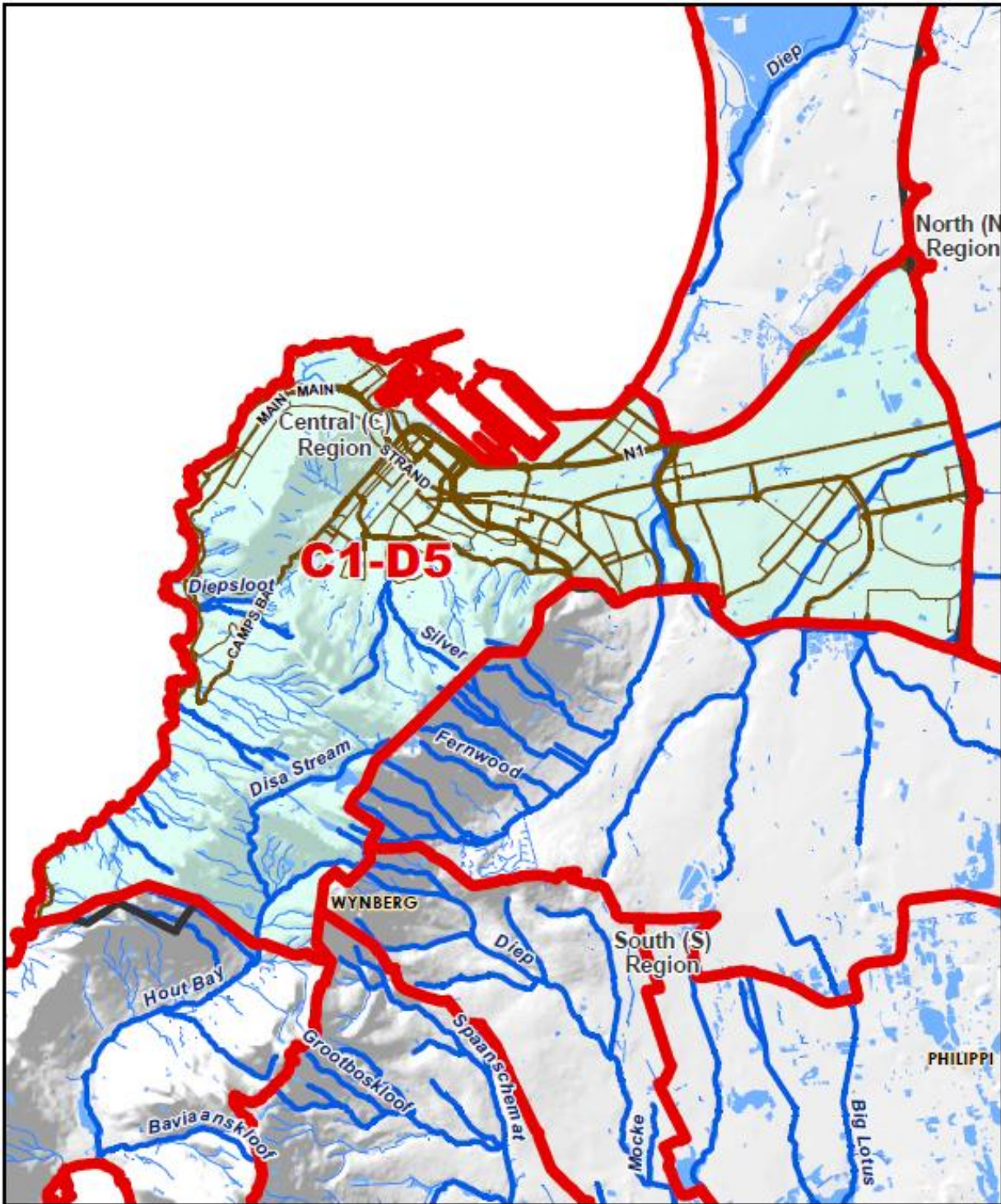
CSR MAINTENANCE AREA: C3-D1

<p>CATCHMENT, STORMWATER & RIVER MANAGEMENT</p>  <p>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</p>	<p>LEGEND</p> <ul style="list-style-type: none"> Maintenance Areas CSR Region Main Rivers Open Watercourse Waterbodies Roads 	<p>1:148 000</p>	<p>A4</p>
		<p>Date: 12/04/2024</p> <p>Every effort has been made to ensure the accuracy of information in this map at the time of publication. The City of Cape Town accepts no responsibility for, and will not be liable for any errors or omissions contained herein.</p>	



CSR MAINTENANCE AREA: C2-D1

<p>CATCHMENT, STORMWATER & RIVER MANAGEMENT</p>  <p>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</p>	<p>LEGEND</p> <ul style="list-style-type: none"> ■ Maintenance Areas CSR Region — Main Rivers — Open Watercourse Waterbodies — Roads 	<p>1:109 500</p>	<p>A4</p>
		<p>Date: 12/04/2024</p> <p>Every effort has been made to ensure the accuracy of information in this map at the time of publication. The City of Cape Town accepts no responsibility for, and will not be liable for any errors or omissions contained herein.</p>	



CSRM MAINTENANCE AREA: C1-D5

<p>CATCHMENT, STORMWATER & RIVER MANAGEMENT</p>  <p>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</p>	<p>LEGEND</p> <ul style="list-style-type: none">  Maintenance Areas  CSRM Region  Main Rivers  Open Watercourse  Waterbodies  Roads 	<p>1:104 000</p>	<p>A4</p>
		<p>Date: 12/04/2024</p> <p>Every effort has been made to ensure the accuracy of information in this map at the time of publication. The City of Cape Town accepts no responsibility for, and will not be liable for any errors or omissions contained herein.</p>	