

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9	Page 1 of 80

TENDER NO: 3S/2023/24

TENDER DESCRIPTION: FRAMEWORK TENDER FOR THE AD-HOC DETECTION AND LOCATION OF UNDERGROUND SERVICES IN THE CITY OF CAPE TOWN

CONTRACT PERIOD: From the date of commencement not exceeding 36 months

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 11 August 2023

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER:** 153

TENDER FEE:

R 200.0 Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

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

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

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

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VOLUME 1: THE TENDER

(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	07 July 2023
SITE VISIT/CLARIFICATION MEETING	:	10h00 on 21 July 2023 (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Online Skype meeting https://meet.capetown.gov.za/lizemari.campher/lhcl0w9y
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender &Quotation Boxes Office , 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town. : The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "TENDER NO. 3S/2023/24: FRAMEWORK TENDER FOR THE AD-HOC DETECTION AND LOCATION OF UNDERGROUND SERVICES IN THE CITY OF CAPE TOWN" , the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

CCT TENDER REPRESENTATIVE

Name: Lizemari Campher
Email: Lizemari.Campher@capetown.gov.za

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

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

- 1.1. that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("**POPIA**"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;
- 1.2. to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;

- 1.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;
- 1.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-contractors' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;
- 1.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 1.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and
- 1.7 that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

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

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

The CCT intends to appoint three tenderers (the highest ranked tenderer ("the winner") and in addition two alternative bidders) for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

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

The contract period shall be for a period of **36 months** from the commencement date of the contract.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.2.1 Tenderers shall submit in the first stage only technical proposals. The CCT shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

2.1.5.2.2 The CCT shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender conditions, and award the contract in terms of these Conditions of Tender.

2.1.5.3 Nomination of Standby Supplier

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

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

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

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

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

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

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

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

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

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

Via fax at: 086 202 9982

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

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. An 'acceptable tender must "COMPLY IN ALL' aspects with the tender conditions, specifications, pricing instructions and contract conditions.

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

Not applicable.

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 possible points
1. Zero (0) completed projects:	0 points
2. One (1) completed project:	15 points
3. Two (2) completed projects:	25 points
4. Three (3) or more completed projects:	50 points
Total	50

The minimum qualifying score for functionality is 25 out of a maximum of 50.

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

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

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

1) Track record of tendering entity (maximum = 50 points)

The tenderer must be able to provide documentary evidence, in the form of a reference letter from an employer, that they have successfully completed at least two (2) projects where they were responsible for and performed services detection (either as the main contractor or as a subcontractor). For the purposes of this tender, a service detection project shall include at least the use of non-destructive service detection equipment such as Ground Penetrating Radar **and** cable detection equipment.

The information for track record of the tendering entity must be supplied in Returnable **Schedule 13** at time of closing of Tender.

The reference letter from the employer must be attached to **Schedule 13** and must contain:

- Project description;
- Confirmation that the tenderer was responsible for and performed the services detection (either as the main contractor or as a subcontractor);
- Contract/project commencement and completion dates;
- Contract/project value (services detection component)
- Certificate of completion from the employer.

2.2.1.1.5 Local production and content

Not Applicable

2.2.1.1.6 Pre-qualification criteria for preferential procurement

Not Applicable

2.2.1.1.7 Provision of samples

Not applicable to this tender.

2.2.1.1.8 Key Personnel

Tenders must have in their employ, or provide a letter of intent or agreement from a surveyor registered with the South African Geomatics Council as either a Professional Engineering Surveyor or Land Surveyor or an Engineering Surveyor (Technologist) as this is a legislative requirement. Information to be provided in **Schedule 13A**.

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

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

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

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

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

2.2.17 Provide other material

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

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

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is

- overdue for more than 30 days;
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1. Broad-Based Black Economic Empowerment ~~Status Level Documentation~~

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

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

2.2.19.2 Evidence of tax compliance

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

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

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

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to

register for a tax compliance status with SARS.

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such

other related amounts as are agreed on by the CCT, but this shall be done without altering the tender offer in accordance with this clause.

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

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

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

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

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

2.3.10.3.4 Applicable formula:

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

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

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

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

Table 1: Awards UP TO R100 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points(80/20) Equal/ below R50mil
Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of		
1	Gender are women (ownership)* More than 50% women ownership = 5 points Less than 50% women ownership = 2.5 points 0% women ownership = 0 points	5
2	Race are black persons (ownership)* More than or equal to 50% black ownership = 5 points Less than or equal to 50% black ownership = 2.5 points 0% black ownership = 0 points	5
3	Disability are disabled persons (ownership)* WHO disability guideline 1-100% ownership = 5 points 0% ownership = 0 points	5
#	Specific goals allocated points	Preference Points(80/20) Equal/ below R50mil
Reconstruction and Development Programme (RDP) as published in Government Gazette		
4	Promotion of Micro and Small Enterprises Micro with a turnover up to R20 million and Small with a turnover up to R80 million as per National Small EnterpriseAct, 1996 (Act No.102 of 1996) SME partnership, sub-contracting, joint venture or consortiums	5
	Total points	20

*Ownership: main tendering entity

In order to claim for the abovementioned goal specific points, the Tenderer must submit the applicable documentation as evidence of the claimed points, as detailed in the table below:

Specific Goals	Evidence	Additional guidance
Gender	Company Registration Certification	Issued by the Companies and Intellectual Property Commission, indicating the % shareholding of all owners
	Identification Documentation	
	CSD report	
Disability	Proof of disability	Medical certificate/ SARS disability registration
	Company Registration Certification	Issued by the Companies and Intellectual Property Commission, indicating the % shareholding of all owners.
	Identification Documentation	
Race	Proof of B-BBEE certificate;	Indicating the % black ownership: SANAS approved certificate or Commissioned affidavit
	Company Registration Certification	Issued by the Companies and Intellectual Property Commission, indicating the % shareholding of all owners.
	Identification Documentation	
	CSD report	
MSE – Micro and Small Enterprises	Proof of B-BBEE status level of contributor;	Specifically in line with the respective Sector Codes which the company operates, SANAS Approved certificate or Commissioned affidavit
	South African owned enterprises;	Certificate of incorporation or Commissioned affidavit
	Financial Statement to determine annual turnover	

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

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

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

2.3.13 Prepare contract documents

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

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

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


2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 25 of 66

TENDER NO: 3S/2023/24

TENDER DESCRIPTION: FRAMEWORK TENDER FOR THE AD-HOC DETECTION AND LOCATION OF UNDERGROUND SERVICES IN THE CITY OF CAPE TOWN

CONTRACT PERIOD: From the date of commencement not exceeding 36 months

VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

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

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

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

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 3S/2023/24 FRAMEWORK TENDER FOR THE AD-HOC DETECTION AND LOCATION OF UNDERGROUND SERVICES IN THE CITY OF CAPE TOWN

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

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

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 3S/2023/24 FRAMEWORK TENDER FOR THE AD-HOC DETECTION AND LOCATION OF UNDERGROUND SERVICES IN THE CITY OF CAPE TOWN

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

FORM OF OFFER AND ACCEPTANCE (continued)

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

Schedule of Deviations

Notes:

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

1 Subject

Details

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.....
.....

2 Subject

Details

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3 Subject

Details

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4 Subject

Details

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

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

(5) PRICE SCHEDULE

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

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

Item	Description	Unit	Rate (Excl VAT)
1	Establishment		
1.1	Establishment of Registered Surveyor, full team and equipment	lump sum	
1.2	Establishment of Non-destructive Testing Team and all equipment as specified	lump sum	
1.3	Establishment of Test Pit/Trench Excavation and Reinstatement Team	lump sum	
1.4	Establishment of Traffic Accommodation Team and all equipment and signs for traffic accommodation in terms of Item 5	lump sum	
2	Survey		
2.1 (a)	Level 4 accuracy DTM survey of full road reserve width for road reserve width of:		
2.1(a)(i)	Up to and equal to 10m wide	m	
2.1(a)(ii)	Greater than 10m up to and including 15m wide	m	
2.1(a)(iii)	Greater than 15m up to and equal to 20m wide	m	
2.1(a)(iv)	Greater than 20m up to and including 25m wide	m	
2.1(a)(v)	Greater than 25m up to and equal to 30m wide	m	
2.1(a)(vi)	Greater than 30m up to and including 35m wide	m	
2.1(a)(vii)	Greater than 35m up to and equal to 40m wide	m	
2.1(a)(viii)	Greater than 40m up to and equal to 45m wide	m	
2.1(a)(ix)	Greater than 45m up to and equal to 50m wide	m	
2.1(a)(x)	Greater than 50m up to and equal to 55m wide	m	
2.1(a)(xi)	Greater than 55m up to and equal to 60m wide	m	
2.1(a)(xii)	Greater than 60m wide	m	
2.1(a)(xiii)	Areas outside of the road reserve or strip survey	ha	
2.1 (b)	Level 3 accuracy DTM survey of full road reserve width for road reserve width of:		
2.1(b)(i)	Up to and equal to 10m wide	m	
2.1(b)(ii)	Greater than 10m up to and including 15m wide	m	
2.1(b)(iii)	Greater than 15m up to and equal to 20m wide	m	
2.1(b)(iv)	Greater than 20m up to and including 25m wide	m	
2.1(b)(v)	Greater than 25m up to and equal to 30m wide	m	
2.1(b)(vi)	Greater than 30m up to and including 35m wide	m	
2.1(b)(vii)	Greater than 35m up to and equal to 40m wide	m	
2.1(b)(viii)	Greater than 40m up to and equal to 45m wide	m	
2.1(b)(ix)	Greater than 45m up to and equal to 50m wide	m	
2.1(b)(x)	Greater than 50m up to and equal to 55m wide	m	
2.1(b)(xi)	Greater than 55m up to and equal to 60m wide	m	
2.1(b)(xii)	Greater than 60m wide	m	
2.1(b)(xiii)	Areas outside of the road reserve or strip survey	ha	

Item	Description	Unit	Rate (Excl VAT)
2.2	Non-destructive investigation using Ground penetrating radar and cable detection of full road reserve width for road reserve width of:		
2.1(a)	Up to and equal to 10m wide	m	
2.1(b)	Greater than 10m up to and including 15m wide	m	
2.1(c)	Greater than 15m up to and equal to 20m wide	m	
2.1(d)	Greater than 20m up to and including 25m wide	m	
2.1(e)	Greater than 25m up to and equal to 30m wide	m	
2.1(f)	Greater than 30m up to and including 15m wide	m	
2.1(g)	Greater than 35m up to and equal to 40m wide	m	
2.1(h)	Greater than 40m up to and equal to 45m wide	m	
2.1(i)	Greater than 45m up to and equal to 50m wide	m	
2.1(j)	Greater than 50m up to and equal to 55m wide	m	
2.1(k)	Greater than 55m up to and equal to 60m wide	m	
2.1(l)	Greater than 60m wide	m	
2.1(m)	Areas outside of the road reserve	ha	
3	Hand excavation for test pits and test trenches		
3.1	Saw Cutting		
3.1(a)	Saw cutting of asphalt (depth of cut x length)	m ²	
3.1(b)	Saw cutting of concrete (depth of cut x length)	m ²	
3.2	Breaking up existing surfacings		
3.2(a)	Breaking up and excavation of asphalt layers	m ³	
3.2(b)	Breaking up and excavation of reinforced concrete	m ³	
3.2(c)	Breaking up and excavation of unreinforced concrete	m ³	
3.2(d)	Removal and storage of brick paving/cobbles/paving slabs - all shapes and sizes	m ²	
3.3	Excavation		
3.3(a)	Excavation of un-stabilized layerworks materials within the road/sidewalk - all crushed stone, gravel and sand materials	m ³	
3.3(b)	Excavation of cement stabilized materials within the road/sidewalk	m ³	
3.3(c)	Excavation of soft materials outside the road	m ³	
3.3(d)	Excavation of hard materials outside the road	m ³	
3.3(e)	Shoring of excavations	m ²	
4	Reinstatement and Backfilling of hand excavations		
4.1	Reinstating trenches and pits within the road/sidewalk using		
4.1(a)	Selected minimum G7 quality material in layers not exceeding 200mm thick		
4.1(a)(i)	Obtained from the excavation compacted to 93% MDD or 100% MDD for sand	m ³	
4.1(a)(ii)	Imported from commercial sources 93% MDD or 100% MDD for sand including 20km free haul	m ³	
4.1(b)	Subbase minimum G5 quality material in layers not exceeding 200mm thick		
4.1(b)(i)	Obtained from the excavation compacted to 95% MDD	m ³	
4.1(b)(ii)	Imported from commercial sources 95% MDD including 20km free haul	m ³	

Item	Description	Unit	Rate (Excl VAT)
4.1(c)	Subbase minimum G5 quality material stabilized with 2% cement in layers not exceeding 200mm thick		
4.1(c)(i)	Obtained from the excavation compacted to 96% MDD	m ³	
4.1(c)(ii)	Imported from commercial sources 96% MDD including 20km free haul	m ³	
4.1(d)	Granular Base material in layers not exceeding 150mm Thick		
4.1(d)(i)	G4 quality material Obtained from the excavation compacted to 98% MDD including prime coat	m ³	
4.1(d)(ii)	G4 Quality material Imported from commercial sources 98% MDD including prime coat and 20km free haul	m ³	
4.1(d)(iii)	G3 Quality material Imported from commercial sources 100% MDD including 20km free haul	m ³	
4.1(d)(iv)	G2 Quality material Imported from commercial sources 100% MDD including 20 km free haul	m ³	
4.1(e)	Asphalt base and surfacing		
4.1(e)(i)	26.5mm maximum aggregate size continuously graded hot mix asphalt base using 50/70 penetration grade binder compacted to 92% Maximum Voidless density, 50mm to 75mm maximum single layer thickness including 20km free haul	m ³	
4.1(e)(ii)	14mm maximum aggregate size continuously graded hot mix asphalt surfacing using 50/70 penetration grade binder compacted to 93% Maximum Voidless density, 40mm to 60mm single layer thickness	m ³	
4.1(e)(iii)	10 mm maximum aggregate size continuously graded hot mix asphalt surfacing using 50/70 penetration grade binder compacted to 92% Maximum Voidless density, 30mm to 50mm single layer thickness including 20km free haul	m ³	
4.1(f)	Reinstatement of brick/block/slab paving and cobbles	m ²	
4.2	Tack coat of 30% bitumen emulsion	l	
4.3	Rubber modified bitumen emulsion waterproofing painted on surfacing asphalt joints and/or asphalt surfacing as instructed	l	
4.4	Backfilling of holes and trenches outside the road using excavated material compacted to 93% MDD	m ³	
4.5	Kerbing and channelling		
4.5(a)	Remove and reinstate precast concrete kerb and channel:		
4.5(a)(i)	Existing kerb and channel combination (all kerb and channel types)	m	
4.5(a)(ii)	Existing Kerb only (all kerb types)	m	
4.5(a)(iii)	Existing V-channel (C1-C1 combination)	m	
4.5(a)(iv)	Existing edging	m	
4.5(b)	Remove and reinstate granite or sandstone kerbing and channelling		
4.5(b)(i)	Single unit granite or sandstone kerb and channel	m	
4.5(b)(ii)	Granite or sandstone kerb	m	
4.5(b)(iii)	Granite or sandstone channel	m	
4.5(b)(iv)	Granite or sandstone kerb and channel combination	m	

Item	Description	Unit	Rate (Excl VAT)
5	Traffic accommodation (SARTSM – South African Road Traffic Signs Manual)		
5.1	Local Roads (60kph speed limit):		
5.1(a)	Two-way traffic accommodated by partial lane closure (SARTSM Manual 2, Detail 13.37.1)	hr	
5.1(b)	Two-way traffic accommodated by full lane closure (SARTSM Manual 2, Detail 13.37.2) - STOP/GO operation alternately on single lane	hr	
5.1(c)	One-way traffic accommodated by lane drop (SARTSM Manual 2, Detail 13.38.2)	hr	
5.2	Collector Roads (80kph speed limit):		
5.2(a)	Two-way traffic accommodated by partial lane closure (SARTSM Manual 2, Detail 13.37.1)	hr	
5.2(b)	Two-way traffic accommodated by full lane closure (SARTSM Manual 2, Detail 13.37.2) - STOP/GO operation alternately on single lane	hr	
5.2(c)	One-way traffic accommodated by lane drop (SARTSM Manual 2, Detail 13.38.2)	hr	
5.3	Arterials or Expressways (100kph speed limit):		
5.3(a)	Two-way traffic accommodated by partial lane closure (SARTSM Manual 2, Detail 13.37.1)	hr	
5.3(b)	Two-way traffic accommodated by full lane closure (SARTSM Manual 2, Detail 13.37.2) - STOP/GO operation alternately on single lane	hr	
5.3(c)	One-way traffic accommodated by lane drop (SARTSM Manual 2, Detail 13.38.2)	hr	
5.4	Freeways (120kph speed limit):		
5.4(a)	Two-way traffic accommodated by partial lane closure (SARTSM Manual 2, Detail 13.37.1)	hr	
5.4(b)	Two-way traffic accommodated by full lane closure (SARTSM Manual 2, Detail 13.37.2) - STOP/GO operation alternately on single lane	hr	
5.4(c)	One-way traffic accommodated by lane drop (SARTSM Manual 2, Detail 13.38.2)	hr	
6	Day works		
6.1	Additional Flag person as where instructed		
6.1(a)	Additional Flag person as instructed during working hours	hr	
6.1(b)	Extra Over 6.1(a) for working overtime, night work, or on a Sunday or public holiday when instructed	hr	
6.2	Additional security		
6.2(a)	PSIRA registered unarmed security guard as instructed or agreed		
6.2(a)(i)	Grade A	hr	
6.2(a)(ii)	Grade B	hr	
6.2(a)(iii)	Grade C/D/E	hr	
6.2(b)	Extra Over 6.2(a) for un-armed security guards working overtime, night work, or on a Sunday or public holiday when instructed		
6.2(b)(i)	Grade A	hr	
6.2(b)(ii)	Grade B	hr	
6.2(b)(iii)	Grade C/D/E	hr	

TENDER NO:

Item	Description	Unit	Rate (Excl VAT)
6.2(c)	PSIRA registered armed security guard as instructed or agreed		
6.2(c)(i)	Grade A	hr	
6.2(c)(ii)	Grade B	hr	
6.2(c)(iii)	Grade C/D/E	hr	
6.2(d)	Extra Over 6.2(a) for armed security guards working overtime, night work, or on a Sunday or public holiday when instructed		
6.2(d)(i)	Grade A	hr	
6.2(d)(ii)	Grade B	hr	
6.2(d)(iii)	Grade C/D/E	hr	
6.2(e)	Security Plant and Equipment		
6.2(e)(i)	Two way hand held radios	hr	
6.2(e)(ii)	Motor vehicle -1200cc or higher engine capacity (all patrol vehicles to be fitted with active tracking system) travel costs	km	
6.2(e)(iii)	Motor vehicle -1200cc or higher engine capacity (all patrol vehicles to be fitted with active tracking system) Time costs	hr	
6.3	Haulage of materials to spoil in excess of 5km		
6.3(a)	Haulage of materials to spoil in excess of 5km	m ³ .km	
6.3(b)	Prime Cost Sum for dumping fees at municipal landfill sites	PC SUM	Price to be determined by the City levy at the time of the work package.
6.3(c)	Administrative costs, mark-up and profit in respect of item 6.3(b)	%	
6.3(d)	Haulage of commercial materials for reinstatement in excess of 20km (granular and asphalt materials)	m ³ .km	
6.4	Cleaning of existing catchpits and manholes		
6.4(a)	Cleaning by hand: catchpits and manholes	m ³	
6.4(b)	Machanical cleaning: catchpits and manholes	m ³	
6.5	Reinstatement of road-marking paint		
6.5(a)	White, Yellow or Red lines (broken or unbroken)	m	
6.5(b)	White or Yellow lettering and symbols	m ²	
7	Sums and Provisional Sums		
7.1	Meeting all occupational health and Safety obligations in terms of the 2014 Occupational Health and Safety Construction regulations	sum	
7.2	Meeting all environmental obligations	sum	
7.3	Commercial laboratory testing for quality control on reinstatements.		
7.3(a)	Prime Cost sum for commercial laboratory testing for quality control on reinstatements.	PC SUM	PC SUM
7.3(b)	Administrative costs, mark-up and profit in respect of item 7.3(a)	%	

INITIALS OF CITY OFFICIALS		
1	2	3

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.6 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.
- 5.7 Units of Measure
- | | |
|--------------------|---|
| Lump Sum | A sum that will be paid once off during the course of the contract once the obligations in the payment item description have been met |
| m | Metre, |
| ha | Hectare, measurement of are equal to 10 000m ² |
| m ² | Square metre |
| m ³ | Cubic metre |
| l | Litre |
| hr | Hour |
| day | Day equating to one full work shift |
| m ³ .km | Cubic metre kilometre, the amount of kilometres travelled multiplied by the volume of the load in cubic metres |
| PC Sum | Prime Cost Sum which will be reimbursed based on proven costs on submission of supplier invoices |
| Prov Sum | Provisional Sum which will be paid in accordance with the City's Supply Chain Management Policy. |
| % | Percent |
| km | Kilometre |

(6) SUPPORTING SCHEDULES**Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums**

This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
 Account Holder: _____
 Financial Institution: _____
 Branch Code: _____
 Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note: A copy of the Joint Venture Agreement shall be appended to List of other documents attached by tenderer schedule.

Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

By attaching such audited financial statements to **List of other documents attached by tenderer** schedule.

2. Do you have any outstanding undisputed commitments for municipal services towards the CCT or other municipality in respect of which payment is overdue for more than 30 (thirty) days? (Please mark with X)

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

- 2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

2.2 If YES, provide particulars:

3. Has any contract been awarded to you by an organ of state during the past five (5) years? (Please mark with X)

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

TENDER NO:

3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the CCT is expected to be transferred out of the Republic? (Please mark with X)

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

- 4.1 If YES, furnish particulars below

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

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

Date

Schedule 3: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 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	80
SPECIFIC GOALS	20
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.

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

TENDER NO:

assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
and

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**3.1. POINTS AWARDED FOR PRICE****3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS**

A maximum of 80 points is allocated for price on the following basis:

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Gender are women (ownership)*	5	
Race are black persons (ownership)*	5	
Disability are disabled persons (ownership)*	5	
Promotion of Micro and Small Enterprises	5	

*Ownership: main tendering entity

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company

TENDER NO:

- ☐ Personal Liability Company
☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company
[Tick applicable box]

4.5. 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 contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

For official use.

SIGNATURE OF CITY OFFICIALS AT
TENDER OPENING

1.

2.

3.

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

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

TENDER NO:

3.12.1 If yes, furnish particulars

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

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

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

Date

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

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

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

Schedule 5: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

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

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

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

Date

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

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

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

Item	Question	Yes	No
2.1	<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"/>

TENDER NO:

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

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

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

 Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

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

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

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

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

Date

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

8.1 PRICING INSTRUCTIONS:

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

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

8.2 PRICE ADJUSTMENT MECHANISM:

- 8.2.1 The Contract Price as per GCC shall remain **Firm** for the first 12 months from date of commencement of the contract and no claims for contract price adjustment will be considered for the first 12 months' subject to the provisions in the price schedule.
- 8.2.2 Subject to 8.2.1 above, Contract Price Adjustment will be applicable as from commencement of the 13 month. Contractors shall be entitled to claim contract price adjustment as follows:
- 8.2.3 **10%** of the **tendered** rate will remain fixed for the duration of the contract.
- 8.2.4 **90%** of the year on year rate will be subject to adjustment **annually** based on the average percentage of 12 months as published by STATSSA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:

From start of 13th month to the end of the 24th month: Subject to contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the date of commencement. The **end month** shall be three (3) calendar months prior to the 12th month.

From start of 25th month to end of the 36th month: Subject to the contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the 13th month. The **end month** shall be three (3) calendar months prior to 24th month.

The **average CPI** will be calculated, the base month to the end month (both included) divided by the number of months.

Example:

The claim will be based on the **average** between the “base month” and the “end month” **e.g.: $7+6+9+6 = 28$ ($28/4$) = 7** therefore the claim will be 7%.

8.3 CONTRACT PRICE ADJUSTMENT - General

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

- By email to: CPA.Request@capetown.gov.za

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

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

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender 3S/2023/24: Framework Tender for the ad-hoc detection and location of underground services in the City of Cape Town in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

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

Signature

Date

Name (PRINT)

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

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

Schedule 10: Price Basis for Imported Resources
--

Not used in this Tender.

Schedule 11: List of other documents attached by tenderer
--

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

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

Attach additional pages if more space is required.

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

 Date

Schedule 12: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 13: Information to be provided with the tender

The following information shall be provided with the Tender:

a. Schedule 13A: Key Staff as per clause 2.2.1.1.8 Key Personnel

Tenders must have in their employ, or provide a letter of intent or agreement from a surveyor registered with the South African Geomatics Council as either a Professional Engineering Surveyor or Land Surveyor or an Engineering Surveyor (Technologist) as a legislative requirement.

b. Schedule 13B: Track Record as per clause 2.2.1.1.4 Minimum score for functionality

To be fully completed at the time of closing of tender.

c. Schedule 13C: Survey equipment

For information purposes only.

d. Schedule 13D: Detection equipment

For information purposes only.

SIGNED ON BEHALF OF TENDERER:

Schedule 13A: Key Personnel

The tendered must provide the details of the Key personnel required in terms of clause **2.2.1.1.8 Key Personnel**:

Tenders must have in their employ, or provide a letter of intent or agreement from a surveyor registered with the South African Geomatics Council as either a Professional Engineering Surveyor or Professional Land Surveyor or an Engineering Surveyor (Technologist) as a legislative requirement.

Full Name	Registration Type	Registration Number	Registration Date

SIGNED ON BEHALF OF TENDERER:

TENDER NO:

Schedule 13B: Track Record

To be fully completed at the time of closing of tender.

The tendered must provide the details of the Key personnel required in terms of clause **2.2.1.1.4 Minimum score for functionality:**

The tenderer must be able to provide evidence in the form of a letter from an employer that they have successfully completed at least two service detection projects. For the purposes of this tender, a service detection project shall include at least the use of non-destructive service detection equipment such as Ground Penetrating Radar **and** cable detection equipment.

Project	Employer	Project description	Use of Ground penetrating radar (GPR) (yes/No)	Use of Cable detection equipment (Yes/No)	Project Start Date	Project end date
1						
2						
3						

Attach letters of reference from employer(s) to this schedule. The letter must contain confirmation that:

- GPR (Ground Penetrating Radar) **and** cable detection was used
- That the service detection project was successfully completed.
- Date of commencement and date of completion

If there is insufficient space on this Schedule, tenderers may append the information to this schedule in the same format and layout.

SIGNED ON BEHALF OF TENDERER:

Schedule 13C: Surveying Equipment

For information only.

The tendered must provide the details of the survey equipment that will be used in order to meet the accuracy requirements as a stated in the specifications.

Attach equipment data sheets to this page.

Make	Model	Description	Quantity

SIGNED ON BEHALF OF TENDERER:

Schedule 13D: Detection Equipment
--

For information only.

The tendered must provide the details of the detection equipment that will be used on this contract.

Attach equipment data sheets to this page.

Make	Model	Description	Quantity

SIGNED ON BEHALF OF TENDERER

TENDER DOCUMENT GOODS AND SERVICES		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 61 of 66

TENDER NO: 3S/2023/24

TENDER DESCRIPTION: FRAMEWORK TENDER FOR THE AD-HOC DETECTION AND LOCATION OF UNDERGROUND SERVICES IN THE CITY OF CAPE TOWN

CONTRACT PERIOD: From the date of commencement not exceeding 36 months

VOLUME 3: DRAFT CONTRACT

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

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

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

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

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

3.5 The **supplier** shall:

- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
 - c) Initial delivery programme
 - d) Other requirements as detailed in the tender documents
- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods
- 3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy
- 3.5.7 Comply with all written instructions from the purchaser subject to clause 18
- 3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
- 3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period
- 3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The **purchaser** shall:

- 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
- 3.6.2 Make payment to the **supplier** for the goods as set out herein.
- 3.6.3 Take possession of the goods upon delivery by the supplier.
- 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
- 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.

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

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

Add the following after clause 5.4:

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

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

5.6 Publicity and publication

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

5.7 Confidentiality

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

5.8 Intellectual Property

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

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

5.8.3 The supplier shall, and warrants that it shall:

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

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

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

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

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

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

5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims,

liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.

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

7. Performance Security

Delete clause 7.1 to 7.4 and replace with the following:

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

11. Insurance

Add the following after clause 11.1:

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

- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
- b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
- d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

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

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

15. Warranty

Add to Clause 15.2:

15.2 This warranty for this contract shall remain valid for **zero (0) months** after the services have been rendered.

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

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

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

Refer to Returnable Schedule 8

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

17.5.1 Adjustment for variations in rates of exchange:

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

cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.

(h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "**Price Basis for Imported Resources**", then the value in column (A) shall be used.

17.53.2 Adjustment for variations in customs surcharge and customs duty

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

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

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

21. Delays in the supplier's performance

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

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

delivery.

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be applied daily at **0.25% of order value, with a minimum of R1000 per day if the timeframes under Clause 12 of the specifications are not adhered to.**

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

- 23.8.5.4 negative social media reports; or
- 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes.

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

- 28.2 Without detracting from, and in addition to, any of the other indemnities in this contract, the supplier

shall be solely liable for and hereby indemnifies and holds harmless the purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

36. POPIA

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

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

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

(8) GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

8. Inspections, tests and analyses

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

14. Spare parts

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

15. Warranty

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

that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at

his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

22. Penalties

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

23. Termination for default

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

of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention

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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

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or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY

NOT APPLICABLE.

(10) FORM OF ADVANCE PAYMENT GUARANTEE

NOT APPLICABLE.

7

(10.1) ADVANCE PAYMENT SCHEDULE

NOT APPLICABLE.

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

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

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

I, , representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

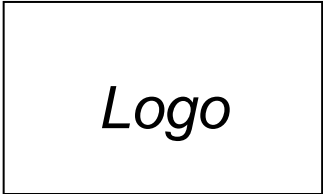
Mandatory

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

Witness

for and on behalf of
City of Cape Town

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



Letterhead of supplier’s Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 3S/2023/24

TENDER DESCRIPTION: **FRAMEWORK TENDER FOR THE AD-HOC DETECTION AND LOCATION OF UNDERGROUND SERVICES IN THE CITY OF CAPE TOWN**

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier’s Insurance Broker)

(13) SPECIFICATION(S)**[To be inserted by the Line department .****OHAS note: The tender specification must include a section that deals with occupational health and safety and which must specifically indicate any risks/dangers in respect of the goods or services to be procured, to enable tenderers to formulate an appropriate health and safety plan to submit upon request to do so. The specification shall not contain any provisions which contradict or are already contained in the GCC and SCC.]****1. INTRODUCTION**

A number of Service Providers are required to provide the services necessary to implement the abovementioned services, which, in terms of the Municipal Finance Management Act, 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process. The purpose of this document is to invite tenders from suitably qualified and experienced firms for **Tender No. 3S/2023/24: Framework Tender for the ad-hoc detection and location of underground services in the City of Cape Town.**

All responsive tenders will be evaluated using a financial offer and preferences points system as described in the tender data.

Projects allocated to successful service providers on this contract can emanate from any directorate within the City of Cape Town.

The CCT intends to appoint three tenderers (the highest ranked tenderer (“the winner”) and in addition two “standby tenderers”) for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

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

The contract period shall be for a period of **36 months** from the commencement date of the contract.

1.1 Work Allocation Methodology

The process for allocation of works projects will be as follows:

- 1 The Employer’s Project Manager or Agent identifies a project and scope of services required
- 2 The Employer’s Project Manager or Agent, through the framework project manager, will, in writing, offer the project and scope of services required to the highest ranked service provider.
- 3 This service provider will, in writing, either accept for refuse the project.
- 4 If the project is refused, the Employer’s Project Manager or Agent, through the framework project manager will offer the project to the next highest ranked backup service provider.
- 5 Once accepted the project will commence as per the Scope of Works and the Scope of Services within the stipulated timelines required as outlined in the award letter.

Each project that has been offered and accepted will have its own order number raised by the Employer’s Project Manager or Agent and invoicing for each project will be carried out separately against each project order number.

It is a condition of this contract that all projects awarded must be complete up to the issuing of the signing off of receipt of all deliverables by the Employer’s Project Manager or Agent before the end of the third financial year. It is the employer’s intention to award a follow up tender of a similar nature to this one at the end of the third financial year of this contract and as such will be advertising for similar services towards the end of the second financial year of this contract.

2. BACKGROUND

This framework contract is part of the City's ongoing obligation to minimize risk during construction/implementation phase of infrastructure service delivery projects.

Underground services, and especially unknown underground service, pose a large risk to the City of Cape Town during the implementation of service delivery projects. To mitigate the risk to the City caused by these services, the City is seeking to appoint service providers on a transversal contract, (for use across all directorates within the City) to detect and accurately map all services in an identified project area prior to or during detail design of the project in order to incorporate the services into the detail design phase.

3. EMPLOYER'S OBJECTIVE

The Employer's objective is to significantly reduce the risk posed by underground services during the construction/implementation of infrastructure service delivery projects by detailing the position of all services in the project area as accurately as possible prior to, or during the detail design stage of projects. This will enable more accurate design and better planning, thereby reducing the risk posed by unknown services.

4. DESCRIPTION OF THE SERVICES REQUIRED

4.1 Overview of the Works

The services required from the Service Provider shall include all of the works set out in the Site Specific Works Project agreed with the Service Provider on an Ad-Hoc basis.

These works shall include all or selected items as set out below, as required by the Specific Works Project:

- Wayleave applications;
- Obtaining SG diagrams from Surveyor general to calculate the cadastre of the project area;
- Establishment on site by the Services Provider;
- The supply of labour, tools, equipment, materials and supervision to complete the work;
- Setting out of the Works;
- Accommodation of vehicular traffic and pedestrians during works;
- DTM surveying;
- Non-destructive investigation using Ground penetrating radar and cable detection;
- Hand excavation of test pits and test trenches for services detection;
- Reinstatement and Backfilling of hand excavations;
- Reinstatement of kerbing and channelling;
- Provision of PSIRA registered security;
- Cleaning of existing catch pits and manholes to obtain required levels;
- Reinstatement of road-marking;
- Commercial laboratory testing for quality control on reinstatements;
- OHS and Environmental management services;
- Attending progress meeting and compiling meeting minutes;

4.2 Wayleaves and SG diagrams

The Service Provider will apply for wayleaves and applicable work permits from all the relevant service authorities in the project area to determine the "known" services. No destructive works shall commence before all wayleaves has been received.

Calculation of cadastre of the project area will be completed from the SG Diagram which can be obtained from the Surveyor General.

The information obtained from the wayleaves to be used to confirm the scans done by the Service Provide and the data from the SG Diagrams to be overlaid by the Services Providers own scans to compare and verify findings.

All costs relating to obtaining and reworking this information should be included in the tendered rates of

the Services Provider.

4.3 Ground penetrating radar and cable detection and surveying works

After obtaining the required Wayleaves and Permits, the works shall include the use of non-destructive service detection equipment such as Ground Penetrating Radar and cable detection equipment, as well as the digging of test pits and test trenches to verify the position of the known services and determine the position, type and quantity of any unknown services. It is envisaged that trial trenches may be requested right across the road reserve, from edge to edge to determine what services may be in the road reserves, and especially in areas where services are closely spaced where the non-destructive equipment may struggle to differentiate between services. The project area will be surveyed and the information from survey and the investigations will be compiled into deliverables as described below.

NB: Special note to be taken of the “Guidelines and standard conditions for work in the vicinity of electricity services” that are included in Annexure A of this section (13) of the document. All prices submitted in the schedule must include for these conditions.

Additional service required to safely carry out survey and trial holes and trenches include traffic accommodation as described in the scope of works and back filling of trial holes and trenches to applicable standards while adhering to the project specific applicable Health and Safety requirements.

The project will require non-destructive underground detection equipment that is capable of detecting service up to a minimum depth of at least 3m. This shall include at least, but not be limited to ground penetrating radar and cable detection equipment. The limitations of ground penetrating radar when encountering a high water table should be noted. If a high water table is found and is limiting the effectiveness of the GPR survey, the Employer's Project Manager or Agent must be notified in order to make an informed decision on how to continue with the investigation.

Test pits and test trenches across the road reserve, to determine exact number depths of services to confirm the non-destructive testing results. The X, Y and Z coordinates of all services exposed in test pits and trenches shall be recorded.

All survey will be presented as a Digital Terrain Model (DTM) on WGS 84 coordinate system.

The survey accuracy shall be either a Level 4 or Level 3 accuracy as per the SAGI Survey Accuracies and Specifications attached in Annexure B of this section (13) of the document as specified for each individual project by the Employer's Project Manager or Agent.

Decimal Degrees — degrees expressed as a single real number (e.g., -22.343456) rather than as a composite of degrees, minutes, seconds, and direction (e.g., 7° 54' 18.32" E). Note that minus (-) signs are used to indicate southern and western hemispheres.

The survey shall pick up at a minimum the following information related to services:

- All manhole covers, catch pit covers, valve chamber covers and other service access points visible on the surface throughout the road reserve.
- The invert level of all stormwater manholes and catch pits
- The internal diameter of the stormwater pipes at each manhole and catch pit
- The invert level of all sewer manholes
- all electrical distribution boxes,
- all overhead services
- all telecommunication distribution boxes
- All telecommunication service access points (manholes and boxes etc.)
- all street lights
- all traffic signals
- the crown level and in the case of pipes, the size (nominal outer diameter) of all services exposed during the test pit/trench investigations
- All property service connections e.g. House water connections, electricity, fibre optic, industrial fire hydrants

In the case where catch pits and manholes are blocked and levels as stipulated above can't be acquired,

the catch pits/manholes have to be cleaned prior to measurements.

4.4 Security services

In areas where work is volatile, additional security may be requested to reduce safety risks associated with the project as stipulated in Section 8 of the specifications contained in this document.

4.5 Reinstatement of Road marking

In the case where the road marking has been removed due to excavations, the Service Provider will replace the existing road-marking as per the specifications.

4.6 The deliverables for each Work Project

The deliverables for each project shall be as follows:

a) Marking the service on the ground as follows:

- Longitudinal direction:
 - in 20m intervals on straights
 - in 10m intervals on bends
 - All changes in direction (90-degree bends, 45-degree bends etc.)
- In transverse/diagonal direction
 - Marking on each edge of road reserve
 - Marking on each kerb where the service crosses the kerb

The marking shall be done using colour coded paint on hard surfaces such as asphalt and concrete and brick paving or using wooden stakes where the surface is soft.

Water services	Royal Blue
Sewer service	Brown
Electrical services	Red
Telecommunications/fibre optic	Green
Stormwater	Light blue
Treated effluent	Orange

b) DTM and drawings showing the type (stormwater, sewer, water, electrical, telecommunications etc.), size (nominal outside diameter), position and depths of all service found during the non-destructive investigation and the test pit/test trench investigation. Cross section drawings must be given at 20 m intervals. Data and drawings to be delivered in the following formats:

1. Data to be in 3D in "DWG" format,
2. LandXML
3. PDF drawings
4. Data output files to be delivered in ESRI geodatabase format (field specifications to be made available on request).

c) Overlay data received from site investigations with information received from surveyor general.

5. 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 all temporary road signs, cones, flagmen and speed controls are maintained and effective, and that courtesy is extended to the public at all times.

The travelling public has the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor may not commence testing activities such as trial holes in existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual (SARTSM) Volume 2 Chapter 13.

The method of accommodating traffic shall be in accordance with the layouts of the traffic-control facilities for traffic diversions on the respective roads as shown on the drawings or as directed by the Engineer. The minimum requirements for two-way traffic accommodation is shown on Figure 13.37 (Detail 13.37.1 - Partial Lane Closure and Detail 13.37.2 - Lane Closure (traffic accommodated in stop-go operation alternately on single lane)) and one-way traffic accommodation is shown on Figure 13.38 (Detail 13.38.2) included in this document. Individual test work areas shall be clearly demarcated with the traffic control facilities as specified.

All workers shall wear high visibility clothing when working alongside public traffic. The jackets shall be of an approved type, as indicated in SARTSM Volume 2 Chapter 13 Roadworks Signing, Figure 13.30.

6 TRADE NAMES OR PROPRIETARY PRODUCTS

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

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

7. MEASUREMENT AND PAYMENT

This section describes each of the payment items in the schedule of rates and defines the unit of measure, how the item will be measured and what costs the items should include.

Item 1 Establishment

This item covers the cost of establishing the specified teams on site for each project. The tendered rate will be paid as a lump sum after the teams have established and started working. The item will be paid once only per project, unless otherwise agreed with the City Project Manager. Only the teams that form part of the scope of the works for each specific project will be paid for.

The teams shall consist of a minimum of the following personnel. It is up to the Service Provider to allow for more team members in their pricing if they feel more personnel are required.

1.1 Establishment of Registered Surveyor, full team and equipment lump sum

This team shall consist of a minimum of the Registered Surveyor as tendered for Clause 2.2.1.1.9 of the tender data, all the required survey equipment as specified in the scope of works, 2 assistants and the team transport.

1.2 Establishment of Non-destructive Testing Team and all equipment as specified lump sum

This team shall consist of a minimum of 1 Ground penetrating radar device as specified in the scope of works and its operator and an assistant, 1 cable detection device a specified and its operator and an assistant and the team’s transport.

1.3 Establishment of Test Pit/Trench Excavation and Reinstatement Team lump sum

This team shall consist of a minimum of 1 foreman, 5 workers, and all the required hand tools for hand

excavation and reinstatement, as well as the team's transport.

1.4 Traffic accommodation team and all equipment and signs lump sum

This team shall consist of a traffic control vehicle as described in the specifications, a driver, a traffic safety officer 3 workers and all the required signs, sand bags equipment etc. to carry out the traffic accommodation as specified.

Item 2 Survey

8.1 DTM survey

2.1 (a) Level 4 accuracy DTM survey of full road reserve width for road reserve width of:

Items 2.1(a)(i) - 2.1(a)(xiii) Stipulating specific widths for road reserve to be surveyed.

2.1 (b) Level 3 accuracy DTM survey of full road reserve width for road reserve width of:

Items 2.1(a)(i) - 2.1(a)(xiii) Stipulating specific widths for road reserve to be surveyed.

The unit of measure for sub-items 2.1(a)(i) to (xii) and 2.1(b)(i) to (xii) shall be the liner meter of specified road reserve width surveyed to the specified level of accuracy as measured along the centreline of the road reserve.

The unit of Measure for sub-item 2.1a(xiii) and 2.1(b)(xiii) shall be the hectare of area surveyed to the specified level of accuracy, measured to three decimal places.

The tendered rate for Item 2.1 shall cover the cost of the surveying team to carry out the required survey in accordance with the specification and as described in the scope of works for each project. The tendered rate shall be all inclusive, irrespective of the number of services in the project area or the number of shots required to complete the survey.

The tendered rate shall also include the time required in the office to collate all the field data from the survey into the required formats and into the required deliverables. No additional payment will be made for time in the office or any corrective survey that may be required. The length or area shall be paid for only once per project.

2.2 Non-destructive investigation using Ground penetrating radar and cable detection of full road reserve width for road reserve width of:

The unit of measure for sub-items 2.2(a) to 2.2(l) shall be the liner meter of specified road reserve width investigated using non-destructive methods as specified as measured along the centreline of the road reserve.

The unit of Measure for sub-item 2.2(m) shall be the hectare of area investigated using non-destructive methods as specified, measured to three decimal places.

The tendered rate for Item 2.2 shall cover the cost of the non-destructive investigations team to carry out the required investigation in accordance with the specification and as described in the scope of works for each project. The tendered rate shall be all inclusive, and shall be based on an investigation done on a grid pattern of maximum grid size of 4m x 4m over the full area of the project site.

The tendered rate shall also include the time required in the office to collate all the field data from the investigation into the required formats and into the required deliverables. No additional payment will be made for time in the office or any corrective investigations required. The length or area shall be paid for only once per project.

Item 3 Hand excavation for test pits and test trenches

3.1 Saw cutting

3.1(a) Saw cutting of asphalt (depth of cut x length) square meter (m²)

3.1(b) Saw cutting of concrete (depth of cut x length) square meter (m²)

The unit of measure for items 3.1(a) and 3.1(b) shall be the square meter of asphalt or concrete that has been cut, measured as the agreed vertical depth or thickness of cutting multiplied by the linear meter of cutting.

The tendered rate for item 3.1 shall cover the costs of establishing the saw cutter on site as well as all the personnel, PPE, all consumables such as fuel and saw blades, and all other incidental costs required to cut the asphalt or concrete surfacing to the correct depth. The full final depth of the cut and the linear length of the cut shall be measured once only, regardless of how many linear cuts are required to get to the final required depth.

3.2 Breaking up existing surfacing

The unit of measure for sub items 3.2(a), 3.2(b) and 3.2(c) shall be the cubic meter of material that has been broken up and removed from site. It shall be measured in accordance with the specified dimensions.

The rate for sub items 3.2(a), 3.2(b) and 3.2(c) shall cover the costs of establishment of all hand held power tools required for the excavations, such as pneumatic jackhammers and drills, power hammers and angle grinders etc. and for all the other plant labour and equipment required to break up and excavate the specified materials. It shall also include 5 km of free haul from the site of the excavated material. All haulage in excess of 5 km required for the disposal of the excavated materials will be paid for separately.

The unit of measure for sub item 3.2(d), shall be the square meter of paving that has been lifted and removed to temporary stockpile. It shall be measured in accordance with the specified dimensions.

The rate for sub item 3.2(d) shall cover the costs of establishment of all the plant labour and equipment required to lift the paving materials and temporarily stockpile them for reuse within 5 km of the site. It shall also include 5 km of free haul from the site of the excavated material. All haulage in excess of 5 km required for the disposal of the excavated materials will be paid for separately.

3.3 Excavations

The unit of measure for sub items 3.3(a), 3.3(b), 3.3(c) and 3.3(d) shall be the cubic meter of material that has been excavated by hand and removed from site or temporarily stockpiled. It shall be measured in accordance with the specified dimensions.

The rate for sub items 3.3(a), 3.3(b), 3.3(c) and 3.3(d) shall cover the costs of all the other tools, plant, labour, and equipment required to excavate the specified materials by hand. It shall also include temporarily stockpiling of the materials for reuse within 5 km of the site or free haul of 5 km from the site if the material is being spoiled. All haulage in excess of 5 km required for the disposal of the excavated materials will be paid for separately.

In the case of 3.3(d), hard material shall be classified as material that cannot be excavated by hand and requires power tools such as pneumatic jack hammers or power drills etc. in this case the rate shall also include for the establishment of these tools and the additional cost for excavation in the hard materials. Hard material must be agreed with the Employer's Project Manager or Agent before it can be claimed.

The unit of measure for sub item 3.3(e) shall be the square meter of shoring used in trenches or test pits, as measured and agreed with the Employer's Project Manager or Agent.

The rate for sub item 3.3(e) shall cover the cost of procuring the required shoring, bringing the shoring to site, installing it in order to ensure safe excavations, and removing it again when completed. It shall include all the costs of labour plant and material required to shore the excavations to ensure a safe working environment.

Item 4 Reinstatement and backfilling of hand excavations

4.1 Reinstating trenches and pits within the road/sidewalk using:

4.1(a) - (d) includes reinstatement with specified granular quality material cubic meter (m³)

TENDER NO:

The unit of measure for sub items 4.1(a), 4.1(b), 4.1(c) and 4.1(d) shall be the cubic meter of specified material used in the backfilling of reinstatement of hand excavations. The quantity shall be calculated using the specified excavation dimensions (width and breadth) multiplied by the specified layer thickness for the specific material specified for each layer.

The rates shall cover the costs of all personnel, plant and equipment required to reinstate and compact to the specified compaction and shall include the establishment of all compaction equipment and their operators and tools required.

Where materials need to be imported from commercial sources, the rate shall include for procurement and up to 20km free haul transport to site of the materials. Haulage to site in excess of 20km shall be paid for separately.

Where materials from the excavations are used, it shall cover the cost of temporary stockpiling and protecting the specified materials for reuse. It shall also include all costs incurred to protect the specified materials from contamination from unwanted excavated materials that will be spoiled.

Where cement is specified, it shall also cover the cost of procuring and bringing the cement to site, mixing the cement to the specified proportions and placing and compacting the cemented layer.

4.1(e) Asphalt base and surfacing cubic meter (m³)

The unit of measure for sub item 4.1(e) shall be the cubic meter of the specified type asphalt placed. The quantity shall be calculated using the specified excavation dimensions (width and breadth) multiplied by the specified layer thickness for the specific asphalt type.

The rates shall cover the costs of all personnel, plant and equipment required to reinstate and compact the specified asphalt to the specified compaction and shall include the establishment of all compaction equipment and their operators and tools required. The rate shall include for procurement and up to 20km free haul transport to site of the asphalt materials. Haulage to site in excess of 20km shall be paid for separately.

4.1(f) Reinstatement of brick/block/slab paving and cobbles square meter (m²)

The unit of measure for sub item 4.1(f) shall be the square meter of any type of concrete block, concrete brick, clay brick or cobble paving reinstated as measured and agreed with the Employer's Project Manager or Agent.

The rates shall cover the costs of all personnel, plant and equipment required to reinstate the paving to the satisfaction of the Employer's Project Manager or Agent and shall include the establishment of all equipment and their operators and tools required. The rate shall also include for the procurement and transport to site of bedding and grouting sand. It shall also include for any damage and breakages and new materials required to make up for broken and damaged paving units.

4.2 Tack coat of 30% bitumen emulsion litre (l)

The unit of measure for item 4.2 shall be the litre of 30% diluted bitumen emulsion applied. The nominal application rate shall be 0.7l per meter squared. The area shall be measured in terms of the authorized and agreed upon dimensions of the trench or test pit.

The tendered rate item 4.2 shall cover the cost of procuring and bringing the material to site, for diluting the emulsion as required, and for all plant, labour and equipment required to apply the tack coat at the specified application rate.

4.3 Rubber modified bitumen emulsion waterproofing painted on surfacing asphalt joints and/or asphalt surfacing as instructed. litre (l)

The unit of measure for item 4.3 shall be the litre Rubber modified bitumen emulsion waterproofing applied to the vertical asphalt joints and on top/over the asphalt joints. The nominal application rate shall be 0.7l per meter squared. The area of the vertical joints shall be measured in terms of the authorized asphalt thickness multiplied by the perimeter length as per the agreed upon dimensions of the trench or

test pit. The areas of application on the surface across the joints shall be 300mm wide across the joint, multiplied by the perimeter length as per the agreed upon dimensions of the trench or test pit

The tendered rate item 4.3 shall cover the cost of procuring and bringing the material to site, and for all plant, labour and equipment required to apply the tack coat at the specified application rate.

4.4 Backfilling of holes and trenches outside the road using excavated material compacted to 93% MDD. cubic meter (m³)

The unit of measure shall be the cubic meter of backfill as measured by the authorised and agreed test pit or trench dimensions (length x width x depth).

The tendered rate for item 4.4 shall cover the cost of all plant, labour and equipment required to bring the excavated material from stockpile within 5 km free haul distance and to compact the materials to the specified density. It shall also cover the cost of establishing any compaction equipment required to the site.

4.5 Kerbing and channelling

4.5 (a) Remove and reinstate precast concrete kerb and channel: meter (m)

The unit of measure for sub item 4.5(a)(i) to 4.5(a)(iv) shall be the meter of kerbing or channelling, as specified in each of the items that has been removed and replaced, as agreed with the Employer's Project Manager or Agent.

The tendered rate shall cover the full cost of carefully removing the existing kerbing/channelling where instructed, temporary stockpiling and reinstating to the original position, and line and level. It shall also cover for all materials, including concrete kerb mix for bedding and backing, and grouting between kerbs, transport, plant and labour and equipment required to carry out the works. It shall also include for any breakages and replacement with new materials as may be required. The onus is on the contractor to ensure the work is carefully done to avoid breakages; any breakage shall be repaired at the contractors own cost. All costs relating to the establishment of the team to complete the works shall be included in pay-item 1.3

4.5 (b) Remove and reinstate granite or sandstone kerbing and channelling meter (m)

The unit of measure for sub item 4.5(b)(i) to 4.5(b)(iv) shall be the meter of granite or sandstone kerbing or channelling, as specified in each of the items that has been removed and replaced, as agreed with the Employer's Project Manager or Agent.

It should be noted that the granite and sandstone kerbing and channelling has typically only been shaped on the exposed faces and the buried/hidden portion of the kerbing and channelling may be irregular and larger than they appear. It should also be noted that these types of kerbing and channelling have heritage value and extra care must be taken when working with this type of kerbing and channelling. The tendered rate shall cover the full cost of carefully removing the existing granite or sandstone kerbing/channelling where instructed, temporary stockpiling and reinstating to the original position, and line and level. It shall also cover for all materials, including concrete kerb mix for bedding and backing, and grouting between kerbs, plant and labour and equipment required to carry out the works. The onus is on the contractor to ensure the work is carefully done to avoid breakages; any breakage shall be repaired at the contractors own cost. All costs relating to the establishment of the team to complete the works shall be included in pay-item 1.3

Item 5 Traffic accommodation

The unit of measurement for all sub items for accommodating traffic shall be the time period in hours during which each traffic control set-up, complete with temporary road signs, cones and flagmen, is in full operation as directed by the Employer's Project Manager or Agent. The time for setting-up, removing and relocating of traffic control facilities before and after traffic is actually deviated shall not be included for measurement purposes but shall be deemed to be included in the tendered rate. Measurement and payment will distinguish between accommodation of two-way traffic (Figure 13.37) and one-way traffic

(Figure 13.38) lane closures in accordance with the speed restrictions specified in the individual sub items.

The tendered rate for accommodating traffic shall include full compensation for accommodation of traffic and maintaining traffic diversions, providing all traffic control facilities, road traffic signs, cones, flagmen, plant, equipment, tools, transport, labour, supervision, setting-up, moving, removing, relocating and all other incidentals necessary for the proper and safe handling of traffic as specified.

Item 6 Day Works

6.1 Additional flag person where instructed. hour (hr)

The unit of measure for item 6.1(a) shall be the hour that the additional flag person(s) have worked and shall be measured from the time the person(s) arrives at their post until the time they leave. This item shall only be paid for additional flag persons requested or instructed by the Employer's Project Manager or Agent and shall not include the costs of the flag persons shown in the traffic accommodation drawings; those costs are deemed to be included in the rates for Item 5.

The tendered rate shall cover the cost of wages, transport to and from site, all personal protective equipment and the flag and any other costs, profit and mark up. No additional costs will be paid for additional flag persons.

This item will only be paid if there was a written instruction from the Employer's Project Manager or Agent or their representative to provide additional flag persons, or if a verbal instruction to that effect has been confirmed by either party in writing.

The tendered rate for 6.1(b) shall only cover the additional costs associated with working overtime, working at night or working on a Sunday or public holiday. The basic rate shall be covered in item 6.1(a). This item will only be paid when the Employer's Project Manager or Agent has specifically requested work to be carried out during overtime, at night, or on a Sunday or public holiday, or if it has been agreed upon in advance between the Employer's Manager and the service provider. If the service provider chooses to work during these times for whatever reason with an instruction of a prior agreement, this item will not be paid.

6.2 Additional Security hour (hr)

6.2(a) PSIRA registered un-armed security guard as instructed or agreed hour (hr)

The unit of measure for item 6.2(a) shall be the hour that the additional un-armed security guard(s) have worked and shall be measured from the time the person(s) arrives at their post until the time they leave. This item shall only be paid for additional security guards requested or instructed by the Employer's Project Manager or Agent or as agreed in advance between both parties. Security not agreed on in advance shall not be payable.

The tendered rate shall be based on the PSIRA published rates for the applicable grade and cover the cost of wages, transport to and from site, all personal protective equipment, any other costs, profit and mark up.

6.2(b) Extra Over 6.2(a) for un-armed security guards working overtime, night work, or on a Sunday or public holiday when instructed. hour (hr)

The tendered rate for 6.2(b) shall be based on the PSIRA published rates for overtime/night work, public holidays or Sundays for un-armed security guards and shall only cover the additional costs associated with working overtime, working at night or working on a Sunday or public holiday. The basic rate shall be covered in item 6.2(a). This item will only be paid when the Employer's Project Manager or Agent has specifically requested work to be carried out during overtime, at night, or on a Sunday or public holiday, or if it has been agreed upon in advance between the Employer's Project Manager or Agent and the service provider. If the service provider chooses to work during these times for whatever reason without an instruction or a prior agreement, this item will not be paid.

6.2(c) PSIRA registered armed security guard as instructed or agreed. hour (hr)

The unit of measure for item 6.2(c) shall be the hour that the additional armed security guard(s) have worked and shall be measured from the time the person(s) arrives at their post until the time they leave. This item shall only be paid for additional security guards requested or instructed by the Employer's Project Manager or Agent or as agreed in advance between both parties. Security not agreed on in advance shall not be payable.

The tendered rate shall be based on the PSIRA published rates for the applicable grade and cover the cost of wages, transport to and from site, all personal protective equipment, any other costs, profit and mark up.

6.2(d) Extra Over 6.2(a) for armed security guards working overtime, night work, or on a Sunday or public holiday when instructed. hour (hr)

The tendered rate for 6.2(d) shall be based on the PSIRA published rates for overtime/night work, public holidays or Sundays for armed security guards and shall only cover the additional costs associated with working overtime, working at night or working on a Sunday or public holiday. The basic rate shall be covered in item 6.2(c). This item will only be paid when the Employer's Project Manager or Agent has specifically requested work to be carried out during overtime, at night, or on a Sunday or public holiday, or if it has been agreed upon in advance between the Employer's Project Manager or Agent and the service provider. If the service provider chooses to work during these times for whatever reason without an instruction or a prior agreement, this item will not be paid.

6.2(e) Security Plant and Equipment

The unit of measure for 6.2(e)(i) shall be the hour that each two-way radio is maintained on site. The tendered rate shall include the full costs of supplying the radio(s) to the guard(s) and all time and operating costs associated with maintaining the radios on site for effective communication. The number of radios per site shall be agreed upon in advance. The hours claimed shall match those of the security guards on site that have been allocated the radios.

The unit of measure for item 6.2(e)(ii) shall be the kilometre that the PSIRA registered armed response security patrol vehicle travels on site while patrolling the site. Travel to and from site shall not be included. The Active tracking system data shall be used as back-up for mileage claims.

The tendered rate shall include the full operating and fuel costs for patrolling the site. The cost shall exclude the driver costs, which shall be paid under the applicable items for security guards i.e. 6.2(a), (b), (c) and (d). This item shall only be paid for vehicles requested or instructed by the Employer's Project Manager or Agent or as agreed in advance between both parties. Vehicles not agreed on in advance shall not be payable.

The unit of measure for item 6.2(e)(iii) shall be the hour that the PSIRA registered armed response security patrol vehicle is on site while patrolling or standing the site as a security presence. Travel to and from site shall not be included in the hourly costs. The active tracking system data shall be used as back-up for time spent on site.

The tendered rate shall include the full compensation for the time associated costs have maintaining a security vehicle on the site whether patrolling or standing. The cost shall exclude the driver costs, which shall be paid under the applicable items for security guards i.e. 6.2(a), (b), (c) and (d). This item shall only be paid for vehicles requested or instructed by the Employer's Project Manager or Agent or as agreed in advance between both parties. Vehicles not agreed on in advance shall not be payable.

The onus will be on the Service Provider to ensure that the security company performs as specified to ensure the safety and security of their staff and equipment.

All additional security measures will be agreed upon before going to site. Any changes to this agreement shall be agreed to in writing before additional payment shall be made.

The Employer will cover the cost of additional security from the day work commences until the work on site as specified for each project is completed, or, until the completion date is reached. If the service provider completes the work late, the service provider will be responsible for the additional costs of security until the work on site is completed.

6.3 Haulage of materials to spoil in excess of 5km

- 6.3 (a) Haulage of materials to spoil in excess of 5km cubic meter kilometre (m³.km)

The unit of measure for 6.3(a) shall be the cubic meter kilometre of material that has been hauled away from site to a municipal landfill site for spoiling. The item will be measured by taking the distance from the centroid of the site to the nearest municipal landfill site, subtracting 5km from that distance and multiplying it by cubic meters of materials that have been removed from site. The materials volumes will be measured tight, in situ as per the authorised dimensions of the test pit or trench and the agreed upon material layer thicknesses of the materials being spoiled.

The tendered rate shall cover all the costs of plant, vehicles equipment and personnel required to haul and the materials in excess of the 5km free haul distance to the nearest landfill site for disposal including all cost for loading and unloading the materials as required.

- 6.3 (b) Prime Cost Sum for dumping fees at municipal landfill sites Prime Cost Sum (PC Sum)

The Prime Cost Sum (PC Sum) allowance in 6.3(b) is an allowance for the actual dumping fees incurred for spoiling at municipal landfill sites. This item will only be paid on submission of stamped/signed original dockets from the landfill site as proof of the fee paid. Only the proven actual amount charged by the landfill site will be reimbursed to the service provider. A register of vehicles taking materials from site must be kept and only dockets with the matching registration numbers will be considered for payment.

- 6.3 (c) Administrative costs, mark-up and profit in respect of item 6.3 (b) percent %

The unit of measure for item 6.3(c) shall be the percent of the actual cost incurred in item 6.3(b) and shall cover all administrative and overhead costs, mark-up and profit for incurring the dumping fees at landfill sites.

- 6.3(d) Haulage of commercial materials for reinstatement in excess of 20km
(granular and asphalt materials) cubic meter kilometre (m³.km)

The unit of measure for item 6.3(d) shall be the cubic meter kilometre of commercial materials imported to site from commercial sources. The item will be measured by taking the distance from the centroid of the site to the commercial supplier, subtracting 20km from that distance and multiplying it by cubic meters of materials that have been placed as specified. The materials volumes will be measured tight, in situ as per the authorised dimensions of the test pit or trench and the specified material layer thicknesses.

6.4 Cleaning of existing catch pits and manholes

- 6.4 (a) Cleaning by hand: catch pits and manholes cubic meter (m³)

- 6.4 (b) Mechanical cleaning: catch pits and manholes cubic meter (m³)

Due to limited maintenance teams, sometimes services catch pits or manholes has unwanted blockages. The service provider should price under this item to clean all catch pits and manholes to obtain the required measurements. The majority of this cleaning could be done by means of hand excavation and manual rodding, but some specialised machinery might be required in certain areas. The Contractor should familiarise himself with the area and its challenges in this regard to ensure correct pricing of this item.

The unit of measurement 6.4 (a) and (b) shall be the cubic metre of material cleaned from catch pits and manholes only where the catch pit/manhole is blocked and the required invert levels and internal diameter of any required service cannot be obtained. Mechanical cleaning shall only be used where hand cleaning is not possible.

The tendered rate shall include full compensation for all costs incurred for to the removal and cleaning of the catch pits/manholes.

6.5 Reinstatement of road-marking paint

- 6.5 (a) White, Yellow or Red lines (broken or unbroken) meter (m)
- 6.5 (b) White or Yellow lettering and symbols. square meter (m²)

The unit of measurement for applying the road-marking material for item 6.5 (a) shall be the length in meter, irrespective of line width, and shall include all costs incurred to complete the markings in accordance with the instructions of the Employer's Project Manager or Agent to specification.

The unit of measurement for applying the road-marking material for item 6.5 (b) will be the lettering, symbols, transverse lines, islands and arrestor bed markings shall be the square metre. The quantity to be paid for shall be the actual surface area of the lettering, symbols, transverse lines, islands and arrestor bed markings, and shall include all costs incurred to complete these markings in accordance with the instructions of the Employer's Project Manager or Agent to specifications.

The tendered rate for applying the road-marking material shall include full compensation for procuring and furnishing all material, including the retro-reflective beads and all necessary equipment, and for applying, protecting and maintenance as specified, including the setting out of lettering, symbols, transverse lines, islands and arrestor bed markings.

The selection of the appropriate road marking paint and materials for permanent road markings to ensure conformance with the requirements of this specification rests with the service provider. Such paint and material shall have technical characteristics (brightness, luminance, skid resistance, durability) equal to or greater than road marking paint and materials specified below:

(i) Road-marking paint

Road-marking paint shall be type 1 as specified in SANS 731-1. Only paint manufactured in a SANS approved and accredited facility shall be accepted. The no – pick-up time of road marking paint shall comply with the class 1 requirement in SANS 731-1.

Paint shall be delivered to site in sealed containers marked in accordance with SANS 731-1

The viscosity of the paint shall be such that it can be applied without being thinned down. Thinned down paint shall not be accepted.

(ii) Retro-reflective beads

Retro-reflective glass beads shall be applied to all markings as specified and shall comply with Class A beads in accordance with EN 1424. The beads shall be delivered to site in sealed bags, marked with the name of the manufacturer, the batch number and an inspection seal of SANS confirming that the beads form part of a lot tested by SANS and comply with the requirements of EN1242.

(iii) Application rate

Road-marking paint shall be applied at a nominal rate of 0.42 l/m² or as directed by the Employer's Project Manager or Agent.

Where retro-reflective paint is required, the retro-reflective beads shall be applied by means of a suitable machine in one continuous operation, immediately after the paint has been applied. The rate of application of the beads shall be 0.8 kg/l of paint or such other rate as may be directed by the Employer's Project Manager or Agent.

When an unbroken line and a broken line are being painted alongside each other the start and the end of the unbroken line shall be in line with the start of one broken line and the end of another broken line.

Item 7 Sums and Provisional Sums

The sum for item 7.1 shall cover all costs per project for meeting all the requirements in terms of the health and safety specification and the requirements in terms of the 2014 Occupational Health and Safety regulations. No Additional payments shall be made in terms of meeting the health and safety

requirements.

The sum for item 7.2 shall cover all costs per project for meeting all the requirements in terms of the Environmental specification. No Additional payments shall be made in terms of meeting the environmental requirements.

The provisional sum for item 7.3 is an allowance for the cost of testing undertaken by a commercial laboratory to ensure the trench and hole reinstatements meet the compaction specifications. The services of a commercial laboratory shall be procured through a competitive quotation system in line with the City's Supply Chain policy.

The unit of measure for item 7.3(b) shall be the percent of the actual cost incurred in item 7.3(a) and shall cover all administrative and overhead costs, the costs of obtaining the quotations for the work, mark-up and profit for appointing and pay for a commercial laboratory to carry out the required testing.

8 EMPLOYMENT OF SECURITY PERSONNEL

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

Security guards on site shall preferably not be armed, but will be in radio contact with nearby or designated armed response patrol vehicles.

Additional security arrangements will be discussed at each project start-up meeting and shall be agreed upon in advance of the project commencing. Should any changes to the agreed upon security be required during the execution of the works, this must be agreed upon in writing.

9. FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (**Annex 3**).
- b) B-BBEE Sub-Contract Expenditure Report (**Annex 4**).
- c) Joint Venture Expenditure Report (**Annex 5**).

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

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

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

The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the supplier's compliance with the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's/ consortium/ partnership compliance with the percentage contributions of the partners as tendered, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.

10. MEETINGS

Project start-up and briefing meeting will be held for every individual project allocated to the service providers to ensure the project brief is understood. This will include a site inspection. These meetings will be attended by the Key Staff and the service provider's project manager. Minutes for all meetings will be prepared by the service provider and to be submitted to the Employer's Project Manager or Agent within one week of the meeting.

The Employer's Project Manager or Agent is entitling to call ad-hoc progress and or performance meetings and performance meetings which will be attended by the Key Staff and service providers' project manager.

All costs relating the attending meetings and site inspections are deemed to be included in the tendered rates and no additional payment will be made for attending meetings.

11. WORKMANSHIP AND QUALITY CONTROL

The service provider shall procure the services of an independent commercial laboratory to carry out compaction testing on the trench and hole reinstatements.

Every trial hole shall have at least one density test per layer.

Every trial trench shall have a minimum of one density test per layer per lane. If slow lane or fast lane shoulders are wider than 1.5 m, these shall be considered to be a lane.

Density checks shall be carried out using a nuclear density gauge. Density check on completed Asphalt layers shall be carried out using a thin layer nuclear density gauge.

The workmanship on reinstatements within the road reserve shall carry a one year defects liability guarantee. Any defects such as shoving or rutting of asphalt, subsidence's, potholes, shear failures or any other defect occurring within one year of the reinstatement shall be repaired at the service provider's cost.

The service provider shall also be responsible for any public liability claims for damage to property or vehicles arising from reinstatements that have failed.

12. TIMEFRAMES FOR COMPLETION PER WORKS PROJECT

The following time frames shall be adhered to:

- | | | |
|----|--|---|
| a) | Application and receipt of wayleaves: | 6 weeks after receipt of Purchase Order |
| b) | Initial establishment on site: | 1 week after receipt of wayleaves |
| c) | Completion of Field work: | As stipulated in agreed works project |
| d) | Minutes of meetings | 1 week after meeting |
| e) | Completion of work item (field work) | |
| | <i>Timeframes of all sub-items below as stipulated in agreed timelines of specific works project</i> | |
| | (i) Completion of surveying work | |
| | (ii) Completion of scanning work | |
| | (iii) Completion of combined surveying/scanning work | |
| | (ii) Completion of reinstatement after destructive scanning; | |
| f) | Delivery of draft final deliverable: | 3 weeks after completion of field work |
| g) | Final deliverables: | 1 week after client feedback on draft. |

Any work done before the receipt of the Purchase Order will be on the Service Provider's own risk.

Completion of field work includes the back filling and reinstatement and of all excavations to the required specification.

Penalties for late completion of the listed items above will be applied in terms of the Special Conditions of Contract (clause 22).

Any extensions of time on the above timeframes will be dealt with in terms of clause 21 of the Special Conditions of Contract

It should be noted that the following documentation should be completed and submitted with the monthly invoice before any payment will be made:

- Project Labour Report including all relative documentation (EPWP contracts, payment info, etc.)
- B-BBEE Sub-Contract Expenditure Report
- OH&S information and reports
- Joint Venture Expenditure Report
- Any applicable monthly invoices from sub-contractors

SECTION E: ENVIRONMENTAL MANAGEMENT SPECIFICATION

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E: ENVIRONMENTAL MANAGEMENT SPECIFICATION

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

E1 SCOPE

The Environmental Management Programme (EMP) for the project is comprised of this Environmental Management (EM) Specification and its Annexures, including the "Additional environmental issues deemed to form part of the Environmental Management Specification" attached as Annexure D hereto, which together cover the requirements for controlling the impact on the environment of construction activities.

E2 INTERPRETATIONS**E2.1 Supporting specifications**

None

E2.2 Application

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

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

E2.3 Definitions and abbreviations

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

E2.3.1 Environment

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

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

E2.3.2 Potentially hazardous substance

A substance which, in the reasonable opinion of the Employer's project Manager or Agent, can have a deleterious effect on the environment.

E2.3.3 Method Statement

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

E2.3.4 Reasonable

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

E2.3.5 Solid waste

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

E2.3.6 Contaminated water

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

E2.3.7 Working area

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

E2.3.8 Contractor's camp or construction camp

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

E2.3.9 Employer's Project Manager or Agent

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

E2.3.10 Employer's Project Manager or Agent's Representative (ER)

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

E2.3.11 Environmental Officer (EO)

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

E2.3.12 Environmental Control Officer (ECO)

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

E2.3.13 Environmental Site Officer (ESO)

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

E2.3.14 Abbreviations

The following abbreviations occur in this EM Specification:

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

E2.4 Employer's Project Manager or Agent's authority to delegate

In terms of Clause 3.2.4 of the General Conditions of Contract, Third Edition, 2015 (GCC 2015), the Employer's Project Manager or Agent has the authority to appoint a representative. Other than the Employer's Project Manager or Agent's Representative (ER) in terms of Clause 3.2, this can be in the form of an Environmental Officer (EO), who shall be responsible for monitoring compliance with the EMP. All instructions given by the EO shall go through the ER, who will then convey these to the Contractor, except in the case of an environmental emergency, in which case the EO can issue an instruction directly to the Contractor. An environmental emergency is one which, in the opinion of the EO, would cause serious environmental harm if not addressed immediately.

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

- a) The ER may work together with an EO; or
- b) There may be an ER only (for construction projects with low potential for causing significant environmental impacts). In this case the ER has responsibility for the EO's functions.
- c) There may be an independently appointed Environmental Control Officer (ECO) who will fulfil essentially the same functions as the EO. The ECO may work with just the ER (if there is no EO) or may work with both the ER and EO.

The term "Employer's Project Manager or Agent" in this EM Specification refers to the Employer's Project Manager or Agent as defined in Clause E2.3.9 acting through the ER/EO/ECO as delegated.

E3 MATERIALS**E3.1 Materials handling, use and storage**

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

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

All manufactured and or imported materials shall, where reasonably possible, be stored within the Contractor's camp and, if so required by the Employer's Project Manager or Agent, out of the rain. The location and method of protection of such materials stored outside of the Contractor's camp and the method of rehabilitation of these areas, shall be subject to the Employer's Project Manager or Agent's approval.

Stockpile areas shall be approved by the Employer's Project Manager or Agent before any stockpiling commences.

E4 Hazardous substances

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

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

facility. **PLANT** (referring to “Construction Equipment” as defined in GCC 2015, and the Contractor’s facilities as used in SANS 1200A)

E4.1 Fuel (petrol and diesel) and oil

E4.1.1 Storage

If fuel and oil is to be stored on Site, then the Contractor shall submit a Method Statement covering the procedures for dealing with accidental hydrocarbon spillage and leaks, and detailing how these liquids will be stored, handled and disposed of.

The Employer’s Project Manager or Agent shall approve the location of all fuel storage areas. All necessary approvals with respect to fuel storage and dispensing shall be obtained from the appropriate authorities. Symbolic safety signs depicting “**No Smoking**”, “**No Naked Lights**” and “**Danger**” conforming to the requirement of SANS 1186 are to be prominently displayed in and around the fuel storage area. There shall be adequate fire-fighting equipment at the fuel storage area.

The Contractor shall ensure that all liquid fuels and oils are stored in tanks with lids, which are kept firmly shut and adequately secured. The capacity of the tank shall be clearly displayed and the product contained within the tank clearly identified using the emergency information system detailed in SANS 0232 part 1. Fuel storage tanks shall have a capacity not exceeding 9000 litres and shall be kept on site only for as long as fuel is needed for construction activities, on completion of which they shall be removed.

The tanks shall be situated on a smooth impermeable base with an earth bund. The volume inside the bund shall be 110% of the total capacity of the largest storage tank. The base may be constructed of concrete, or of plastic sheeting with impermeable joints, covered by a layer of compacted earth to protect the sheeting. The impermeable lining shall extend to the crest of the bund. The floor of the storage area shall be sloped to enable any spilled fuel and/or fuel-contaminated water to be removed easily.

If any rainwater collects in the bunded areas, it shall be promptly removed and taken off Site to a disposal site approved by the Employer’s Project Manager or Agent.

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

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

E4.1.2 Refuelling

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

E4.1.3 Treatment and remediation

Treatment and remediation of hydrocarbon spill and leak areas shall be undertaken to the satisfaction of the Employer’s Project Manager or Agent. In the event of a hydrocarbon spill the source of the spillage shall be isolated and the spillage contained.

E4.2 Ablution and toilet facilities

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

The Contractor shall provide ablution facilities for all personnel employed on the Site, including shelter, toilets and washing facilities. The Contractor’s personnel will not be permitted to use the City’s ablution facilities.

TENDER NO:

Toilet facilities provided by the Contractor shall occur in a ratio of not less than 1 toilet per 30 workers (1:15 is preferred) of each sex. Toilet facilities shall be located within the Contractor's camp, but also at work areas remote from the camp, all to the satisfaction of the Employer's Project Manager or Agent. All portable toilets shall be adequately secured to the ground to prevent them toppling over as a result of wind or any other cause.

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

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

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

E4.3 Eating areas

The Contractor shall designate eating areas within the approved Contractor's camp. The feeding of, or leaving of food for, animals is strictly prohibited. Sufficient bins, as specified in Clause E4.4 below, shall be present in these areas.

Any cooking on Site shall be done on well-maintained gas cookers with fire extinguishers present. No open fires for cooking purposes shall be permitted, unless for occasional use in facilities specifically provided for this purpose and within the confines of the Contractor's camp.

E4.4 Solid waste management**E4.4.1 Litter and refuse**

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

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

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

E4.4.2 Construction waste

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

E4.5 Contaminated water management

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

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

TENDER NO:

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

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

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

E4.6 Site structures

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

E4.7 Lights

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

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

E4.8 Workshop, equipment maintenance and storage

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

The Contractor shall ensure that in those areas where, after obtaining the Employer's Project Manager or Agent's approval, the Contractor carries out emergency or minor routine plant maintenance, there is no contamination of the soil, water sources or vegetation. Drip trays to collect waste oil and other lubricants shall be provided in any areas of the Site where such maintenance takes place. Drip trays must be emptied regularly and after rain, and the contents disposed of at a licensed disposal facility.

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

The washing of vehicles and plant on Site shall be restricted to emergency or minor routine maintenance requirements only. Washing may only be undertaken in areas designated by the Employer's Project Manager or Agent.

E4.9 Noise

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

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

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

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

E5 CONSTRUCTION**E5.1 Method Statements**

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

TENDER NO:

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

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

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

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

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

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

E5.1.1 Method Statements to be provided within 14 days from the Commencement Date

- a) Layout and Preparation of Contractor's Camp (E5.4).
- b) Ablution Facilities: number of, location, cleaning, method of securing to the ground, etc. of portable toilets (E4.2).
- c) Solid Waste Management: number of, type, location, cleaning, method of securing to the ground, etc. of bins (E4.4).
- d) Environmental Awareness Training: logistics for the environmental awareness courses for all the Contractor's management staff, as well as other employees (E5.2).
- e) Emergency Procedures for Accidental Hydrocarbon Leaks and Spillages (E4.1 and E5.8).
- f) Asphalt and Bitumen: details of all methods and logistics associated with the use of bitumen and asphalt (E5.11).

E5.2 Environmental Awareness Training

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

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

E5.2.1 Training Course for Management and Foremen

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

E5.2.2 Training Course for Site Staff and Labour

The environmental awareness training course for site staff and labour shall be presented by the Contractor from material provided by the Employer's Project Manager or Agent. The course shall be approximately one-hour long. The course shall be undertaken not later than 3 working days after the commencement of work on Site, with sufficient sessions to accommodate all available personnel.

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

E5.3 Contractor's Environmental Representative (ESO)

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

E5.4 Site division, demarcation and "no go" areas

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

The Contractor shall erect and maintain permanent and/or temporary fences of the type and in the locations specified elsewhere in the Scope of Work or on the drawings. Such fences shall, if so specified, be erected before undertaking any construction activities.

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

A Method Statement detailing the layout and method of establishment of the Contractor's camp (including all offices, shelters, eating areas, storage areas, ablution facilities and other infrastructure required for the running of the project) shall be provided.

E5.5 Access routes/ haul roads

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

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

E5.6 Construction personnel information posters

The Contractor shall erect and maintain information posters for the information of his employees, depicting actions to be taken to ensure compliance with aspects of the EM Specification. A2 information posters, printed on white vinyl, shall be erected at the eating areas and any other locations specified by the Employer's Project Manager or Agent.

TENDER NO:

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

E5.7 Fire control

Other than for cooking purposes as specified in Clause E4.3, no fires may be lit on Site. Any fires which occur shall be reported to the Employer's Project Manager or Agent immediately. .

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

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

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

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

The Contractor shall be liable for any costs relating to the rehabilitation of burnt areas, should the fire be the result of the Contractor's activities on Site

The Contractor shall submit a Method Statement to the Employer's Project Manager or Agent covering the procedure to be followed in the event of a fire.

E5.8 Emergency procedures

The Contractor's attention is drawn to the Method Statements required in terms of Clauses E4.1 and E5.7 above. Such Method Statements shall include procedures to be followed by the Contractor in the event of an emergency.

Furthermore, in the event of an emergency the Contractor shall contact the City of Cape Town's Emergency Call Centre by telephoning 107 or 021 480 7700 (from a cell phone). Telephone numbers of emergency services, including the local firefighting service, shall be posted conspicuously in the Contractor's office near the telephone.

E5.9 Health and safety

The Contractor shall comply with requirements of the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations, 2014, the Health and Safety Specification and relevant clauses of GCC 2015, insofar as health and safety is concerned.

E5.10 Community relations

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

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

E5.11 General protections in terms of the National Heritage Resources Act, 25 of 1999

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

E5.12 Protection of natural features

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

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

E5.13 Protection of flora and fauna

*

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

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

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

E5.14 Erosion and sedimentation control

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

Any runnels or erosion channels developed during the construction period or during the vegetation establishment period shall be backfilled and compacted, and the areas restored to a proper condition. Stabilisation of cleared areas to prevent and control erosion shall be pro-actively managed by the Contractor. The method of stabilisation shall be determined in consultation with the Employer's Project Manager or Agent.

E5.15 Aesthetics

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

E5.16 Temporary site closure

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

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

E5.17 Asphalt and bitumen

Bitumen drums/products, if stored on Site, shall be stored in an area approved by the Employer's Project Manager or Agent. This area shall be indicated on the Method Statement for the Layout and Preparation of the Contractor's Camp. The storage area shall be constructed with an appropriate base, bunding and sump to the satisfaction of the Employer's Project Manager or Agent. A Method Statement shall be provided in this regard.

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

E5.18 Dust

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

E5.19 Contractor's advertising signage

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

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

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

Branding or identification markings on the Contractor's and subcontractor's vehicles and equipment is generally permitted, although the Employer reserves the right to instruct, via the Employer's Project Manager or Agent, the removal, covering or re-sizing of any branding, markings or signage, on any equipment (scaffolding, for example), which it considers inappropriate in the environment in which it is placed.

No third party advertising (that is, in respect of any person, business or product that is not associated with the Works) shall be permitted anywhere on the Site or Works.

E5.20 Clearance of Site on completion

On completion of the Works, and at final completion when all defects have been remedied or corrected, the Contractor shall, in addition to the requirements for clearance of the Site in terms of the Contract, ensure that he has complied with the following requirements in terms of this EM Specification:

E5.20.1 Clause E3.1

Clean-up of improperly secured transported materials, and rehabilitation of storage areas.

E5.20.2 Clause E4.1.3

Remediation of hydrocarbon spill and leak areas.

E5.20.3 Clause E4.4

Disposal of litter, refuse and Contractor's waste.

E5.20.4 Clause E5.4

Removal of temporary fences and Contractor's camp.

E5.20.5 Clause E5.5

Repair of access roads damaged by the Contractor, and rehabilitation of temporary access routes.

E5.20.6 Clause E5.7

Rehabilitation of burnt areas should a fire be the result of Contractor's activities on Site.

E5.20.7 Clauses E5.11 to 5.13

Rehabilitation of heritage and natural features, including vegetation which is damaged or disturbed, which required protection in terms of these clauses.

E5.20.8 Clause E5.14

Rectification where erosion and/or sedimentation has occurred due to the fault of the Contractor .

E5.20.9 Clause E5.19

Removal of Contractor's advertising signage.

E6 TOLERANCES**E6.1 Fines**

Environmental management is concerned not only with the final results of the Contractor's operations, but also with the control of how these operations are carried out. Tolerance with respect to environmental matters applies not only to the finished product, but also to the standard of the day-to-day operations required to complete the Works.

It is thus required that the Contractor shall comply with the EM Specification on an on-going basis and any failure on his part to do so will entitle the Employer's Project Manager or Agent to certify the imposition of a fine. Fines may be issued per incident at the discretion of the Employer's Project Manager or Agent. Such fines will be issued in addition to any remedial costs incurred as a result of non-compliance with the environmental specifications. The Employer's Project Manager or Agent will inform the Contractor of the contravention and the amount of the fine, and will deduct the amount from monies due in payment certificates issued under the Contract.

Maximum fines for the following transgressions by either the Contractor and/or his sub-contractors may be imposed by the Employer's Project Manager or Agent, as follows:

	Maximum fine per incident
a) Vehicles, plant or materials related to the Contractor's operations, parked or stored outside the demarcated boundaries of the Site.	R 2 000
b) Persons, vehicles, plant or materials related to the Contractor's operations, found within the designated boundaries of a "no go" area.	R 4 000
c) Persistent and unrepaired oil leaks from machinery/not using a drip tray to collect waste oil and other lubricants/not using specified absorbent material to encapsulate hydrocarbon spillage/using inappropriate methods of refuelling (the use of a funnel rather than a pump).	R 3 000
d) Refuelling in areas not approved by the Employer's Project Manager or Agent.	R 3 000
e) Litter on Site.	R 1 000
f) Deliberate lighting of fires on Site.	R 5 000
g) Individual not making use of the Site ablution facilities.	R 1 000
h) Damage to trees not specified to be removed.	R 5 000
i) Dust or excessive noise emanating from the site	R 1 000
j) Not containing water contaminated with pollutants such as cement, concrete, fuel, etc.	R 2 000

For each subsequent similar offence the fine shall be doubled in value to a maximum value of R50 000.

E7 TESTING

Not applicable to this tender.

E8 MEASUREMENT AND PAYMENT

E8.1 Basic principles

Except where separate pay items have been measured in the Bills of Quantities, all costs in respect of complying with the EM Specification are deemed to be covered by the sum tendered for complying with the EM Specification.

TENDER NO:

ANNEXURE E: A: ENVIRONMENTAL METHOD STATEMENT

CONTRACT:.....

DATE:.....

PROPOSED ACTIVITY (give title of method statement and reference number from the EMP):

--

WHAT WORK IS TO BE UNDERTAKEN (give a brief description of the works - attach extra information to ensure accurate description given):

--

WHERE THE WORKS ARE TO BE UNDERTAKEN (where possible, provide an annotated plan and a full description of the extent of the works):

--

START AND END DATE OF THE WORKS FOR WHICH THE METHOD STATEMENT IS REQUIRED:

Start Date:

End Date:

HOW THE WORKS ARE TO BE UNDERTAKEN (provide as much detail as possible, including annotated sketches and plans where possible):

Note: please give too much information rather than too little. Please ensure that issues such as emergency procedures, hydrocarbon management, wastewater management, access, individual responsibilities, materials, plant used, maintenance of plant, protection of natural features, etc. are covered where relevant

DECLARATIONS**1) EMPLOYER'S PROJECT MANAGER OR AGENT'S REPRESENTATIVE/ENVIRONMENTAL OFFICER/ENVIRONMENTAL CONTROL OFFICER**

The work described in this Method Statement, if carried out according to the methodology described, appears to be satisfactorily mitigated to prevent avoidable environmental harm:

(signed)

(print name)

Dated: _____

2) CONTRACTOR

I understand the contents of this Method Statement and the scope of the works required of me. I further understand that this Method Statement may be amended on application to other signatories and that the Employer's Project Manager or Agent's Representative/Environmental Officer/Environmental Control Officer will audit my compliance with the contents of this Method Statement. I understand that this method statement does not absolve me from any of my obligations or responsibilities in terms of the Contract.

(signed)

(print name)

Dated: _____

3) EMPLOYER'S PROJECT MANAGER OR AGENT

The works described in this Method Statement are approved.

(signed)

(print name)

(designation)

Dated: _____

TENDER NO:

ANNEXURE E: B: ENVIRONMENTAL SITE INSPECTION CHECKLIST

To be submitted to the Employer's Project Manager or Agent once a week
















CONTRACT:.....

DATE:.....

ENVIRONMENTAL ASPECT	YES/ NO (✓ or X)	COMMENTS
• All new personnel on Site are aware of the contents of the EMP and have been through the environmental awareness course.		
• Contractor's camp is neat and tidy and the labourers' facilities are of an acceptable standard.		
• Sufficient and appropriate firefighting equipment is visible and readily available in the appropriate places.		
• Waste control and removal system is being maintained.		
• Fences are being maintained.		
• Drip trays are being utilised where there is a risk of spillage.		
• Bunded areas/drip trays are being emptied on a regular basis (especially after rain).		
• No leaks are visible from construction vehicles.		
• Refuelling of vehicles and plant occurs within designated areas, and appropriate refuelling apparatus and drip trays are being used.		
• "No go" areas, natural features, vegetation, etc. have not been damaged.		
• Dust control measures (if necessary) are in place and are effectively controlling dust.		
• Noise control measures (if necessary) are in place and are working effectively.		
• Erosion and sedimentation control measures (if necessary) are in place and are controlling effectively.		
• Material stockpiles are located within the boundary of the Site and are protected from erosion.		
• Other		

Completed by:.....

Signed:.....

ENVIRONMENTAL MANAGEMENT DO'S AND DON'TS			
	Workers & equipment must stay inside the site boundaries at all times		Use the toilets provided Report full or leaking toilets
	Do not swim in or drink from streams Do not throw oil, petrol, diesel, concrete or rubbish in the stream Do not work in the stream without direct instruction Do not damage the banks or vegetation of the stream		Only eat in demarcated eating areas Never eat near a river or stream Put packaging & leftover food into rubbish bins
	Protect animals on the site Ask your supervisor or Contract's Manager to remove animals found on site		Do not litter - put all rubbish (especially cement bags) into the bins provided Report full bins to your supervisor The responsible person should empty bins regularly
	Do not damage or cut down any trees or plants without permission Do not pick flowers		Always keep to the speed limit Drivers - check & report leaks Ensure loads are secure & do not spill
	Put cigarette butts in a rubbish bin Do not smoke near gas, paints or petrol Do not light any fires without permission Know the positions of fire fighting equipment Report all fires Do not burn rubbish or vegetation without permission		Know all the emergency phone numbers
	Work with petrol, oil & diesel in areas marked for this Report any petrol, oil & diesel leaks or spills Use a drip tray under vehicles & machinery Empty drip trays after rain & do not throw this water into a river		Fines of between R1000 and R5000 Removal from site Construction may be stopped
	Try to avoid producing dust - wet dry ground & soil		Report any breaks, floods, fires, leaks and injuries to your supervisor Ask questions!
	Do not make loud noises around the site, especially near schools and homes Report or repair noisy vehicles		

TENDER NO:

**ANNEXURE E: D: ADDITIONAL ENVIRONMENTAL ISSUES DEEMED TO FORM PART OF THE
ENVIRONMENTAL MANAGEMENT PROGRAMME**

Listed below are issues pertaining to the environment that form part of the Contract Document. The clause references relate to the **General Conditions of Contract for Construction Works, Third Edition, 2015 (GCC 2015)**. They are listed here to emphasise that they form part of the environmental considerations and requirements for this project. They must be read together with any Contract Specific Data referring thereto in Part C1.2 Contract Data. The comments made below on the various issues are to be taken as explanatory, in so far as environmental matters are concerned, and do not modify the clauses in any way.

1. Monitoring

Clause 3.1.1 makes provision for the Employer's Project Manager or Agent to administer the Contract in accordance with the provisions of the Contract, including the monitoring of any environmental variables.

2. Health and safety

Clauses 3.1.4, 4.3.1, 4.3.2 and 4.10.1 remind the Contractor of his obligations in terms of the Occupational Health and Safety Act (No. 85 of 1993) and Construction Regulations 2003.

Clause 5.7 of SANS 1200A reinforces these requirements through the observation of proper and adequate safety arrangements.

3. Employer's Project Manager or Agent's authority to delegate

Clause 3.2.4 gives the Employer's Project Manager or Agent the authority to appoint a representative to act as the Environmental Officer (EO) for the Contract. The EO, who shall be responsible for monitoring compliance with the EMP, may be the Employer's Project Manager or Agent's Representative or any other person accountable to the Employer's Project Manager or Agent.

4. Employer's Project Manager or Agent's instructions

Clause 4.2.1 requires that the Contractor comply with the Employer's Project Manager or Agent's instructions on any matter relating to the Works. Moreover, Clause 4.2.2 ensures that the Contractor only takes instructions from the Employer's Project Manager or Agent, the Employer's Project Manager or Agent's Representative or a person authorised by the Employer's Project Manager or Agent in terms of Clause 3.2.4.

5. Compliance with applicable laws

Clause 4.3.1 requires that the Contractor comply with all applicable laws, regulations, etc. in fulfilling the Contract.

6. Protection of fossils, etc.

Clause 4.7.1 requires the Contractor to take reasonable precautions to prevent any person from damaging, *inter alia* anything of geological or archaeological interest, and requires that he inform the Employer's Project Manager or Agent and follows any instructions issued in this regard.

7. Housing, food and transport

Clause 4.10.1 requires the Contractor to make his own arrangements for payment, housing, feeding and transport for his employees, provided that if he uses any part of the Site for such purposes he shall obtain the Employer's Project Manager or Agent's prior approval.

Clause 4.2 of SANS 1200A further requires that facilities provided comply with local authority regulations and are maintained in a clean and sanitary condition.

8. Competent employees

Clause 4.11.1 requires that all persons employed on Site are careful, competent, and efficient. These attributes embrace knowledge of the environmental matters and issues dealt with in the EMP.

9. Removal from Site

Clause 4.11.2 makes provision for the Employer's Project Manager or Agent to instruct the removal from the Works and Site of any person who is guilty of misconduct, or is incompetent or negligent, or is an undesirable presence on Site.

Clause 7.1.1 requires that all Construction Equipment be in good working order. Accordingly, the Employer's Project Manager or Agent may order that any Construction Equipment not complying with the environmental specifications be removed from Site.

10. Unacceptable documentation

Clauses 5.3.1 and 5.3.2 require the Contractor to provide documentation required before commencement with Works execution, failing which the Employer may terminate the Contract. Such documentation includes the Protection of the Environment Declaration provided for in the Contract Document.

11. Programme and Method Statements

Clause 5.6.1 makes provision for the Employer's Project Manager or Agent to request the programmes for carrying out the Works.

Clause 5.6.2 makes provision for the Employer's Project Manager or Agent to request statements from the Contractor for the entire scope of the work. In the case of the environmental specifications, these would be submitted as Method Statements.

12. Hours of operation

Clause 5.8.1 restricts the Contractor's hours of operation to between sunrise and sunset on working days (usually from Monday to Saturday), unless, *inter alia*, permitted by the Employer's Project Manager or Agent in writing.

Clause 5.7.2 further requires that in the event that permission is granted for night work, then such work shall be carried out without excessive noise and disturbance.

13. Suspension of Works

Clause 5.11.1 enables the Employer's Project Manager or Agent to suspend the progress of the Works or any part thereof, which may be as a result of some default or breach of the Contract on the part of the Contractor.

14. Site clean-up

Clause 5.15.1 requires that, on completion of the Works, the Contractor shall clear away and remove from the Site all Construction Equipment, surplus materials, rubbish and Temporary Works of every kind and leave the whole of the Site and Works clean and in a safe condition. All streams and watercourses shall be restored to the condition as at the commencement of the Works. Should the Contractor fail to do the work upon notice from the Employer's Project Manager or Agent, the Employer may in terms of Clause 7.8.3, employ others to carry out the work and recover the cost of doing so from the Contractor.

15. Access to the Works

Clause 7.3.1 makes provision for the Employer's Project Manager or Agent to authorise the Environmental Officer (EO) to have access to the Works and Site.

16. Pollution prevention and interferences

Clause 8.1.2 requires that all operations necessary for the execution of the Works be carried out so as not to cause unnecessary noise or pollution, or to interfere unnecessarily or improperly with public services, or the access to, use and occupation of public or private roads and footpaths or properties.

Clause 5.6 of SANS 1200A further requires the Contractor to minimise dust nuisance and pollution of streams and inconvenience to or interference with the public.

17. Dust

Clause 8.1.2 requires that all operations necessary for the execution of the Works be carried out so as not to cause unnecessary pollution.

Clause 5.6 of SANS 1200A requires that the Contractor take all reasonable measures to minimise any dust nuisance.

18. Noise

Clause 8.1.2 requires that all operations necessary for the execution of the Works be carried out so as not to cause unnecessary noise.

Clause 4.1 of SANS 1200A requires that when working in built-up areas, the Contractor shall provide and use suitable and effective silencing devices for pneumatic tools and other plant that would otherwise cause a noise level exceeding 85dB.

19. Protection of existing environment

Clause 8.1.3 requires that the Contractor uses every reasonable means to prevent any roads or bridges to or in the vicinity of the Site being subjected to damage by excessive loads, or disruption due to excessive traffic, occasioned by his transport arrangements.

20. Reinstatement

Clauses 8.2 and 8.4 make provision for the Contractor to repair and make good any damage to the Works in his care (other than "excepted risks"), and bear any costs associated with such reinstatement.

21. Reporting accidents

Clause 8.5.1 requires the Contractor to report to the Employer's Project Manager or Agent every occurrence on the Site which causes environmental damage.

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- H9.20 Electrical installations and machinery (CR 24)
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- H9.23 Overhead work (CR 27(g))
- H9.24 Confined spaces
- H9.25 Other hazards...

H: HEALTH AND SAFETY SPECIFICATION**H1 DEFINITIONS**

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

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

H2 SCOPE

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

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

H3 INTERPRETATION

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

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

H4 GENERAL REQUIREMENTS

The Contractor shall:

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

H5 ADMINISTRATION**H5.1 Application for construction work permit**

Not applicable.

H5.2 Notification of intention to commence construction work

The Contractor shall notify the Provincial Director of the Department of Labour in writing using the pro forma contained in Annexure 2 of the Construction Regulations, 2014 before construction work commences, and retain a copy of such notification in the health and safety file, if such work will:

- a) include excavation work;
- b) include working at a height where there is a risk of falling;

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

H5.3 Occupational Health and Safety Agreement

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

H5.4 Good standing with the Compensation Fund or a licensed compensation insurer

The Contractor shall provide the Employer's Project Manager or Agent with a letter of good standing from the Compensation Commissioner or a licensed compensation insurer before the commencement of the Works on Site.

H5.5 Emergency procedures

The Contractor shall submit for acceptance to the Employer's Project Manager or Agent a health and safety emergency procedure, which includes but is not limited to fire, spills, accidents and exposure to hazardous substances, which:

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

The Contractor shall within 24 hours of an emergency taking place notify the Employer's Project Manager or Agent in writing of the emergency and briefly outline what happened and how it was dealt with.

H5.6 Health and safety file

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

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

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

H5.7 Health and safety committee

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

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

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

H5.8 Inspections, formal enquires and incidents

The Contractor shall inform the Employer's Project Manager or Agent:

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

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

The Contractor shall investigate all incidents and issue the Employer's Project Manager or Agent with copies of such investigations.

H5.8 Personal protective equipment and clothing

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

H6 APPOINTMENTS

H6.1 Appointment of construction manager

The Contractor shall, prior to commencing the Works on Site, appoint a full-time competent person as the construction manager, with the duty of managing all construction work on a single site, including the duty of ensuring occupational health and safety compliance. In the absence of the construction manager an alternative must be appointed by the Contractor.

The Contractor may, having considered the size of the project, appoint, in writing, one or more assistant construction managers for different sections thereof.

No construction manager may manage any construction work on or in any construction site other than the Site in respect of which he or she has been appointed.

H6.2 Appointment of construction supervisor, and health and safety officers

The construction manager shall appoint a competent employee(s) in writing as the construction supervisor(s) for the Site, who will be responsible for construction activities and ensuring occupational health and safety compliance on the construction site. The Contractor may, having considered the size of the project, appoint, in writing, one or more competent employees to assist the appointed construction supervisor(s).

The Contractor may, having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the Site, appoint a full-time or part-time construction health and safety officer in writing, who has in the Contractor's opinion the necessary competencies and resources, to assist the Contractor in the control of all health and safety related aspects on the Site.

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

H6.3 Other competent persons

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

- a) temporary works operations;
- b) excavation work;
- c) demolition work;
- d) scaffolding work operations;
- e) suspended platform work operations;
- f) rope access work;
- g) material hoists;
- h) operation of bulk mixing plant;
- i) explosive activated fastening device;
- j) cranes;
- k) construction vehicles and mobile plant (equipment);
- l) the stacking and storage of articles on the Site; and
- m) fire equipment.

The Contractor shall appoint in writing competent persons to:

- n) induct employees in health and safety; and
- o) prepare a fall protection plan.

H6.4 Health and safety representative(s)

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

H7 EMPLOYER'S HEALTH AND SAFETY AGENT

The Employer's Health and Safety Agent shall:

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

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

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

H8 CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT

H8.1 General

The Contractor shall with respect to the Site and the construction works that are contemplated:

- a) cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;
- b) evaluate the risks associated with such work constituting a hazard to the health and safety of such employees and the steps that need to be taken to comply with the OHS Act; and
- c) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

The Contractor shall ensure that:

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

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

H8.2 Risk

assessment

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

- a) identify the risks and hazards to which persons may be exposed to;
- b) analyse and evaluate the identified risks and hazards based on a documented method;
- c) document a plan of safe work procedures, including the use of any personal protective equipment or clothing and the undertaking of periodic "toolbox talks" or inductions before

- undertaking hazardous work, in order to mitigate, reduce or control the risks and hazards that have been identified;
- d) provide a monitoring plan; and
- e) provide a review plan.

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

The Contractor must review the relevant risk assessment -

- f) where changes are effected to the design and or construction that result in a change to the risk profile; or
- g) when an incident has occurred.

H8.3 Health and safety plans

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

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

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

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

The Contractor shall discuss the submitted health and safety plan with the Employer's Health and Safety Agent, modify such plan in the light of the discussions and resubmit the modified plan for approval.

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

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

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

H8.4 Responsibilities towards employees and visitors

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

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

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

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

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

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

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

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

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

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

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

H8.5 Subcontractors

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

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

H8.6 Work permits and wayleaves

The Contractor shall be responsible for obtaining all the wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall abide by the safety conditions imposed by such wayleaves, permissions or permits. No destructive work shall take place before wayleaves is in place.

H8.7 Access to the Site

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

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

H8.9 First aid and emergency procedures

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

The Contractor shall ensure, where there are more than 10 employees employed on the Site, that for every group of up to 50 employees at that workplace at least one person is readily available during normal working hours who is in possession of a valid certificate of competency in first aid.

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

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

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

H8.10 Housekeeping

The Contractor shall ensure, *inter alia*, that suitable housekeeping is continuously implemented on the Site, including provision for the:

- a) removal of scrap, waste and debris, and materials which are no longer required for use, at appropriate intervals (in accordance with Construction Regulation 27); and
- b) proper stacking and storage of materials and equipment (in accordance with Construction Regulations 27 and 28).

H8.11 Fire precautions

The Contractor shall ensure that all appropriate measures are taken to minimise the risk of fire and that appropriate procedures and equipment are in place to deal with the event of a fire, all in accordance with Construction Regulation 29 and the Environmental Management Specification in Part C3.5 of the Scope of Work.

H8.12 Facilities for workers

The Contractor shall provide ablution facilities and eating areas all as specified in the Environmental Management Specification in Part C3.5 of the Scope of Work.

H9 GENERAL HAZARDS AND RISKS APPLICABLE TO WORK REQUIRED IN TERMS OF THIS TERM TENDER**H9.1 Existing Site conditions****H9.2 Information provided by the designer (CR 6(1))****H9.3 Environmental hazards****H9.4 Traffic hazards****H9.5 Construction materials (hazardous substances)****H9.6 Fall protection (working at heights) (CR 10)****H9.7 Structures (CR 11)****H9.8 Temporary works (CR 12)****H9.9 Excavation work (CR 13)****H9.10 Demolition work (CR 14)**

- H9.11 Tunneling (CR 15)**
- H9.12 Scaffolding (CR 16)**
- H9.13 Suspended platforms (CR 17)**
- H9.14 Rope access work (CR 18)**
- H9.15 Material hoists (CR 19)**
- H9.16 Bulk mixing plant (CR 20)**
- H9.17 Explosive actuated fastening device (CR 21)**
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- H9.20 Electrical installations and machinery (CR 24)**
- H9.21 Flammable liquids (CR 25)**
- H9.22 Water environments (CR 26)**
- H9.23 Overhead Work (CR 27(g))**
- H9.24 Confined spaces**

SECTION 13 ANNEXURES

ANNEXURE A: GUIDELINES AND STANDARD CONDITIONS FOR WORK IN THE VICINITY OF ELECTRICITY SERVICES

ANNEXURE B: CITY OF CAPE TOWN AREA MAP

ANNEXURE C: SURVEY ACCURACIES

ANNEXURE D: TRAFFIC ACCOMMODATION LAYOUTS

**ANNEXURE A: GUIDELINES AND STANDARD CONDITIONS FOR WORK IN THE VICINITY OF
ELECTRICITY SERVICES**

TENDER NO:

TENDER NO:

CITY OF CAPE TOWN			ELECTRICITY
Document	STANDARD	Reference	
Subject	Guidelines and standard conditions for work in the vicinity of electricity services	Revision	Draft 8 May 2012
Compiled by		Review	2 years from approval
Functional area	GENERAL		
Approved			
	Director (Electricity)	Date	

TENDER NO:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PAGE` NO</u>
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1 OBJECTIVE

The objective of this document is to provide guidelines and standard conditions for all work carried out in the vicinity of the Electricity Directorate's electricity services.

2 SCOPE

These guidelines and standard conditions apply to all work carried out in the vicinity of electricity services belonging to the City of Cape Town.

3 REFERENCE/RELATED DOCUMENTS

3.1 National: Occupational Health and Safety Act 85 of 1993.

3.2 Corporate: Nil.

3.3 Service: City of Cape Town Electricity Supply Bye-law 2004.

4 DEFINITIONS

'Contractor' means anyone who carries out any work above or below ground where electricity services may be present regardless of whether they are carrying out the work for themselves or for a third party and irrespective of whether or not they are carrying out work for the City of Cape Town.

'Electricity District Office' means the local operational centre for the Electricity Directorate. A list of all the Offices together with a map of the areas for which they are responsible is attached to these Guidelines in Annexure A.

'Electricity services' means underground electrical cables, overhead electrical wires, pylons, electricity poles, transformers, switchgear, distribution boxes, earth mats and any other equipment forming part of the City's electricity transmission and distribution network.

'Installation' includes pipes, ducts, runways, sleeves, stakes, poles, walls, foundations and anything of a similar nature, but specifically excludes road pavements.

'Minor work' means work (such as domestic service connections) of a restricted nature as individually agreed to between the Electricity Directorate and other Service Providers.

'Planning Section' means one of the offices of the various Area Electrical Engineers as detailed in the attachment to these Guidelines Annexure A.

'Service Provider' includes the organisations responsible for providing water, sewage, stormwater and gas services, Telkom, Eskom, Spoornet and Municipal and Provincial Roads authorities.

5 BACKGROUND

The City of Cape Town is statutorily required to manage its assets in a safe and proper manner. This includes protecting the public as far as is reasonably practical from the hazards associated with the supply of electricity and protecting the electrical assets.

Accordingly this set of guidelines and standard conditions have been compiled to regulate work which is to be carried out in the vicinity of the Electricity Directorate's electricity services and the conditions and requirements contained herein are legally enforceable.

6 GUIDELINES AND STANDARD CONDITIONS

6.1 Details of Services, Letters of Wayleave and Electricity Work Permits

All work to be carried out in the vicinity of the Electricity Directorate's high voltage (132/66/33 kV), medium voltage (11 kV) and low voltage (400/230 V) electricity services must be to the approval of the Directorate and in accordance with all conditions that may be imposed. This approval is obtained through a two-step process, namely through obtaining a Letter of Wayleave and through obtaining an Electricity Work Permit.

The Letter of Wayleave and corresponding Electricity Work Permit apply only to ELECTRICITY services belonging to the City of Cape Town. Wayleaves and permits for other services must be applied for separately from the relevant service providers including ESKOM.

Letters of Wayleave and Electricity Work Permits may be applied for in stages commensurate with the phases of a large project.

Applications must clearly show the proposed 'limits of construction' and the associated Letters of Wayleave and Electricity Work Permits will strictly apply only to the designs and work within these limits.

6.1.1 Details of Services for Planning Purposes

It is strongly recommended that copies of drawings detailing the location of all electricity services in the vicinity of the proposed work be obtained from the Planning Section early in the planning/design process. Consultation with members of the Planning Section is also recommended regarding issues pertaining to electricity services that may impact the final design.

6.1.2 Letters of Wayleave

The Letter of Wayleave constitutes formal approval by the Directorate of the proposed design and contains specific conditions that must be met before an Electricity Work Permit will be issued.

On completion of the final design for work to be carried out within the specified limits of construction the applicant must formally apply to the Planning Section for a Letter of Wayleave. Requests for Letters of Wayleave must be in writing and must be accompanied by either two paper prints or an electronic copy of the final design.

6.1.3 Minor Work Blanket Letter of Wayleave

Service providers may apply for a blanket Letter of Wayleave to cover minor work such as customer connections and similar work of a limited scope. The definition of what constitutes minor work will be agreed to separately with each service provider.

6.1.4 Electricity Work Permit

Once the conditions contained in the Letter of Wayleave have been met the contractor must apply at the local Electricity District office for an Electricity Work Permit.

Should the party to whom the Letter of Wayleave is addressed (i.e. the Wayleave holder (e.g. Consultant, Developer or Service Provider)) fail to ensure that the contractor who carries out the work contemplated in the Letter of Wayleave obtain the necessary Electricity Work Permit, and the contractor causes damage of whatsoever nature to electricity services arising out of this work, then

the holder of the Wayleave will be held liable for these damages.

No work in the vicinity of electricity services as detailed below may commence until an Electricity Work Permit has been issued:

- Excavation work within 3 m of 11kV and low voltage underground electricity services
- Excavation work within 5 m of 33, 66 and 132kV underground electricity services
- Aboveground work within 3 m of low voltage and 11 kV overhead lines
- Aboveground work within 11m of the centreline of 66kV and 33kV overhead lines
- Aboveground work within 15.5 m of the centreline of 132kV overhead lines

6.1.5 Emergency Electricity Work Permits

Service providers requiring to urgently repair damaged services in the vicinity of electricity services may do so without obtaining a Letter of Wayleave or Electricity Work Permit. All Limitations on Work Methods as detailed further on in these guidelines must be followed during the repairs.

Drawings of all electrical services in the vicinity of the proposed repairs must be obtained prior to the carrying out of the emergency repairs.

Furthermore, where high voltage (33 kV or higher) cables are present the Standby Supervisor of the Transmission Mains Section must be contacted prior to the commencement of any excavation. Where fibre-optic or multi-pair telephone (>10 pair) cables are present the Principal Professional Assistant (Test & Metering) must be contacted.

All emergency arrangements should be made through one of the Directorate's 24 hour 7 days a week Emergency After Hours Assistance Centres as detailed in the attached Annexure A.

6.1.6 Minor Work Electricity Work Permit

Service providers who are issued with a blanket Letter of Wayleave must still obtain drawings of electricity services and apply for Electricity Work Permits for all minor work. In the event that a number of separate minor works, such as individual erf connections, are required within an agreed period of time or an agreed area, a contractor may apply for a blanket Electricity Work Permit to cover such works. The contractor shall notify the relevant Electricity District Office of all work carried out in terms of such a permit within an agreed period after completion of such works.

6.2 Requirement for Bank Guarantees or refundable Deposits

6.2.1 Prior to the issue of an Electricity Work Permit, the contractor, depending on site conditions, the nature and agreed method of work and the potential financial risk to the City, may be required to lodge an approved Bank Guarantee or refundable deposit with the relevant Planning Section against damages that may be caused to electricity services. The amount of the guarantee will be stipulated in the Letter of Wayleave.

6.2.2 No interest will be paid on refundable deposits.

6.2.3 On completion of the relevant work by the contractor the deposit/guarantee will be refunded/returned provided no damage has been caused to this Directorate's electricity services.

6.2.4 When electricity services have been damaged and there is further risk of these services being damaged the contractor will be required to cease all work in the vicinity of the services until the costs of the repairs have been paid or the deposit or guarantee has been increased to cover the cost of further damage to the electricity services.

6.3 Design Considerations

6.3.1 Alterations to Electricity Services

Alterations to electricity services must be arranged with the relevant Electricity Directorate's Planning Section well in advance. The substantial costs and long time durations associated with the relocation of 132/66/33 kV cables and overhead lines and/or ancillary cables could affect decisions regarding the design and planning of projects.

All alterations to this Directorate's electricity services will be for the applicant's account, unless it can be proven that the offending electricity services were incorrectly laid in the first instance.

6.3.2 General

- (a) **The ground level in a servitude may not be altered without the prior permission of the Directorate.**
- (b) **This Directorate's staff must have access to servitudes and electricity services at all times.**
- (c) **Where possible all proposed services should cross below existing underground electrical services.**
- (e) (d) **Where electricity equipment is to remain on property that is transferred to private ownership, the property owner shall register a servitude or erf (depending on the nature of the service) in favour of the City of Cape Town. All underground electricity services shall lie at the depths below finished ground level as detailed in the following table. The applicant must arrange for the Directorate to lower the cables if required and is to bear the cost thereof unless it can be proved that the cables were originally laid too shallow**
- (f) **The positions of electricity services as shown on Electricity Directorate drawings are only approximate and can be accurately determined only through exposing the services which would be carried out by the Electricity Directorate at the client's cost.**

6.3.3 Minimum clearances between proposed installations and existing electricity services

Where legally permissible the following clearances between proposed installations and electricity services may be reduced only with the written consent of the Electricity Directorate:

	HORIZONTAL	VERTICAL (AT CROSSING POINTS)	MINIMUM DEPTH OF TOP OF SERVICES BELOW F.G.L.
33/66/132 kV underground services	5 metres	500 mm	1000 mm
11 kV underground services	1 metre	300 mm	800 mm
Low voltage underground services	1 metre	300 mm	600 mm
Electricity kiosks and other street furniture	1 metre	N/a	N/a

6.3.4 Overhead lines

- (a) Permanent concrete barriers may be required to be installed between high voltage overhead line towers and roadways where the direction and speed of the traffic flow would place the towers at risk.**
- (b) All poles of metal fencing in the vicinity of overhead lines must be properly earthed and the poles on each side of any entry gate must be bonded together by means of a metal link connection or by means of an underground cable.**
- (c) All conditions pertaining to existing servitudes that are registered with regards to powerlines must be adhered to. Standard servitude conditions are attached to these guidelines in Annexure B.**
- (d) No trees may be planted within 15.5 m of the centreline of a 132kV overhead line or within 11 m of the centreline of a 66kV or 33kV overhead line**
- (e) All clearances to overhead lines must be in accordance with the minimum distances specified in the Occupational Health and Safety Act**
- (f) Cognisance must be taken of the buried radial earths connected to overhead line pylons.**

6.3.5 Landscaping near Underground Electricity Services

- (a) No trees may be planted within 3 metres of any 132/66/33kV underground cables or within 1.5 metres of 11 kV or low voltage cables.
- (b) 1 m deep 0,5 mm PVC root barriers must be installed on the three sides of the tree adjacent to the cable and underneath the tree in order to guide root growth away from the cable.
- (c) No trees with prolific root structures such as Ficus, Pepper or Acacia may be planted within 5 metres of any underground services.

6.4 Limitations on work methods

- 6.4.1 All work is to comply with the Occupational Health and Safety Act 1993 as amended.
- 6.4.2 The restrictions on methods of work, particularly in the vicinity of 132/66/33 kV cables and/or their auxiliary cables, could substantially affect the method and cost of construction.
- 6.4.3 No pegs, stakes, markers or similar items are to be driven into the ground within 3 m of underground electricity services except where specifically authorised by the Electricity Directorate.
- 6.4.4 Only careful hand excavation by spade (no mechanical plant, picks or crowbars) is permitted within 5 metres of high voltage services or within 3 metres of 11 kV and/or low voltage services or street furniture. Other methods may only be utilised with the express permission of the Electricity Directorate once a detailed method of work has been established to mitigate the risk of damage to electricity services.
- 6.4.5 Aboveground cable location must be carried out for all proposed landscaping work in the vicinity of underground electricity services.
- 6.4.6 Only light vibro-pan compactors or static rollers shall be used for soil compaction above underground electricity services.
- 6.4.7 Special arrangements to the approval of the Electricity Directorate must be made for heavy compaction and pile driving in the vicinity of oil and gas pressurised cables that are particularly vulnerable to vibration.
- 6.4.8 Trenches must be adequately shored by the contractor at each cable crossing.
- 6.4.9 No excavations shall be conducted in a manner which results in any cable being suspended without support for more than 0,5 metres. The Electricity Directorate at the client's cost will carry out all

suspension/protection of cables. Cable joints may not be suspended and are to be adequately supported by rigid structures.

- 6.4.10 The contractor will be held responsible at all times for the security of electricity services which he has exposed, for the cost of any repairs which may become necessary due to vandalism or theft, and for the safety of the general public with regard to his excavations.
- 6.4.11 All electrical equipment shall be regarded as LIVE unless specifically de-energised as detailed in an Electricity Work Permit.
- 6.4.12 No plant or material is to be stored over underground services. All electricity services shall remain accessible at all times. No cable shall be moved unless authorised by the Electricity Directorate.
- 6.4.13 24 hour unrestricted vehicular and personnel access to all electricity services is to be maintained for the purposes of inspecting, operating and maintaining services.**
- 6.4.14 Whenever the Electricity Directorate requires specific access to electricity services access must be made available and if necessary the obstruction immediately removed at the applicant's expense.**
- 6.4.15 These work methods may be altered or added to at any time as deemed necessary.
- 6.4.16 This Directorate's drawings of its electricity services together with the Letter of Wayleave and the corresponding Electricity Work Permit must be available on site at all times failing which a cease work notice will be issued.

6.5 Erection of tents, marquees, hoarding, scaffolding, cranes and other temporary structures

- 6.5.1 Both a Letter of Wayleave and an Electricity Work Permit are required for the erection of tents, marquees, hoarding, scaffolding, cranes and other temporary structures in the vicinity of electricity services.
- 6.5.2 No pegs, stakes, markers or similar items may be driven into the ground within 3 m of underground electricity services except where specifically authorised by the Electricity Directorate.
- 6.5.3 Hoarding is to be supported in removable barrels or concrete blocks or otherwise supported without excavation of the ground.
- 6.5.4 No Letter of Wayleave or Electricity Work Permit will be required for Estate Agents signs which may not penetrate the ground deeper than 15 cm.

6.6 Blasting

- 6.6.1 Electricity Work Permits are required to be issued for all blasting work.
- 6.6.2 Precautionary measures against the loss of electricity supply due to inadvertent operation of electrical protection relays as a result of excessive vibration may need to be taken by the Electricity Directorate. Costs will be for the applicant's account.
- 6.6.3 A communication link is to be established between the relevant Electricity District Office manager and the blasting contractor immediately prior to blasting activities.

6.7 Transportation of large items

Both a Letter of Wayleave and an Electricity Work Permit are required for the transportation of large items that may interfere with overhead electricity services.

6.8 Services offered by the Directorate

All cheques must be made out to the City of Cape Town.

6.8.1 Above ground cable location

This is charged at a fixed cost unless the area(s) requiring scanning are too far apart to be considered as one site. Costs will be provided on application.

6.8.2 Trial holes to accurately locate electricity services

Trial holes may only be excavated by the Electricity Directorate.

Costs will depend upon the number of trial holes required and an estimate will be prepared once requirements are known.

6.8.3 Protection/suspension/lowering/deviation of services

All protection, suspension, lowering, deviation, relocation and any other work required to be carried out on this Directorate's electricity services will be for the applicant's account except where it can be shown that the electricity services were originally incorrectly positioned.

The Electricity Directorate will arrange the work within a reasonable time period after payment is received.

Costs will depend on the scope of work. An estimate will be prepared once requirements are known and the work will be put in hand on receipt of the required payment.

Lead times for high voltage cable relocation can be considerable (up to one year) due to it being necessary to import items such as joint kits and to issue tenders for the execution of the work.

6.9 Work in Substations and Enclosures

Access to substations and enclosures containing electrical apparatus belonging to the City of Cape Town is controlled.

Contractors may be granted unsupervised access to these areas only if they have been granted an Electricity Work Permit as contemplated in this document.

The hazards specific to the particular area must be identified in the 'Special Endorsements' section of the permit. Where required, specific areas to which access to the contractor is to be prohibited must be demarcated with hazard barrier tape.

Where the contractor is carrying out work for the City of Cape Town as a 'mandatory' in terms of Section 37(2) of the Occupational Health and Safety Act, the contractor may only be granted access to the restricted area after a Mandatory Agreement has been jointly completed by the contractor and the City.

7 LIST OF ATTACHMENTS

- Annexure A : Contact Details
- Annexure B : Electricity work permit for work near electricity services
- Annexure C : Map of City of Cape Town showing extent of Depot jurisdiction

Wayleave Reference Number:

Electricity Drawings:

ELECTRICITY WORK PERMIT FOR WORK NEAR ELECTRICITY SERVICES**APPLICATION TO WORK NEAR ELECTRICITY SERVICES**

SITE WHERE WORK IS TO BE CARRIED OUT:

PROJECT DESCRIPTION:

DESCRIPTION OF WORK TO BE CARRIED OUT:

DATE OF PROPOSED START OF WORK: COMPLETION OF WORK:

RESPONSIBLE PERSON: NAME: SIGNATURE:

DATE: CONTACT NO.:

CONSULTANTS: CONTRACTOR:

SERVICES AFFECTED (TICK APPROPRIATE):

High Voltage Cables (> 11kV) ☐ Medium and low voltage overheads (up to 11kV) ☐Medium and low voltage cables (up to 11kV) ☐ Other (state) ☐High voltage overheads (> 11kV) ☐**PERMIT**

I, the Authorised Person, hereby declare that the above project is approved for work to be carried out.

SPECIAL ENDORSEMENTS (IF ANY):

.....

.....

.....

SIGNATURE: NAME (in block letters):

DATE: TIME:

PERMIT ACCEPTED BY THE RESPONSIBLE PERSON

(Note: If work is for the City of Cape Town, a "Mandatory Form" must be completed prior to the issue of the Permit)

I, the undersigned, will ensure that the work is carried out in accordance with the letter of wayleave, the Guidelines and Standard Conditions Regarding Work To be Carried Out in the Vicinity of Electricity Services and the abovementioned endorsements and that all workmen will be advised of the associated hazards.

SIGNATURE DATE: TIME:

CLEARANCE

I, the Responsible Person, hereby notify the Authorised Person that the work detailed in the above permit has been completed.

NAME: SIGNATURE:

DATE: TIME:

REFUND OF DEPOSIT / GUARANTEE

Refund of deposit / guarantee / not approved

DISTRICT OFFICE MANAGER: DATE:

NAME: SIGNED:

REASON APPROVAL NOT GIVEN:

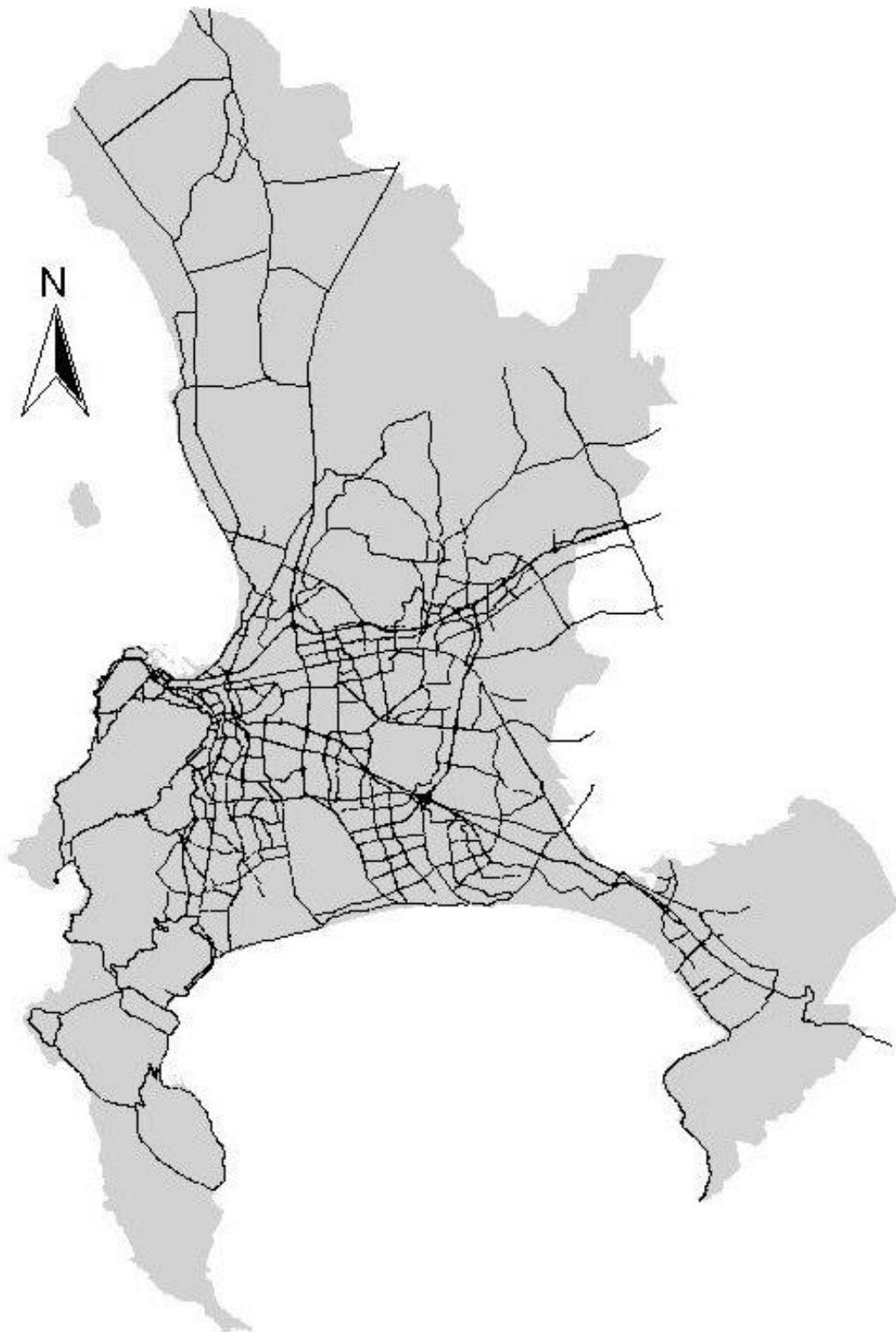
GUIDELINES AND STANDARD CONDITIONS REGARDING WORK TO BE CARRIED OUT IN THE VICINITY OF ELECTRICAL SERVICES CONTACT DETAILS

(Subject to change)

<u>NORTH AREA</u>	<u>ADDRESS</u>	<u>TELEPHONE NUMBERS</u>	<u>FAX NOS</u>
<u>Wayleaves and System Alterations</u> Planning Section	10 th floor, Civic Centre, Hertzog Boulevard. Contact Persons : Hennie Grobler/Shuping	400-4557/5767/4556	419 8523
<u>Emergency After hours Assistance</u> System Control (24/7)	Not applicable	671 9127 (Atlantis 573 7000)	
<u>Permits</u> Electricity District Offices			
• Atlantis	c/r Charl Uys and Neil Hare Roads, Atlantis		
• Mowbray	Diesel Road off Alexander Road, Mowbray	511 0600	510 2204
• Cape Town City	Hudson Street off Strand Street, Cape Town	424 1331	424 0452
• Vanguard	c/r Saturn and Klipfontein Roads, Vanguard adjacent to sportsfield	637 1240	638 3280
<u>EAST AREA</u>			
<u>System Alterations</u> Planning Section			
• Helderberg	2 nd Floor, Municipal building, c/r Andries Pretorius Street & Victoria Road, Somerset West. Contact person : Jack Goslett	850 4398/084 909 9318	
• Oostenberg	2 nd Floor, Municipal building, c/r Van Riebeeck Road & Carinus Street, Kuils River. Contact person : André Hugo	900 1530/084 800 3328	
• Bloemhof	Room 37, Block A1, Bloemhof Centre, Bellville. Contact person : Henk Brand	918 7089/083 631 7708	
• Parow	Room 28, Block A1, Bloemhof Centre, Bellville. Contact Person : Francois du Toit	918 7058/084 909 9317	
<u>Emergency After hours Assistance</u> Bloemhof/Parow/Goodwood		957 4700/0860 15011 107	
Helderberg	Not applicable	0860 103089	
Oostenberg	Not applicable		
<u>Wayleaves</u> Electricity District Offices			
• Helderberg	2 nd Floor, Municipal building, c/r Andries Pretorius Street & Victoria Road, Somerset West. Contact person : Glenda Smit	850 4394	
• Oostenberg	2 nd Floor, Municipal building, c/r Van Riebeeck Road & Carinus Street, Kuils River. Contact person : Andries van Niekerk	900 1585	
• Bloemhof/Parow/Goodwood	Room 46, Block A1, Bloemhof Centre, Bellville. Contact person: Frans Downing	918 7029/083 446 1098	
<u>Permits</u> Electricity District Offices			
• Helderberg	2 nd Floor, Municipal building, c/r Andries Pretorius Street & Victoria Road, Somerset West. Contact person : Glenda Smit	850 4394	
• Oostenberg	<u>Kuils River</u> 13 Fabriek Street, Kuils River. Contact person : Johan Snyman	900 1588/083 634 8172	
	<u>Brackenfell & Kraaifontein</u> 148 - 1 st Avenue, Kraaifontein. Contact person : Poenie Ryke	980 6241/084 432 2559	
• Bloemhof	<u>Bellville, Durbanville, Mfuleni</u> Block A2, Bloemhof Centre, Bellville. Contact person : Gert Smith	918 7113/083 659 1507	
• Parow	<u>Goodwood</u> 8 Molteno Street Goodwood. Contact person : Vernon Ewers	938 8542/083 774 2344	
	<u>Parow</u> Jean Simonis Street, Parow. Contact person : Johan de Beer	938 8007/083 633 0682	
<u>SOUTH AREA</u>			
<u>Wayleaves and System Alterations</u> Planning Section	10h Floor, Civic Centre, Hertzog Boulevard. Contact Persons : Hennie Grobler/Shuping	400-4557/5767/4556	419 8523
<u>Emergency After hours Assistance</u> System Control (24/7)	Not applicable	671 9127	
<u>Permits</u> Electricity District Offices			
• Guguletu	c/r Ntloko (NY78) and Lansdowne Roads, Guguletu	386 6280	386 6280
• Muizenberg	Atlantic Road (opposite Station Bridge) Muizenberg	788 8961	788 8961
• Mitchells Plain	c/r Eisleben Drive and Silversands Road, Westridge	371 6151	371 0640
• Wynberg	Rosmead Avenue opposite Broad Road Wynberg (next to Fire Station)	797 1633	762 8029

ANNEXURE B: CITY OF CAPE TOWN AREA MAP

City of Cape Town Area Map



ANNEXURE C: SURVEY ACCURACIES

SAGI - Survey Accuracies and Specifications (SAS) - Topo 2015

SAGI		SAS Level 1 Low Accuracy	SAS Level 2 Mid to Low Accuracy	SAS Level 3 Medium Accuracy	SAS Level 4 Medium to High Accuracy	SAS Level 5 High Accuracy
Paragraph	Description	Level 1 surveys only require the use of a GPS and using long base lines (5-10km). The long base lines will alter the accuracy surveyed points.	Level 2 surveys require the use of a GPS to establish control a by using shorter base lines (2-5 km's) and having some sort of a network control. The shorter base lines will increase the accuracies of the surveyed points. Total station only being used to survey infill points where the GPS loses fix.	Level 3 surveys require the use of a GPS to establish the horizontal position of control by using short base lines (0-2 km's) and having some sort of a network control. Static observations for more than 10 minutes can be used for longer base lines (2-8 km's). The shorter base lines and levelled benchmarks will increase the accuracies of the surveyed points. Total station only being used to survey infill points where the GPS loses GPS fix.	Level 4 surveys require the use of a GPS to establish the horizontal position of control by using a double polar from two short base lines (0-2 km's) and having some sort of a network control. Static observations for more than 15 minutes can be used for longer base lines (2-8 km's) but must be part of a well establish network of control. All benchmarks must be levelled by means of a two way levelling run with at least a digital level. The shorter base lines and levelled benchmarks will increase the accuracies of the surveyed points. Total station must be used on tarmac surfaces or where high accuracy points are required. TMH11 typically falls within this category.	Level 5 surveys require the use of a Total Station to establish the horizontal position of control in a network traverse. All benchmarks must be levelled by using at least a digital level with a double levelling run. The total station and levelled benchmarks will increase the accuracies of the surveyed points. Total station must be used to survey all high accuracy points.
1	Connection to National Geodetic System (NGS)	1 Connection	1 Connection + 1 additional per 5km's and use of Geoid Model	2 Connections + 1 additional per 3km's and use of Geoid Model	2 Connections + 1 additional per 2km's and use of Geoid Model	3 Connections + 1 additional per 500 metres and use of Geoid Model
2	Benchmark Frequency (estimation)	1 or 2 BM per site, or 1 BM every 2000m	2 BM per site, or 1 BM every 1000m	2-3 BM per site, or 1 BM every 500m	2-4 BM per site, or 1 BM every 300m	1 BM/Target every 50-100m
3	Benchmark Horizontal Position (estimation)	Global < 0.20m Relative < 0.05m	Global < 0.10m Relative < 0.05m	Global < 0.08m Relative < 0.03m	Global < 0.05m Relative < 0.02m	Global < 0.02m Relative < 0.01m
4	Benchmark Height (estimation)	Global < 0.50m Relative < 0.10m	Global < 0.20m Relative < 0.05m	Global < 0.10m Relative < 0.03m	Global < 0.02m Relative < 0.010m	Global < 0.010m Relative < 0.005m
5	Reflective Target (Y,X,Height) (estimation)	Not applicable	Not applicable	Not applicable	Not applicable	Global < 0.02m Relative < 0.005m
6	Tachy Points (Y,X,Height) (estimation)	Global < 0.50m Relative < 0.05m	Global < 0.20m Relative < 0.05m	Global < 0.10m Relative < 0.04m	Global < 0.05m Relative < 0.03m	Global < 0.02m Relative < 0.005m
7	Frequency of Points (estimation)	Every 100m or at profile changes	Every 25m, 25x25m grid, survey all features and break lines	20x20m grid, survey all features and break lines	10x10m grid on hard surfaces otherwise 20x20m grid, survey all features and break lines	(5-10)x(5-10)m grid, survey all features and break lines
8	Engineering Applications	General profile surveys, flood line surveys, river cross sections	Profile surveys, low order tachy surveys (rural storm water, stockpiles, borrow pits, river cross sections), detail flood line surveys	General tachy surveys (gravel roads, urban storm water, stockpiles, borrow pits, water pipelines and general as-built surveys)	High order tachy surveys (sewer, surfaced roads, railway lines), lower order scanning (point clouds), general structural surveys (culverts, column positions) and accurate as-built surveys	Accurate scanning (point clouds), monitoring, accurate structural surveys, runway surveys
9	Suggested Outputs (varies for different projects, see notes below)	Survey report, control list and spreadsheet of points surveyed	Survey report, control list, tachy code list, drawing (specify output), PDF print and electronic DTM (specify output)	Survey report, control list, tachy code list, drawing (specify output), PDF print and electronic DTM (specify output)	Survey report, control list, tachy code list, drawing (specify output), PDF print and electronic DTM (specify output)	Survey report, control list, tachy code list, drawing (specify output), PDF print and electronic DTM (specify output)
10	Equipment and methods	GPS Rover and Base (strong radio)	GPS Rover and Base and a Total Station (5")	GPS Rover and Base, Total Station (3-5") and a Level	GPS Rover and Base, Total Station (3") and a Digital Level/Precise Level	Total Station (0.5-3"), Scanner and a Digital/Precise Level
11	Minimum Qualifications of surveyor	Registered Technician (Diploma) under the supervision of a registered Technologist or Professional Surveyor	Registered Technician (Diploma) under the supervision of a registered Technologist or Professional Surveyor (cadastral work can only be done under the supervision of a registered Professional Land Surveyor).	Registered Technician (Diploma) under the supervision of a registered Technologist or Professional Surveyor (cadastral work can only be done under the supervision of a registered Professional Land Surveyor).	Registered Technician (Diploma) with at least 2 years experience under the supervision of a registered Technologist or Professional Surveyor (cadastral work can only be done under the supervision of a registered Professional Land Surveyor).	Professional Surveyor with prior experience in the field required or under the guidance of someone that has at least 2 years experience.

Definitions:

Global Accuracy: Global accuracy refers to the difference between any two points relative to each other throughout the length/size of the project.

Relative Accuracy: Relative accuracy refers to the difference between two points nearest to each other.

Electronic DTM: Electronic DTM refers to a triangulated DTM that has been correctly and fully triangulated and has break lines where there is a change in the topography.

National Geodetic System: The National Geodetic System refers to all of the national integrated control systems and refers to Trig Beacons, Town Survey Marks (TSM), National Land Levelling Datum (LLD), National Road Benchmarks (NRB) and TrigNet Base Stations.

Notes:

Suggested Outputs: Be specific in your request for quotation, with regards to the format in which you require your electronic dtm (Civil Designer, ModelMaker, 3D breaklines, etc) as well as the format in which you require your drawing (AutoCad dwg, AllyCad drg, Civil Designer dr4, etc).

ANNEXURE D: TRAFFIC ACCOMMODATION LAYOUTS

13.8.8 Short Term Lane Closure

- 1 Figure 13.37 illustrates two **short term** conditions which can commonly occur on any rural or urban two-lane/two-way roadway. Refer to Subsection 13.8.2 for a description of "short term". Longer term applications are covered in Sections 13.9 and 13.10. (Multi-lane situations are generally covered in Section 13.11). Both applications of temporary signing require roughly the same signing but are quite different operationally. Any general maintenance unit should carry a sign inventory capable of sustaining either type of operation.
- 2 Detail 13.37.1 shows a typical situation where the work needs to encroach into one lane but not fully occupy it. Two-way traffic operation through restricted width lanes is still possible. Due to the reduced lane width, it is desirable that vehicle speeds be reduced to a legal but cautious level i.e. reduced speed limit is not considered necessary. Under these circumstances the use of a flagman to slow traffic is recommended. TRAFFIC CONES TD4 may be used for short term work but if this situation occurs on a high speed road or freeway, the cones must be 700 mm or more in height.
- 3 Detail 13.37.2 deals with a similar situation where a full lane is needed to undertake the work and two-way traffic is not longer possible. STOP/RV-GO operation signs R1.5A/R1.5B must therefore be added to those required for Detail 13.37.1. This mode of operation should not be used into dusk or darkness. If it is necessary to work outside daylight hours, the site must either be adjusted to allow it to operate as shown in Detail 13.37.1, or temporary traffic signals should be used (see Figure 13.57).
- 4 If operating speeds are in excess of 80 km/h additional speed limit signs TR201 should be displayed to reduce speed by a maximum of 20 km/h, or in 20 km/h increments to 80 km/h or 60 km/h as appropriate (see Section 13.4).
- 5 Flagmen must be well trained and shall operate in accordance with Figure 13.23.
- 6 If the site has to be maintained in operation into dusk or nighttime, or for more than 24 hours, all traffic cones should be replaced by delineators. If work is of an emergency or response nature (rather than planned), the site supervisor must assess the likely duration of the work within the first two to three hours and, if necessary, call for additional signing if these are not being carried.
- 7 In all cases suitable longitudinal and lateral Buffer Zones must be created to ensure worker and public safety (see Figures 13.20 and 13.29). If approaches are subject to high vehicle speeds or visibility limitations, sign spacings may be increased out to 600 m.

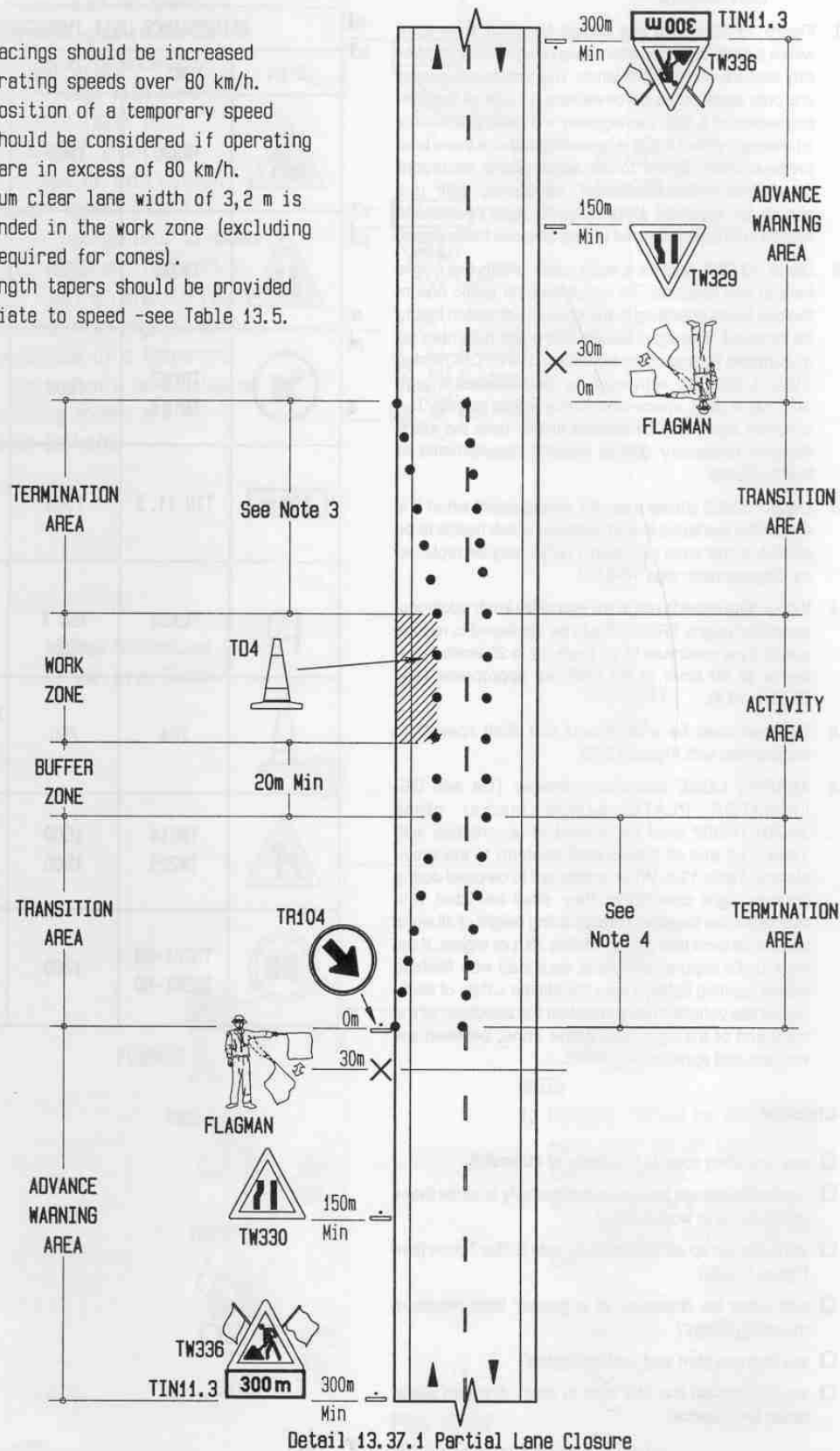
MAINTENANCE UNIT INVENTORY			
Sign	No	Size (mm)	Quantity
	TW336	1200	2
	TW329 TW330	1200	1 1
	TW343	1200	2
	TR103 TR104	1200	2
	R1.5A/ R1.5B	750	2
	TD4	450	50 Min. plus 20 per 100m site length
	FLAGS	450 X 450	6
	TIN 11.3 TIN 11.3	1200	2 2
	TR201-80 TR201-60	1200	2 2

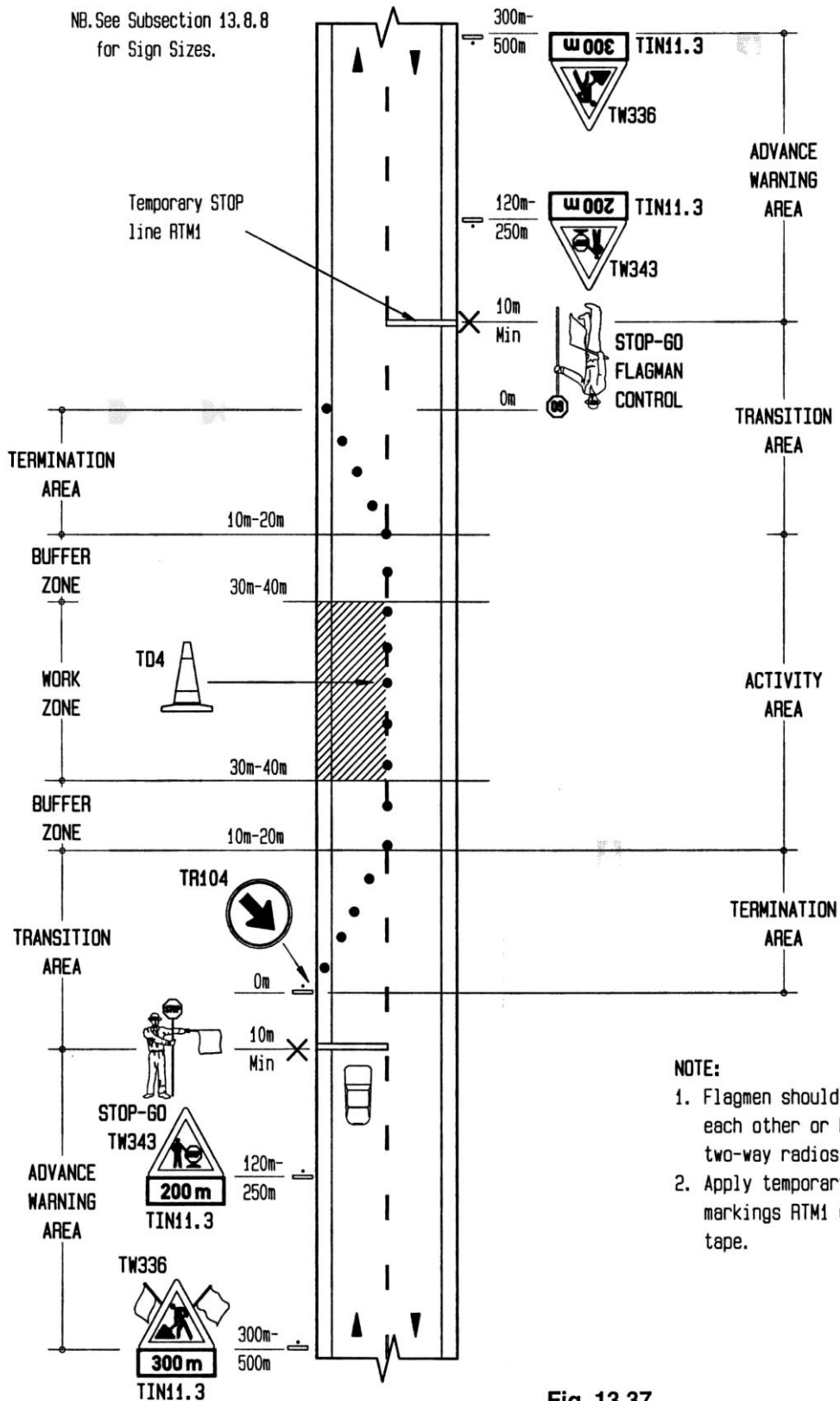
Checklist

- ☐ are operating speeds in excess of 80 km/h?
- ☐ are enough cones available for the length of site?
- ☐ is the site set up with adequately safe Buffer Zones (see Figure 13.20)?
- ☐ will the work extend beyond the balance of the working day?
- ☐ is visibility to the work area or the first sign in any way limited?
- ☐ does the control of the site need to be upgraded to a higher order?

NOTES:

1. Sign spacings should be increased for operating speeds over 80 km/h.
2. The imposition of a temporary speed limit should be considered if operating speeds are in excess of 80 km/h.
3. A minimum clear lane width of 3,2 m is recommended in the work zone (excluding space required for cones).
4. Full length tapers should be provided appropriate to speed -see Table 13.5.













Detail 13.37.2 Lane Closure **Fig. 13.37**
Short Term Lane Closure

13.8.9 Short Term Lane Drop within Deviations

- Figure 13.38 shows two details for short term work within a multi-lane deviation which involves the temporary closure of one of the lanes. The treatments shown are only appropriate on deviations on one of the carriageways of a dual carriageway roadway (commonly a freeway) where traffic is operating within a three lane cross-section. Since these applications represent "roadworks-within-roadworks" situations, their use should be reserved for very short term needs and should only be considered during off-peak traffic times.
- Detail 13.38.1 depicts a work zone within the single lane in one direction. To accommodate traffic one of the two lanes operating in the opposite direction has to be dropped. The signs shown represent minimum requirements for maximum portability. LANE DROP sign TW214 may be replaced by diagrammatic sign TGS102 if time, space and convenience permit. The advance signs may be located further from the site if deemed necessary due to visibility requirements or traffic speeds.
- Detail 13.38.2 shows a similar arrangement when it is one of the two lanes in one direction which needs to be closed. In this case also sign TW215 may be replaced by diagrammatic sign TGS101.
- If operating speeds are in excess of 80 km/h additional speed limit signs TR201 should be displayed to reduce speed by a maximum of 20 km/h, or in 20 km/h increments to 80 km/h or 60 km/h as appropriate (see Section 13.4).
- Flagmen must be well trained and shall operate in accordance with Figure 13.23.
- TRAFFIC CONE delineation devices TD4 and DE- LINEATOR PLATE hazard marker signs TW401/TW402 shall be spaced in accordance with Table 13.4 and all tapers shall conform to the provisions of Table 13.5. When cones are to be used during adverse light conditions, they shall be fitted with retroreflective sleeves. The mounting height of all signs shall be at least that given in Table 13.1 or higher. If the work unit's support vehicle is equipped with flashing yellow warning lights, it may benefit the safety of workers for the vehicle to be parked on the shoulder, at the work end of the approach Buffer Zone, between the workers and approaching traffic.

MAINTENANCE UNIT INVENTORY			
Sign	No	Size (mm)	Quantity
	TW336	1500	2
	TW330	1500	1
	TR103 TR104	1200	1 1
	TIN 11.3	1500	2
	FLAGS	450 X 450	6
	TD4	750	60 Min. plus 20 per 100m site length
	TW214 TW215	1500 1500	1 1
	TR201-80 TR201-60	1200	2 2

Checklist

- ☐ are operating speeds in excess of 80 km/h?
- ☐ can traffic speeds be reduced effectively to allow these applications to work safely?
- ☐ is the site set up with adequately safe Buffer Zones (see Figure 13.20)?
- ☐ can signs be displayed at a greater than minimum mounting height?
- ☐ are flagmen alert and well motivated?
- ☐ would flags on the first sign in each direction assist driver awareness?

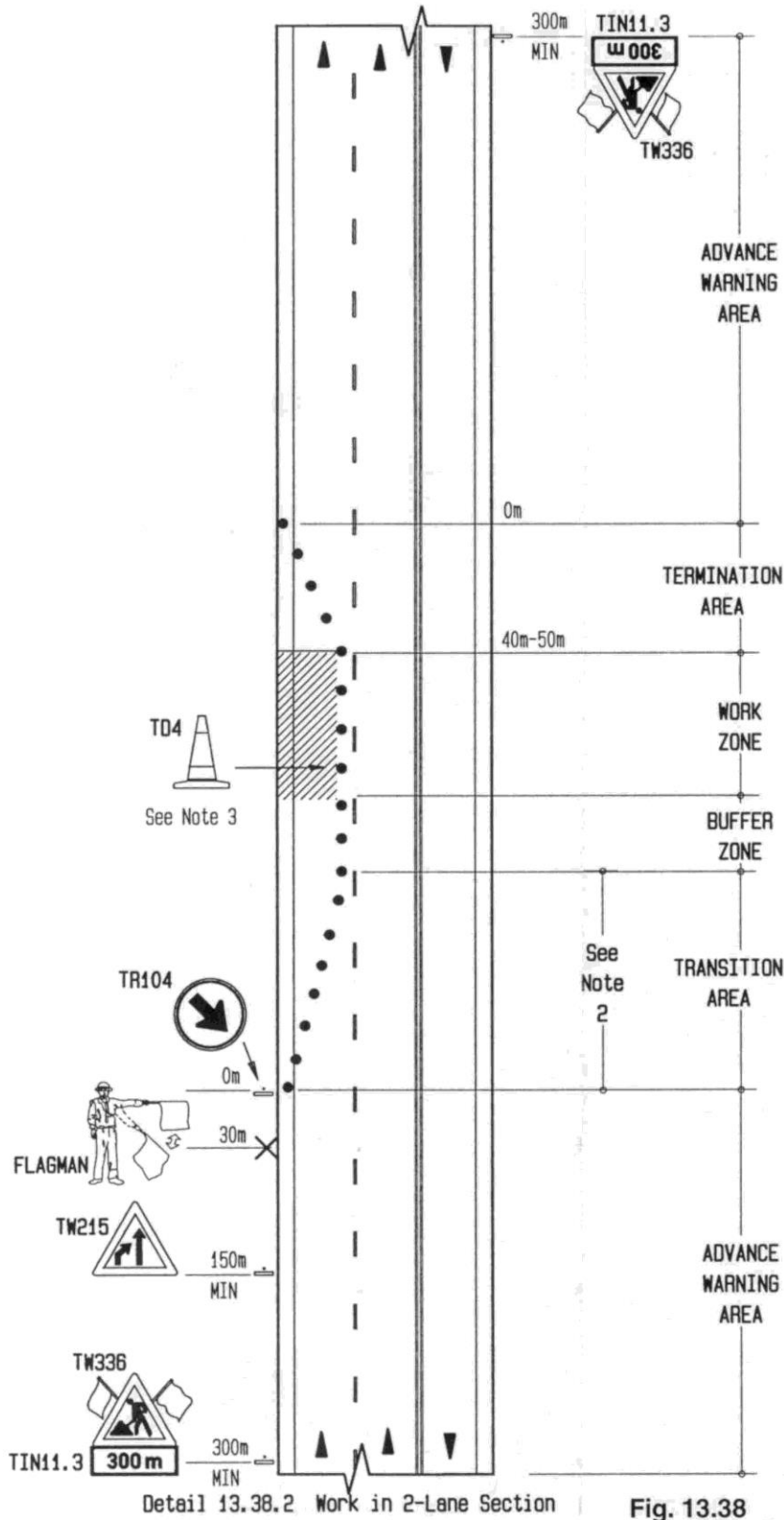


Fig. 13.38
Short Term Lane Drop within
Deviation

(14) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

- 1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
- 2 Incomplete / incorrect / illegible forms will not be accepted.
- 3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
- 4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Only the Project Number supplied by the Corporate EPWP Office must be inserted.
The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

- 8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
- 10 Was the beneficiary sourced from the City's job seeker database?
- 11 The contract end date as stated in the beneficiary's employment contract.
- 12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
- 13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
- 14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

- 15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- 16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
- 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)														
DIRECTORATE:		DEPARTMENT:														
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:														
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL WORK													
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")																
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR				

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

TENDER NO:

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:				Year Month		Sheet 1 of		
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No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R – c)
1												
2												
3												
4												
5												
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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			