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| 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 145 |

TENDER NO: 300S/2022/23

TENDER DESCRIPTION: MAINTENANCE, TESTING, INVESTIGATIONS AND REPAIRS OF HIGH VOLTAGE CABLE INSTALLATIONS

CONTRACT PERIOD: THIRTY-SIX (36) MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 26 April 2023

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER:** [142]

TENDER FEE: [R200] Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

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

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

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

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VOLUME 1: THE TENDER

(1) GENERAL TENDER INFORMATION

| | | |
|--|---|---|
| TENDER ADVERTISED | : | 24 March 2023 |
| SITE VISIT/CLARIFICATION MEETING | : | (Not compulsory, but strongly recommended) |
| VENUE FOR SITE VISIT/CLARIFICATION MEETING | : | Skype meeting. 7 April 2023 at 11.am Skype Link: https://meet.capetown.gov.za/mohamedaziem.sulaiman/0F2LWTJS |
| TENDER BOX & ADDRESS | : | Tender Box as per front cover at the Tender &Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town. : The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement TENDER NO. 300S/2022/23: MAINTENANCE, TESTING, INVESTIGATIONS AND REPAIRS OF HIGH VOLTAGE CABLE INSTALLATIONS , 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: Mohamed Aziem Sulaiman Tel. No.: (021) 400 4612] Email: MohamedAziem.Sulaiman@capetown.gov.za |

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

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

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

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

The contract period shall be for a period of **three years** 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.

2.1.5.3 Nomination of Alternative Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

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

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

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

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

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

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

Via fax at: 086 202 9982

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

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

The Employer, its employees, representatives and sub-contractors may, from time to time, Process the Contractor's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, this agreement, for research purposes, and/or as otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may

be otherwise permitted by law. This includes the employers assurance provider and Appeal Authority.

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

Not Applicable

2.2.1.1.5 Key staff requirements

- a) Only Jointers, Technicians and Engineers who have been adequately trained and have extensive experience in the jointing of Oil, XLPE and PILC High Voltage cables at 132kV, 66kV, 33kV and 11kV will be allowed to perform jointing work. Proof of their experience and qualifications will be required (see schedules 14A – 14C)
- b) The staff engaged in jointing, installation work and the other type of work as listed in the detailed specification must be supervised by the General Forman or Contractor's Representative who must be fully experienced and competent in the maintenance testing and repairs of High Voltage cable installation ranging from 132kV to 11kV . Proof of their experience and qualifications will be required (see schedules 14D – 14E)

2.2.1.1.6 Provision of samples

Not Applicable

2.2.2 Cost of tendering

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

- c) 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:

2.2.19.2 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. 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 the estimated quantities.

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 preference point system will apply to this tender and the lowest acceptable tender will be used to determine the applicable preferences

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:

HDI COMPLIANCE WITH SECTION 2(1)(d)(i) OF THE ACT

| | | | | |
|---|---------------------|--|---|----|
| 1 | Race (Ownership) | Persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race. | B-BBEE Certificate CSD Registration report CIPC Company Registration | 20 |
|---|---------------------|--|---|----|

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 CCT Supply Chain Management Policy, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

2.3.12 Acceptance of tender offer

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

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

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

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

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation,

expertise and the personnel, to perform the contract,c) has the legal capacity to enter into the contract,

- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,complies with the legal requirements, if any, stated in the tender data, and
- e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

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

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

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

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

2.3.13 Prepare contract documents

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

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

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

2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

| | | | |
|---|--|---|----------------|
| TENDER DOCUMENT GOODS AND SERVICES | |  <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div> | |
| SUPPLY CHAIN MANAGEMENT | | | |
| SCM - 542 | Approved by Branch Manager: 03/04/2020 | | |
| | | Version: 9 | Page 22 of 145 |

| |
|---|
| TENDER NO: 300S/2022/23 TENDER DESCRIPTION: MAINTENANCE, TESTING, INVESTIGATIONS AND REPAIRS OF HIGH VOLTAGE CABLE INSTALLATIONS CONTRACT PERIOD: THIRTY-SIX (36) MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT |
|---|

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 |
| Other Required registration numbers | |

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 300S/2022/23: MAINTENANCE, TESTING, INVESTIGATIONS AND REPAIRS OF HIGH VOLTAGE CABLE INSTALLATIONS

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 300S/2022/23: MAINTENANCE, TESTING, INVESTIGATIONS
AND REPAIRS OF HIGH VOLTAGE CABLE INSTALLATIONS****ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)**

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

The terms of the contract are contained in:

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

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

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

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

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

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

FORM OF OFFER AND ACCEPTANCE (continued)
(TO BE FILLED IN BY THE CITY OF CAPE TOWN)

Schedule of Deviations

Notes:

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

1 Subject
Details

2 Subject
Details

3 Subject
Details

4 Subject
Details

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

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

(5) PRICE SCHEDULE

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

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

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 8 of the Conditions of Contract and as amplified in the Special Conditions of Contract.

| INITIALS OF CITY OFFICIALS | | |
|----------------------------|---|---|
| 1 | 2 | 3 |

| Item No | Description | Unit of measure | Price per unit (excl VAT) |
|---------|---|-----------------|---------------------------|
| 1 | Cable jointer category A including 2 jointers mates. | day | |
| 2 | Cable jointer category B including 2 jointers mates. | day | |
| 3 | Cable jointer category C including 2 jointers mates. | day | |
| 4 | Fluid Cable Technician only | day | |
| 5 | Fluid Cable Engineer only | hour | |
| 6 | Cable oil leak location | day | |
| 7 | Cable serving location and pin pointing | day | |
| 8 | Cable serving fault repair | day | |
| 9 | High Voltage test | | |
| 9.1 | High voltage test - VLF type - 11kV cable | day | |
| 9.2 | High voltage test - VLF type - 33kV cable | day | |
| 10 | Provision of oil de-gasifying plant complete | day | |
| 11 | Reinstate major roads including material | m ² | |
| 12 | Reinstate minor roads including material | m ² | |
| 13 | Reinstate sidewalk – tarmac including material | m ² | |
| 14 | Reinstate sidewalk – brick paving including material | m ² | |
| 15 | Reinstate sidewalk – gravel including material | m ² | |
| 16 | Reinstate sidewalk – grass including material | m ² | |
| 17 | Reinstate substation yard stone – including 100 mm thick material | m ² | |
| 18 | Reinstate kerb - using existing kerbing including material | m | |
| 19 | Reinstate kerb - new including material | m | |
| 20 | Major joint bay excavation, boxing installation and removal | each | |
| 21 | Minor joint bay excavation, boxing installation and removal | each | |
| 22 | Supply, Transports and install imported filling sand | m ³ | |
| 23 | Removal of surplus | m ³ | |

| | | | |
|------|--|----------------|--|
| | excavated material | | |
| 24 | Cable trench excavation by hand | m ³ | |
| 25 | Breaking down concrete cable duct | m ³ | |
| 26 | Extending existing cable duct sections | m ³ | |
| 27 | New duct installation including road excavation and reinstatement | m ³ | |
| 28 | High Voltage Cable laying per cable including danger tape Btw 100mm-200mm | m | |
| 29 | Pilot / Tele / Fibre Optic cable laying, per cable | m | |
| 30 | Excavation, recovery and re-drumming of HV cable includes: | m | |
| 31 | Cable supporting / boxing (open trench) Including all the materials and structures hire | | |
| 31.1 | Single cable | m | |
| 31.2 | Group of 2 cables | m | |
| 31.3 | Group of 3 cable | m | |
| 32 | Cable supporting structure repair/replacement (in walk – through tunnel in close proximity to live HV cables), including materials (hot deep galvanised steel brackets, uprights and braces) – rate per running meter of tunnel including | | |
| 32.1 | single cable | m | |
| 32.2 | group of 2 cables | m | |
| 32.3 | group of 3 cables | m | |
| 33 | Pulling HV cable through a duct pipe | m | |
| 34 | Supply and filling Bentonite in a 160 mm diameter duct (with the cable installed inside the duct pipe) | m of duct pipe | |
| 35 | Enforcement of cable outer jacket insulation by applying of 2 layers of 38 mm wide PIB0,75mm self-amalgamating tape (or equivalent) with 50% overlap, and 1 layer of 38 mm wide 3M No 22 Scotch Heavy Duty Vinyl electrical tape (or equivalent) with 50% overlap, the cable jacket must be brushed and cleaned thoroughly with VALCLEAN before the tapes are applied, (per linear meter of cable, including materials and labour), for the following overall diameters: | | |
| 35.1 | Ø up to 60 mm | each | |
| 35.2 | Ø60-75 mm | each | |
| 35.3 | Ø75-90 mm | each | |
| 35.4 | Ø90-105 mm | each | |
| 35.5 | Ø105-120 mm | each | |
| 36 | Cable trench , joint bay backfill and compaction includes: —supply, transport and install | m ³ | |

| | | | |
|------|---|-------------------------------|--|
| | of sand –Supply and install Danger Tape (900mm wide) –Back fill & Compaction –Remove shoring –Backfilling & Compaction test | | |
| 37 | Working outside normal duty hours during week days | % of day rate/overtime factor | |
| 38 | Working on Sundays and Public Holidays | % of day rate/overtime factor | |
| 39 | Security required from 06:00 to 18:00 including a DH3 trained security dog | | |
| 39.1 | A-grade of guard | per day | |
| 39.2 | B-grade | per day | |
| 39.3 | C-grade | per day | |
| 39.4 | D-grade | per day | |
| 40 | Security required from 18:00 to 06:00 Weekdays/weekends and 24 hrs over weekends/public holidays (2 guards per shift including a DH3 trained security dog) | | |
| 40.1 | weekdays | Per weekday | |
| 40.2 | weekends | Per weekend | |
| 40.3 | 24 hrs over weekends | 24 hrs over the weekend | |
| 40.4 | 24 hrs over Public holiday | Per Public Holiday | |
| 41 | Flagmen and road signage, full time traffic control | | |
| 41.1 | Day | Day Rate | |
| 41.2 | Weekend | Weekend Rate | |
| 42 | Supervision and overheads | % of total invoice | |
| 43 | Health and Safety Compliance | % of total invoice | |
| 44 | Standby time (due to delays on Employer's side) | % of normal rate | |
| 45 | Supply, Transports and install gravel: G5 sub base material | m ³ | |

The units of measurement described in the Schedule of Rates are metric units as described below:

| | |
|----------------|---|
| m | metre |
| m ³ | cubic metre |
| Day | "Day" is defined as a standard 8 hour shift |
| Hour | Per hour |
| % | percent |

(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..... |

TENDER NO:

| | | |
|--|--|---|
| | | 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:

TENDER NO:

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

Definitions

The following definitions shall apply to this schedule:

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|---|
| Race (Ownership) | N/A | 20 | N/A | |

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

TENDER NO:

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 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 of higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of tenderer or his or her representative:.....

3.2 Identity Number:.....

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company or Close Corporation Registration Number:.....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:.....

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

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

3.8.1 If yes, furnish particulars

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

3.9.1 If yes, furnish particulars

3.10

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

TENDER NO:

3.10.1 If yes, furnish particulars

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

3.11.1 If yes, furnish particulars.....

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

3.12.1 If yes, furnish particulars

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

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

| | | |
|--|--|-------------------|
| | | TENDER NO: |
| | | |

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 Schedule

| | |
|---|--|
| 1st year: | 12 months from date of commencement of contract - Firm – No request for price increases shall be entertained. |
| 2nd year: | Subject to adjustment in accordance with the average Consumer Price Index . Base month for the price adjustment shall be the month of commencement of the 1 st year and end date shall be 12 th month of the 1 st year. (12 months totalled/12 to achieve the average CPI) |
| 3rd year: month and | Subject to adjustment in accordance with the Consumer Price Index . Base for the price adjustment shall be the month of commencement of the 2 nd year end date shall be 12 th month of the 2 nd year. (12 months totalled/12 to achieve the average CPI) |

Please Note: Year on year increases.

8.2 Contract Price Adjustment – General

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

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

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

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender 300S/2022/23 MAINTENANCE, TESTING, INVESTIGATIONS AND REPAIRS OF HIGH VOLTAGE CABLE INSTALLATIONS] 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 Applicable

| |
|--|
| Schedule 11: Schedule of Pre-Qualification Criteria Sub-Contractors |
|--|

Not Applicable

| |
|--|
| Schedule 12: 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 13: 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 14: Information to be provided with the tender |
|--|

The following information shall be provided with the Tender:

- a. Qualifications, experience and competencies of all of all cable jointers
- b. Qualifications, experience and competencies of all of all fluid cable technicians
- c. Qualifications, experience and competencies of all of all fluid cable engineers
- d. Qualifications, experience and competencies of all of all contractor representatives
- e. Qualifications, experience and competencies of all of all general foremans
- f. Confirmation of Contractor registration/accreditation

SIGNED ON BEHALF OF TENDERER:

TENDER NO:

Schedule 14A: Cable Jointers – Qualifications, experience and competencies

The information provided by Tenderers in this returnable Schedule will be used to determine whether the key personnel qualification, experience and competency requirements specified in the Specification have been met or not by the proposed personnel.

| (1) Cable Jointer Category A | | | | |
|--|--|---------------------------------|---|-----------------------------------|
| List the details of at least one competent Category A Cable Jointer, with a minimum of 2 years experience, available for this contract | | | | |
| Full name | Details of relevant qualifications obtained (qualification attained / institution / year) | Years jointing experience | Details of HV Jointing courses attended (title / training provider/year) | In Tenderer's Employ Yes/No |
| | | | | |
| | | | | |
| | | | | |

TENDER NO:

| (2) Cable Jointer Category B | | | | |
|--|--|---------------------------------|---|-----------------------------------|
| List the details of at least one competent Category B Cable Jointer, with a minimum of 2 years experience, available for this contract | | | | |
| Full name | Details of relevant qualifications obtained (qualification attained / institution / year) | Years jointing experience | Details of HV Jointing courses attended (title / training provider/year) | In Tenderer's Employ Yes/No |
| | | | | |
| | | | | |
| | | | | |

TENDER NO:

| (3) Cable Jointer Category C | | | | |
|--|--|---------------------------------|---|-----------------------------------|
| List the details of at least one competent Category C Cable Jointer, with a minimum of 2 years experience, available for this contract | | | | |
| Full name | Details of relevant qualifications obtained (qualification attained / institution / year) | Years jointing experience | Details of HV Jointing courses attended (title / training provider/year) | In Tenderer's Employ Yes/No |
| | | | | |
| | | | | |
| | | | | |

TENDERER'S SIGNATURE: _____ DATE: _____

TENDER NO:

Schedule 14B: Fluid Cable Technicians – Qualifications, experience and competencies

| List the details of at least one competent Fluid Cable Technician, with a minimum of 2 years experience, available for this contract | | | | |
|--|--|----------------------|---|-----------------------------------|
| Full name | Details of relevant qualifications obtained (qualification attained / institution / year) | Year's experience | Details of courses attended (title / training provider/year) | In Tenderer's Employ Yes/No |
| | | | | |
| | | | | |
| | | | | |

TENDERER'S SIGNATURE: _____ DATE: _____

TENDER NO:

Schedule 14C: Fluid Cable Engineers – Qualifications, experience and competencies

| List the details of at least one competent Fluid Cable Engineer, with a minimum of 2 years experience, available for this contract | | | | |
|--|--|----------------------|---|-----------------------------------|
| Full name | Details of relevant qualifications obtained (qualification attained / institution / year) | Year's experience | Details of courses attended (title / training provider/year) | In Tenderer's Employ Yes/No |
| | | | | |
| | | | | |
| | | | | |

TENDERER'S SIGNATURE: _____ DATE: _____

TENDER NO:

**Schedule 14D: Contractor
Representative – Qualifications, experience and competencies**

| List the details of at least one competent Contractor Representative, with a minimum of 2 years experience, available for this contract | | | | |
|---|--|----------------------|---|-----------------------------------|
| Full name | Details of relevant qualifications obtained (qualification attained / institution / year) | Year's experience | Details of courses attended (title / training provider/year) | In Tenderer's Employ Yes/No |
| | | | | |
| | | | | |
| | | | | |

TENDERER'S SIGNATURE: _____ DATE: _____

TENDER NO:

Schedule 14E: General Foreman – Qualifications, experience and competencies

| List the details of at least one competent General Foreman, with a minimum of 2 years experience, available for this contract | | | | |
|---|--|----------------------|---|-----------------------------------|
| Full name | Details of relevant qualifications obtained (qualification attained / institution / year) | Year's experience | Details of courses attended (title / training provider/year) | In Tenderer's Employ Yes/No |
| | | | | |
| | | | | |
| | | | | |

TENDERER'S SIGNATURE: _____ DATE: _____

SCHEDULE 14F: CONFIRMATION OF CONTRACTOR REGISTRATION / ACCREDITATION

The information on this schedule is not required for tender evaluation purposes.

SANS 9001

Where a QA system has been approved in terms of SANS 9001, state registration certificate number and standard.

Certificate

No:

SANS 14001

Where an Environmental Management System has been approved in terms of SANS 14001, state registration certificate number and standard.

Certificate

No:

OHSAS 18001

Where an Occupational Health and Safety (OHS) Management System has been approved in terms of OHSAS 18001, state registration certificate number and standard.

Certificate


No:

NRS 040-3:2002

When any work is carried out on this contract it must be done under supervision of a NRS 040 Authorised competent person. Please list NRS 040 authorised staff in the table below.

| | Name of Responsible Person | Certificate Number | Certificate Date | Copy of Certificate (Y/N) |
|---|-----------------------------------|---------------------------|-------------------------|----------------------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

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 check | | |
| | | Version: 9 | Page 62 of 145 |

TENDER NO: 300S/2022/23

TENDER DESCRIPTION: MAINTENANCE, TESTING, INVESTIGATIONS AND REPAIRS OF HIGH VOLTAGE CABLE INSTALLATIONS

CONTRACT PERIOD: THIRTY-SIX (36) MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT

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;

TENDER NO:

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

'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).

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

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

15. Warranty

Add to Clause 15.2:

15.2 This warranty for this contract shall remain valid for twelve **(12) months** after the services have been delivered.

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.
- 17.3 If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.
- 17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable:
Price adjustment shall be as per schedule 8 CPA
- 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.

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(g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.

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

17.53.2 Adjustment for variations in customs surcharge and customs duty

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

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be **[2% (two percent) of order value per week, up to a maximum of 5% (five percent) of the order value.]** A Works Project Document will be established to set out milestones during contract stage for work projects to be under taken.

- 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. Protection of Personal Information Act of 2013

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:

36.1. 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;

36.2. 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;

36.3. 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;

36.4. 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;

36.5. 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);

36.6. 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

36.7. 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

(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.

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- 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

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- 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

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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.

TENDER NO:

- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable Law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

TENDER NO:

- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY**FORM OF GUARANTEE / PERFORMANCE SECURITY****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

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

Amount in words:

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

Amount in words:

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

PERFORMANCE GUARANTEE

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

TENDER NO:

- 5.1 the Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or

TENDER NO:

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

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE**LIST OF APPROVED FINANCIAL INSTITUTIONS**

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

National Banks:

ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Credit Agricole Corporate and Investment Bank
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

American International Group Inc (AIG)
Bryte Insurance Company Ltd.
Coface s.a.
Compass Insurance Company Ltd.
Credit Guarantee Insurance Corporation of Africa.
Limited Guardrisk Insurance Company Ltd.
Hollard Insurance Company Ltd.
Infiniti Insurance Limited
Lombard Insurance Company Ltd.
New National Assurance Company Ltd.
PSG Konsult Ltd.
Regent Insurance Company Ltd.
Renasa Insurance Company Ltd.
Santam Limited

(10) FORM OF ADVANCE PAYMENT GUARANTEE**ADVANCE PAYMENT GUARANTEE****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

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

Amount in words:

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

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

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

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

Amount in words:

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

TENDER NO:

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

(10.1) ADVANCE PAYMENT SCHEDULE

Not Applicable

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

(Supplier/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)

Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 2013/14

TENDER DESCRIPTION:

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)

1. SCOPE OF SPECIFICATION

This specification details provision of maintenance, testing, investigations and repairs of high voltage cable installations on the following types of high voltage cables:

- a) 132 kV and 66 kV oil filled CSA sheathed paper insulated PVC covered three core aluminum or copper conductor cables up to 1000 mm².
- b) 132 kV, 66 kV and 33kV XLPE single/three core aluminum or copper conductor cables up to 2500 mm².
- c) 66 kV and 33 kV lead or aluminum sheathed paper insulated three core aluminum or copper conductor cables up to 1000 mm².
- d) 66 kV and 33 kV paper insulation aluminum or copper conductor single core cables up to 630 mm².
- e) 11kV paper insulation aluminium or copper conductor single/three core cables from 185mm² Up to 630mm².
- f) 11kV XLPE aluminium or copper single/three core cables from 185mm² up to 630mm².

2. FLOW CHART FOR JOINTING QUALIFICATIONS

| PHASE 1 |
|--|
| <u>BASICS</u> |
| 1. Basic measuring tools |
| 2. Basic hand tools |
| 3. Identify different materials |
| 4. Nosa |
| 5. Operating Power driven tools |
| 6. Record keeping |
| 7. Fire fighting |
| 8. First Aid |
| 9. Safety in Switch rooms and Outdoor Switch Yards |
| 10. Joint bay safety |
| 11. The use of Precision measuring tools |
| 12. The use of drawings and written instructions |
| 13. Basic fault finding and service of equipment |
| |
| |
| PHASE 2 |
| <u>GENERAL</u> |
| |
| 1. Migweld |
| 2. Cadweld |
| 3. Crimping |
| 4. Fitting link boxes |
| 5. Plumbing |
| 6. Preparing cables |
| 7. Jointing instructions and drawings |
| 8. Preparing a joint bay |
| 9. System earthing arrangement |
| 10. SVL testing |
| 11. Contact resistance |
| 12. Permit to work |
| 13. Phasing of cables |
| 14. Testing and Fault locations |
| 15. Repairs of serving faults |
| 16. Straightening methods of XLPE cables |
| 17. Fit and breakdown of fibreglass boxes |
| 18. Scaffolding/sheeting for terminations |

| |
|--|
| 19. General steelwork |
| |
| |
| PHASE 3 (JOINTER C) |
| <u>JOINTS (XLPE-HSL-PILC UP TO 132kV)</u> |
| |
| 1. Straight through joints 132kV |
| 2. Split screen joints 132kV |
| 3. Tape type joints (Paper and PVC) |
| 4. Heat shrink joints (11kV - 44kV) |
| 5. Outdoor terminations 132kV |
| |
| |
| PHASE 4 (JOINTER B) - Working Independently |
| <u>TERMINATIONS (XLPE-HSL-PILC UP TO 132kV)</u> |
| |
| 1. SF 6 |
| 2. Outdoor |
| 3. Indoor |
| 4. Oil Immersed transformers |
| 5. Heatshrink (11kV – 44kV) |
| 6. Responsibility, Supervision and Planning |
| 7. Civil work and cable installations |
| 8. Appointment/Supervision |
| |
| |
| PHASE 5 (JOINTER A) – Working Independently |
| <u>FLUID FILLED CABLES</u> |
| |
| 1. Freezing of fluid filled cables |
| 2. Straight through cables |
| 3. Stop Joints |
| 4. Transition joints |
| 5. TRF/Splitter joints |
| 6. Terminations |
| 7. Mobile oil plant and oil work |
| |
| |

From the above table the qualifications for the various jointers is;

Jointer A – Phase 1, 2, 3, 4 and 5

Jointer B – Phase 1, 2, 3 and 4

Jointer C – Phase 1,2 and 3

3. APPLICABLE STANDARDS

Work shall be in accordance with the following where applicable:

- Occupational Health and Safety Act (Act 85 of 1993)
- NRS 089-1: 2012 Maintenance of Electricity Networks - Underground distribution systems
- Environmental Management Act as amended
- SABS 10198-1:2004: The selection, handling and installation of electrical cables
- SANS 1200: Standardised specification for civil engineering construction
- NRS 040 – 3:2007 High Voltage Operating Regulations
- NRS 060 - Code of practice for clearances for electrical systems with rated voltages up to and including 145 kv, for the safety of persons
- Site Manual: Safety at Road works in urban areas (latest edition)
- Standard Specification for Roadworks: City of Cape Town, Municipal Services
- Municipal By-Laws

4. REQUIREMENTS

The work requires the installation, repair, refurbishment or replacement of straight joints, stop joints, terminating ends and installation, deviation, replacement, repair of this Directorate's high voltage and pilot / telephone / fiber optic cable runs between joint bays and the assistance in maintenance of the high voltage cable installations.

The Employer will provide 24 hours' notice and advise the nature and extent of the work requiring jointing, repairs and maintenance services during the contract period of 36 months from date of award of tender. The scope of work includes, amongst others, the following:

- a) Trenching and excavating by hand next to and on the live cables, trench backfilling, compaction and road reinstatements.
- b) Installation of HV and ancillary cables,
- c) Supporting /erecting scaffolding and boxing live HV and ancillary cables.
- d) Breaking existing concreted cable duct sections containing live cables.
- e) Recovering and re-drumming of HV and ancillary cables.
- f) Repairs to / replacement of supporting structures of HV cables inside cable tunnels in close proximity to live HV cables
- g) Extending existing cable ducts containing live cables by split ducts and concreting the new duct sections. The duct pipes shall be issued free by this Directorate.
- h) Carrying out serving testing and serving fault repairs.
- i) Conducting oil leak detection using test equipment.

| Equipment List | Quantity |
|---------------------------|-----------|
| Liquid Nitrogen | 130 kg |
| Freeze Box | 1 Ea |
| Mastic tape (Denso) | 5 rolls |
| Flow meters | 2 Ea |
| Construction Tank | 2 Ea |
| Insulated cable oil (C14) | 210 Litre |

- j) Conducting oil impregnation, residual gas pressure testing, hydraulic calculations, cable route profile graph compilation and any other small design and engineering work on oil pressurized cable systems as required by the Employer.
- k) When necessary the Employer will provide cable oil filtration and de-gasifying plant, cable oil, outer box compound, nitrogen gas and other specialized equipment.
- l) The Contractor must be equipped with the normal jointing resources including tarpaulins, jointer shacks, joint bay frames, joint bay timber, handigas and welding equipment, fire prevention and first aid equipment and transport.
- m) The Contractor may be required to provide all civil work and plant necessary for excavations, backfilling, compaction and road reinstatement and provide all road warning signs and security guards.

5. CONDITIONS OF WORK

- a) The successful Tenderer/Contractor will be responsible for all repair work and for the cost of repairs to any services, which may be damaged during the work.
- b) The Contractor shall liaise with the Local Authorities affected by the excavations for the purpose of traffic control and reinstatement. The appropriate authorities shall be informed of the extent and nature of the work one week before work commences.
- c) The Contractor shall be responsible for providing and installing all necessary equipment to protect pedestrians and traffic from injury and damage because of excavations, and shall be liable for the cost of repairs of any damage caused by his work. Should schedule work be delayed due to unforeseen circumstances, on Employer's side, an allowance may be granted to the Contractor for non-productive standby time of jointing staff from the scheduled time to the actual time of commencement of work at the specified stand-by time rate for a maximum period of three days for each incident
- d) No allowance shall be granted due to delays caused by inclement weather.
- e) Both the Contractor's Representative and the Contractor's workers on site are required to have cellular telephones to facilitate ready communication with the Employer.
- f) The Contractor is required to have on site more than adequate fire protection appliances suitable

- to combat any type of fire including burning of cable insulating oil.
- g) The Contractor is required to have on site pumps and any other plant necessary to prevent water ingress to joint bays.
 - h) All jointing material to be used shall be new materials and subject to the approval of the Employer.
 - i) The cable joint outer boxes and compound shall be supplied as free issue to the Contractor by this Directorate.
 - j) The tinning and plumbing metal shall be to approval of the Employer.
 - k) Backfilling of joint bays shall comprise approved stone free filling sand over the joints thereafter clean fill to ground level. Light vibropan compaction shall be carried out at not more than 500 mm deep layers.
 - l) Where the normal thermal resistivity of the indigenous soil exceeds $1,2^{\circ}\text{C.m/W}$ a selected sand fill shall be used to provide a bedding under the cables of 100 mm and a covering above the cables of 300 mm. Warning/danger tape should then be laid above cable at this depth.
 - m) As far as possible only one cable should be exposed at a time during the work.
 - n) Any live feeder shall remain covered with sand to a depth of 300 mm otherwise it must be protected with a double layer of sand bags.
 - o) In the event that freezing of the cable is necessary to prevent excessive loss of oil during jointing the freeze procedure shall be approved by the Employer before work commences.

6. JOINT BAYS

- a) Major joint bays are considered to be 10 m x 3 m x 1,6 m in size and include removal of road surface where necessary.
- b) Minor joint bays are considered to be 5 m x 3 m x 1,6 m in size and located in normal ground.

7. CABLE INSULATING OIL

- a) Cable insulating oil shall be supplied as free issue to the Contractor by this Directorate.
- b) The Contractor shall carry out impregnation and RGP tests of the oil circuit before and after refurbishment work. The final test results should be at least equal to the preliminary test results.

8. SERVING TESTS

- a) Each joint, where possible, before and after repairs, shall be checked to ascertain whether a serving fault exists.
- b) By arrangement with the Employer, serving tests shall be carried out on 132 kV, 66 kV 33kV and 11kV cable circuits. When required by the Employer serving faults may be repaired by the Contractor at the cost stated in the Form of Tender.
- c) Cable serving repairs must be carried out in accordance with the requirements of SANS.....
- d) Tenderers shall state in Schedule A details of their experience in serving testing, fault location and serving fault repairs of 132 kV, 66 kV and 33kV PVC covered aluminum sheathed fluid filled and XLPE cables.

9. PRESSURE, DIAGNOSTIC AND FAULT LOCATION TESTS

- a) By arrangement with the Employer, pressure testing, diagnostic and fault location tests shall be carried out on 33 kV and 11kV cable circuits with applicable test equipment as per SANS10198-13 at the cost stated in the Form of Tender.
- b) Tenderers shall state in Schedule A details of their experience in pressure testing, fault location and diagnostic test of 11 kV and 33kV PILC and XLPE cables.

10. SAFETY PRECAUTIONS

- a) The Contractor shall be responsible for ensuring that all necessary precautions against induced voltages have been taken for the safety of workmen when working in proximity to live high voltage circuits. All work shall be carried out in a manner which complies with the requirements of the Occupational Health and Safety Act or such other code of practice as may be approved by the Employer. All equipment used or supplied shall comply similarly.
- b) Notwithstanding the fact that the successful Tenderer is solely responsible for the actions of his staff and any duly appointed sub-contractors, the Employer reserves the right for himself, or his nominated representative, to inspect and monitor working methods and materials handling to

- ensure that safe working practices are being adhered to at all times.
- c) The Contractor, his representatives and workmen shall in all ways comply with the Operating Regulations for High Voltage System.

11. ACCOMMODATION FOR WORKMEN AND MATERIALS

The Contractor shall provide, erect and maintain proper sheds and shelters such as are necessary for his own as well as his sub contractor's workmen, and for the storage of his own as well as his sub contractor's plant, tackle, implements and materials. The Contractor will be required to obtain and abide by the Employer decisions as to the position of all temporary plant, sheds, shelters, etc., and also with regard to the space available for storing and handling the materials on site.

12. OBLIGATIONS OF THE CONTRACTOR

The successful Tenderer shall, on receipt of an acceptance notice, furnish the Employer with the names and identification numbers of all staff, including sub-contractors if any, who will be employed on the site. Working hours are to be agreed upon with the Employer in order to ensure that the affected feeders are re-commissioned as soon as possible.

13. CONTRACTOR'S STAFF

- a) Only Jointers, Technicians and Engineers who have been adequately trained and have extensive experience in the jointing of Oil, XLPE and PILC High Voltage cables at 132kV, 66kV, 33kV and 11kV will be allowed to perform jointing work.
- b) The staff engaged in jointing, installation work and the other type of work as listed in the detailed specification must be supervised by the General Forman or Contractor's Representative who must be fully experienced and competent in the maintenance testing and repairs of High Voltage cable installation ranging from 132kV to 11kV .

14. Warranty

Tenderers shall state in respect of the service offered the extent of warranty and coverage under which any portion of the service in which any defect due to faulty workmanship or manufacture may develop within that period, will be replaced free of all charges to the Municipality, such period to commence from the date of completion of the service. The warranty period shall in no event be less than 12 months.

15. COMPLIANCE WITH REGULATIONS

- a) All work, apparatus and materials supplied under this Specification shall comply with the current requirements of the Occupational Health and Safety Act (Act 85 of 1993) as revised, the regulations incorporated therein, and any regulations issued in modification or substitution thereof. In addition, they shall comply with any other requirements having the force of law to which the Municipality of the City of Cape Town is subject.
- b) The successful Tenderer, prior to the commencement of any work at site, shall complete and return to the Employer the Form of Indemnity and the Agreement in Respect of Work to be Performed by a Mandatary attached to this Specification, thereby accepting full responsibility for the work and actions of his staff for the duration of the contract period.

The Employer will supply the successful Tenderer with cable and joint details, route plan and joint bay details.

HEALTH AND SAFETY SPECIFICATION

1 GENERAL

- 1.1 The Contractor shall comply with the Occupational Health and Safety Act, Act 85 of 1993 as amended (OHS Act) and, in particular, with the Construction Regulations, 2003.
- 1.2 All the work included in this Contract shall be managed in accordance with all the relevant regulations of the OHS Act and, for the purposes of complying with the Construction Regulations, shall be deemed to be "construction work".
- 1.3 It should be noted that the Specification generally describes the end product and not specific methods. As the methods of construction to be used are generally determined by the Contractor, detailed safety requirements applicable to all the operations to be carried out on Site are not provided in the contract documentation. The Contractor shall apply all the relevant safety regulations and requirements to the work methods and materials used.

2 EXISTING CONDITIONS

- 2.1 The Contractor shall take into account, inter alia, the following conditions when complying with the OHS Act:
 - Live high voltage and medium voltage electrical equipment.
 - Existing utility services.
 - Surrounding land use.
 - Anticipated weather conditions.
 - Wild animals such as snakes, spiders and scorpions.

3 CONSTRUCTION MATERIALS

- 3.1 The following commonly used construction materials and substances potentially pose health and safety hazards:
 - All materials contained in pressurized containers
 - Bitumen products
 - Cement
 - Epoxies
 - Insulating oils and compounds
 - Lime and other stabilizing agents
 - Paints
 - Sulphur hexafluoride gas
 - Tar products
 - Timber preservatives
- 3.2 The Contractor shall take appropriate measures to manage the risks associated with the use of all the materials required to complete the Works, i.e. not only those listed above, and shall, inter alia, implement all the precautionary measures provided by manufacturers and suppliers for the storage, use and application of materials used.

4 USE OF SITE BY THE EMPLOYER

- 4.1 The Contractor shall permit the Employer continuous access to the site in order to operate and maintain the existing electrical plant.

5 SITE RULES

- 5.1 The Contractor will not be permitted access to, nor to commence any work in, the substation yard until he has obtained from the Employer the relevant way-leaves, permissions and permits applicable to working near any existing services or other infrastructure on Site. The Contractor shall abide by the safety conditions imposed by such way-leaves, permissions or permits.
- 5.2 Provided that the Contractor has submitted an acceptable health and safety plan, the site will be handed over to the Contractor. Thereafter, the Contractor will be entirely responsible for the safety of his staff and any other person on the site, and the public in the area in close proximity to the site.

- 5.3 The Contractor shall appoint a Construction Supervisor who shall be a competent person in terms of the OHS Act and shall have at least 5 years' relevant construction experience.
- 5.4 All incidents shall be reported strictly in accordance with the requirements of the OHS Act and the Conditions of Contract.

6 HEALTH AND SAFETY PLAN

6.1 In compliance with the Construction Regulations, at least 14 days prior to commencing work on site, the Contractor shall submit a comprehensive health and safety plan for approval by the Employer. The health and safety plan shall address all identified hazards on site and shall include but not be limited to:

- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;
- Safety method statements and procedures to be adopted to ensure compliance with the OHS Act. Aspects to be addressed shall include, as a minimum:
 - Storage and use of materials
 - The use of tools, vehicles and plant
 - Temporary support structures
 - Working at height
 - Excavation work
 - Demolition work
 - Security, access control and the exclusion of unauthorised persons
 - Working in close proximity to live underground and overhead electrical services
 - Public vehicular and pedestrian traffic accommodation measures
 - Control of the movement of construction vehicles
- The provision and use of temporary services
- Compliance with way-leaves, permissions and permits
- Safety equipment, devices and clothing to be employed
- Emergency procedures
- Provision of welfare facilities
- Induction and training
- Provision and maintenance of the health and safety file and other documentation
- Arrangements for monitoring and control to ensure compliance with the safety plan

7 ELECTRICAL HAZARD

- 7.1 The construction site is the cable route in road reserves, public open spaces and nature reserves as well as existing substation sites and the Contractor will have to work in close proximity to live 11 kV,, 33 kV, 66kV and 132 kV equipment. The Contractor shall take note of the possibility of induced currents and voltages in certain materials.
- 7.2 The Contractor shall provide all necessary barriers to restrict staff from entering identified danger zones. In substations the barriers shall be at least 1,2 m high and constructed from electrically non-conductive material. The maximum height shall be such as to maintain the required clearances from live parts.
- 7.3 All rigid items longer than 1,5 m shall be carried below shoulder height by at least two people, one at each end, to prevent wayward movement and contact with or close proximity to live equipment.
- 7.4 The safety clearances stipulated in the NRS 060 shall be maintained at all times.
- 7.5 Vehicles on site shall be driven under the close supervision of the site supervisor to ensure that the safety clearances are not infringed at any time.

8 EXISTING UNDERGROUND CABLES

- 8.1 The Employer will indicate the position of the existing live low voltage (excluding house connection cables), medium voltage and high voltage underground cables. The Contractor shall expose the cables carefully by hand before relocating the cables to the required positions.
- 8.2 The Contractor shall ensure that all exposed low voltage, medium voltage and high voltage cables and structures are protected against mechanical damage at all times. Damage to any existing services shall be rectified at the sole cost of the Contractor and to the satisfaction of the Employer.

- 8.3 No spikes, stakes or pegs may be driven into the ground unless it has been ascertained that safety clearances will be maintained and that no damage will be caused to underground cables or other services.

9 SITE SECURITY

- 9.1 The Contractor shall provide security personnel, on a 24 hr basis, for the duration of the work on site to ensure the security of the Site and the Works, including all exposed services and materials on site. The number of security personnel employed shall be adequate to ensure an effective, efficient and reliable service. Security personnel shall be issued with communication devices to enable them to contact their supervisors and promptly get support and enforcement in the event of an emergency which can arise anytime.
- 9.2 The Contractor shall ensure that no member of the public or other unauthorised person enters the site at any time and shall ensure that access to the site is closed and locked at all times.

10 STAFF TRAINING

- 10.1 Prior to commencing work on site, the Contractor shall ensure that all staff on site have completed a training course during which they are instructed of the hazards on site and the actions required of them. No staff shall be permitted to work on site unless they have completed the training.
- 10.2 A safety meeting shall be held at least once a week, which all staff shall attend, to inform them of any existing or new hazard or health risk present on site.
- 10.3 The proceedings of the safety meetings shall be recorded in writing and each staff member. A declaration by each staff member that they understand the hazards and risks and the mitigating actions required of them shall be attached to these minutes. The minutes shall be kept on file on site at all times.
- 10.4 Every day, before commencing work, the Contractor shall hold a short discussion during which one staff member explains to the rest of the work team his/her understanding of the inherent hazards and risks. A different staff member shall be chosen each day so that all staff are required to demonstrate that they have a clear understanding of the hazards on site.

11 AUDITS BY THE EMPLOYER

The Contractor shall permit the Employer to conduct, at an agreed interval, regular audits of the implementation and maintenance of the approved health and safety plan and shall co-operate and provide all the documentation, as may be required, in this regard.

TRENCHING SPECIFICATION

1 GENERAL

1.1 DEFINITIONS, ABBREVIATIONS AND TERMS

Wherever in the Specifications and other contract documents the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

1.1.1 ABBREVIATIONS

AASHTO: American Association of State Highway and Transportation Officials
BS : British Standard
CBR : California Bearing Ratio
SABS : South African Bureau of Standards

1.1.2 BASECOURSE

The base course is a layer of specified material of planned thickness imported and placed immediately below the bituminous surfacing or concrete surface slab.

1.1.3 CARRIAGEWAY

The carriageway is the area normally travelled by vehicles, and consists of the various traffic lanes, exclusive of shoulders.

1.1.4 FILL

The fill is the material placed to achieve the designed course level immediately below the selected layer/s.

1.1.5 FOOTWAY

The footway is the areas within the road reserve restricted to pedestrian traffic.

1.1.6 ROAD PRISM WIDTH

The road prism width is the horizontal distance between the inter-section points, on each side of the road, of the slope of the cut and fills with the natural ground level.

1.1.7 ROAD RESERVE

The road reserve is that area of land reserved for the road including, wherever applicable, the areas required for interchanges, and is the width of the road prism and verges.

1.1.8 SELECTED LAYER

The lower layer or layers of the pavement which is constructed direct onto the fill or the natural in site material in the absence of fill.

1.1.9 SERVICES

Cables, pipes or other structures to provide inter alia, conduits for electricity, telephone and telegraph connections, water, sewerage, gas, etc.

1.1.10 SUB-GRADE

The sub-grade is the material beneath the final profile of the road excepting for the sub-base and base course layers.

1.1.11 SUB-BASE

The sub-base is a single layer of specified material of planned thickness imported and placed between the sub-grade and the base course at locations directed by the Employer.

1.1.12 VERGE

The verge is the area of the road reserve between the edge of the road reserve boundary and the road prism.

1.2 ENVIRONMENTAL MANAGEMENT PROGRAMME

1.2.1 Further to this specification all work undertaken under this contract is subject to the Environmental Management Programme.

1.3 GENERAL REQUIREMENTS AND PROVISIONS

1.3.1 OCCUPATION OF LAND AND ACCESS

The Employer will provide for the right of way across all lands on which the Works are to be constructed and will set aside an area for use by the Contractor for the purpose of the Contract.

The Contractor shall be deemed to have visited the site, examined the conditions, the means of access, the conditions under which the work is to be done, acquainted himself with any limitations or restrictions that may be imposed upon him and is to provide for any additional costs involved thereby and all as more fully set forth in Clause 7 of the specification for Cable Jointing and Maintenance Services for High Voltage Cables.

The Contractor must satisfy himself as to the exact nature of the material to be excavated, as well as to all natural causes and conditions affecting this Contract.

No claim will be recognised after submission of tender on the ground of lack of knowledge of any of the foregoing.

1.3.2 NAME BOARDS

The Contractor will be permitted to erect in positions sanctioned by the Employer two advertising name boards of approved design on which his own name and the name of his sub-contractors may be exhibited. No other advertising name board may be displayed on the works or site without the prior written consent of the Employer. These name boards shall be removed from the site when the works are taken over by the Employer at the beginning of the defects liability period.

1.3.3 MEDICAL ATTENDANCE

The Contractor shall provide a comprehensive First Aid Kit on site and all medical attendance for his men whenever required, and shall bear all necessary expenses in connection with medical treatment upon the works, or in removal to the nearest hospital, of any of his workmen who may meet with injury whilst engaged under him on the works.

In the case of any casualty, accident or epidemic occurring on the works, the Contractor shall immediately send particulars thereof to the Employer.

1.3.4 SITE INSTRUCTION BOOK

Any ad-hoc decisions taken on site jointly by the Contractor's site supervisor and the Employer's Clerk of Works in respect of minor, unforeseen, day to day issues together with any instructions by the latter or observations by both parties in view of weather, ground conditions, obstructions, hindrances and the like, shall be recorded in the site instruction book. All such entries shall be in duplicate and shall be jointly signed by the Contractor's site supervisor and the Clerk of Works. No claims for extras or extensions to the contract period arising from such ad-hoc decisions or from unforeseen obstructions or hindrances will be entertained unless all such cases are adequately substantiated by legitimate entries in the site instruction book.

1.4 ACCOMMODATION OF TRAFFIC

1.4.1 TEMPORARY ROADS AND GANGWAYS

The Contractor shall provide and maintain all such temporary roads and gangways as may be necessary for the proper execution of the works and shall remove all traces of same to the satisfaction of the Employer.

1.4.2 MAINTENANCE OF TRAFFIC

Management of traffic in general, shall be in accordance with the recommendations off CSRA-CUTA Road Traffic Sub-Committee Road Signs Note No. 13 - Road Works and the following:

(a) Providing Bypasses

The Contractor shall keep safe and open to traffic all roads both adjacent to, and crossing the works so that traffic may move continuously in both directions at all times. The Contractor shall not deviate the traffic nor restrict its movements without the prior written sanction of the Employer, and any deviation of an existing road with asphalted surface shall be constructed to the following standards and conditions:

The gradients, cross falls and/or cambers of deviations shall be approximately comparable to the gradients, cross falls and/or cambers of the section of road deviated and any bends contained therein shall be constructed to a radius as large as the conditions obtaining at the site will allow. The minimum radius of the inner curve of any bend shall be 9 m.

All storm water collected due to the construction of the deviation shall be collected into and carried by properly constructed drains or pipes to an approved disposal point all to the satisfaction of the Employer.

The standard of the construction of a road deviation shall be as follows:

1. Width:

Minimum width shall be 7,2 m for 2-way traffic.

2. After excavation to the sub-grade where required, it shall be compacted as specified in Clause 3.1.2.

3. Base Course:

The base course shall consist of a sub-base course conforming to the requirements of Clause 4.2, 150 mm in thickness measured after compaction, laid and compacted as specified in Clauses 4.3.3 and 4.3.4.

4. Wearing Course:

The wearing course shall consist of a Wearing Course Premix, 40 mm in thickness measured after compaction, all as specified in Clause 4.5.

The Contractor shall maintain the deviations and remove all traces of same before the end of the Contract.

(b) Traffic - Control devices

If he deems it necessary the Employer may instruct the Contractor to provide flagmen at all deviations, and/or restrictions caused by the works, together with such coloured flags, lights, burners, signage and notices (hereinafter referred to as traffic- control devices), as may be required for the efficient control of traffic using the deviation or restriction. These traffic-control devices are to be in accordance with CSRA - CUTA Road Traffic Sub-Committee Road Signs Note No 13 - Roadworks, the drawings in the South African Road Traffic Signs Manual, and the directions in Safety at Roadworks in Urban Areas published by The Department of Transport. The Contractor shall remove them when no longer required. It shall be incumbent upon the Contractor to see to it that the abovementioned traffic control devices are present at all times and are functioning properly, but, prior to any section of the road which requires the above facilities being opened to traffic, the Contractor shall submit his proposals in this connection to the Employer for his information and comment.

1.4.3 PROTECTION OF TRAFFIC

The Contractor shall, where trenching is done within roads in use and where the direction of traffic flow is altered and/or diverted around such works, provide, erect and maintain at all times to the satisfaction of the Employer a strongly constructed barrier for the protection of traffic. The barrier shall extend over the full width of that portion of road being excavated and shall be provided with large drums weighted with internal ballast, 2 m apart, painted white and onto which scattered pieces of red reflective material have been firmly attached with not less than 6 pieces being

Visible from any direction, each piece measuring not less than 0,005 m⁵ in area. The barrier shall also be provided with demarcation tape and night lights shaded orange or red, as directed, and electrically operated where power is available, each light being supported firmly not further apart than 1 m along the whole length of the barrier and approximately 1,2 m above road level. A suitable notice board shall be provided at each barrier together with a warning notice situated at least 60 m from the barrier on the side of approaching traffic, both notices to be clearly visible to traffic throughout the day and night. All such barriers and notices shall comply with the requirements of the Consolidated Road Traffic Regulations as amended from time to time to the satisfaction of the Employer and all other relevant authorities.

The Contractor shall also provide, erect and maintain at all times to the satisfaction of the Employer a similar barrier, or barriers, as specified above at the edge of, and along the whole length of any existing road flanking and adjoining all works under construction carried out by the Contractor or any other work specifically mentioned in the Specification, notwithstanding the fact that such works may already be situated between end barriers described above. The Employer may, at his discretion, allow the drums and night lights to be spaced further apart than the distances stated above dependent on site conditions.

1.4.4 USE OF PRIVATE ROADS

Neither the Contractor, nor his Sub-Contractors, nor any supplier delivering any material to the works, shall use any private road unless prior written permission has been obtained from the Owner and such permission has been shown to the Employer.

In the event of the Contractor receiving permission from the Owner to use a private road he shall be responsible for any repairs or maintenance required on such roads due to their being used either by himself, his Sub-Contractors or by his suppliers of materials.

1.4.5 ACCESS TO PRIVATE PROPERTIES

The Contractor shall afford all reasonable access, both pedestrian and vehicular, to all owners, or occupiers, of properties abutting on roads adjacent to, and affected by, the Works and maintain and protect the same as elsewhere specified.

1.4.6 TRAFFIC ACCOMMODATION PLAN

The Contractor shall submit a detailed traffic accommodation plan to the Employer for approval.

1.5 EXISTING SERVICES

1.5.1 INTERFERENCE WITH EXISTING SERVICES

Prior to commencing work on site, and in good time, the Contractor shall confer with all Authorities and Departments concerned regarding all services, both overhead and underground affected by the Works. The Contractor shall convene such conferences and shall satisfy himself that he has obtained all the information regarding existing services that he needs to complete the Contract. The Contractor will also be informed which existing services, if any, will be picked up and relaid and whether it is proposed to lay any new services during the period of the Contract, and a Schedule of Operations, insofar as the services are concerned, shall be drawn up and agreed upon. No work shall be started until such Schedule of Operations has been agreed upon.

Thereafter the Contractor shall carry out the trenching with the minimum interference to existing services. He shall co-operate with all Authorities and Departments concerned and he shall be solely responsible for informing all Authorities and Departments in good time before the stage of the construction is reached for the laying and/or relaying of any particular service in accordance with the Schedule of Operations.

If the Contractor claims that the progress of the Works is being retarded by the failure of any Authority or Department to lay, remove or divert pipes, ducts, cables or poles within a reasonable time, he may claim an extension of the Time for Completion as provided for in the Conditions of Contract.

The cost of alterations to services necessitated by this contract will be borne by the Employer, but the cost of repairing any damage to services due to miscalculations or negligence on the part of the Contractor or due to his failure to carry out his responsibilities as stated above, will be charged to the Contractor without the right of refund.

The Contractor shall allow all reasonable access to any Authority or Department for the purpose of maintaining, laying and/or relaying any service cables or mains during the period of the Contract.

The Contractor shall exercise all reasonable care not to disturb in any way the survey boxes and control pin therein, and he shall conduct no work in their vicinity until he has advised the Director of Land Management of the City of Cape Town of his intention to do so.

If it should be necessary to alter the level of any Telkom manhole frame and cover, the Contractor must arrange with the Authority concerned to carry out such work. The Employer will not be responsible for any delays incurred due to such alterations.

1.5.2 EXCAVATION OVER UNDERGROUND SERVICES

Where at any stage during construction, cover over underground services will be less than 0,6 m or where the Authority concerned deems it advisable, the Contractor shall carry out any necessary excavation by hand over a width extending 1,5 m clear on each side of existing electric cables and 1,0 m clear on each side of other services.

The Contractor shall verify on site the depth of underground services in consultation with the Authorities concerned.

Excavation shall be carried out carefully. The Contractor shall follow recognised safe digging practices and shall locate the position of any buried services with an adequate number of trial holes dug using hand tools. (The use of picks or/and crowbars is not allowed).

The Contractor is specifically referred to Clause 3.1.1 and 3.1.2 for methods of backfill and compaction.

This Clause in no way relieves the Contractor of his responsibilities as set out in Clause 1.4.1 of this Schedule.

1.6 CLAUSES RELATING TO TRENCHING

1.6.1 METHODS OF EXCAVATION AND BACK FILLING

Tenderers are required to submit with their tender for the information and approval of the Employer, a brief description of their proposed methods and plant, for carrying out the work. These tentative proposals may be varied as conditions demand, but any departure therefrom shall only be carried out with the approval of the Employer. Nothing in the approval of the Employer to these proposals shall be construed as derogating from, varying or in any manner whatsoever diminishing the obligations of the Contractor to the Employer under the Contract, and in this respect the risk shall be and remain throughout with the Contractor.

1.6.2 PROGRAMME OF OPERATIONS

Before commencing any work on the site, the Contractor shall deliver to the Employer, in writing, a programme of operations, detailing his proposed trenching method for, and sequence and approximate dates of all principal operations on the site.

1.6.3 SAMPLES

Not Applicable

1.6.4 TEMPORARY WORKS AND PLANT, ETC

The Contractor is to provide all scaffoldings, staging, gangways, ladders, tackle, timbering, shuttering and formwork, utensils, tools, implements, internal vibrators, machinery, engines, pumps, hoists, apparatus and all other necessary plant and requisites, and all labour, supervisions, carriage, cartage and transportation, which although not specifically mentioned, may nevertheless be necessary for the due and proper performance of the work in terms of the Contract. The Contractor shall provide in the various items in the Schedules of Quantities, relevant to the work of any sub-contractors, for all access thereto which will be necessary in connection therewith in the execution of the Works.

1.6.5 SAFETY PRECAUTIONS

The Contractor shall provide, erect and maintain sufficient strongly constructed hoardings, fans, gantries, screens, fences, barriers, footways, gangways, notice boards, lights and beacons, that may be necessary to protect and light the works and site sufficiently, and take all other precautions requisite for the protection of life and property until the works have been completed in terms of the Contract and shall pay all fees and charges demandable. All hoardings, fences, barriers, footways, gangways, etc., are to be constructed in strict accordance with the various municipal requirements to the satisfaction of the Employer, and are to be removed when they are no longer required.

The Contractor shall be responsible for security arrangements required on site to protect the electric cables fittings, materials etc. any other service exposed by the excavations as well as his own equipment, work etc.

Upon completion of the contract all temporary structures shall be removed, and the working area shall be cleaned up and left in a condition to the satisfaction of the Employer.

1.6.6 PROTECTION

The Contractor shall be responsible for, and make good all damage to the works and site, from any cause whatsoever, and shall reinstate in all respects at his own expense the Works and site until the date of issue of the last Defects Liability Certificate.

The Contractor shall close up or otherwise protect and cover up all works requiring same, including the work of sub-contractors, and shall remove same and clean off on completion.

The Contractor shall keep the whole of the Works during the progress of the Contract free and clear of water, sand, silt mud or any obstruction whatsoever which may arise or come into any part thereof whether by reason of rains, floods, springs, surcharging or temporarily blocked storm water drains, or any other cause, and shall provide for all necessary temporary coverings, drains, piping, channels, permanent or temporary trenches, baling, pumping and so forth, as may be necessary.

1.6.7 IMPOUNDING OF WATER

Should the work necessitate the temporary impounding or diversion of flood or natural water or the discharge of water by other means, the work shall be executed in such manner as not to cause any damage to public or private property or other construction work in the vicinity.

1.6.8 WATER

All water to be used on the works shall be taken from the municipal water mains or other approved sources. The Contractor shall ascertain the source of supply and shall pay all the prescribed connection fees and charges for the supply of water, and provide and maintain all the necessary pumps, piping, storage tanks, etc., for conveyance of water to, and distribution in the works, and shall properly plug and take up such supply at the completion of the works to the satisfaction of the Engineer if so required.

The Employer accepts no responsibility for shortage of water caused by restriction or from any cause whatsoever.

During periods of municipal water restrictions, the Contractor will have to use sources of water other than the municipal mains. The cost of exploring for water, sinking boreholes, pumping, constructing storage dams, hauling from distant sources, and paying all charges shall be included in the tendered prices and no compensation will be paid should restrictions force the prohibition of the use of mains water.

1.6.9 ELECTRIC LIGHT AND POWER

The Contractor shall provide a sufficient supply of electric light and power for his own use. If a supply of electrical energy is required from the Electricity Undertaking's distribution mains, he shall make his own arrangements with the Electricity Undertaking and shall pay all fees and charges for connection, installation, including electrician's work and materials, current consumed and all costs incidental thereto.

The Employer accepts no responsibility for power cuts or for failure in electricity supplies.

1.6.10 NIGHT WORK AND WORK ON PUBLIC HOLIDAYS

The Contractor shall, at no extra remuneration beyond the contract prices stated, execute any portion of the work deemed necessary by the Employer during the night or on Sundays or holidays recognised as such in the Civil Engineering Industry.

On all such occasions he shall have available sufficient relays of men, under adequate supervision, to carry out the necessary work ordered by the Employer.

Should it be essential, with the Employer's approval, for any work to be undertaken at night the Contractor shall arrange for proper illumination of the works affected to the satisfaction of the Employer.

In the event of an emergency arising, the Contractor shall, without the Employer's written consent and at no extra remuneration beyond the Contract prices stated, carry out any work except that to installations of a service authority which he deems necessary during the night or on Saturdays or Sundays or holidays recognised as such in the Civil Engineering Industry and he shall report to the Employer in writing within 24 hours of the occurrence, stating the nature and duration of the work done.

1.6.11 PRESERVATION OF AMENITY

When the proposed works are adjacent to, or are situated within, a residential area, or are close to either Churches or Schools, the construction work shall be carried out in such a way that the environment is disturbed as little as possible.

The Contractor shall not, without prior written authority of the Employer operate any plant or vehicles outside the areas occupied by the works, and shall clearly demarcate the limits of these areas at all times.

All engines of mobile plant shall be properly silenced and run so as to minimise noise.

Stationary plant including concrete mixers shall be set up only on the site of the works in areas approved by the Employer, and shall be run so as to minimise noise.

Working areas to which the Contractor will be restricted, are indicated on the Contract Drawings or specified by the Employer.

1.6.12 BLASTING AND USE OF EXPLOSIVES

Where blasting operations are required in the execution of this Contract, such work shall be carried out only on the written authority of the Employer and in strict conformity with the latest Government Regulations and municipal requirements. Such municipal requirements may be ascertained on application to the Employer. All damage to property or persons caused by blasting shall be repaired or compensated for by the Contractor at his own cost.

1.6.13 MATERIALS FOUND ON SITE

The Contractor shall not use on the works any materials found on the site without the prior written consent of the Employer.

1.6.14 ATTENDANCE

The Contractor shall attend upon the Employers and other workmen executing work hereinafter specified, and make good after, in and by all trades, execute all jobbing work and leave all perfect at completion.

1.6.15 LATRINES

The Contractor shall provide and maintain proper latrine buildings with separate and sufficient accommodation for professional persons and labourers, to the satisfaction of the appropriate health authority, and shall place these in such positions as the Employer may direct.

All stercus and urine, as well as all rubbish, kitchen refuse, etc, shall be removed daily. All receptacles for human excreta shall be provided with tight fitting covers which shall be securely applied during the

process of removal, and the receptacles shall be thoroughly cleaned and disinfected when empty.

On completion of the work, the Contractor shall clear away and remove all traces of the said latrines and disinfect the site.

Any person employed by the Contractor found defecating, or urinating except in the places appointed for that purpose, shall be immediately and permanently removed from the site.

1.6.16 PARKING OF CONTRACTORS EQUIPMENT

The Contractor shall not park any item of mechanical plant or transport on any asphalt surfaces and if, in the opinion of the Employer, the road surface has been damaged due to such parking, by leakage of fuels or oils or any other cause, the Contractor shall cut out, neatly rematch and replace such affected areas at his expense to the satisfaction of the Employer.

1.6.17 CONTAMINATION OF GROUND

The Contractor shall take all precautions to ensure that no soil is contaminated with petrol, oil or any other substance harmful to the growth of vegetation. He shall remove any soil which in the Employer's opinion he had caused to become so contaminated, shall dispose of it as instructed by the Employer and shall replace it with soil to the Employer approval.

In particular, he will be required to remove from the ground and take away from the site all surplus or spilt concrete, cement grout, stone and sand stockpiles, etc.

1.6.18 DUST, SAND AND MUD NUISANCE

The Contractor shall take all necessary precautions to control and eradicate any dust, sand or mud nuisance which may arise due to his operations on site, delivery of materials or disposal of spoil. If he deems it necessary, the Employer may instruct the Contractor to eradicate the dust and sand nuisance by wetting all surfaces responsible and/or covering all materials in vehicles causing such nuisance, and to eradicate the mud nuisance by clearing the surfaces of all access roads of any accumulation of material which may become slippery after being wetted or dusty when dry.

If necessary, or when instructed, the Contractor shall clean clay, sand or mud from the wheels of any vehicles driven on surfaced roads.

1.6.19 PROPERTY BOUNDARY PEGS

Prior to any work being carried out the Contractor and the Employer, by means of a combined inspection, shall establish whether boundary pegs exist or not at all boundaries which may be affected by the works.

Any property boundary peg removed or displaced by the Contractor without the Employer written consent shall be replaced by a Land Surveyor at the Contractor's expense.

On completion of the works, the Contractor and the Employer shall, again by means of a combined inspection, establish whether any boundary pegs have been removed or displaced.

Property boundary pegs removed or displaced by the Contractor with the Employer consent will, if necessary, be replaced at the Council's expense.

1.6.20 WORK AFFECTING PRIVATE PROPERTY

Before commencing any work affecting private property the Contractor shall give the owner at least two weeks' notice in writing to enable the latter to make any necessary arrangements.

The Contractor shall carry out all works affecting private property with as little inconvenience to the occupiers as reasonably as possible. No hedges, shrubs or trees shall be cut down or cut back without the prior consent of the Employer, and the Contractor shall endeavour to damage gardens as little as possible. The Employer will replace any hedges, shrubs or trees removed of necessity during construction but any of these which, in the opinion of the Employer, have been damaged as a result of the Contractor's negligence will be replaced by the Employer at the Contractor's expense. Where practicable during trenching, the top 300 mm of garden soil shall be set aside and replaced or used

elsewhere on the site on completion of the work.

1.6.21 WORK ON PRIVATE PROPERTY

Alterations required to be done to private property in consequence of the Works, will be carried out by the Employer unless otherwise specified. Where such work must be carried out timeously with the Contractor's work, the onus shall be on the Contractor to give the Employer at least one month's notice of the requirement.

2 TRENCHING AND INSTALLATION OF CABLES

2.1 SITE CLEARANCE

2.1.1 CLEARANCE OF SITE

The Contractor shall clear the site to the extent necessary for the proper execution of the Works. He shall remove from the site all obstructions and all vegetable growth and suitably dispose of same. All roots shall be grubbed up and disposed of as above. Any dumps or piles of such vegetable matter or rubbish awaiting disposal shall be placed in a position such as not to endanger or interfere with the works, pedestrians, traffic or property and the Employer, if he/she deems it necessary, may order the Contractor to remove such dumps or piles from the site of the works immediately.

2.1.2 GRASS SURFACE

During trench excavation the grass shall be cut into 300 mm x 300 mm sods to be stored and maintained in a safe place. The sods shall be replaced as trench reinstatement progresses.

2.1.3 REMOVAL OF SURFACE SOIL

Unless otherwise instructed by the Employer, any material excavated on the site, which in the opinion of the Employer is organic topsoil, shall be stockpiled on an approved site adjacent to the works or within the Contractor's working area, for re-use as topsoil. All excavated material which, in the opinion of the Employer, is not suitable for re-use shall be carted away from the site before any further work is commenced.

Any topsoil in excess of the Contractor's requirements shall be removed from site.

2.1.4 RUBBISH

The Contractor is to provide for clearing up and carting away all rubbish and debris of whatever kind as it accumulates throughout the currency of the Contract, and at completion is to clear away and remove all other rubbish, unused material, temporary erections, plant and debris, and leave the site and the whole of the works and each completed portion thereof clean and tidy to the entire satisfaction of the Employer.

2.1.5 PRESERVATION OF TREES

The Contractor shall not cut down, damage or mutilate any tree or tree root, especially any tree outside the limits of the new works, without the prior consent of the Employer.

All trees other than those whose removal is necessitated by the requirements of the Contract shall be protected by the Contractor at his own expense. Any tree which is to be preserved and which is damaged in any way which, in the opinion of the Employer, is detrimental to the tree and is due to the Contractor's negligence, shall be removed and another planted by the Employer. The cost thereof and the estimated cost of maintaining the tree to maturity shall be for the Contractor's account. All protective fences, etc. shall be removed and ground surface restored after all plant has been removed from the site.

2.1.6 REMOVAL OF TREES

Should the Contractor be required to cut down any trees, such cutting shall be done as directed by the Employer so as to avoid damage to adjacent property, trees, bushes, etc., or risk to road traffic or any member of the public. The trunks, stumps and all other material shall be removed from the site by the Contractor, unless otherwise specified in the Contract documents.

The Contractor shall cut down and remove from the site only those trees which have been measured by the Employer in terms of the Schedule of Quantities and shall grub up and remove the stumps thereof from the site. The holes or depressions resulting from the tree removal shall be filled with approved material and compacted as specified in Clause 3.1.2.

2.2 EXCAVATION

2.2.1 EXCAVATION

Excavation shall mean excavating in all kinds of material excepting only "Rock" and "Road Foundations" as hereinafter defined, and shall include for the grubbing up and clearing away of all old foundations, footings, manholes, drains, paving's, etc., that may be encountered; and no claim by the Contractor in respect of such items will be allowed.

2.2.2 ROCK

The term "Rock" where used in connection with excavation shall mean boulders of 0,5 m³ or more each and such hard material other than, road foundations as can only be removed in the opinion and to the satisfaction of the Employer, by barring, wedging, jack hammering, drilling, splitting or blasting if permitted in writing by the Employer. The Contractor must provide for whatever method of removal may be adopted and there is no guarantee given or implied that blasting shall be adopted. Blasting will only be permitted as specified in Clause 1.5.2.

Should the Contractor consider that any of the excavations encountered are in rock, he must notify the Employer in writing immediately. Failing such notification, the excavations will be assumed to be a material as defined in Clause 2.2.1 hereof and shall be measured and valued accordingly.

2.2.3 ROAD FOUNDATIONS

The term "road foundation" where used in connection with excavation shall mean the upper layers of the road comprising the wearing course, the granular or cement base course (depending on the type of material having to be excavated) and the subbase.

2.2.4 EXCAVATION GENERALLY

The Contractor's attention is drawn to Clause 2.1.3 relating to the removal of surface soil.

The Contractor shall notify the Employer when the trenching has been carried out to the extent required. The Employer will then inspect the exposed surfaces and if he/she is satisfied with their nature, will give the Contractor written authority to proceed.

Should any excavation be made larger or deeper than directed, the extra excavation will not be paid for and the filling of the extra excavation shall be done by the Contractor at his own expense with approved material, and consolidated in accordance with the provisions of Clause 3.1.2.

If the Employer is not satisfied with the quality of the exposed surface after excavation, he/she may instruct the Contractor to remove all unsatisfactory material and refill with approved grade "B" fill as hereinafter specified.

The placing, wetting and compaction of such fill shall be in accordance with the provisions of Clause 3.1.2.

2.2.5 EXCAVATION AND PROTECTION OF TRENCHES

The trenches are to be excavated to depths not exceeding the minimum necessary for the laying of the cables to their proper level and in the manner specified. The bottom of the trenches is to be finished to regular and even falls.

The Contractor shall carefully protect the trench which has been prepared for subsequent operations and shall keep it continuously free from water, sand, silt, mud or any other debris whatsoever and in a fit and proper state for subsequent operations.

Where site conditions permit, mechanical means of excavation will be allowed.

Any excavations made too deep will not be paid for, and shall be filled and consolidated by the Contractor at his own cost in accordance with the provisions of Clause 3.1.2 or with approved 1:12 concrete as the Employer may direct.

2.2.6 DEWATERING

Dewatering of trenches generally shall be carried out. Rapid dewatering is not favoured and, except when specially ordered by the Employer, should he/she deem it necessary, the rate of pumping shall be so slow as to cause no movement of soil in the trenches.

Seepage or any other water shall be channelled or piped to a sump and pumped clear of the works area to an established watercourse of adequate capacity.

These channels, pipes and sumps required to keep the trench dry are to be located along the wall of the trench as far as possible from the cable being laid. The practice of covering the trench bottom with a layer of stone, or other markedly granular material, to facilitate drainage will not be allowed. In special circumstances however, where it may be advantageous to ram stone into the trench bed as a stabilising agent this may be done only at the discretion of the Employer and with his written approval, and provided also that such stone shall be rammed completely into the bed so that all the voids in the stone are completely filled with the bed material.

In general, when very wet conditions are encountered and the above system of dewatering is considered by the Employer to be unsuitable, dewatering shall be carried out by means of an approved well point system installed to his satisfaction. All such work shall be carried out by the Contractor at his own expense.

When pumping out water the Contractor shall ensure that no damage shall occur to existing works or property.

2.3 MEASUREMENT

2.3.1 EXCAVATION OF TRENCH

The unit of measurement for trench excavations shall be the cubic metre of material excavated in accordance with the authorised dimensions, measured in place before excavation.

Irrespective of the total depth of the trench the quantity of material in each depth range shall be measured and paid for separately.

The tender rates shall include full compensation for all excavation, temporary timbering shoring and strutting, the disposal of excavation material, keeping the works safe, dealing with any surface or subsurface water, and for any other operations necessary for completing the work as specified.

3 RE-INSTATING TRENCHES

3.1 TRENCHES IN UNMADE VERGE

3.1.1 BACKFILLING

Following the cable laying, the trench shall be backfilled to a safety level of approximately 300 mm above the electric cable. A warning tape will be placed over the installed cable.

The further backfilling of the trench by the Contractor shall not commence until the Contractor has received the authority of the Employer. The layers of backfill are not to exceed 150 mm measured after compaction. Backfilling of trenches shall proceed downhill wherever possible.

The material used for backfilling is to be the in-situ material excavated from the trench, when such material is of sufficient grade to meet the Employer requirements, or selected grade as specified in the contract specification.

3.1.2 COMPACTION OF FILL

The compaction of the 150 mm thick layers is to be done with an approved vibrating plate compactor, weighing not less than 250 kg nor more than 450 kg. In no case however may the Contractor use a heavier compactor until a minimum thickness of 750 mm of material covers the cable.

No plant heavier than 450 kg shall approach within 2 m measured horizontally or 1 m measured vertically, of unprotected gas filled cables.

For sand the compaction shall not be less than 100% of the maximum density obtained from the modified AASHTO test for the type of sand.

For other approved material the minimum Compaction shall be 93% of the maximum density obtained from the modified AASHTO density test for this material.

3.1.3 REPLACING OF SURFACE SOIL

Surface soil, as specified in Clause 2.1.3, is to be replaced along the full length of excavation to a depth of 300 mm below the finish surface level or as specified by the Employer.

3.1.4 MEASUREMENT AND PAYMENT

The unit of measurement shall be the cubic metre of material in place after compaction. The quantity shall be calculated from the leading dimensions of backfilling as specified or as authorised by the Employer.

If excavations were carried out in excess of the dimensions authorised by the Employer, the quantity of backfill material will nevertheless be based on the authorised dimensions.

The tender rates shall include full compensation for backfilling the entire trench, for watering and for compacting the backfill material to the specified density. The tendered rate for imported selected material shall in addition, includes full compensation for supplying selected material from approved

sources.

3.2 TRENCHES IN MADE FOOTWAY

3.2.1 BACKFILL AND COMPACTION

Backfilling and compaction is to be in accordance with Clauses 3.1.1 and 3.1.2.

After the completion of the fill as specified the footway shall receive a base course of laterite or crushed gravel, 75 mm thick measured after compaction. The base course shall conform to the requirements of Section 4.2.

3.2.2 SURFACING

The footway shall either be paved with concrete slabs or surfaced with a footway premix or otherwise specified.

(a) Concrete Slabs: The slabs shall be 450 mm square by 50 mm thick and shall comply with all the relevant requirements of SANS 541. A "non-slip" pattern of either the dimple, pimple or other approved type shall be cast into the surface of the slabs. Slabs whose surfaces have been arbitrarily scratched, brushed or roughened will not be accepted.

(b) Footway Premix: The footway premix shall be as specified in Clause 4.6.

3.2.3 SAMPLES

The Contractor shall supply a sample, or samples; of the materials in accordance with the provisions of Clause 1.6.3.

3.2.4 PAVING WITH CONCRETE SLABS

After the layer upon which the footway surface is to be laid has been approved, the slabs shall be laid on a uniform sand bed of 25 mm minimum thickness.

The slabs shall be laid true to grade and cross fall, the joints shall be filled with 1:4 cement: sand mortar, tamped solidly into place and neatly pointed with a recessed joint to the approval of the Employer.

Around bends the slabs shall be neatly cut to size and shape to conform to the outlines of the paved area.

Around the perimeter of all paved areas shall be laid a strip of footway premix at least 50 mm broad. The premix shall comply with the relevant requirements of Section 4.6 and compacted with approved hand stampers to the satisfaction of the Employer.

Expansion joints in the paved area shall be formed using a similar strip of footway premix, 50 mm broad, spaced no further apart than 10 m.

The minimum thickness of the premix strips shall be 50 mm.

3.2.5 LAYING PREMIXED SURFACING

The laying of the premixed footway surfacing shall comply with all the requirements of Clause 3.2.9. Unless otherwise indicated on the Contract Drawings the thickness of premix shall be 25 mm measured after compaction.

3.2.6 DRAINAGE OF PREMIXED AND PAVED AREAS

All premixed and paved areas shall be given a cross fall, or camber if required, of not less than 2,5% and not more than 3,5%.

3.2.7 FINISHED SURFACE OF FOOTWAY

The surface of the finished footway shall be free from sudden elevations and/or depressions, and when

a straightedge 3 m long is laid on the surface, the surface shall in no place vary from the lower edge by more than 5 mm.

3.2.8 CARRIAGEWAY CROSSING

Where trenching crosses carriageway crossings the reinstatement of these crossings are to be such that the crossing slopes smoothly down to the level of the dipped kerb, the two edges of the crossing being folded gradually and smoothly upwards to meet the top of the two dipped kerbs.

The Contractor is to lay a base course 100 mm in thickness measured after compaction and a footway Premix Course 25 mm thick, measured after compaction, all as specified in Clauses 3.2.9, 3.3.3 and 3.3.4.

A heavier construction shall be used on all crossings serving factories, warehouses, service stations, blocks of flats, parking areas or other cases as indicated in the Specification or directed by the Employer. The base course shall be 150 mm thick measured after compaction. Those crossings serving blocks of flats and parking areas shall be surfaced with a bituminous treated base course, all as specified in Clause 4.3 of this Schedule, 40 mm in thickness measured after compaction. In both cases the binder course surface shall be blinded with a premix sand mix, made up of an approved crusher dust (maximum sized particle 3,4 mm and mixed with an MC 3000 grade cutback bitumen to the approval of the Employer. The bitumen shall make up 6% of the total mix unless otherwise directed by the Employer. The sand mix shall be spread over the whole surface of the binder course and well boomed in with hard bristle brushes until the interstices in the surface will accept no more of the sand mix. All excess sand mix shall be removed from the surface and the final surface shall present a mosaic of binder course premix standing slightly proud of the sand mix binding. In both cases of such heavier construction the carriageway crossing shall be bordered with standard pre-cast concrete edging to the satisfaction of the Employer.

3.2.9 PLACING OF FOOTWAY PREMIX

The aggregate shall be dry before being added to the mixer and if the Employer is satisfied that there is any moisture present he may instruct the Contractor to heat these materials prior to mixing, providing that their temperature shall not exceed 100EC on being added to the mixer.

If found necessary for efficient mixing the bitumen shall be heated, providing that it shall not be heated to a temperature in excess of 100EC.

The mixture shall be dumped on shovelling plates, or other approved clean surfaces, but shall not be dumped on the area on which it is to be spread. The mixture shall be placed with shovels in the desired position and shall be levelled off with rakes to a depth which will provide not less than the required thickness after rolling.

In all cases where there is sufficient space the premix shall be compacted with an approved footway roller to the entire satisfaction of the Employer. The edges of all such areas shall be compacted with an approved hand stamper, and the contractor shall ensure that the premix lies flush with the tops of pre-cast sections and with the top surface of the brick edging.

3.3 TRENCHES IN ROADWAY

3.3.1 FILL

Backfilling of the trench shall not be commenced until the Contractor has received the authority of the Employer signifying his satisfaction with the laying of the cable and the first layers of backfill of approximately 300 mm depth.

The fill required in the trench shall match that of the corresponding road foundation layers and shall be compacted accordingly. Trenches crossing carriageways shall be backfilled up to the underside of the sub-base layer with a 1:18 cement/sand mix in lifts not exceeding 200 mm, and compaction 95% Mod AASHTO.

3.3.2 COMPACTION OF FILL

Compaction is to be carried out as specified in Clause 3.1.2.

Compaction of each layer under construction shall only be carried out when the material in that layer has been mixed and watered to the satisfaction of the Employer.

The Contractor shall advise the Employer when the compaction of the layer has been carried out to the extent required. The Employer will then inspect the layer and, if he/she deems it necessary, will conduct field density tests to determine the degree of compaction attained. The Employer may instruct the Contractor to re-compact at his own expense any section of the layer which has not been compacted as specified.

If he deems it necessary the Employer may instruct the Contractor to cut out any weak spot, repair it with sound material, and re-compact it all at his own expense to the satisfaction of the Employer. The Contractor shall repair in a similar manner all damage caused by any field density tests having been carried out. When the Employer is satisfied with the compaction obtained he/she will authorise the construction of the following layer; in no case shall any materials be placed on the approved layer without the prior written authority of the Employer.

3.3.3 PLACING OF BASECOURSE (Flexible Pavement Type)

The base course shall be constructed in a layer, or layers, of 150 mm or 100 mm in thickness, measured after compaction, as determined by the Employer and as specified in Clause 4.2.

Bituminous treated base courses are to be constructed in accordance with Clause 4.3.

3.3.4 COMPACTION OF BASECOURSE

After being shaped to level and cross-section, each layer shall be compacted to a minimum of 98% Modified AASHTO Density over the full width of the layer. Compaction shall be carried out as specified in Clauses 3.1.2 and 3.3.2 of the specification.

3.3.5 PREPARATION OF SURFACE

After the final layer has been compacted to the required density at optimum moisture content, the final surface shall be watered and subjected to additional rolling in order to obtain a firm, even, well- knit surface. Watering, rolling with approved equipment, and sweeping by means of stiff brooms shall continue until all excess fines on the surface of the base course have been distributed over the surface of the layer. Any areas deficient in fines shall be corrected by the addition of approved fine aggregate and the brooming of such fines into the surface voids of the layer shall continue until a firm base with a closely knit surface is obtained, free from nests of segregated materials, loose aggregate or other irregularities. All excess fines shall be swept off the surface by means of brooming and the base allowed to dry out. The final surface shall present a mosaic of regular stone faces free from soil binder and foreign material.

3.3.6 PROTECTION OF BASECOURSE

The surface of the base course is to be kept in good condition to the satisfaction of the Employer prior to the placing of any bituminous course thereon, and any damage or defects shall be made good by the Contractor at his own cost.

3.3.7 FINAL SWEEPING

Immediately prior to placing any bituminous course thereon, the surface of the base course shall again be swept free from all loose fines, dust or other deleterious matter until the larger particles of the crushed aggregate are

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exposed in mosaic. If he deems it necessary, the Employer may order the surface to be primed as specified hereinafter.

Until the Employer is satisfied with the final surface so treated, no bituminous layer shall be placed thereon.

3.3.8 PLACING OF PREMIX

In forming the joint between the excavation and the existing premix surface, the edges of the existing carpet shall be cut back to a face sloping outwards over the full depth of the bituminous course by an approved cutting tool and broomed clean. The cut shall be neatly made having a smooth edge parallel to the side of the trench but allowing an overlap of 100 mm each side.

No premix shall be placed upon any surface which has not been cleaned and/or broomed to remove all dust, dirt or other deleterious matter to the entire satisfaction of the Employer. If he deems it necessary, the Employer may order the surface to be primed.

Premix, in compliance with Clause 4.4 or Clause 4.5, shall be placed to such a thickness that, when finally compacted, the layer shall be equal to the thickness specified by the Employer or generally equal in thickness to the existing abutting road layer.

The premix laid in the trench shall be placed slightly higher over the complete strip to allow for compaction, which will be obtained after rolling. The surface of the completed premix layer shall present a smooth, solid and homogeneous surface, true to level and camber or cross fall (as the case may be) and free of cracks or other irregularities. The surface shall be free from depressions or high points such that when a straightedge 3 m long is laid on the finished surface, the surface shall in no place vary from the lower edge by more than 5 mm.

3.3.9 BASECOURSE (RIGID PAVEMENT)

In cases where trenches are cut through roads with concrete bases, the edges of the cut concrete layer are to be trimmed of all loose slope or sections and reinstatement is to be done with 20 MPa concrete to the same thickness as the original base. In this type of construction, the sub-base on which the concrete is laid is to be compacted to 98% Mod AASHTO.

3.3.10 MEASUREMENT

3.3.10.1 BACKFILLING

The Unit for measurement for backfilling shall be the cubic metre of compacted pavement layer, and the quantity shall be calculated from the authorised dimensions of the compacted layers.

The base course shall be as specified in Clause 4.2.

3.3.10.2 PRIMER

The unit of measurement for primer shall be the litre of priming material measured at spraying temperature.

3.3.10.3 BINDER AND WEARING COURSE

The unit of measurement for placing binder and wearing course is the square metre in accordance with the authorised dimensions.

3.4 CONCRETE ROAD SURFACE

3.4.1 DESCRIPTION

The wearing course shall consist of a layer of concrete, laid on a base. The thickness of the layers shall be as specified in section 3.3 and section 3.4.8. The concrete will be reinforced if this is specified by the Employer.

3.4.2 BASE

The base shall consist of an approved material, laid and consolidated as specified in Section 3.3 of this Schedule.

3.4.3 CONCRETE WEARING COURSE

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The concrete shall contain a 37,5 mm maximum sized graded aggregate and have a minimum compressive strength of 25 MPa at 28 days.

The finished surface of the concrete slab shall be true to the relative grades, widths, cross falls or cambers of the existing surface.

3.4.4 SETTING OUT OF SLABS

The manner in which the slabs are set out, and the layout of the longitudinal and transverse joints shall take into consideration the existing slab layout.

3.4.5 FORMWORK

The formwork shall be set up rigidly and shall not be capable of lifting during placing of the concrete. Formwork to transverse joints and all other straights shall be placed in neat, unwarped, straight lines; on bends the formwork shall be formed to the required radii.

The upper edges of the formwork, upon which the surface will be screeded, shall be true straight lines and set accurately to the grades and cross falls or cambers of the existing surface with an allowable tolerance not exceeding plus or minus 3 mm.

Normally the framework may be stripped on the morning of the day following the placing of concrete, but during inclement weather the Employer may instruct the Contractor to allow a longer period to elapse.

Particular care shall be taken during stripping to ensure that no concrete be chipped off the edges, tie-bars in longitudinal joints are not loosened and dowels are not bent.

No patching of the edges of the transverse or longitudinal joints will be allowed.

3.4.6 REINFORCEMENT IN SLABS

All reinforcement for ordinary reinforced concrete work shall be plain round bars or mild steel which shall comply in all respects with the requirements of SANS 920 and delivered to the site in straight lengths, unless otherwise specified by the Employer.

Before use all reinforcement shall be thoroughly cleaned of rust, mill scale, mortar, oil, paint, dust or any other coating of deleterious matter to the satisfaction of the Employer who, if he deems it necessary, may instruct the Contractor to remove from the site any reinforcement which has not been thoroughly cleaned or whose cross-section has been appreciably reduced by rusting or other cause.

The slabs shall be reinforced longitudinally with 16 mm diameter bars at 300 mm centres and transversely with 10 mm diameter bars at 900 mm centres. The reinforcing shall be made up on site into mats by binding securely the intersections of all bars with 2 mm diameter binding wire. The length of the mats shall not exceed 5 m plus allowance for over-lapping of the main bars. (The minimum length of over-lap shall be 530 mm.)

All mats are to be thoroughly cleaned, by washing if necessary, before being placed into position in the road slabs.

3.4.7 VIBRATION OF CONCRETE

The concrete in the road slabs shall be vibrated, using vibrating screed or an approved immersion type vibrator.

There shall be at least one vibrator at each point where concrete is being deposited, and one shall be kept as a standby ready for instant use. The total number of vibrators shall be such as to enable each batch of concrete to be compacted without causing delay to the next batch.

Only men skilled and experienced in the use of vibrators shall be employed for this type of work.

Under no circumstances shall either the vibrating screed or the immersion type vibrator be used to push the concrete or cause it to flow horizontally.

When using the vibrating screed it shall be picked up and replaced as required and not pushed forwards.

When using the immersion type vibrator it shall be inserted at a flat angle into the concrete and withdrawn slowly. The distance apart of the insertions shall not exceed 600 mm or a distance equal to the radius over which the

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vibration is visibly effective. Vibration shall be applied directly to the concrete and not through the forms of the reinforcement. The vibrating element shall be inserted to the bottom of the freshly laid concrete, but should not disturb the partially hardened layers.

The intensity and period of vibration shall be sufficient to cause complete consolidation of the concrete and the appearance of a thin layer of mortar on the surface of the concrete, after which the vibrator shall be slowly withdrawn.

3.4.8 PLACING OF CONCRETE

The Contractor shall place slabs in sections between expansion joints.

The concrete shall be placed on a waterproof paper, which shall conform to the requirements for class "B" paper for temporary purposes as indicated in B.S. 1521 with the treated face uppermost. The base shall first be swept clean and then the paper shall be laid in strips along the whole length of the box, bending the paper up at both transverse and longitudinal joint forms as far as the level of the dowels and tie bars respectively. In so bending the paper care shall be exercised to ensure that the paper is bent into a clean right angle butting hard against both the base and the side of the forms. The minimum width of overlap of the paper down the joints shall be 100 mm.

The paper may be held in position by stones which shall be removed as the concrete nears them. Walking on the paper shall not be allowed. Concrete shall be barrowed to the box and the Contractor shall provide movable runways over the slab formwork so that concrete may be deposited at any selected point and as evenly as possible over the whole area in order to reduce to a minimum the spading and pushing of concrete in the box. Should any segregation become noticeable, the Contractor should note that predominantly coarse or harsh concrete should be added to excess mortar and not vice versa. Care shall be exercised to ensure that spades do not damage the waterproof paper.

Concreting shall begin at one end of the slab and be continued for a length of approximately 6 m to a depth of approximately 150 mm. If specified, a reinforcing mat shall then be placed on the concrete so laid and immediately covered over its first 5 m but allowing sufficient steel to project so that the succeeding mat placed can be laid with full overlap of the bars. The box shall be slightly overfilled rather than underfilled so that screeding of the surface can be carried out effectively. Each layer of concrete shall be consolidated as it is placed and the minimum of time shall elapse between these operations. (The Contractor's plant shall be capable of accomplishing the consolidation of both layers in less than one hour, otherwise the Employer, at his discretion, may reject all the concrete laid in that slab). A further 5 m of concrete shall be placed in the base of the slab; a reinforcing mat laid on it in the proper position and covered as before. Concreting shall continue in this manner until the whole box has been filled.

Particular attention shall be paid to the consolidation of concrete around the dowel bars in the transverse joints.

Screeding of the final surface shall be undertaken as soon as possible after consolidation of the concrete by means of an approved reinforced hardwood screed which shall overlap the side forms with at least 300 mm to spare on each side.

The surface of the slab shall be screeded smooth to the satisfaction of the Employer and the final surface shall be free of any depressions exceeding 3 mm as measured with a 3 m straight edge. The texture of the final surface shall be slightly rough, faint impressions of the screed are favoured and may be left, and no further trowelling will be allowed. The Employer may instruct the Contractor to brush the surface with a soft haired broom if he deems it necessary.

The approved method of curing shall be by means of a layer of sand, not less than 50 mm in thickness, spread over the slab immediately so that it has hardened sufficiently and the surface will not be damaged and thereafter kept damp continuously to the satisfaction of the Employer.

Adequate measures shall be taken to protect concrete surfaces from discolouration by bitumen sprays or spreading of premix. Any concrete surface so discoloured shall be cleaned at the Contractor's expense and the Employer reserves the right, if he deems it necessary, to instruct the Contractor to replace any such slabs, the surface of which cannot be effectively cleaned or has been damaged in such process.

3.4.9 TRANSVERSE EXPANSION JOINTS

Transverse joints shall be plain butt joints with load-transfer dowels and approved filler and joint sealing materials. The faces shall be truly vertical. Unless indicated otherwise, the dowels shall be straight, 25 mm in diameter mild

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steel bars 600 mm long with a smooth surface similar to that obtained with bright mild steel and cleanly sawn so that no burrs are left. They shall be covered with a thin uniform layer of bitumen, consisting of an approved 150/200 penetration bitumen cutback with a suitable volatile solvent.

The dowels shall be placed at mid-depth of the slab at 300 mm centres with 375 mm projecting into the "alternate" slabs. Their longitudinal axis shall be accurately aligned with the longitudinal axis of the slabs and shall be securely fixed in that position to the entire satisfaction of the Employer, by means of double, accurately drilled and split formwork or other approved rigid assembly so that the dowels will not move during concreting. The allowable tolerance in aligning the dowels shall be 20 mm per 1 m of length of dowel.

After concreting alternate slabs each dowel shall be eased and pulled out a minimum distance of 25 mm. The joint filler, in the form of sheets of approved resilient material, 25 mm in thickness, neatly drilled to receive the dowels, shall be pressed hard against the ends of the alternate slab so that it extends upwards for a height of 200 mm from the base of the slab. The Contractor shall then place hollow metal capping bars, 25 mm wide with skirting at least 50 mm deep, running the full width of the transverse joint, which will fit over filler material sheeting so that after concreting of the intermediate bays, and after careful removal of the capping bars, the width of joint opening will be maintained to take the joint sealing compound. This compound shall be an approved rubber-bitumen sealing compound satisfying the requirements of B.S. 2499 and shall be filled in as early as possible after completion of the joint so that stone and grit cannot enter the space in the joint.

Transverse joints in adjoining slabs shall not be staggered, and shall be in accordance with the design angle.

At each end of the concrete road surface the first transverse expansion joint shall be 5 m from the end of the asphalt road surface.

3.4.10 LONGITUDINAL JOINTS

Longitudinal joints shall be plain butt joints with tie-bars and a formed notch filled with a joint sealing compound.

The tie-bars shall be 12 mm diameter steel bars 1 m in length projecting half way into each slab. They shall be placed at mid-depth of the slab at 750 mm centres and shall be securely fixed approximately at right angles to the longitudinal joint.

After the initial line of slabs is poured the face of the longitudinal joint shall be painted with a bitumen preparation similar to that specified in Clause 3.4.9 hereof: the tie-bars shall not be painted. Before concreting the adjoining slab the Contractor shall place a tongue along the top of the joint in an approved manner so that after concreting there shall exist a continuous slot along the top of the joint 25 mm deep by 20 mm wide. This slot shall be filled with a similar joint sealing compound to that specified in Clause 3.4.9.

3.4.11 ARRISING OF JOINT EDGES

All joint edges shall be arrised to a depth of approximately 12 mm. This operation shall be carried out as soon as possible after placing of the concrete without excessive working of the concrete. No patching of the concrete edges of the transverse or longitudinal joints will be allowed.

The Employer may instruct the Contractor to cut out and replace at his own cost any joints which, in the opinion of the Employer, are excessively defective, and he will also indicate to the Contractor the extent to which such joint shall be cut out and replaced.

3.5 BRICK PAVING

3.5.1 BASE

Base layers shall conform to Clause 4.2.2.

3.5.2 PAVING

Bricks used for paving shall conform to class FBXE 30 as specified in SANS 227.

3.5.3 LAYING OF BRICKS

The laying of the brick paving shall not commence until all pipes and cables within the area to be paved have been installed and the kerbs and channels laid.

3.5.3.1 BEDDING

The bricks are to be laid on a 20 mm thick bedding of clean sand. For parking areas the bricks are to be laid on a 20 mm thick bedding of a 1:20 cement sand dry mix.

Bricks shall be laid with the shortest side vertical and in conformity with the detail drawing for the required type of brick pattern. The orientation of the pattern in relation to the restraints shall be determined by the Employer and shall, in general, be parallel to, or at right angles to the general direction of the kerbing, channelling or other features.

After the first row of bricks has been laid they shall be adequately restrained from movement either by the kerbing, channelling or by a straight edge secured in position. Subsequent rows of bricks shall be laid in accordance with the chosen pattern and a check shall be carried out every 10 to 15 rows to ensure that the rows are parallel and/or square. Any paving which deviates from the specified pattern by more than 5 mm/m laid shall be relaid. All brick joints in excess of 4 mm width when butted together shall be rejected.

Where packed, the paving shall be consolidated by means of a vibrating drum roller with hard rubber rollers.

Where the bricks about a manhole cover or kerb or any other obstacle which may interfere with the general pattern they must be cut to suit the obstruction.

Cutting of bricks shall be carried out using a mechanically driven saw. The cutting of bricks with hand implements shall not be permitted.

Bricks shall be cut as required to a minimum dimension of 75 mm.

Where a void is less than 75 mm in any dimension a 1:4 cement sand mortar, with a colour pigment content to match the colour of bricks, is to be used to make good the transition between the brick and the obstruction. On no account shall ordinary unpigmented cement mortar be used on the brick pavement unless so directed by the Employer.

3.5.4 FILLING OF JOINTS

After completion of a module of paving clean dry sand must be brushed dry into the joints, completely filling all gaps between bricks, and lightly moistened with a water mist spray to assist penetration. A final pass (or passes) with the roller must be given.

3.5.5 SURFACE LEVELS

The maximum difference in level between adjacent bricks shall not exceed 2 mm and the depression under a 3 metre straight edge shall not exceed 5 mm.

3.5.6 MEASUREMENT

Measurement of brick paving shall be per square metre of completed and approved surface covered and shall be held to include for all the materials including rejection of unsuitable material, cutting and wastage, plant, loading, transporting, unloading, laying, compaction and all operations necessary to complete the laying as specified for the different types of paving.

3.5.7 INTERLOCKING BLOCK PAVING**3.5.7.1 SPECIFICATIONS**

Interlocking blocks shall be laid to manufacturer's specifications, which are to be submitted to the Employer for approval prior to any materials being brought onto the site.

4 MATERIAL SPECIFICATION AND APPLICATION**4.1 FILL****4.1.1 GRADE "A" FILL**

A minimum CBR of 10 at 93 %, or in the case of cohesion less single sized sand a minimum CBR of 10 at 100 %, modified AASHTO density.

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A maximum CBR swell of 1,5 % at 100 % modified AASHTO compaction and optimum moisture content.

A Plasticity Index not exceeding 12 unless otherwise approved by the Employer in the case of a coarsely graded material.

A group index value of not more than 1.

The material shall contain no vegetable matter, rubbish or other deleterious matter, and shall contain no particles with a maximum dimension in excess of 100 mm.

4.1.2 GRADE "B" FILL

Shall be an approved material free from all rubbish, litter, vegetable matter of any type or form and also free from all rocks or clods of material which cannot be broken down to a maximum dimension of 100 mm. It shall have a plasticity index not exceeding 15 and shall be obtained from an approved source. If the material is of gravel nature, it shall contain sufficient well graded fines evenly distributed among the larger particles so that all voids will be filled during compaction.

4.1.3 GRADE "C" FILL

Shall be as specified for grade "B" fill but shall exclude the plasticity restriction.

4.2 BASE COURSE (FLEXIBLE PAVEMENTS)

4.2.1 DESCRIPTION

The base course shall consist of an approved crusher run, crushed gravel (or ferricrete) which after compaction shall conform to the thickness, widths, cross-falls or cambers, and relative grades or specified by the Employer.

4.2.2 PROPERTIES OF THE BASECOURSE MATERIALS

The base course material shall have the following properties:

- (a) a California Bearing Ratio (CBR) of at least 80 % at 98 % Modified AASHTO Density;
- (b) a CBR Swell not exceeding 0,2 % at Modified AASHTO Density;
- (c) a lower Liquid Limit not exceeding 25;
- (d) a Linear Shrinkage not exceeding 3 %;
- (e) a Plasticity Index not exceeding 6, and preferably not less than 2, and the percentage of any material passing a 0,075 mm sieve multiplied by the Plasticity Index shall not exceed 60;
- (f) a maximum aggregate crushing value of 30 %, in the test described in the Standard Methods of Testing Materials as published by the Department of Transport.
- (g) a maximum Flakiness Index of 30 % in the fraction of material passing the 26,5 mm sieve and being retained on the 13,2 mm sieve. In addition, at least 50% by mass of the total aggregate retained on the 4,75 mm sieve shall have at least one fractured face;
- (h) After compaction the grading of the material in place shall conform to the following proportions:

| Passing Square mesh | Percentage passing |
|------------------------------------|--------------------|
| <u>Screen Sizes in millimetres</u> | <u>by Mass</u> |

| | |
|-------|---------|
| 37,5 | 100 |
| 26,5 | 82 - 95 |
| 19,0 | 70 - 85 |
| 13,2 | 58 - 75 |
| 4,75 | 36 - 53 |
| 2,00 | 23 - 40 |
| 0,425 | 11 - 24 |
| 0,075 | 4 - 12 |
| 0,053 | 4 - 12 |

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The grading shall be kept as near the mean of the specified grading envelope shown above as possible but may be varied at the discretion of the Employer, depending on the nature of the material. In addition in 50 % of any four consecutive tests carried out on the completed base course, the percentage by mass of material passing the 2,00 mm sieve shall not exceed 34 % and the percentage by mass of material passing the 0,425 mm sieve shall not exceed 20 %.

Ferricrete may be used for base course in locations as shown on the plans or as agreed by the Employer.

If ferricrete is used, the following shall apply:

- (a) The same properties as for crusher run and crushed gravel as given in Clause 4.2.2 (a) to (e).
- (b) The source of the ferricrete must be inspected and approved in writing by the Employer.
- (c) The ferricrete shall be thoroughly mixed and stockpiled at the source or at a location acceptable to the Employer before it is placed and spread.
- (d) The maximum particle size shall be 37 mm. Any larger lumps shall be either removed or broken up prior to placing and spreading.

If ferricrete is used, the Modified AASHTO density shall be determined for the material at every density test location. The cost of the tests to determine the Mod. AASHTO densities shall be borne by the Contractor.

If ferricrete is used the surface shall be finished by sweeping while it is still wet. Any ravelling of the surface shall be repaired to the satisfaction of the Employer. The finished ferricrete surface shall be left until it has, in the opinion of the Employer, dried and hardened sufficiently, before any further layer work or other work may be done thereon.

4.3 BITUMINOUS TREATED BASE COURSE

4.3.1 DESCRIPTION

The bituminous treated base course shall consist of a hot bituminous premix using an approved crusher run aggregate which after compaction shall conform to the thickness, widths, cross falls or cambers, and relative grades or specified by the Employer.

4.3.2 PRIMER

If a primer is to be used on the sub-base, it shall consist of a MC 30 grade cutback bituminous road cement complying with the requirements of SANS 308.

4.3.3 BITUMINOUS BINDER

The bituminous binder shall consist of 80/100 penetration residual bitumen manufactured from imported crudes complying with the requirements of SANS 307. The Contractor shall state in the Schedules of Quantities the name of the bitumen and the source of the crude from which it is manufactured.

4.3.4 AGGREGATE

The aggregate shall be composed of clean, hard, sound particles of an approved durable material free from organic and calcareous matter and other impurities. It shall be cubical in shape and shall have a Flakiness Index as defined in SANS 1083 of not more than 35 and a maximum Aggregate Crushing Value of 30 % in the test described in the Standard Methods of Testing Materials as published by the Department of Transport, while it shall also conform to the following grading:

Passing Square mesh Percentage passing
Screen Sizes in millimetres by Mass

| | |
|-------|----------|
| 26,5 | 100 |
| 19,0 | 85 - 100 |
| 13,2 | 71 - 89 |
| 4,75 | 42 - 63 |
| 2,36 | 30 - 50 |
| 0,600 | 16 - 31 |

0,150 8 - 21
0,075 5 - 16

In addition at least 50 % by mass of the total aggregate retained on the 4,75 mm sieve shall have at least one fractured face.

4.3.5 FILLER

The mineral filler which, with the approval of the Employer, may be used to make up deficiencies in fines of the grading of the aggregate, shall be a powdered limestone or other suitable inert material approved by the Employer. All its particles shall pass a sieve while not less than 65 % of the particles shall pass a 0,075 mm sieve.

4.3.6 SAMPLES

Not Applicable

4.3.7 JOB MIX PROPORTIONS

The bitumen treated base shall be designed so that the voids content at 100 % of the 75 blows Marshall Density shall be not less than 5 % nor more than 7 %. The actual voids shall be specified by the Employer. The percentage voids obtained by the Marshall Density Test on job mixes shall not vary more than 1 % from the specified void content. In addition, the mix shall have a Marshall stability of not less than 6 kN and a Marshall Flow of between 2 and 4,5 mm.

4.3.8 BITUMINOUS BINDER CONTENT

The bituminous binder content of the treated base course material will only be determined after tests have been carried out on the actual aggregates and will be decided by the Employer.

The tendered rate shall be based on a binder content of 4 % by mass of the total mix.

A tolerance of 3 % by mass of the mix above or below the specified binder content will be allowed and the Employer may order the removal from the road of any material of which the binder content does not fall within this tolerance.

4.3.9 FILLER CONTENT

The actual amount of filler, if any, to be added to the mix shall be as specified by the Employer.

4.3.10 WORKING TEMPERATURES

The bitumen shall be heated to a temperature not exceeding 150°C and shall be discharged into the mixer at a temperature not less than 135°C.

The aggregate shall be discharged into the mixer at a temperature not exceeding 150°C and not less than 135°C.

4.3.11 APPLICATION OF PRIMER OR TACK COAT

If so instructed by the Employer, an unstabilised sub-base layer shall be primed in an approved manner at a rate of application of 0,81 per R/m². The rate of application may be varied by the Employer, who may also instruct that the sub-base be watered lightly immediately prior to the application of primer, to assist in attaining uniform coverage and satisfactory penetration of the primer. Care shall be exercised that excess water is not used, and no priming shall be carried out unless the weather is dry and likely to remain so for at least six hours.

The prime coat shall be completely absorbed and allowed to dry out thoroughly before proceeding with the next stage of construction. A tolerance of 0,05 R/m² per m² above or below the rate of application of primer will be allowed.

4.3.12 PLACING OF LAYERS

Unless detailed in the Specification or directed by the Employer the thickness of each layer in the base course shall be 75 mm.

The Employer will decide whether a tack coat is required on the base course layers. If necessary, such a tack

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coat shall be a stable grade (60) anionic bitumen emulsion complying with SANS 309 and shall be diluted with water at a rate of 50% by volume. It shall be applied in an approved manner at a rate to be determined by the Employer, but the tendered rate may be based on an application of 0,6 R of the diluted emulsion per m², while the allowable tolerance of application shall be 0,05 R of the diluted emulsion above or below the specified rate per m².

4.3.13 COMPACTION OF LAYERS

The Contractor shall ensure that he has sufficient approved compactors available which can supply the compactive effort necessary for obtaining the required density to the satisfaction of the Employer.

4.3.14 SURFACE OF COMPLETED LAYERS

In addition, the requirements previously specified, when a straight edge 3 m long is laid on the finished surface, the surface shall in no place vary from the lower edge by more than 6 mm.

4.4 WEARING COURSE (COLD MIX) (WHERE SPECIFIED)**4.4.1 DESCRIPTION**

The wearing course shall consist of a bitumen macadam premix (cold mix) which after compaction shall conform to the thickness, widths, cross falls or cambers, and relevant grades as specified by the Engineer.

4.4.2 BITUMINOUS BINDER

The bituminous binder shall consist of an MC 3000 grade cutback bitumen complying with the requirements of SANS 308.

4.4.3 AGGREGATE

The aggregate shall be composed of clean, hard, sound particles of approved durable material, free from organic and calcareous matter and other impurities. It shall be cubical in shape and shall have a Flakiness Index as defined in SANS 647 of not more than 30 % and screened so that the grading shall fall within the following grading envelope:

| Passing Square mesh <u>Screen Sizes in millimetres</u> | Percentage passing <u>by Mass</u> |
|---|--------------------------------------|
| 16,0 | 100 |
| 13,2 | 65 - 90 |
| 6,7 | 22 - 40 |
| 2,36 | 11 - 22 |
| 1,18 | 10 - 7 |
| 0,30 | 4 - 10 |
| 0,075 | 2 - 4 |

In addition it shall have a maximum Aggregate Crushing Value of 30 % in the test described in the Standard Methods of Testing Materials as published by the Department of Transport.

4.4.4 SAMPLES

Not applicable

4.4.5 PROPORTIONS OF MIX

Unless otherwise directed by the Employer, the proportions of the wearing course shall be as follows:

Aggregate : 95 % by mass

Binder : 5 % by mass

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Should the Employer vary the above binder content of the mix, adjustment to the Contractors tendered price will be made on the basis of the actual binder content specified by the Employer.

The Employer may instruct the Contractor to include the addition of an approved wetting agent in the mix, should it be deemed necessary at any time, and in such a case the Employer will indicate the type and quantity of the agent which shall be use.

4.4.6 WORKING TEMPERATURE

The aggregate shall be dry before being added to the mixer and if the Employer is satisfied that there is any moisture present he may instruct the Contractor to heat these materials prior to mixing, providing that their temperature shall not exceed 100°C

4.4.7 PLACING AND COMPACTION

The wearing course shall be placed and compacted as specified in the relevant provisions of Clause 3.3.8 to the entire satisfaction of the Employer.

Any wearing course standing proud of the horizontal faces of precast sections shall be stamped down flush with the edges of such sections by the use of the approved hand stampers.

4.4.8 SURFACE OF COMPLETED LAYER

In addition to the requirements previously specified, when a straightedge 3 m long is laid on the finished surface, the surface shall in no place vary from the lower edge by more than 5 mm.

4.5 WEARING COURSE (HOT MIX)**4.5.1 DESCRIPTION**

The wearing course shall consist of a hot bituminous premix which after compaction shall conform to the thickness, widths, cross falls or cambers, and relative grades as specified by the Employer.

4.5.2 BITUMINOUS BINDER

The bituminous binder shall consist of a 60/70 penetration residual bitumen manufactured from imported crudes complying with the requirements of SANS 307. The name of the bitumen and the source of the crude from which it is manufactured shall be stated in the Schedule of Quantities

4.5.3 AGGREGATE

The aggregate shall be composed of clean, hard, sound particles of an approved durable material, free of organic and calcarious matter and other impurities. It shall be cubical in shape and shall have a Flakiness Index as defined in SANS 1083 of not more than 30 % and screened so that the grading will fall within the following grading envelope:

| Passing Square mesh Screen Sizes in millimetres | Percentage passing by Mass |
|--|-------------------------------|
|--|-------------------------------|

| | |
|-------|-----------|
| 13,2 | 100 |
| 9,5 | 80 - 90 |
| 6,7 | 70 - 78 |
| 4,75 | 58 - 66 |
| 2,36 | 40 - 46 |
| 1,18 | 31 - 37 |
| 0,6 | 21 - 27 |
| 0,3 | 13 - 17 |
| 0,15 | 4 - 11 |
| 0,075 | 5,8 - 7,8 |

In addition, it shall have a maximum Aggregate Crushing Value of 30 % in the test described in the Standard Methods of Testing Materials as published by the Department of Transport.

4.5.4 FILLER

The mineral filler which, with the approval of the Employer, may be used to make up deficiencies in fines of the grading of the aggregate, shall be a powdered limestone or other suitable inert material approved by the Employer. All its particles shall pass a 0,6 mm sieve while not less than 65 % of the particles shall pass a 0,075 mm sieve.

4.5.5 SAMPLES

Not applicable.

4.5.6 DESIGN REQUIREMENTS

The wearing course, shall possess all the following properties:

Marshall stability: Not less than 10 kN at 60°C.

Marshall flow: Between 2 and 4,5 mm at 60°C.

Percentage voids, total mix: Between 4 and 6 % at 100 % of the 75 blow Marshall Density.

4.5.7 WORKING TEMPERATURES

The bitumen shall be heated to a temperature not exceeding 155°C and shall be discharged into the mixer at a temperature not less than 140°C. The aggregate shall be discharged into the mixer at a temperature not exceeding 155°C nor less than 140°C.

4.5.8 PLACING AND COMPACTION

The wearing course shall be placed and compacted as specified in the relevant provisions of Clause 3.3.8 to the entire satisfaction of the Employer.

Any wearing course standing proud of the horizontal faces of pre-cast sections shall be stamped down flush with the edges of such sections by the use of the approved hand stampers.

4.5.9 SURFACE OF COMPLETED LAYER

In addition to the requirements previously specified, when a straightedge 3 m long is laid on the finished surface, the surface shall in no place vary from the lower edge by more than 5 mm.

4.6 FOOTWAY PREMIX COURSE

4.6.1 DESCRIPTION

The footway premix course shall consist of a 25 mm thick bitumen macadam premix which after compaction shall conform to the thickness, widths, cross falls or cambers, and relevant grades as specified by the Employer.

4.6.2 BITUMINOUS BINDER

The bituminous binder shall consist of an MC 3000 Grade cutback bitumen complying with the requirements of SANS 308.

4.6.3 AGGREGATE

The aggregate shall be composed of a clean, hard, sound particles of an approved durable material, free from organic and calcareous matter and other impurities, and shall contain a mixture by mass of 85 % of 6,7 mm chips mixed with 15 % of an approved crusher dust graded from 3,4 mm to dust. Not more than 2 % of the total mix shall pass a 0,075 mm sieve. If the Employer deems it necessary, he may alter the proportions of the mixture.

4.6.4 SAMPLE

Not applicable.

4.6.5 PROPORTIONS OF MIX

Unless otherwise directed by the Employer, the proportions of the footway premix course shall be as follows:

Aggregate 94,5 % by mass
Binder 5,5 % by mass

The Employer may instruct the Contractor to include the addition of an approved wetting agent in the mix, should it be deemed necessary at any time, and in such a case the Employer will indicate the type and quantity of the agent which shall be used.

4.7 PRECAST AND IN-SITU SECTIONS

4.7.1 DESCRIPTION

All kerbs, channels, edgings and inlet kerbs shall be of pre-cast concrete units complying with the relevant requirements of SANS 927 and RO/2272/1.

4.7.2 LENGTH OF UNITS

The standard length of kerbs, channels and edgings shall be 1 m except as specified hereinafter.

Where the radius of a bend has a value between 600 mm and 30 m, the pre-cast sections shall be supplied in 300 mm lengths and laid in segments to form the circular curve to the approval of the Employer.

On larger radii along the road the full length pre-cast sections shall be laid in segments to form the circular curve.

4.7.3 SAMPLES

Not Applicable.

4.7.4 TESTING OF UNITS

Types Kerb A1 and A2, channels and edgings shall comply with the strength requirements laid down in SANS 927. The average failing load of types Kerb B and C shall at least equal 37 kN, when tested by the method laid down in SANS 927.

The inlet kerb shall be placed upright on a level and hard surface with each leg resting on a 25 mm diameter reinforcing bar placed under the centre of each leg at right angles to the longitudinal axis of the Inlet Kerb. The underside of each leg shall be protected from local crushing by placing a steel plate between the reinforcing bar and the concrete. The Inlet Kerb shall be capable of supporting without any sign of failure, a concentrated load of 4,4 kN applied gradually and evenly at the centre of the span.

4.7.5 LAYING AND BONDING OF PRECAST SECTIONS

No pre-cast section shall be laid until the course or layer on which the concrete bedding is required to be placed has been completed and accepted by the Employer. If necessary, a groove up to a maximum depth of 75 mm may have to be excavated in this layer to receive the concrete bedding as specified by the Employer.

All sections shall be laid on a bed of 15 MPa concrete (maximum size of stone 13 mm and pressed firmly into place so that there shall be a minimum thickness of 50 mm of concrete under the whole of the base of the sections. The width of joint between sections shall be 10 mm and each joint shall be grouted solid with mortar composed of 1-part cement to 4 parts sand and neatly pointed on all exposed surfaces to the satisfaction of the Employer. The space between the pre-cast sections and the sub-base course so excavated shall be filled with concrete of the type specified at the beginning of this paragraph.

All the pre-cast sections shall be laid true to line and to such grades and levels as indicated by and all to the satisfaction of the Employer.

On the lower side of the road, the cement mortar shall be omitted from a sufficient number of joints to allow adequate drainage during construction. When the spreading of material on the lower side of such joint precludes further drainage, such joint shall be cleaned out, filled with mortar and neatly finished off as specified above.

Edging shall be laid with the square edge nearest to the main carriageway and the arise edge abutting the shoulders.

TENDER NO:

All pre-cast sections flanking concrete slabs in the roadworks shall be laid so that joints between sections shall correspond with all transverse expansion and contraction joints in the concrete slabs.

All radii shall be measured to the lowest edge of the visible kerb face.

Adequate measures shall be taken to protect concrete pre-cast sections from discolouration by bitumen sprays or spreading of premix. Any sections so discoloured shall be replaced at the Contractor's expense.

4.7.6 BACKING TO KERBS

The concrete bedding to kerbs shall be haunched up behind the kerb for at least two-thirds the height of the kerb and the back slope of this haunch shall not be steeper than 1:1. 150 mm by 100 mm concrete edgings flanking the carriageway shall be backed in a similar manner to that described above.

Backing is not required where a cast in-situ concrete footpath abuts the pre-cast section.

4.7.7 IN-SITU CONSTRUCTION OF KERBS AND CHANNELS

Such sections shall be cast with 15 MPa concrete using an aggregate the maximum size of which shall not exceed 1/4 of the least dimension of the section under construction.

The forms shall be firm, accurately set to line and level and firmly held in position. The inside face of formwork to exterior faces of the sections shall be smooth and regular.

The concrete shall be well tamped and spaded in the forms. Exposed faces shall be finished to smooth and even surfaces, and edges rounded to radii determined by the Employer.

Forms shall be stripped 24 hours after concreting and minor defects repaired with a 1:3 cement sand mortar. No repairs will be allowed on exposed faces, and such sections shall be removed and recast to the satisfaction of the Employer.

Exposed faces shall be finished off while the concrete is still green by wetting a soft, smooth wooden block and rubbing the surfaces until they are smooth. After thoroughly wetting the faces, they shall be rubbed with a thin paste of 1:1 cement sand mortar until a uniform colour is obtained. Dummy joints shall be formed with an approved pointing tool and finished off to the satisfaction of the Employer.

The concrete shall be protected from the direct rays of the sun by approved means and kept thoroughly damp for a minimum period of seven days.

4.7.8 BULL-NOSES, CORNERS AND TRANSITIONED SECTIONS

Where the radius of a bend is less than 600 mm the kerb, and the channel where required, shall be cast in-situ to similar dimensions to the pre-cast sections all as specified in Clause 4.7.7.

Where different types of kerb faces meet, they shall be transitioned one to the other over a minimum distance of 4 m and at the beginning and end of type C kerbs they shall die away to a flat surface over 2 m. Such transition sections shall be cast in-situ as specified in Clause 4.7.7.

Where a line of kerbs meet a line of kerbs with channels, the difference in top-of-kerb heights is to be transitioned over a length of 4 m or 4 full kerb lengths. Over this length the channel is to be formed in cast in situ concrete, varying in width from 75 mm at the kerb to 300 mm at the channel.

4.7.9 DOUBLE CHANNELS

Where a channel is shown as required but no kerb exists it shall be formed by using two channel sections as instructed by the Employer.

Where a double channel with a width in excess of 600 mm is required, the bed between the channels shall be formed in concrete in-situ as described in Clause 4.7.7.

Over the transitional section on either side of the grid gully the channel shall be formed in-situ as instructed by the Employer and described in Clause 4.7.7.

4.7.10 RECLAMATION OF PRECAST UNITS FROM EXISTING ROADWORKS

Pre-cast kerbs, channels and edgings reclaimed from existing roadworks may be re-used only if they are approved by the Employer and provided that re-used and new units are not interspersed over short distances.

4.8 ROAD MARKINGS

4.8.1 PERMANENT ROAD MARKINGS

Thermoplastic or plastic paints shall not be used. The paint shall be: High build non-skid road line marking paint", SANS approved, as, or similar to, Plascon Code Nos. TP 73 (White) and TP 74 (Yellow).

Paint shall be spray applied and glass beads shall not be mixed into the paint but shall be spray applied to the wet paint as part of the marking process; the beads are to be for reflectorizing the markings, and to improve the roughness.

Adequate bead coverage is essential.

4.8.2 TEMPORARY ROAD MARKINGS

All temporary road markings on final surfaces shall be made with approved adhesive reflective tape which can be removed without damage to the surface.

5 MISCELLANEOUS WORKS

5.1 SERVICE DUCTS

5.1.1 LAYING OF DUCTS FOR UNDERGROUND SERVICES

The Contractor shall lay ducts across carriageways at points to be indicated to him by the Employer.

The ducts shall be formed with uPVC pipes to SANS 791 or fibre-cement pipes (socket type) with 8 mm thick walls in 1,8 m lengths to SANS 819. The Employer will indicate the respective diameters, which will normally be 100 mm and/or 150 mm. Unless otherwise instructed by the Employer the pipes shall be laid with the crown of the pipe at least 1 m beyond the face of the kerb, outer edge of the footway or the outside edge of the treated shoulder whichever the case may be, when laid in a straight line and on a straight gradient, each pipe butting hard against the other; no caulking of joints is required.

Where indicated by the Employer the ducts shall be encased in 1:9 concrete with maximum size of stone 37,5 mm and 28-day compressive strength of 20 MPa to provide a minimum of 100 mm cover around the whole of the circumference of the pipe.

Prior to backfilling over the pipe the Contractor shall plug the ends of the pipe with cement bags or other approved material. Prior to the laying of the sub-base course the Contractor shall rod through each duct to verify that no pipe has been broken or other obstruction formed during compaction of the fill and the sub-grade. Any such broken pipe shall be replaced or such obstruction removed at the cost of the Contractor.

Every kerbstone immediately above a duct across a roadway shall be marked with the word "DUCT" neatly recessed into the face. In places where no kerbs are laid a single 1 m long kerbstone, marked as above, is to be laid flat at the back of the shoulder directly above the duct and 25 mm higher than the shoulder edging.

STANDARD ENVIRONMENTAL MANAGEMENT SPECIFICATION**SCOPE**

This Specification covers the requirements for controlling the impact on the environment of construction activities.

INTERPRETATIONS**2.1 Supporting specifications**

Where this Specification is required for a project the following specifications shall, inter alia, form part of the Contract Document.

- (a) Project Specification;
- (b) SANS 1200, as applicable;

2.2 Application

This Specification contains clauses that are generally applicable to the undertaking of civil engineering works in areas where it is necessary to impose pro-active controls on the extent to which the construction activities impact on the environment. Interpretations and variations of this Specification are set out in Portion 2 of the Project Specification (see 2.1).

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

2.3 Definitions

For the purposes of this Specification the definitions and abbreviations given in the applicable specifications listed in 2.1 and the following definitions and abbreviations shall apply:

2.3.1 Environment

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

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

2.3.2 Potentially hazardous substance

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

2.3.3 Method Statement

is a written submission by the Contractor to the Employer in response to the Specification or a request by the Employer, setting out the plant, materials, labour and method the Contractor proposes using to carry out an activity, identified by the relevant specification or the Employer when requesting the Method Statement, in such detail that the Employer is enabled to assess whether the Contractor's proposal is in accordance with the Specifications and/or will produce results in accordance with the Specifications.

The Method Statement shall cover applicable details with regard to:

- construction procedures,
- materials and equipment to be used,
- getting the equipment to and from site,
- how the equipment/material will be moved while on site,
- how and where material will be stored,
- the containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur,
- timing and location of activities
- compliance/non-compliance with the Specifications,
- Any other information deemed necessary by the Employer.

2.3.4 Reasonable

means, unless means the context indicates otherwise, reasonable in the opinion of the Employer after he has consulted with a person, not an employee of the Client Directorate, suitably experienced in "environmental implementation plans" and "environmental management plans" (both as defined in the National Environmental Management Act, No 107 of 1998).

2.3.5 Solid waste

means all solid waste, including construction debris, chemical waste, excess cement/ concrete, wrapping materials, timber, tins and cans, drums, wire, nails, food and domestic waste (e.g. plastic packets and wrappers).

2.3.6 Contaminated water

Means water contaminated by the Contractor's activities, e.g. concrete water and runoff from plant/personnel wash areas.

3 MATERIALS

3.1 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 Specifications. The Contractor shall ensure that these delivery drivers are supervised during off loading, by someone with an adequate understanding of the requirements of the Specifications.

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 material shall be stored within the Contractor's camp, and, if so required by the Project Specification, out of the rain. All lay down areas outside of the construction camp shall be subject to the Employer's approval.

3.2 Hazardous substances

Hazardous chemical substances (as defined in the Regulations for Hazardous Chemical Substances) used during construction shall be stored in secondary containers. The relevant Material Safety Data Sheets (MSDS) shall be available on Site. Procedures detailed in the MSDSs shall be followed in the event of an emergency situation.

If potentially hazardous substances are to be stored on site, the Contractor shall provide a Method Statement detailing the substances/materials to be used, together with the storage, handling and disposal procedures of the materials.

4 PLANT

4.1 Fuel (petrol and diesel) and oil

Unless allowed by the Project Specification, fuel shall not be stored on site but shall be transported to the site as and when required.

Where reasonably practical, plant shall be refueled at a designated re-fueling area or at the workshop as applicable. If it is not reasonably practical then the surface under the temporary refueling area shall be protected against pollution to the reasonable satisfaction of the Employer prior to any refueling activities. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown and where possible is designed to encapsulate minor hydrocarbon spillage. This material must be approved by the Employer prior to any refueling or maintenance activities.

4.2 Ablution facilities

Washing, whether of the person or of personal effects, and acts of excretion and urination are strictly prohibited other than at the facilities provided.

4.3 Eating areas

The Contractor shall designate eating areas, subject to the approval of the Employer. These shall be clearly demarcated. The feeding or leaving of food for animals are strictly prohibited. Sufficient bins as specified in Section 4.4 of this Specification shall be present in this area.

Any cooking on Site shall be done on well-maintained gas cookers with fire extinguishers present.

4.4 Solid waste management

No on-site burying or dumping of any waste materials, vegetation, litter or refuse shall occur. The Contractor shall provide vermin 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 at least once a day. Waste from bins may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the Employer has approved.

All solid waste shall be disposed of offsite at an approved landfill site. The Contractor shall supply the Employer with a certificate of disposal.

4.5 Contaminated water

Potential pollutants of any kind and in any form shall be kept, stored, and used in such a manner that any escape can be contained and the water table not endangered. Water containing such pollutants as cements, concrete, lime, chemicals and fuels shall be discharged into a conservancy tank for removal from the site. This particularly applies to water emanating from concrete batching plants and concrete swills, and to runoff from fuel depots/workshops/truck 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.

The Contractor shall notify the Employer immediately of any pollution incidents on Site.

4.6 Site structures

All site establishment components (as well as equipment), shall be positioned to limit visual intrusion on neighbors and the size of area disturbed. The type and color of roofing and cladding materials to the Contractor's temporary structures shall be selected to reduce reflection.

4.7 Lights

The Contractor shall ensure that any lighting installed on the site for his activities does not interfere with road traffic or cause a reasonably avoidable disturbance to the surrounding community or other users of the area.

4.8 Workshop, equipment maintenance and storage

Where practical, all maintenance of equipment and vehicles on Site shall be performed in the workshop. If it is necessary to do maintenance outside of the workshop area, the Contractor shall obtain the approval of the Employer prior to commencing activities.

The Contractor shall ensure that in his workshop and other plant maintenance facilities, including those areas where, after obtaining the Employer approval, the Contractor carries out emergency plant maintenance, there is no contamination of the soil or vegetation. The workshop shall have a smooth impermeable floor either constructed of concrete or thick plastic covered with sufficient sand to protect the plastic from damage. The floor shall be bunded and sloped towards an oil trap or sump to contain any spillages of substances (e.g. oil). The Employer must approve a Method Statement detailing the design and construction of the workshop.

When servicing equipment, drip trays shall be used to collect the waste oil and other lubricants. Drip trays shall also be provided in construction areas for stationary plant (such as compressors) and for "parked" plant (such as scrapers, loaders, vehicles).

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

The washing of equipment shall be restricted to urgent or preventative maintenance requirements only. All washing shall be undertaken in the workshop or maintenance areas, and these areas must be equipped with a suitable impermeable floor and sump/oil trap. The use of detergents for washing shall be restricted to low phosphate/ nitrate and low sudsing-type detergents.

4.9 Noise

The Contractor shall limit noise levels (e.g. install and maintain silencers on machinery). The provisions of SANS 1200A Sub clause 4.1 regarding "built-up areas" shall apply to all areas within audible distance of residents whether in urban, peri-urban or rural areas.

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 radios, tape recorders, compact disc players, television sets etc shall not be permitted unless the volume is kept sufficiently low as to avoid any intrusion on members of the public within range. 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.

5 CONSTRUCTION

5.1 Method Statements

Any Method Statement required by the Employer or the Project Specification shall be produced within such reasonable time as the Employer shall specify or as required by the Project Specification. The Contractor shall not commence the activity until the Method Statement has been approved and shall, except in the case of emergency activities, allow a period of two weeks for approval of the Method Statement by the Employer. Such approval shall not unreasonably be withheld.

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

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.

5.2 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 course shall be run one for the Contractors and Subcontractors management and one for all site staff and laborers. Courses shall be run in the morning during normal working hours at a suitable venue provided by the Contractor. All attendees shall remain for the duration of the course and sign an attendance register that clearly indicates participants' names on completion, a copy of which shall be handed to the Employer. The size of each session shall be limited to the numbers shown in the Project Specification and 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 organization of these courses shall be submitted.

Notwithstanding the specific provisions of this clause it is incumbent upon the Contractor to convey the sentiments of the EMP to all personnel involved with the works.

5.2.1 Training course for management and foremen

The environmental awareness training course for management shall include all management and foremen. The course, which shall be presented by the Employer or his designated representative, is of approximately one-hour duration. The initial course shall be undertaken not less than 7 days prior to commencement of work on site.

5.2.2 Training course for site staff and labor

The environmental awareness training course for site staff and labor shall be presented by the Contractor from material provided by the Employer unless otherwise indicated in the Project Specification. The course is approximately one-hour long. The course shall be run not more than 7 days after commencement of work on site with sufficient sessions to accommodate all available personnel.

5.3 Contractor's Environmental Representative

The Contractor shall appoint an Environmental Representative who shall be responsible for undertaking a daily site inspection to monitor compliance with this Specification and the relevant Project Specification. The Contractor shall forward the name of the Environmental Representative to the Employer for his approval seven days prior to the date of the environmental awareness training course. The Contractor's Environmental Representative shall complete daily Site Inspection Forms and these shall be submitted to the Employer once a week.

5.4 Site division

The Contractor shall restrict all his activities, materials, equipment and personnel to within the area specified.

A Method Statement detailing the layout and method of establishment of the construction camp (including all buildings, hostels, offices, lay down yards, vehicle wash areas, fuel storage areas, batching areas and other infrastructure required for the running of the project) shall be provided.

5.5 Site demarcation

As required by the Project Specification, the Contractor shall erect and maintain permanent and/ or temporary fences of the type and in the locations directed by the Employer. Such fences shall, if so specified, be erected before undertaking designated activities.

5.6 "No go" areas

If so required by the Project Specification, certain areas shall be "no go" areas. The Contractor shall ensure that, insofar as he has the authority, no person, machinery, equipment or material enters the "no go" areas at any time.

5.7 Access routes/haul roads

On the Site, and, if so required by the Project Specification, within such distance of the Site as may be stated, the Contractor shall control the movement of all vehicles and plant 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 such vehicles and plant shall be so routed and operated as to minimize disruption to regular users of the routes not on the Site. On gravel or earth roads on Site and within 500 m of the Site, the vehicles of the Contractor and his suppliers shall not exceed a speed of 45 km/hr.

5.8 Construction personnel information posters

As required by the Project Specification, 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 Specifications. Such posters shall be erected at the eating areas and any other locations specified by the Employer.

5.9 Fire control

No fires may be lit on site. Any fires, which occur, shall be reported to the Employer immediately. Smoking shall not be permitted in those areas where it is a fire hazard. Such areas shall include the workshop and fuel storage areas and any areas where the vegetation or other material is such as to make liable the rapid spread of an initial flame. In terms of the Atmospheric Pollution Prevention Act, burning is not permitted as a disposal method.

The Contractor shall appoint a Fire Officer 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 forward the name of the Fire Officer to the Employer for his approval.

The Contractor shall ensure that there is basic fire-fighting equipment available on Site at all times. This shall include at least rubber beaters when working in urban open spaces and fynbos areas, and at least one fire extinguisher of the appropriate type when welding or other "hot" activities are undertaken.

5.10 Emergency procedures

The Contractor shall submit Method Statements covering the procedures for the following emergencies:

- i) Fire

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 ensure that his employees are aware of the procedure to be followed in the event of a fire.

ii) **Accidental leaks and spillages**

The Contractor shall ensure that his employees are aware of the procedure to be followed for dealing with spills and leaks, which shall include notifying the Employer, Scientific Services (Contact Hamied Mazema on 083-6294280 or Keith Walpole on 083-629 4281 or Winston Kannemeyer on 083-629 4276) and the relevant authorities. The Contractor shall ensure that the necessary materials and equipment for dealing with spills and leaks is available on Site at all times. Treatment and remediation of the spill areas shall be undertaken to the reasonable satisfaction of the Employer.

In the event of a hydrocarbon spill, the source of the spillage shall be isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/breakdown and where possible is designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200 P of hydrocarbon liquid spill.

5.11 Safety

Telephone numbers of emergency services, including the local fire fighting service, shall be posted conspicuously in the Contractor's office near the telephone. In the event of an emergency, the Contractor shall contact the City of Cape Town's Emergency Call Centre (Tel: 107).

No unauthorized firearms are permitted on Site.

5.12 Community relations

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

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

5.13 Protection of natural features

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

The 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.

5.14 Protection of flora and fauna

Except to the extent necessary for the carrying out of the Works, flora shall not be removed, damaged or disturbed nor shall any vegetation be planted.

Trapping, poisoning and/ or shooting of animals is strictly forbidden. No domestic pets or livestock are permitted on Site.

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

5.15 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 Project Specification. Where erosion and/or sedimentation, whether on or off the Site, occurs despite the Contractor complying with the foregoing, rectification shall be carried out in accordance with details specified by the Employer. Where erosion and/or sedimentation occur due to the fault of the Contractor, rectification shall be carried out to the reasonable requirements of the Employer.

5.16 Aesthetics

The Contractor shall take reasonable measures to ensure that construction activities do not have an unreasonable impact on the aesthetics of the area.

5.17 Recreation

If so required by the Project Specification, the Contractor shall take measures to reduce disruption to recreational users of the area abutting the Site.

5.18 Temporary site closure

If the Site is closed for a period exceeding one week, the Contractor in consultation with the Employer shall carry out the checklist procedure required by the Project Specification.

6 TOLERANCES

Environmental management is concerned not only with the final results of the Contractor's operations to carry out the Works but also with the control of how those 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 environmental requirements on an ongoing basis and any failure on his part to do so will entitle the Employer to certify the imposition of a fine subject to the details set out in the Project Specification.

7 TESTING

Void

8 MEASUREMENT AND PAYMENT**8.1 Basic principles**

Except as noted below and in PSEM8 as Scheduled Items, no separate measurement and payment will be made to cover the costs of complying with the provisions of this specification and such costs shall be deemed to be covered by the rates tendered for the items in the Schedule of Quantities completed by the Contractor when submitting his tender.

8.2 Scheduled items**8.2.1 The environmental awareness training course**

The provision of a venue and attendance at the environmental training course will be measured as a lump sum.

The sum shall cover all costs incurred by the Contractor in providing the venue and facilities as detailed in the Project Specification and in ensuring the attendance of all relevant employees and sub-contractors, at the meeting.

8.2.2 Method Statements: Additional Work

No separate measurement and payment will be made for the provision of Method Statements but, where the Employer requires a change on the basis of his opinion that the proposal may result in, or carries a greater than warranted risk of damage to the environment in excess of that warranted by the Specifications, then any additional work required, provided it could not reasonably have been foreseen by an experienced contractor, shall be valued in accordance with GCC 90 Clause 40.

A stated sum is provided in the Schedule of Quantities to cover payment for such additional work.

8.2.3 Work "required by the Project Specification"

Where a clause in this Specification includes a requirement as "required by the Project Specification", measurement and payment for compliance with that requirement shall be in accordance with the relevant

measurement and payment clause of the Project Specification.

9 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'

10 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.

11. FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (**Annex 1**).

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.

(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 | | |
|--------------------------------------|--|--|--|---------------|--|------------------|--|--|

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

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

