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|---|--|--|---------------|
| <b>TENDER DOCUMENT<br/>GOODS AND SERVICES</b> |  | <br><b>CITY OF CAPE TOWN<br/>ISIXEKO SASEKAPA<br/>STAD KAAPSTAD</b> |               |
| <b>SUPPLY CHAIN MANAGEMENT</b>                |  |  |               |
| SCM - 542                                     | Approved by Branch Manager: 03/04/2020 | Version: 8   | Page 1 of 144 |

|                            |   |
|----------------------------|---|
| <b>TENDER NO:</b>          | <b>358G/2021/22</b>   |
| <b>TENDER DESCRIPTION:</b> | <b>SUPPLY AND DELIVERY OF SPECIALISED KERBS FOR THE MYCITI INTEGRATED RAPID TRANSPORT PROJECT</b> |
| <b>CONTRACT PERIOD:</b>    | <b>FROM THE DATE OF COMMENCEMENT FOR A PERIOD OF 36 MONTHS</b>                                    |

## VOLUME 1: TENDERING PROCEDURES

**CLOSING DATE:** 05 July 2022

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

**TENDER BOX  
NUMBER:** 150

**TENDER FEE:** **R200.00** Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

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

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

|   |
|---|
| <b>TENDER SERIAL NO.:</b>                                 |
| <b>SIGNATURES OF CITY OFFICIALS<br/>AT TENDER OPENING</b> |
| 1   |
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## VOLUME 1: THE TENDER

### (1) GENERAL TENDER INFORMATION

|   |           |  |
|---|-----------|--|
| <b>TENDER ADVERTISED</b>                          | :         | <b>03 June 2022</b>  |
| <b>SITE VISIT/CLARIFICATION MEETING</b>           | :         | Not Applicable   |
| <b>VENUE FOR SITE VISIT/CLARIFICATION MEETING</b> | :         | Not Applicable.  |
| <b>TENDER BOX &amp; ADDRESS</b>                   | :         | <b>Tender Box as per front cover</b> at the <b>Tender &amp; Quotation Boxes Office</b> , 2 <sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.   |
|   | :         | The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement <b>“TENDER NO. 358G/2021/22: SUPPLY AND DELIVERY OF SPECIALISED KERBS FOR THE MYCITI INTEGRATED RAPID TRANSPORT PROJECT</b> the tender box No. 150 and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.<br><br>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. |
| <b>CCT TENDER REPRESENTATIVE</b>                  | Name:     | Johan Fowler   |
|   | Tel. No.: | 082 775 1862   |
|   | Email:    | johan.fowler@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’**

**TENDER DESCRIPTION:**        **SUPPLY AND DELIVERY OF SPECIALISED KERBS FOR THE MYCITI  
INTEGRATED RAPID TRANSPORT PROJECT**  
**TENDER NO:**                    **358G/2021/22**

The Employer's Information Officer who is responsible for overseeing questions in relation to data protection, may be contacted at [Popia@capetown.gov.za](mailto:Popia@capetown.gov.za).

The closing time for receipt of tender is **10h00 on Tuesday, the 5th of July 2022.**

Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that has been issued. Printed Activity Schedules, in the same format (that is, layout, scheduled items and quantities) as those issued- electronically by the Employer upon request, may be submitted as stated in the Tender Data.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

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

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

## (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.

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

## **2.1.5 Procurement procedures**

### **2.1.5.1 General**

Unless otherwise stated in the tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.

The CCT intends to appoint a single tenderer for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right not to appoint a tenderer at all.

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

### **2.1.5.2 Proposal procedure using the two stage-system**

A two-stage system will not be followed.

### **2.1.5.3 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

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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:** 20<sup>th</sup> 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](mailto: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:** 20<sup>th</sup> 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](mailto:Access2info.Act@capetown.gov.za)

#### **2.1.7 City of Cape Town Supplier Database Registration**

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

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2<sup>nd</sup> 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](http://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. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.

#### 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 to this Contract.



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#### **2.2.1.1.4 Eligibility Criteria**

##### **2.2.1.1.4.1 Verifiable Experience**

The tenderer must have demonstrated experience in the uninterrupted supply of precast concrete kerbing and channeling products to the Civil Engineering Industry over, at least, the last five (5) years and for projects where the total value of orders for such products for at least one (1) project exceeded R3 million (incl. VAT) during this period. Tenderers are required to provide such evidentiary proof in Schedule 15.

##### **2.2.1.1.4.2 SANS Accreditation**

Tenderers are required to provide proof of supplying precast concrete kerbing and channeling products that complies with SANS 927. Tenderers are required to provide such evidentiary proof in Schedule 15.

##### **2.2.1.1.5 Local production and content**

The City promotes the procurement of goods manufactured by local suppliers. The Department of Trade and Industry and National Treasury has identified specific designated sectors which require local content compliance. The current designated sectors are listed below:

| No | Sector / Sub-sector   | Minimum Local Content |
|----|---|-----------------------|
| A  | Cement (CEM I, CEM II, CEM III, CEM IV, CEM V and Masonry Cement) | 100%                  |

Tenderers are required to ensure that they comply with these designated Sector requirements by ensuring that the products provided to the City are locally manufactured. Failure to meet the minimum stipulated threshold for local production and content will result in a bid being declared non-responsive.

Further details of designated sectors are available on and  
[http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp)  
[http://ocpo.treasury.gov.za/Buyers\\_Area/Legislation/Pages/Practice-Notes.aspx](http://ocpo.treasury.gov.za/Buyers_Area/Legislation/Pages/Practice-Notes.aspx)

In addition to the above:

- a) The supplier shall study the terms and conditions as stated in the Local Content Declaration / Annexure C returnable schedule.

The stipulated minimum threshold percentages for local production and content for the targeter sectors and sub-sectors are indicated above ("the designated sectors"), and can be obtained from the applicable National Treasury Instruction Note.

Only tenders with locally produced or locally manufactured raw material or input will be considered. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade and Industry (DTI) (Chief Director: Industrial Procurement, tel. 012 394 3927 and fax 012 394 4927) should there be a need to import such raw material or input.

A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.

The Employer is obliged and must ensure that contracts for the designated sector are awarded at prices that are market related taking into account, among others, benchmark prices designated by the DTI for the sector, value for money and economies of scale. Where appropriate, prices may be negotiated with preferred bidders in accordance with provisions for Negotiation with Preferred Bidders as set out in the City of Cape Town SCM Policy.

A bid will be declared non-responsive / disqualified if the Local Content Declaration / Annexure C returnable schedule as well as the authorisation letter referred to above (if applicable) are not

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submitted as part of the bid documentation at the closing date and time of the bid.

For further information relating to the local production and content legislation, bidders may refer to website [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp), or may contact the Chief Director: Industrial Procurement at the DTI at telephone number (012) 394 3927 and fax (012) 394 4927, the Director: Fleet Procurement, Ms Cathrine Matidza, at telephone number (012) 394 3927 and e-mail [CMatidza@thedti.gov.za](mailto:CMatidza@thedti.gov.za), or the DTI Contact Centre no 0861 843384.

**2.2.1.1.6 Pre-qualification criteria for preferential procurement**

Not applicable to this Contract.

**2.2.1.1.7 Provision of samples**

Only those tenders submitted by tenderers who can provide test results from an independent SANAS accredited laboratory for all items tendered by the tenderer under the Pricing Schedule will be deemed eligible for items tendered for.

**2.2.2 Cost of tendering**

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

**2.2.3 Check documents**

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

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

**2.2.4 Confidentiality and copyright of documents**

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.

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**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:

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| 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

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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.

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**2.2.17 Provide other material**

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

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

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

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

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

**2.2.18 Samples, Inspections, tests and analysis**

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

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

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

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

**2.2.19 Certificates**

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

**2.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation**

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor

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(Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.

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

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

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

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

#### **2.2.19.2 Evidence of tax compliance**

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

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

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

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

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

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

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

#### **2.2.21 Claims arising from submission of tender**

The tenderer warrants that it has:

- a) Inspected the Specifications and read and fully understood the Conditions of Contract.
- b) Read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.
- c) Visited the site(s) where delivery of the proposed goods will take place, carefully examined

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

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

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

**2.3.8 Arithmetical errors, omissions and discrepancies**

**2.3.8.1** Check the responsive tenders for:

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

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

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

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

**2.3.8.3** In the event of tendered rates or lump sums being declared by the CCT to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other

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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 and preferences as relevant, to two decimal places.

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### 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 tender sum / amount 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 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:

$$P_s = 80 \times \left( 1 - \frac{(P_t - P_{min})}{P_{min}} \right)$$

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

Preference points shall be scored as follows:

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

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

Up to 20 adjudication points (NP) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

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

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

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

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

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

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

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

$$N_T = P_s + N_P$$

Where:  $P_s$  is the number of points scored for price;  
 $N_P$  is the number of points scored for preference.

#### **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:

- Reasonableness of the financial offer
- Reasonableness of unit rates and prices
- 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
- 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:

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

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

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

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

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

**2.3.12 Acceptance of tender offer**

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

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

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

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

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

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

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

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

**2.3.12.5** The CCT reserves the right to nominate an 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

**TENDER DESCRIPTION:** SUPPLY AND DELIVERY OF SPECIALISED KERBS FOR THE MYCITI  
INTEGRATED RAPID TRANSPORT PROJECT  
**TENDER NO:** 358G/2021/22


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.

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|   |  |  |                |
|---|--|--|----------------|
| <b>TENDER DOCUMENT<br/>GOODS AND SERVICES</b> |  |  CITY OF CAPE TOWN<br>ISIXEKO SASEKAPA<br>STAD KAAPSTAD |                |
| <b>SUPPLY CHAIN MANAGEMENT</b>                |  |  |                |
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|                            |   |
|----------------------------|---|
| <b>TENDER NO:</b>          | <b>358G/2021/22</b>   |
| <b>TENDER DESCRIPTION:</b> | <b>SUPPLY AND DELIVERY OF SPECIALISED KERBS FOR THE MYCITI INTEGRATED RAPID TRANSPORT PROJECT</b> |
| <b>CONTRACT PERIOD:</b>    | <b>FROM THE DATE OF COMMENCEMENT FOR A PERIOD OF 36 MONTHS</b>                                    |

## VOLUME 2: RETURNABLE DOCUMENTS

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

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



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## 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):

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

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|   |   |
|---|---|
| Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, enclose proof   |
| Is tenderer a foreign based supplier for the Goods / Services / Works offered?                      | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, answer the Questionnaire to Bidding Foreign Suppliers (below) |
| <b>Questionnaire to Bidding Foreign Suppliers</b>   | 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  |
| <b>Other required registration numbers</b>  |   |

TENDER DESCRIPTION: SUPPLY AND DELIVERY OF SPECIALISED KERBS FOR THE MYCITI  
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#### (4) FORM OF OFFER AND ACCEPTANCE

### TENDER DP6658G\_2020/21: SUPPLY AND DELIVERY OF SPECIALISED KERBS FOR THE MYCITI INTEGRATED RAPID TRANSPORT PROJECT

#### OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

|   |  |
|---|--|
| Name of Tendering Entity*<br>("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:

- Confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
- Confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
- 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;
- 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:
  - Terms and conditions stipulated in this tender document;
  - Specifications stipulated in this tender document; and
  - At the prices as set out in the **Price Schedule**.
- 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 358G/2021/22: SUPPLY AND DELIVERY OF SPECIALISED KERBS FOR THE MYCITI INTEGRATED RAPID TRANSPORT PROJECT

#### 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 Contract
- (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 .....

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3 Subject .....

Details .....

.....  
.....  
.....

4 Subject .....

Details .....

.....  
.....  
.....

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

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

## (5) PRICE SCHEDULE

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

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

| Item No | Description  | Unit of measure | Standard Detail | Price per unit (excl VAT) |
|---------|--|-----------------|-----------------|---------------------------|
| 1       | Manufacture of Standard Kassel Kerb "Black" - SKK  | No.             | Colto 2300      |                           |
| 2       | Storage and delivery of Standard Kassel Kerb "Black" – SKK to Hillstar / Mitchells Plain storage yard                        | No.             |                 |                           |
| 3       | Manufacture of Transition Kerb Left (BK2 to Kassel Kerb) "Black" - TKKL  | No.             | Colto 2300      |                           |
| 4       | Storage and delivery of Transition Kerb Left (BK2 to Kassel Kerb) "Black" – TKKL to Hillstar / Mitchells Plain storage yard  | No.             |                 |                           |
| 5       | Manufacture of Transition Kerb Right (BK2 to Kassel Kerb) "Black" – TKKR   | No.             | Colto 2300      |                           |
| 6       | Storage and delivery of Transition Kerb Right (BK2 to Kassel Kerb) "Black" – TKKR to Hillstar / Mitchells Plain storage yard | No.             |                 |                           |
| 7       | Manufacture of 45° Curve Kassel Kerb "Black" – KK45  | No.             | Colto 2300      |                           |
| 8       | Storage and delivery of 45° Curve Kassel Kerb "Black" – KK45 to Hillstar / Mitchells Plain storage yard                      | No.             |                 |                           |
| 9       | Royalties in respect of Profilbeton GmbH including licence fees excluding VAT  | Prov Sum        |                 | R 1 060 000.00            |
| 10      | Overhead charges, profit and mark-up on item 9 above   | %               |                 |                           |
| 11      | Procurement of right transition Kassel Kerb moulds (TKKR)  | No.             |                 |                           |

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

## Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 The units of measurement described in the Pricing Schedule are metric units. Abbreviations used in the Pricing Schedule are as follows:
- |                |                  |                      |                          |
|----------------|------------------|----------------------|--------------------------|
| %              | = percent        | m <sup>2</sup> -pass | = square metre-pass      |
| h              | = hour           | m <sup>3</sup>       | = cubic metre            |
| ha             | = hectare        | m <sup>3</sup> -km   | = cubic metre- kilometre |
| kg             | = kilogram       | MN                   | = meganewton             |
| kl             | = kilolitre      | MN.m                 | = meganewton-metre       |
| km             | = kilometre      | MPa                  | = megapascal             |
| km-pass        | = kilometre-pass | No.                  | = number                 |
| kPa            | = kilopascal     | Prov sum             | = provisional sum        |
| kW             | = kilowatt       | PC Sum               | = prime cost sum         |
| l              | = litre          | R/only               | = rate only              |
| m              | = metre          | sum                  | = lump sum               |
| mm             | = millimetre     | t                    | = ton (1000kg)           |
| m <sup>2</sup> | = square metre   | Day                  | = working day            |
- 5.9 For the purpose of the Pricing Schedule, the following words shall have the meanings assigned to them:
- Unit: The unit of measurement for each item of work as defined in the COLTO Standard Specification for Road and Bridge Works for State Road Authorities (1998 edition).
- Rate: The payment per unit of work for which the Service Provider tenders to do the work.
- Amount: The product of the quantity and the rate tendered for an item.
- Lump Sum: An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.
- 5.11 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

- 5.10 It will be assumed that prices included in the Schedule of Rates are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.sabs.co.za](http://www.sabs.co.za) for information standards)
- 5.11 The prices and rates in the Pricing Schedule are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out. A complete breakdown of all rates in electronic format (Excel) on a separate CD must be submitted with the completed pricing schedule. The rates are to be clearly referenced to the relevant pay item numbers, with each rate broken down into its labour, materials, plant, fuel, overhead charges and profit components.
- 5.12 The short descriptions of the items of payment given in the Pricing Schedule are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.



## (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.....<br>Name.....<br>Designation..... |
|  |         | Signature.....<br>Name.....<br>Designation..... |
|  |         | Signature.....<br>Name.....<br>Designation..... |
|  |         | Signature.....<br>Name.....<br>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:

---



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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

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

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the 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 Schedule

### 1 Definitions

The following definitions shall apply to this schedule:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Person:** Includes a juristic person.

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

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

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

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

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

**Rural Area:** A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

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

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

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

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

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

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

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

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

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

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

A supplier that is granted a preference undertakes to:

- 1) Accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of tender offers;
- 2) Not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) Accept that a contract may not be awarded if the price offered is not market related;
- 4) Accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) Accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBEE level of contribution in accordance with the Codes of Good Practise, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 6) Accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 7) Accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;

- 8) Accept that the CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;
- 9) Accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 10) Accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) Immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

### 3 Sanctions relating to breaches of preference conditions

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

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

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

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

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

where:

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

P\* = Value of the contract

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

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

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

where:

B-BBEE<sup>a</sup> = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

B-BBEE<sup>t</sup>= The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of tender evaluation

P\*= Value of the contract

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

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

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

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

**Table 1: Level of Contribution**

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

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

## 5 Declarations

- 1) With reference to Condition 8 in Section 2 above, the supplier declares that:  
**I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works**

☐

**Note:**

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

- 2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:
- (i) The information furnished is true and correct;
  - (ii) The preference claimed is in accordance with the conditions of this schedule;
  - (iii) The supplier may be required to furnish documentary proof to the satisfaction of the CCT that the B-BBEE level of contributor as at the closing date is correct; and
  - (iv) He/She understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

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

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

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

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

| For official use.                                |    |    |
|--|----|----|
| SIGNATURE OF CITY OFFICIALS AT<br>TENDER OPENING |    |    |
| 1.   | 2. | 3. |



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

1. No bid will be accepted from:
  - 1.1 Persons in the service of the state<sup>1</sup>, or
  - 1.2 If the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
  - 1.3 From persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
  - 1.4 From an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
    - 1.5 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;
    - 1.6 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, shareholder<sup>2</sup>) .....
  - 3.4 Company or Close Corporation Registration Number: .....
  - 3.5 Tax Reference Number: .....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
    - 3.8.1 If yes, furnish particulars .....
  - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
    - 3.9.1 If yes, furnish particulars .....
  - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
    - 3.10.1 If yes, furnish particulars .....
  - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
    - 3.11.1 If yes, furnish particulars .....

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

3.12.1 If yes, furnish particulars .....

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

3.13.1 If yes, furnish particulars .....

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

3.14.1 If yes, furnish particulars .....

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

3.15.1 If yes, furnish particulars .....

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

3.16.1 If yes, furnish particulars .....

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

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

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

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

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

\_\_\_\_\_  
Date

**<sup>1</sup>MSCM Regulations: “in the service of the state” means to be –**

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

**<sup>2</sup>Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.**

## Schedule 5: Conflict of Interest Declaration

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

|  |
|--|
|  |
|  |
|  |
|  |
|  |

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

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

|             |  |                                 |                                |
|-------------|--|---------------------------------|--------------------------------|
| 2.3.1       | If so, furnish particulars:  |                                 |                                |
|             |  |                                 |                                |
| <b>Item</b> | <b>Question</b>  | <b>Yes</b>                      | <b>No</b>                      |
| 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<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><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**

The Contract Price/s shall be fixed for the first 6 months from commencement of the contract and not be subject to any contract price adjustment.

**90%** of the tendered price will be subject to adjustment **every six months** based on the average Consumer Price Index (CPI) for “All items (CPI Headline)”, as published in the Statistical News Release, P0141: Table B2 – CPI headlines year-on-year rates as follows:

Average CPI will be calculated by adding the percentage CPI for each of the previous 6 months and dividing by 6.

## Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender 358G/2020/21 SUPPLY AND DELIVERY OF SPECIALISED KERBS FOR THE MYCITI INTEGRATED RAPID TRANSPORT PROJECT in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of : \_\_\_\_\_ (Name of tenderer)

That:

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

and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

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

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

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

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

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

## Schedule 10: Local Content Declaration / Annexure C

### **SCHEDULE 10 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

**This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.**

#### **1. General Conditions**

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2 Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such bids with the specific bidding condition that only locally produced goods with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by Nedbank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

NOTE: The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

**SCHEDULE 10 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)**

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

| <u>Description of services, works or goods</u>                           | <u>Stipulated minimum threshold</u> |
|--|-------------------------------------|
| <b>Cement (CEM I, CEM II, CEM III, CEM IV, CEM V and Masonry Cement)</b> | <b>100%</b>                         |

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?  
(Tick applicable box)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

| <b>Currency</b> | <b>Rates of exchange</b> |
|-----------------|--------------------------|
| US Dollar       |                          |
| Pound Sterling  |                          |
| Euro            |                          |
| Yen             |                          |
| Other           |                          |

NB: Suppliers must submit proof of the Nedbank rate(s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the CCT provide directives in this regard.

**SCHEDULE 10 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Municipality / Municipal Entity):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder entity), the  
following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

|  |   |
|--|---|
| Bid price, excluding VAT (y)                                       | R |
| Imported content (x), as calculated in terms of SATS 1286:2011     | R |
| Stipulated minimum threshold for local content (paragraph 2 above) |   |
| Local content %, as calculated in terms of SATS 1286:2011          |   |

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:

DATE: \_\_\_\_\_

WITNESS No. 1

DATE: \_\_\_\_\_

WITNESS No. 2

DATE: \_\_\_\_\_

## Annex C

### Local Content Declaration - Summary Schedule

|      |                           |      |  |    |  |     |  |
|------|---------------------------|------|--|----|--|-----|--|
| (C1) | Tender No.                |      |  |    |  |     |  |
| (C2) | Tender description:       |      |  |    |  |     |  |
| (C3) | Designated product(s)     |      |  |    |  |     |  |
| (C4) | Tender Authority:         |      |  |    |  |     |  |
| (C5) | Tendering Entity name:    |      |  |    |  |     |  |
| (C6) | Tender Exchange Rate:     | Pula |  | EU |  | GBP |  |
| (C7) | Specified local content % |      |  |    |  |     |  |

**Note:** VAT to be excluded from all calculations

|                  |                              | Calculation of local content    |                         |   |                |             |                            |
|------------------|------------------------------|---------------------------------|-------------------------|---|----------------|-------------|----------------------------|
| Tender item no's | List of items                | Tender price per UoM (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) |
| (C8)             | (C9)                         | (C10)                           | (C11)                   | (C12)   | (C13)          | (C14)       | (C15)                      |
| 1                | Standard Kassel Kerb (SKK)   |                                 |                         |   |                |             |                            |
| 3                | Transition Kerb Left (TKKL)  |                                 |                         |   |                |             |                            |
| 5                | Transition Kerb Right (TKKR) |                                 |                         |   |                |             |                            |
| 7                | Curve Kassel Kerb (KK45)     |                                 |                         |   |                |             |                            |

| Tender summary                     |                    |                                 |                        |
|------------------------------------|--------------------|---------------------------------|------------------------|
| Anticipated Annual Tender Qty (No) | Total tender value | Total exempted imported content | Total Imported content |
| (C16)                              | (C17)              | (C18)                           | (C19)                  |
| 7460                               |                    |                                 |                        |
| 200                                |                    |                                 |                        |
| 200                                |                    |                                 |                        |
| 20                                 |                    |                                 |                        |

(C20) Total tender value

R

(C21) Total Exempt imported content

R

Signature of tenderer from Annex B

|                  |               | Calculation of local content    |                         |   |                |             |                            | Tender summary                     |                    |   |                        |  |
|------------------|---------------|---------------------------------|-------------------------|---|----------------|-------------|----------------------------|------------------------------------|--------------------|---|------------------------|--|
| Tender item no's | List of items | Tender price per UoM (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Anticipated Annual Tender Qty (No) | Total tender value | Total exempted imported content                         | Total Imported content |  |
| (C8)             | (C9)          | (C10)                           | (C11)                   | (C12)   | (C13)          | (C14)       | (C15)                      | (C16)                              | (C17)              | (C18)   | (C19)                  |  |
|                  |               |                                 |                         |   |                |             |                            |                                    |                    | (C22) Total Tender value net of exempt imported content | R                      |  |
|                  |               |                                 |                         |   |                |             |                            |                                    |                    | (C23) Total Imported content                            | R                      |  |
|                  |               |                                 |                         |   |                |             |                            |                                    |                    | (C24) Total local content                               | R                      |  |
|                  |               |                                 |                         |   |                |             |                            |                                    |                    | (C25) Average local content % of tender                 |                        |  |

Date: \_\_\_\_\_

\_\_\_\_\_



## **Schedule 11: Price Basis for Imported Resources**

Not applicable to this Contract.

TENDER DESCRIPTION: SUPPLY AND DELIVERY OF SPECIALISED KERBS FOR THE MYCITI INTEGRATED  
RAPID TRANSPORT PROJECT  
TENDER NO: 358G/2021/22

**Schedule 12: Schedule of Pre-Qualification Criteria Sub-Contractors**

Not applicable to this Contract.

**TENDER DESCRIPTION:** SUPPLY AND DELIVERY OF SPECIALISED KERBS FOR THE MYCITI INTEGRATED RAPID TRANSPORT PROJECT  
**TENDER NO:** 358G/2021/22

### **Schedule 13: List of other documents attached by tenderer**

| The tenderer has attached to this schedule, the following additional documentation: |                         |  |
|---|-------------------------|--|
|   | <b>Date of Document</b> | <b>Title of Document or Description(refer to clauses / schedules of this tender document where applicable)</b> |
| 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

**TENDER DESCRIPTION:** SUPPLY AND DELIVERY OF SPECIALISED KERBS FOR THE MYCITI INTEGRATED  
RAPID TRANSPORT PROJECT  
**TENDER NO:** 358G/2021/22

### **Schedule 14: 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:

|            | <b>Date</b> | <b>Title or Details</b> |
|------------|-------------|-------------------------|
| <b>1.</b>  |             |                         |
| <b>2.</b>  |             |                         |
| <b>3.</b>  |             |                         |
| <b>4.</b>  |             |                         |
| <b>5.</b>  |             |                         |
| <b>6.</b>  |             |                         |
| <b>7.</b>  |             |                         |
| <b>8.</b>  |             |                         |
| <b>9.</b>  |             |                         |
| <b>10.</b> |             |                         |

Attach additional pages if more space is required.

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

**TENDER DESCRIPTION:** SUPPLY AND DELIVERY OF SPECIALISED KERBS FOR THE MYCITI INTEGRATED RAPID TRANSPORT PROJECT  
**TENDER NO:** 358G/2021/22

## Schedule 15: Information to be provided with the tender

### Verifiable Experience

Tenderers shall set out in the Schedule hereunder details of the supply of precast concrete kerbing and channeling products to the Civil Engineering Industry over, at least, the last five (5) years. A list of all projects for the supply of such products by the Tenderer is required during this period and where the total value of orders for at least one (1) project, was at least R3 million (incl. VAT) or more.

| CONTRACT / PROJECT | CLIENT & CONTACT DETAILS | TOTAL VALUE OF ORDERS | YEAR COMPLETED |
|--------------------|--------------------------|-----------------------|----------------|
|                    |                          |                       |                |
|                    |                          |                       |                |
|                    |                          |                       |                |
|                    |                          |                       |                |
|                    |                          |                       |                |
|                    |                          |                       |                |
|                    |                          |                       |                |
|                    |                          |                       |                |
|                    |                          |                       |                |
|                    |                          |                       |                |
|                    |                          |                       |                |
|                    |                          |                       |                |
|                    |                          |                       |                |
|                    |                          |                       |                |

### SANS Accreditation

Tenderers are required to provide proof of supplying precast concrete kerbing and channeling products that complies with SANS 927. Tenderers are required to attach such evidentiary proof here.

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

**TENDER DESCRIPTION:** SUPPLY AND DELIVERY OF SPECIALISED KERBS FOR THE MYCITI INTEGRATED RAPID TRANSPORT PROJECT  
**TENDER NO:** 358G/2021/22

|   |  |   |                |
|---|--|---|----------------|
| <b>TENDER DOCUMENT<br/>GOODS AND SERVICES</b> |  |  <b>CITY OF CAPE TOWN<br/>ISIXEKO SASEKAPA<br/>STAD KAAPSTAD</b> |                |
| <b>SUPPLY CHAIN MANAGEMENT</b>                |  |   |                |
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|                            |   |
|----------------------------|---|
| <b>TENDER NO:</b>          | <b>358G/2021/22</b>   |
| <b>TENDER DESCRIPTION:</b> | <b>SUPPLY AND DELIVERY OF SPECIALISED KERBS FOR THE MYCITI INTEGRATED RAPID TRANSPORT PROJECT</b> |
| <b>CONTRACT PERIOD:</b>    | <b>FROM THE DATE OF COMMENCEMENT FOR A PERIOD OF 36 MONTHS</b>                                    |

## VOLUME 3: DRAFT CONTRACT

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

| NATURE OF TENDER OFFER (please indicate below) |  |
|--|--|
| <b>Main Offer</b> (see clause 2.2.11.1)        |  |
| <b>Alternative Offer</b> (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) Validity Certificate of "Profilbeton" Patent Rights for duration of the contract. (Tenderers are to note that in order for payment to be approved towards the provisional sum allowance for any patent royalties, confirmation of the validity of the patent rights will be required.)

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.

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

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

*Add the following after clause 5.4:*

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

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

- 5.6 Publicity and publication:

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

- 5.7 Confidentiality:

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

- 5.8 Intellectual Property

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

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

- 5.8.3 The supplier shall, and warrants that it shall:

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

- 5.8.3.2 Not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does

produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;

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

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

5.8.3.5 Procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above; unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

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

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

## **7 Performance Security**

Not applicable to this Contract.

## **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 **six (6) months** after the goods have been delivered.

## **16. Payment**

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

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

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

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

*Add the following after clause 16.4*

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

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

16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the

terms and details as contained on **Proforma Advanced Payment Guarantee** and only once the authenticity of such guarantee has been verified by the City's Treasury Department.

**17. Prices**

*Add the following after clause 17.1*

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

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

17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable – refer **Schedule 8**.

The Contract Price/s shall be fixed for the first 6 months from commencement of the contract and not be subject to any contract price adjustment.

**90%** of the tendered price will be subject to adjustment **every six months** based on the average Consumer Price Index (CPI) for "All items (CPI Headline)", as published in the Statistical News Release, P0141: Table B2 – CPI headlines year-on-year rates as follows:

Average CPI will be calculated by adding the percentage CPI for each of the previous 6 months and dividing by 6.

**10% of the tendered price will remain fixed**

17.3 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)).

17.3.1 Adjustment for variations in rates of exchange:

(a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.

(b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.

(c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.

(d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or

sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.

- (e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled "**Price Basis for Imported Resources**".
- (f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.
- (g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.
- (h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "**Price Basis for Imported Resources**", then the value in column (A) shall be used.

17.3.2 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.

17.3.3 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:*

18.1 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**

Not applicable to this Contract.

*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 **5%** of the applicable Purchase Order.

- 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, 2<sup>nd</sup> 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.

## (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.

**TENDER DESCRIPTION: SUPPLY AND DELIVERY OF SPECIALISED KERBS FOR THE MYCITI INTEGRATED RAPID TRANSPORT PROJECT**

**TENDER NO: 358G/2021/22**

- 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](http://www.treasury.gov.za).

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

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

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

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

## **6. Patent rights**

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

**7. Performance Security**

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

- a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- b) A cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

**8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

**9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental Services**

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

**14. Spare parts**

- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) In the event of termination of production of the spare parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

## **17. Prices**

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

## **18. Contract Amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

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

**23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) If the supplier fails to perform any other obligation(s) under the contract; or



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

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

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

**24. Anti-dumping and countervailing duties and rights**

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

**25. Force majeure**

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

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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

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

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

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

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

## **28. Limitation of Liability**

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

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

## **29. Governing language**

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

**30. Applicable Law**

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

**31. Notices**

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

**32. Taxes and Duties**

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

**33. National Industrial Participation (NIP) Programme**

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

**34 Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

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**(9) FORM OF GUARANTEE / PERFORMANCE SECURITY**

Not applicable to this Contract.

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**(10) FORM OF ADVANCE PAYMENT GUARANTEE**

Not applicable to this Contract.

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**(10.1) ADVANCE PAYMENT SCHEDULE**

Not applicable to this Contract.

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## **(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

..... ,  
(Supplier/Mandatar/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.

COLD ACT Registration Number: .....

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

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

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

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

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

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

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

\_\_\_\_\_  
**Mandatar**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
for and on behalf of  
City of Cape Town

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## **(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.:** DP6658G\_2020/21

**TENDER DESCRIPTION:** SUPPLY AND DELIVERY OF SPECIALISED KERBS FOR THE MYCITI  
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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)**

### **SECTION A: STANDARD AMENDMENTS ISSUED BY COLTO**

#### **Notes to tenderer:**

1. The Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition) prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this contract. The amendments are those issued by COLTO and reproduced in Section A, together with additional amendments as set out in Section B.
2. Where reference is made to the General Conditions of Contract and sub-clauses thereof in the abovementioned Standard Specifications, they refer to the appropriate edition of the 'General Conditions of Contract for Road and Bridge Works for State Road Authorities' issued by COLTO (clause 1115 of the Standard Specifications refers).
3. The terms "Schedule of Quantities", (used throughout the Standard Specifications) and "Bill of Quantities", (used in all other documents forming part of this contract), and "Pricing Schedule" are synonymous.

### **SECTION B: PROJECT SPECIFICATION AMENDMENTS TO THE PROJECT SPECIFICATION**

#### **Notes to tenderer:**

1. In certain clauses the Standard Specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.
2. The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new series, new clause or a new payment item which does not form part of a series, clause or a payment item in the standard specifications and which is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.
3. The tenderer shall note that the standard COLTO specification is based on the COLTO General Conditions of Contract. References to specific COLTO General Conditions of Contract clauses will need to be exchanged for the equivalent clause in the GCC 2015 Conditions of Contract. The CLIENT assumes no responsibility for the contractor's interpretation of which are the correct relevant clauses

### **SECTION C: DESCRIPTION OF THE WORKS**

#### **SECTION C.1 INTRODUCTION**

Kassel Kerbs are specialised kerbs that will be manufactured for THE CLIENT'S Bus Rapid Transit System. The successful tenderer will be required to supply the Kassel Kerbs, to be manufactured under a Licence Agreement between THE CLIENT and the patent holder, the Germany company "Profilbeton GmbH", and using the moulds supplied by THE CLIENT. The following type and quantities of Kassel Kerbs are to be manufactured and delivered:

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**Table 1: types and minimum quantities of Kassel Kerbs to be manufactured and delivered**

| NUMBER TO BE MANUFACTURED | DESCRIPTION   |
|---------------------------|---|
| 7460                      | Standard Kassel Kerb "Black" – SKK                        |
| 200                       | Transition Kerb Left (BK2 to Kassel Kerb) "Black" – TKKL  |
| 200                       | Transition Kerb Right (BK2 to Kassel Kerb) "Black" – TKKR |
| 20                        | 45° Curve Kassel Kerb "Black" – KK45                      |

In addition to the **minimum** required Kassel Kerb quantities as listed in *Table 1* above, another **5 640** Kassel Kerbs (SKK) also have to be planned for.

The successful contractor will manufacture and store these kerbs at the manufacturing plant ready for collection by the various Integrated Rapid Transit (IRT) lane contractors from designated depots, based on an agreed priority schedule. In order to meet the above IRT Lane contractors' programmes, the minimum weekly production rates required are as follows:

- **SKK – 315 kerbs per week;**
- **TKKL – 15 kerbs per week; and**
- **TKKR – 15 kerbs per week.**

Based on the total quantities, indicated by the **minimum** quantities in *Table 1* and the possible addition of 5640 SKK, totalling **13 520**, and considering minimum weekly production rate of 345 units per week, the overall production period will be approximately **41 weeks**.

The above minimum production rates will not be enforced within the first two weeks of production, due to the predicted start-up delays which can be foreseen. Whatever number of units is cast in the first two weeks will be denoted as constant "c" in the following equation, which has been formulated to calculate the minimum cumulative production of units.

Minimum cumulative production of units =  $((n-2) \times 345) + c$

Where "n" is the number of weeks of production.

The calendar week on which the calculation is based, shall end on Sunday midnight of each week, i.e. n=3 at Sunday midnight of week three of production.

Failure to comply with the above minimum cumulative production quantity, will result in a penalty the penalty for this contract shall be **5%** of the applicable Purchase Order.

while the cumulative production remains less than minimum cumulative production quantity.

The dimensions, shapes and physical appearance of the kerbs to be manufacture are as follows:

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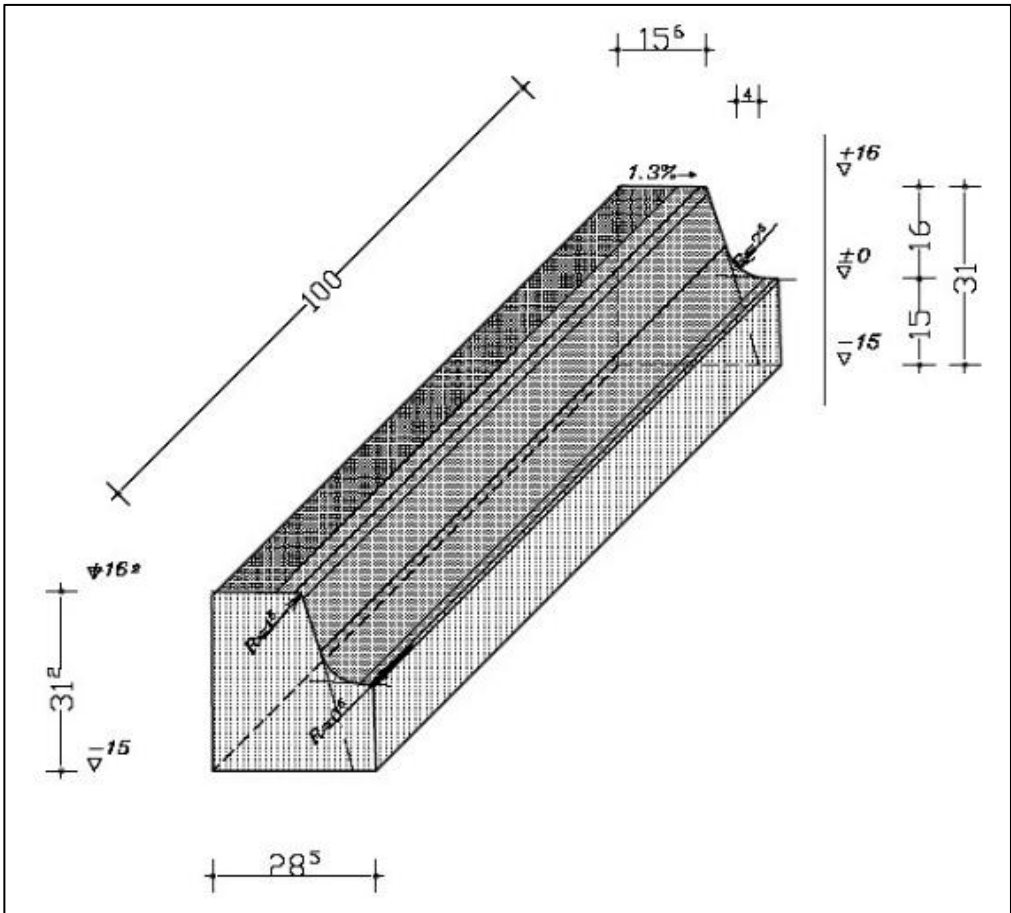


Figure 1: Standard Kassel Kerb (dimensions in cm)

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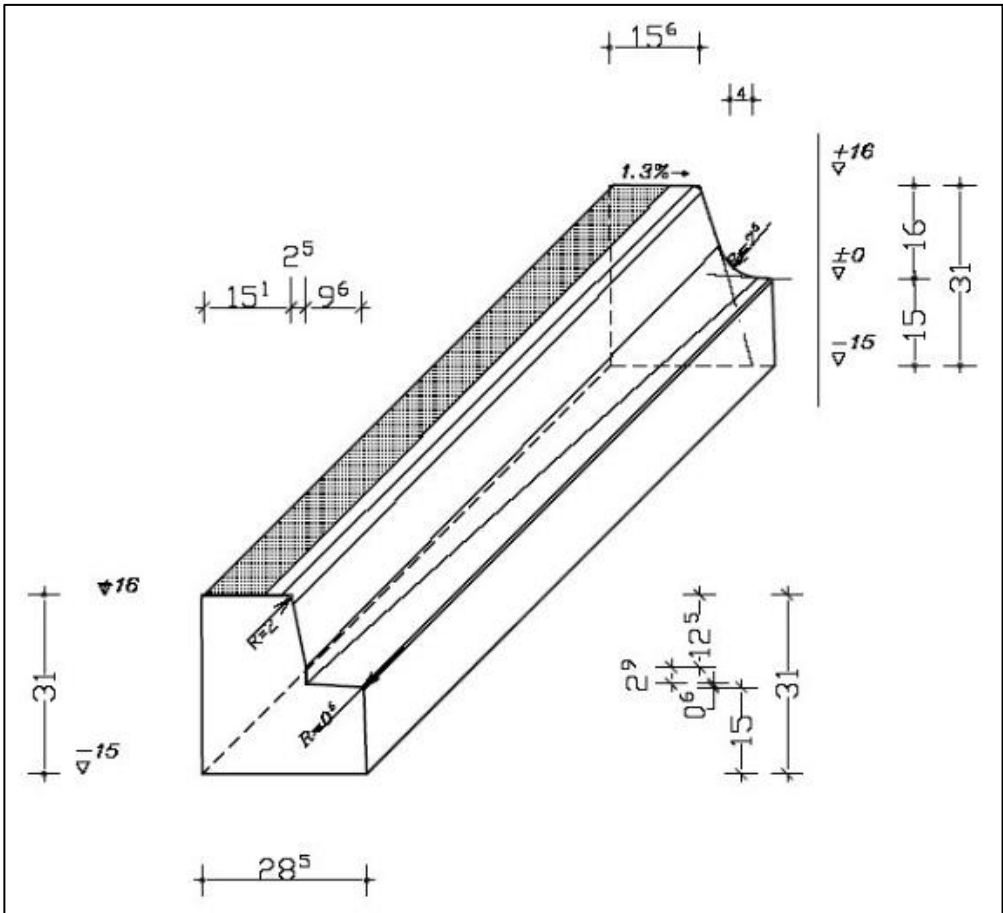
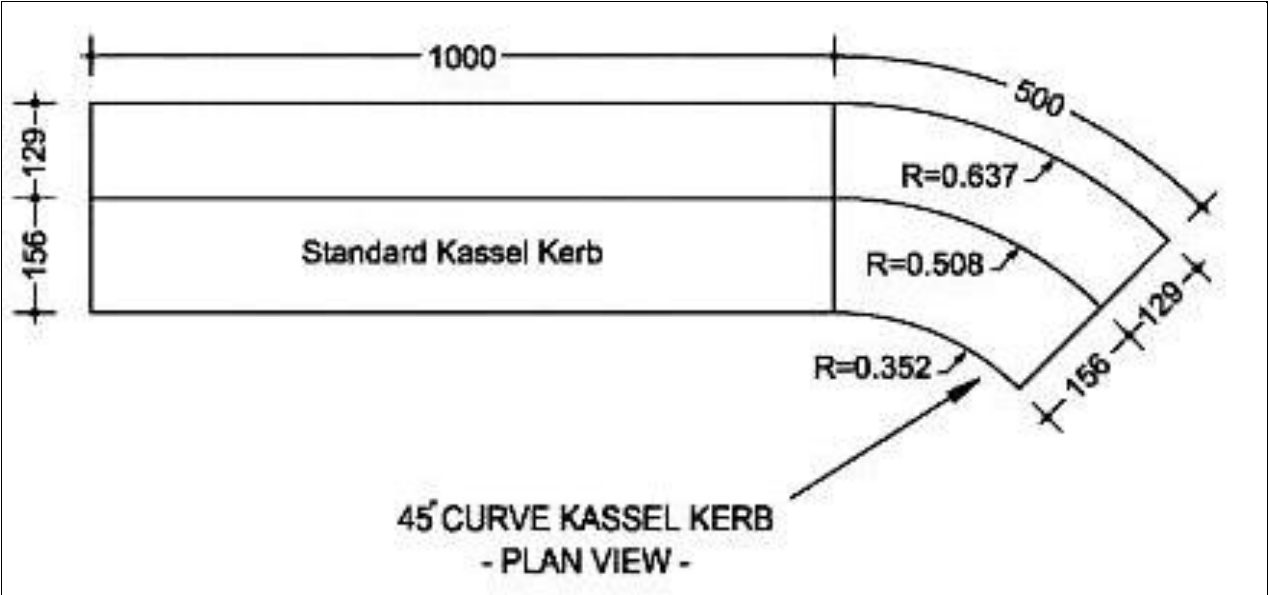


Figure 2: Transition Kassel Kerb (dimensions in cm)



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**Figure 2: Showing standard Kassel Kerb with 45° bend**



**Figure 4: Standard Kassel Kerbs stacked and bound on pallets, ready for transportation**

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**Figure 5 : Transition Kassel Kerbs stacked and bound on pallets, ready for transportation**

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## **SECTION C.2 GENERAL**

### **SECTION C.2.1 DELIVERY OF KERBS:**

The tendered rate shall include full compensation for storing, loading, transporting, delivery, off-loading and stacking of the Kassel Kerbs at a designated station construction site / yard or storage facility at the City of Cape Town's Kilarney and Ebenezer depots. The tendered rate shall also include all transport costs, equipment, labour, permits and all other incidentals for the stacking of the kerbs in the position(s) as ordered by THE CLIENT. The Contractor shall be responsible for any damages to the kerbs which shall be replaced at his/ her own expense."

### **SECTION C.2.2 SPECIFICATION FOR KASSEL KERBS**

It should be noted that the underlying specification is "COLTO" "Standard Specification for Road and Bridge Works for State Road Authorities, Section 2300".

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**SECTION 2300 : CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES,  
AND CONCRETE LININGS FOR OPEN DRAINS**

**B2301 Scope**

“THE CLIENT has entered into a “licence agreement” with “Profilbeton GmbH” of Germany to produce “KASSEL KERB’kerbstones covered by EUROPEAN patent no. 0544202”. The supplier will be responsible to discuss and negotiate the royalties in respect of Profilbeton GmbH, including licensing fees as per the existing agreement with the City of Cape Town.

This specification outlines the general requirements by Profilbeton GmbH to produce the KASSEL KERB kerbstones.

**B2302 Materials**

(a) Concrete

“Section 6200 & 6400 has been amended as shown to take account of the Profilbeton requirements for KASSEL KERB kerbstones”.



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## **SECTION 6200 : FALSEWORK, FORMWORK AND CONCRETE FINISH**

### **B6201 Scope**

“The information given in the amended sub-sections specifically refers to KASSEL KERB kerbstones”

### **B6202 Materials**

#### **(c) Formwork**

“The required moulds will be supplied by THE CLIENT and will remain the property of THE CLIENT and must be returned to THE CLIENT at the end of the contract in an undamaged condition to enable THE CLIENT to re-use them.”

THE CLIENT will supply the following:

- 70 (seventy) ‘SKK’ Standard Kassel Kerb moulds;
- 4 (four) ‘TKKL’ Transition Kassel Kerb left mould;
- 1 (one) ‘TKKR’ Transition Kassel Kerb right mould;
- 4 (four) ‘KK45’ 45°;
- 1 (one) ‘KK90’ 90°.

Additional number of 3 (three) transition Kassel Kerb right moulds (TKKR) are provisioned for procurement by the supplier under this contract. Refer to items 13 and 14 under the *PRICE SCHEDULE*.

### **B6205 Construction**

#### **(vii) Preparing the Formwork**

“For this contract the release agent specified is “Antibond 30 Concentrate” (or equivalent approved) produced by “ImveloChem” (Pty) Ltd” (or equivalent approved).

### **B6206 Removing the falsework and formwork**

“The units shall be removed from the moulds in accordance with the Profilbeton GmbH specifications. Profilbeton GmbH requires that the units are removed from moulds using a vacuum lift or similarly approved method.”

**The moulds are to be cleaned manually after each cast with sponges and soap water in order to prevent build-up of residue from the pigment.**

### **B6207 Formed surfaces : classes of finish**

#### **(a) General**

“The surface finish shall be of the highest quality as per sample supplied upon request”.

## SECTION 6400 : CONCRETE FOR STRUCTURES

### B6401 Scope

"The information given in the amended sub-sections specifically refers to KASSEL KERB kerbstones.

### B6402 Materials

#### (b) Aggregates

"For this contract the combined grading sieve analysis of the fine and coarse aggregates shall comply with the following grading analysis provided by Profilbeton Sieveline Feb 2009".

#### (c) Cement

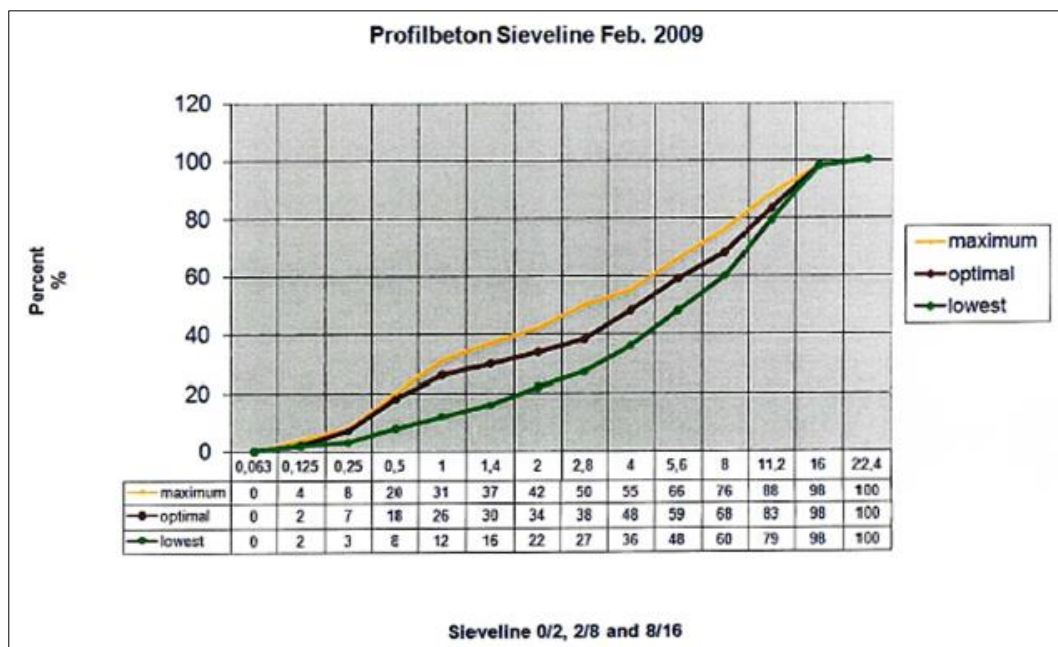
"To allow the removal of units from the moulds at 18 hours casting, Profilbeton GmbH specify CEMI 52,5R which at present is not available in South Africa. However, it may be possible to use the available CEMI 52,5N but at a slightly higher cement content to achieve the required strength at 18 hours after casting."

#### "(4) Alkali Aggregate Reaction

The Malmesbury Shale (Hornfels) aggregates commonly used in the Cape Town area fall into the high reactive category in terms of Alkali Aggregate Reaction (as determined according to subclause 8105 (f) of Section 8100).

In order to avoid the possibility of the deterioration of concrete due to alkali aggregate reaction, no portland cement having an equivalent sodium monoxide content (calculated as  $\text{Na}_2 + 0,658 \text{ K}_2\text{O}$ ) exceeding 0,60% and then on condition that the cement content of the concrete does not exceed  $350 \text{ kg/m}^3$  then the equivalent sodium monoxide content must not exceed the  $2,0 \text{ kg/m}^3$  of concrete limit.

The contractor shall prior to the use of cement provide test certificates from an approved laboratory giving the equivalent sodium monoxide content of that batch of cement".



#### **B6404 Concrete quality**

##### **(b) Strength Concrete**

"The concrete shall be a 50/16 concrete with the following strength characteristics

| <u>Age after casting</u> | <u>Cube strength in N/mm<sup>2</sup></u> |
|--------------------------|--|
| 18 hours                 | 17                                       |
| 7 days                   | 40                                       |
| 14 days                  | 45                                       |
| 28 days                  | 50                                       |

##### **(e) Admixtures**

"For this Contract the following are specified:

##### **(ii) Pigments**

"Bayferrox 360" (or equivalent approved) a ready to use pigment powder for deep black concrete produced by "Lanxess Energising Chemistry" (or equivalent approved).

#### **6409 Curing and protecting**

"For this contract the concrete shall be placed in the mould in an enclosed structure kept at an air temperature of between 24° and 30° and at a Relative Humidity (RH) of between 75% and 90%.

The kerb units shall be stripped from the moulds at 18 hours after casting and given individual serial numbers and then coated all over with either "Chemcrete Concrete Sealer" (or equivalent approved) or "Sealkote" (or equivalent approved) produced by "Technical Finishes (Pty) Ltd." (or equivalent approved). This coating is to be applied using a spray or roller. A brush may not be used.

The kerb units shall then be placed in not more than 2 layers of not more than 3 units each on 1050mm x 1050mm wooden pallets, bound together using plastic strips. Layers shall be separated by wood spacers while the kerbs in one layer shall be separated by polystyrene strips. Pallets shall not be stacked one on top of another.

The packaged kerbs shall then be stored in the same or similar structure at the above temperatures and RH for 3 days after which the packaged units can be moved to an outside storage area and retained there for not less than 7 days.

The Tenderer shall demonstrate using the attached schedules that they have the necessary:

- **Adequately sized precast yard buildings where the kerbs will be cast and protected from the weather during early curing (first 18 hrs);**
- **An adequately sized climate controlled building/room where the kerbs can be cured at the specified humidity and temperature for the specified time; and**
- **An adequately sized outside storage area for the manufactured kerbs.**

#### **6414 Quality of materials and workmanship**

##### **(a) Criteria for compliance with the requirements**

Routine inspection and quality control will be done by the Engineer as specified in sections 8200 and 8300. The criteria for compliance with the requirements specified for 28 day characteristics compressive strength shall be as specified in clauses 8206 and 8305 for full acceptance and as specified in clauses 8208 and 8307 for conditional acceptance. The resubmission of concrete lots on the basis of cores for full or conditional acceptance shall not be allowed. The Contractor's attention is drawn to clauses 8209 and 8308. If the Engineer is satisfied that the requirements of the Contractor's process control have been met, the Engineer may decide at his discretion to use the Contractor's test results in the evaluation of the concrete.

**TENDER DESCRIPTION: SUPPLY AND DELIVERY OF SPECIALISED KERBS FOR THE MYCITI INTEGRATED  
RAPID TRANSPORT PROJECT**  
**TENDER NO: 358G/2021/22**

- (b) The following testing shall be undertaken by the contractor:
1. Measurement of the kerbs (height, length, width) – 5 samples per week. Tolerances of + or – 5 millimeters will be accepted.
  2. Air bubbles in the concrete surfaces – 1 test per day.
  3. A set of cubes (3 No. per set) are to be taken once per week to be crushed at 28 days.
- (c) For the first week of production, two sets of cubes (3 No. per set) are to be taken every day and one set crushed at 18 hrs and the other set at 28 days. For the second week of production, two sets of cubes (3 No. per set) are to be taken every day and one set crushed at 7 days and the other set at 28 days. Thereafter, provided that the concrete mix is performing to specification, the testing shall be as indicated in (c) item (2) above.
- (d) The contractor must submit a mix design to the Engineer for approval prior to the commencement of manufacturing.
- (e) During construction, the Contractor must keep comprehensive records of the number of kerbs manufactured, and a log book of the usage of the individual moulds. This should be reported with the monthly payment certificate.

**TENDER DESCRIPTION: SUPPLY AND DELIVERY OF SPECIALISED KERBS FOR THE MYCITI INTEGRATED  
RAPID TRANSPORT PROJECT**  
**TENDER NO: 358G/2021/22**

### **SECTION C.2.3 SPECIFICATIONS OF SUPPLIER AND MANUFACTURERS**

The specifications and requirements stipulated by the producers and suppliers of various products to be used in the manufacture of the Kassel kerbs appear on the following pages and must be strictly adhered to.

## RECKLI GmbH

P.O. Box 10 13 29 44603 Herne Eschstr. 30 44629 Herne Germany Telefon +49 (0) 2323 / 17 06-0  
Telefax +49 (0) 2323 / 17 06-50 E-Mail: info@reckli.de Internet: http://www.reckli.de



Products  
04001  
04040

Edition  
03/06

### Technical Pamphlet and Application Directions

#### **RECKLI® Stripping Wax TL RECKLI® Stripping Wax TL-SO**

Ready-to-use Release Agent for all RECKLI Formliners and Moulds and all types of non-absorbent formwork surfaces.

#### **I.) RECKLI Stripping Wax TL**

##### **Properties**

RECKLI Stripping Wax TL is an Ester Wax dissolved in a solvent. Prepared and ready to use straight from the container on RECKLI Formliners and Moulds and of course on all other kind of non-absorbent formwork. Your mould material and surfaces must be solvent resistant. RECKLI Stripping Wax TL should be used for the production of high quality exposed concrete surfaces.

RECKLI Stripping Wax TL allows a mechanical release and does not rely on 'killing' the surface set of the concrete to obtain release. Employing a mechanical release is what allows the superior, non-staining finish to concrete surfaces. RECKLI Stripping Wax TL is ready for use when the solvent has evaporated from the sprayed or brush applied film. The pouring and placing of concrete does not displace this film of wax. Discoloration, clouding and spray patterns etc. which are often encountered when using oil modified release agents are therefore avoided.

RECKLI Stripping Wax TL improves corrosion protection when steel shutters and moulds are being used. Stripping Wax TL is also suitable for moulds and formworks that are exposed to heat treatment such as low pressure steam curing.

A further important advantage obtained when using RECKLI Stripping Wax TL is the fact that coating or painting of the concrete can be carried out subsequently without any adhesion problems as so often arises when using oil based release agents.

#### **II.) RECKLI Stripping Wax TL-SO**

RECKLI Stripping Wax TL-SO has the same high quality properties and performance as Stripping Wax TL. It has one difference, the addition of a chemical release component, which imparts greater release qualities. It should be used instead of Stripping Wax TL when the

following applications are encountered:

- longer striking times of RECKLI Formliners and moulds, in excess of 24 hrs.
- expected difficult striking conditions due to mass concrete heat, cement content and type, ambient temperatures and other technical and local conditions.

-2-

**RECKLI® Stripping Wax TL**  
**RECKLI® Stripping Wax TL-SO**

### **Application**

The formwork must be clean and dry. RECKLI Stripping Wax TL and TL-SO can be brushed or sprayed finely onto the above surfaces. Excess material must be removed from any recesses, pattern details etc with brushes, clean rag or inverting to drain off surplus. With detailed patterns, large rib patterns (hold spray at 45 degrees from either side) you must check that complete coverage to all detail has been achieved.

A visual check can be used here; surfaces that have been sprayed or painted will have a wet sheen to them. After the solvent has evaporated you can make a hand test to confirm correct application. A light deposit of wax will be left on your finger. Protect from rain and adverse weather conditions with polythene sheets or covers until ready for use. If working in dusty conditions only apply Stripping Wax TL or TL-SO just before erecting the formwork. Please note that only when the formworks are laying flat can they be sprayed or painted optimally with RECKLI Stripping Wax TL or TL-SO. As with all other release agents check for complete coverage before concreting.

### **Consumption**

Approx. 100-150 cm<sup>3</sup>/m<sup>2</sup> per application according to type of pattern detail.

### **Container Sizes**

210 Lt barrels, 25 Lt Plastic tubs, 5 Lt Cans, 1 Lt Cans.

### **Storage**

RECKLI Stripping Wax TL and TL-SO are frost resistant. However, they do gel at material temperatures of approx. 0°C. To avoid long thawing times, we recommend storage at temperatures of +10°C. Do not expose the materials to direct sunlight.

### **Safety**

RECKLI Stripping Wax TL and TL-SO contain a flammable mixture of Hydrocarbons. We recommend that you ensure good ventilation when applying in confined spaces. Naked flames and smoking are to be avoided when using RECKLI Stripping Wax TL and TL-SO. Please observe the safety data sheets and the advice on the label as per Dangerous Goods Regulations.

-3-

-3-

This pamphlet is intended solely as an application directive. It does not claim to be binding and valid for all modes of application. RECKLI recommend carrying out a preliminary test application relevant to full-scale application every time.

This pamphlet replaces all previous published pamphlets concerning RECKLI Stripping Wax TL and TL-SO these no longer being valid.

# Safety Data Sheet (2001/58/EG)

**RECKLI**

## 1. Names of substances / type and company

- 1.1 **Product name** : RECKLI-Stripping Wax TL-SO
- 1.2 **Company** : RECKLI GmbH  
 Eschstrasse 30, 44629 Herne / p.o.box 101329, 44603 Herne, Germany  
**Phone** : 0049 - 2323 - 1706-0 **Fax:** 0049 - 2323 - 1706-50  
**Competent dept.** : laboratory **Phone** 0049 - 2323 - 1706-17  
**Emergency** : Poison-information Berlin **Phone** 0049 - 30 - 19240
- 1.3 **application** : release agent

## 2. Composition/indications with regard to components

chemical name : Release agent formulation

| Components:                     | CAS-number:           | DGR-symbols: | R-sentences:         | Content (%): |
|---------------------------------|-----------------------|--------------|----------------------|--------------|
| hydrocarbons aromatic/aliphatic | 64742-95-6/64742-48-9 | Xn, N        | 10-37-51/53-65-66-67 | > 40         |
| propylbenzene                   | 10365-1               | Xn, N        | 10-37-51/53-65       | < 2          |
| 1,2,4-trimethylol-benzole       | 95-63-6               | Xn; N        | 10-20-36/37/38-51/53 | 8 -20        |
| 1,3,5-trimethylol-benzole       | 108-67-8              | Xi; N        | 10-37-51/53          | <8           |
| isopropylbenzene                | 98-82-8               | Xn, N        | 10-37-51/53-65       | <2           |
| Xylole (isomeric mixture)       | 1330-20-7             | Xn           | 10-20/21-38          | <2           |

## 3. Possible dangers

- Possible dangers : R 10 Flammable  
 : R 36/37/38 Irritating to respiratory system, eyes and skin  
 : R 51/53 Toxic to aquatic organisms, may cause long-term adverse effects in the aquatic environment.  
 : R 65 Harmful: May cause lung damage if swallowed  
 : R 66 Repeated exposure may cause skin dryness or cracking  
 R 67 Vapours may cause drowsiness and dizziness.

## 4. First-aid-measures

- General advices** : Take off dirty clothes and shoes. Poisoning symptoms may come after plenty of hours.  
 Medical advice should be for a period about 48 hours.
- Eye-contact** : Immediately clean under running water, go to an eye specialist
- Skin-contact** : Clean and wash with water and soap
- Inhalation** : Carry the injured person outside. See the doctor
- Swallowing** : Never force the injured person to vomit; bring it immediately to the doctor.  
 Show the label of the product or this Safety-Data-Sheet.

## 5. Measures in case of fire

- Extinguish media** : CO 2, foam, powder  
 in great fire jet of water
- Protective equipment** : Fire-protective clothing with breathing-mask
- Special danger** : In case of fire carbon oxides and nitrogen oxides can be produced.  
 Keep away from sewerage systems and soil waters  
 Fire residues should be disposed off by the local regulations



## Safety Data Sheet (2001/58/EG)

RECKLI

RECKLI-Stripping Wax TL-SO

### 6. Measures in case of spillage/leakage

Personal protective measures : Use personal protective clothing: Keep unprotected persons away.  
 Avoid ignition sources; take care for sufficient air supply

Measures for protection of the environment : Keep away from sewerage systems and soil waters

Cleaning : Pick up with absorbing materials, sawdust or sand  
 Dispose of by observation local regulations

### 7. Handling and storage

#### Handling

Advice for safe usage : Sufficient air supply. No ignition sources - Do not smoke !!! Avoid Aerosole production,

#### Storage

Kind of storage room : Avoid getting into soil and inshore waters.

Prohibition of storage together with other substances : Don't store together with unequal substances (see point 10); keep away from food and beverages

Other storage conditions : Store cool and dry in closed drums at room temperature. Avoid heat and direct sun.

### 8. Limitation of exposition and personal protective equipment

Observe advices for the layout of technical equipment!!

#### Personal protective equipment

Respiratory protection : only in case of insufficient air supply

Eye-protection : protective goggles

Hand-protection : protective gloves

Body-protection : clean working-clothes

Other measures : Keep away from food and beverages; wash hands before break and after work

### 9. Physical and chemical properties

|                      |                       |                       |             |             |
|----------------------|-----------------------|-----------------------|-------------|-------------|
| State of aggregation | : liquid              | Flashpoint            | : 37        | °C          |
| Colour               | : yellow, transparent | Ignition temperature  | : n.v.      | °C          |
| Odour                | : soluble             | Boiling point         | : 135 - 170 | °C          |
|                      |                       | Melting point         | : n.a.      | °C          |
| pH-value undiluted   | : n.a.                | Lower explosion limit | : n.a.      | °C Air-Vol. |
|                      |                       | Upper explosion limit | : n.a.      | °C Air-Vol. |

|                  |               |   |            |       |
|------------------|---------------|---|------------|-------|
| Vapour pressure  | : at ( 21 °C) | = | n.v.       | mbar  |
| Viscosity        | : at ( 21 °C) | = | appr. 25   | mPa*s |
| Specific gravity | : at ( 21 °C) | = | appr. 0.82 | g/cm³ |
| Bulk density     | : at ( 21 °C) | = | n.a.       | kg/l  |

#### Other indications

Solubility in water : not  
 Solubility in grease : n.g.

Mixability : n.a.  
 Conductivity : n.a.  
 Speed of vaporization : n.g.

## Safety Data Sheet (2001/58/EG)

RECKLI

RECKLI-Stripping Wax TL-SO

### 10. Stability and reactivity

|                                  |   |
|----------------------------------|---|
| Conditions to be avoided         | : Heat, direct sun, electrostatic charge  |
| Substances to be avoided         | : Reacts with powerful oxidations components.<br>Explosive gases with air.            |
| Hazardous decomposition products | : No decomposition products if stored properly  |
| Additional indications           | : In case of fire carbon monoxide, carbon dioxide and nitrogen oxide will be produced |

### 11. Indication to toxicology

| Acute toxicity                        |        | Chronic effects            |  | (e. = effect) |
|---------------------------------------|--------|----------------------------|--|---------------|
| LD50 oral, rat                        | : n.v. | Sensitizing e.             | : unknown  |               |
| Dosage [mg/kg]                        | :      | Carcinogenic e.            | : n.a.   |               |
| Indications are true for swallowing   | :      | Genotype-changing e.       | : n.a.   |               |
| LC 50, inhaled, rat                   | : n.v. | E. endangered reproduction | : n.a.   |               |
| Dosage [mg/l/4h]                      | :      | Anaesthetic e.             | : aromatic hydrocarbons inhaled in high concentrates |               |
| Indications are true for inhalation   | : n.a. |                            |  |               |
| LD50 dermal, rat                      | : n.v. | Further information        |  |               |
| Dosage [mg/kg]                        | :      | Indications                | : harmful  |               |
| Indications are true for skin contact | :      | eye contact                | : irritating possible                                |               |

### 12. Indications to ecology

|                                      |  |                            |        |
|--------------------------------------|--|----------------------------|--------|
| Water endangering class              | : 2  | Ecotoxicity                | : n.a. |
| Self-classification according to VCI | : mixing- rules  | Aquatic toxicity           | : n.a. |
| Biodegradability                     | : n.g.   | Reactions in sewage plants | : n.a. |
| Further information                  | : Keep away from sewerage systems, soil and inshore waters |                            |        |

### 13. Information on disposal

|                   |  |
|-------------------|--|
| Product           | : product residues, not used   |
| Way of disposal   | : Burning. Observe official local regulations  |
| Waste code no.    | : 070704<br>other organic solvents, wash-liquids, mother liquor  |
| Other information | : product residues, used - No waste nummer conc. European waste catalogue can be fixed. Only after use through the end-producer a classification can be made.<br>The waste code has to be fixed after making an arrangement with the local waste management. |
| Packing material  | : empty and cleaned with a suitable solvent dispose of by official local regulations   |
| Way of disposal   | : Can be burnt(synthetic resins) or scraped (metal) after compliance with the regulations of the local waste management.   |
| Waste code no.    | : 15110<br>packing cont. dangerous residues  |
| Other information | : package and product residues have to be handled like the product   |

## Safety Data Sheet (2001/58/EG)

**RECKLI**

RECKLI-Stripping Wax TL-SO

### 14. Indications to transport

#### Land transport ADR / RID

|               |   |     |              |   |      |
|---------------|---|-----|--------------|---|------|
| Class         | : | 3   | Warning sign | : |      |
| Figure/letter | : | III | Danger-No.   | : | 30   |
|               |   |     | UN-No.       | : | 3295 |

#### Sea transport IMDG / GGVSee

|          |   |          |                  |   |      |
|----------|---|----------|------------------|---|------|
| Class    | : | 3        | UN-No.           | : | 3295 |
| EmS No.  | : | F-E, S-D | PG               | : | III  |
| MPAG No. | : | -        | Marine pollutant | : | yes  |

#### Air transport ICAO / IATA-DGR

|       |   |   |             |   |      |
|-------|---|---|-------------|---|------|
| Class | : | 3 | UN / ID-No. | : | 3295 |
|       |   |   | PG          | : | III  |

proper shipping name: hydrocarbons, liquid, n.o.s., mixture of aliphatic and aromatic hydrocarbons

### 15. Regulations

#### Marking according to Dangerous Goods Regulations

|                         |   |   |                      |   |                                    |
|-------------------------|---|---|----------------------|---|------------------------------------|
| Symbol                  | : | Xn, N   | Term for the danger  | : | Harmful, Environmentally hazardous |
| R-sentences             | : | R 10 Flammable<br>R 36/37/38 Irritating to respiratory system, eyes and skin<br>R 51/53 Toxic to aquatic organisms, may cause long-term adverse effects in the aquatic environment.<br>R 65 Harmful: May cause lung damage if swallowed<br>R 66 Repeated exposure may cause skin dryness or cracking<br>R 67 Vapours may cause drowsiness and dizziness.              |                      |   |                                    |
| S-sentences             | : | S 23 Do not breathe gas/fumes/vapour/spray.<br>S 24/25 Avoid contact with skin and eyes<br>S 36/37/39 Wear suitable protective clothing, gloves and eye/face protection<br>S 45 In case of accident or if you feel unwell, seek medical advice immediately (show the label)<br>S 61 Avoid release to the environment. Refer to special instructions/safety data sheet |                      |   |                                    |
| MAK-value, hydrocarbons | : | 20 ml/m <sup>3</sup> ; 100 mg/m <sup>3</sup>  | BAT-value            | : | 1,5 mg/l fullblood; end            |
| MAK-value, Xylole       | : | 100 ml/m <sup>3</sup> ; 440 mg/3  | Dangerous components | : | aliphatic/aromatic hydrocarbons    |
| VbF                     | : | A II  | Restrictions for use | : | n.a.                               |
| WGK                     | : | 2   |                      |   |                                    |

### 16. Further information

M 017 - "Solvents" (ZH 1/319) M 050 - "Contact with dangerous goods" (ZH 1/118)

|  |   |
|--|---|
| R 10: Flammable                        | R 51: Toxic to aquatic organisms.                                     |
| R 20: Harmful by inhalation.           | R 53: May cause long-term adverse effects in the aquatic environment. |
| R 21: Harmful in contact with skin     | R 65: Harmful: may cause lung damage if swallowed.                    |
| R 36: Irritating to eyes               | R 66: Repeated exposure may cause skin dryness or cracking.           |
| R 37: Irritating to respiratory system | R 67: Vapours may cause drowsiness and dizziness.                     |
| R 38: Irritating to skin               |   |

The indications found on today's state of our knowledge and experience. The safety data sheet describes products with regard to safety requirements. A legally binding assurance of certain properties or the suitability for a tangible purpose of application cannot be deduced from these indications. Please observe the relevant technical pamphlet in this respect.

#### Legend:

|      |   |                                     |
|------|---|-------------------------------------|
| n.v. | : | not available                       |
| n.a. | : | not applicable                      |
| n.g. | : | not tested                          |
| Vfb  | : | Regulation about flammable liquids  |
| MAK  | : | Maximum working-place concentration |
| BAT  | : | Biological working-place tolerance  |
| WGK  | : | Water endangering class             |

## Concrete

### PRODUCT INFORMATION

# ADVA® 225 (BV/FM)

## SUPERFLOW 25 (BV/FM)

Highly-effective superplasticizer for ready-mixed concrete

Plasticizer for concrete acc. to EN 934-2:T2

Superplasticizer for concrete acc. to EN 934-2:T3.1/3.2

### Fields of Application

ADVA® 225 (BV/FM) is a very efficient superplasticizer with a long-lasting effect for the production of high-quality ready-mixed concrete.

### Properties/Mode of Action

ADVA® 225 (BV/FM) has very good water reducing and plasticizing properties due to the dispersing effect on cement and aggregate particles. Both, cement and aggregates are more effectively moistened, which results in a more homogenous concrete. The tendency of segregation and bleeding is strongly reduced. ADVA® 225 (BV/FM) makes for a strong and long-lasting plastification. The reduction of the w/c ratio minimizes the tendency of cracking and shrinking.

### Dosage and Use

When dosing at the ready-mix plant, we recommend to add ADVA® 225 (BV/FM) at the same time with the gauging water or even better, as the last component of the mix. The required batching time after the addition of the agent depends on the batching energy, whereas a minimal batching time of 45-60 seconds should be guaranteed. When dosing the

### Technical Data

|                        |   |
|------------------------|---|
| Effective Component    | naphthalene sulphonate/polycarboxylate  |
| Form                   | liquid  |
| Homogeneity            | homogeneous (proved acc. to DIN V 20000-100, annex A)                           |
| Colour                 | light brown   |
| Dry material content   | 28.3 ± 1.4 m.-%   |
| Density                | 1.13 ± 0.03 g/cm³   |
| Freezing Point         | approx. 0 °C  |
| pH-value               | 6.5 ± 1   |
| Total chloride content | < 0,10 M.-%   |
| wl. Chloridgehalt      | < 0,10 M.-%   |
| Alkali content         | approx. 4.0 m.-%  |
| Storage                | Keep well closed in original containers. Protect from excessive heat and frost. |
| Recommended Dosage     | 0.20-3.39 m.-% of cement  |
| Delivery form          | 1120 kg containers; 220 kg drums; 23 kg cans                                    |
| Physiological effect   | May irritate skin and eyes; see MSDS.   |
| Shelf-life             | approx. 1 year in closed original containers                                    |

product later on to the mixer truck an even dispersion of the superplasticizer must be secured. The batching time should be 1 minute per cbm, but at least 5 minutes in total.

official national standards are always required before use!  
Status: 01/2006

### Special Information

ADVA® 225 (BV/FM) is suitable for use with prestressed concrete. Preliminary tests according to



Visit our website at: [www.graceconstruction.com](http://www.graceconstruction.com)

Grace Bauprodukte GmbH Pyrmonter Straße 56 32676 Lügde Tel.: +49 (52 81) 77 04-0

ADVA is a registered trademark of W.R. Grace & Co. Conn.

We hope the information here will be helpful. It is based on data and knowledge considered to be true and accurate and is offered for the users' consideration, investigation and verification, but we do not warrant the results to be obtained. Please read all statements, recommendations or suggestions in conjunction with our conditions of sale, which apply to all goods supplied by us. No statement, recommendation or suggestion is intended for any use which would infringe any patent or copyright. Grace Bauprodukte GmbH, Pyrmonter Straße 56 - 32676 Lügde, Germany

These products may be covered by patents pending. ©2005, W. R. Grace & Co.-Conn.

GERE\_ADVA\_225A

11/05

**GRACE**  
Construction Products



## Technisches Merkblatt

# YIPIN CARBOCRETE

Gebrauchsfertige Flüssigfarbe für tiefschwarzen Beton

### Anwendungsbereiche

YIPIN CARBOCRETE eignet sich besonders zur Einfärbung von Beton in die Farbe Tiefschwarz. Insbesondere findet sie Anwendung bei der Herstellung von Pflastersteinen, Palisaden, Lärmschutzwänden, Fertigteilen und anderen zementgebundenen Bauteilen.

### Eigenschaften

YIPIN CARBOCRETE ist gebrauchsfertige und pumpfähige Flüssigfarbe unter Verwendung hochwertiger YIPIN Carbon-Pigmente und sichert eine gleichmäßige Einfärbung des Betons. Durch den Einsatz hoher Dispergierkräfte bei der Herstellung wird eine optimale Pigmentverteilung in der fertigen Farbe erreicht und eine hohe Farbstärke im Beton erzielt.

### Dosierung

Empfohlener Dosierbereich 5 – 8 M.-% vom Bindemittelgehalt.

### Technische Angaben

|   |   |
|---|---|
| Gleichmäßigkeit                               | homogen; vor Gebrauch jedoch kurz umrühren oder umpumpen                                    |
| Farbe   | tiefschwarz   |
| Wirksamer Bestandteil                         | Kohlenstoff   |
| Feststoffgehalt                               | 35 ± 3,5 M.-%   |
| Form  | flüssig - Slurry  |
| Dichte  | 1,35 ± 0,05 g/cm <sup>3</sup>   |
| pH-Wert                                       | 9 ± 1   |
| Chloridgehalt                                 | < 0,10 M.-%   |
| Alkaligehalt als Na <sub>2</sub> O-Äquivalent | < 8,5 M.-%  |
| Verarbeitbarkeit                              | ab +1 °C  |
| Haltbarkeit                                   | ca. 1 Jahr  |
| Lagerung                                      | In geschlossenen Behältern; kühl, jedoch frostfrei. Vor starker Sonnenbestrahlung schützen. |



#### **Verarbeitungshinweise**

YIPIN CARBOCRETE wird dem trockenen Kies-Sandgemisch vor der Zement- und Wasserzugabe zugefügt. Hierbei sollte eine Trockenmischzeit von ca. 25 - 40 Sekunden eingehalten werden.

Die Flüssigfarbe ist kein Gefahrstoff im Sinne der EG-Richtlinien, Gefahrstoffverordnung und Transportvorschriften. Die beim Umgang mit Chemikalien üblichen Sicherheitsregeln sind zu beachten. EG-Sicherheitsdatenblatt kann angefordert werden.

#### **Gebindegröße**

25 l Kanne  
200 l Fass  
1000 l Container

Auf Wunsch liefern wir die Flüssigfarbe mit einem Frostschutz. Das Produkt ist dann bis ca. -8 °C witterungsbeständig.

#### **Überwachung**

YIPIN CARBOCRETE unterliegt bei der Herstellung einer strengen Qualitätskontrolle. Die Überwachung erfolgt durch das eigene Farblabor.

#### **Bemerkungen**

Die von uns verarbeiteten Rohstoffe und produzierten Erzeugnisse unterliegen einer werkseigenen Produktionskontrolle.

Wegen stetiger Weiterentwicklung und zahlreicher Einsatzmöglichkeiten sind unsere Angaben unverbindlich. Eine Haftung kann hieraus nicht übernommen werden. Bei Anwendungsproblemen helfen wir Ihnen gern.

VOR ANWENDUNG SIND EIGNUNGS- BZW. ERSTPRÜFUNGEN ERFORDERLICH.  
FARBTONSCHWANKUNGEN DURCH ÄNDERUNG DES BINDEMITELS, W/Z-WERTES U.Ä. SIND ZU BEACHTEN.



**HEBAU**

for the power and  
beauty of concrete

## Water-, oil- and dirt-repellent protective coating for concrete and natural stone

- water-based
- colour-enhancing

### Fields of Application:

**COLORFRESH *intensiv*** protects all mineral surfaces (e.g. concrete, natural stones, bricks, pavers, tiles, slabs and all similar products) against dirt and weathering, especially against efflorescence, carbonization, industrial emissions (e.g. CO<sub>2</sub>, SO<sub>2</sub>), loss of colour, freeze-thaw-cycling etc.

### Product characteristics:

- solvent-free
- acrylic-based
- colour enhancing
- slightly glossy
- very dirt-repellent
- breathable
- applicable on moist and dry surfaces
- non-adhesive
- rapid drying
- high coverage rate
- uv-resistant (BAUTEST No. A 1014b/90)
- CO<sub>2</sub>-barrier (BAUTEST No. A 1014/90)
- Very durable

### Advantages:

- User-friendly (water-based)
- Water-, oil- and dirt-repellent
- Protects against efflorescence
- Weather-reisitant
- Freeze-thaw-resistant
- Protects against colour loss
- hides colour tolerances
- applicable on fresh/green concrete
- applicable immediately after stripping/demoulding or immediately after acid-washing, exposing aggregates, shot-blasting, grinding....
- Applicable on old surfaces
- No concrete drying times necessary prior to application
- CO<sub>2</sub>-barrier protects reinforcement against corrosion
- Skid-resistant
- Low cost per sqm

### Instructions:

The surface to be protected with **COLORFRESH *intensiv*** can be moist or dry for application! The surface to be protected with **COLORFRESH *intensiv*** should also be clean, dustfree, absorbent and frostfree. To achieve the best results, **COLORFRESH *intensiv*** should be applied with a brush or spray-gun. Old surfaces should be cleaned thoroughly with HEBAU CEMCLEAN (please read product-data-sheet) and rinsed with plenty of water after the cleaning. When applying to vertical surfaces, it should be taken care, that not too much material is used, as a potential overspray would cause the material to run down the surface vertically. Therefore the application should start at the top and should proceed towards the bottom in a zick-zack movement.

**Note:** Pilot tests are necessary. No application is recommended at temperatures below +5°C. **COLORFRESH *intensiv*** is not recommended for sealed or non-absorbent surfaces. Polished surfaces might get an increased surface-roughness after the treatment with **COLORFRESH *intensiv***. If the treated surface appears to be very shiny, **COLORFRESH *intensiv*** might have been applied too heavily or onto a dry surface. The surface to be protected with **COLORFRESH *intensiv*** should not contain any additives which make the concrete water-repellent.

| Consumption:   |
|--|
| Depending on the absorbency of the surface, approx. 120 g/sqm. |

| Packaging:  |
|---|
| 10/30/120/1.000 kg drum/barrel/<br>bulk-container |

| Storage:  |
|---|
| Protect against freezing. Can be stored for approx. 12 months in original containers. |

Please read information printed on label and safety-data-sheet and contact HEBAU if you have any questions. Pilot tests are necessary. Due to the large number of different production circumstances we can not give a guarantee. 12.02.04/hm

HEBAU GmbH ■ An der Eisenschmelze 13 ■ D-87527 Sonthofen

Tel. +49/(0)8321/6736-0 ■ Fax. +49/(0)8321/673636 ■ Email: mail@hebau.de ■ Internet: www.hebau.com

**COLORFRESH *intensiv***



## ImveloChem Pty Ltd

SPECIALITY CHEMICALS, RELEASE AGENTS, ADHESIVES, AND COATINGS

Tel: 0217825815 | 0832645657 email: [jsouter@mweb.co.za](mailto:jsouter@mweb.co.za)

REF:2014

### Antibond 30 concentrate - for wet cast concrete moulding

**Antibond 30 is a biodegradable, non-toxic, ozone and ground water friendly cast concrete mould release agent** designed specifically to replace petrochemical based products (e.g. mineral oil, diesel, paraffin etc.), which are currently widely used and pose a serious **health and environmental hazard**, and often **not as efficient**.

- Eliminates health risks associated with petrochemicals e.g. respiratory problems, dermatitis
- Environmentally friendly, solvent free and expected to be 100% biodegradable
- **Antibond 30** can be cleaned off surfaces with warm water/detergent
- Minimises fire risk (flash point over 200C)
- Promotes good worker relations due to reduced fatigue working with friendly chemicals
- Supplied as a concentrate **Antibond 30** and is diluted 1:4 with water for application (recommended). This also makes the product extremely cost effective

Antibond 30 is a 'vegetable oil in water' emulsion that has been developed with unique attributes which makes it the ideal release agent. Unlike other water based products this emulsion splits (demulsifies) upon contact with the mould surface, the oil component is released and deposited on the mould surface, whilst the water (carrier phase) runs off. When the emulsion breaks down on the mould surface, the oil left behind is deposited only a few microns thick, the ideal thickness for optimal release.

|                         |  |                         |
|-------------------------|--|-------------------------|
| Rheology                | As a concentrate it resembles typical 'dairy cream' in flow characteristics. When diluted 4:1 with water it has very similar flow properties to water. |                         |
| Colour                  | pale straw colour- opaque  |                         |
| Acid value              | +-5  |                         |
| Non volatile component  | over 99 % solvent free (small level of free fatty acid)  |                         |
| Specific gravity @ 20 C | 0.93 -0.95 g/ml  | Viscosity 100 – 106 cSt |
| Emulsion stability      | At normal storage conditions - 12 months minimum.  |                         |

#### General information

- Antibond is particularly suitable for Polyurethane rubber moulds as it will not affect the properties of the rubber in any way. The rubber surface will therefore not soften or become "cheesy". Dimensional stability of the mould remains unchanged – thus the dimensions of the product do not change.
- Antibond 30 works very well on metal (steel) moulds and gives protection against flash rusting.
- Antibond 30 is preferably sprayed, but can be brushed, mopped or ragged onto the mould surface to deposit a thin film of the release oil.
- When spray-applied a fine film of milky droplets should be apparent on the surface. Just when the droplets begin to coalesce and run, stop spraying. The oil quickly separates from the emulsion and is deposited on the mould. The water that separates from the oil 'runs away'. **Flip over the mould face down to allow water droplets to run out, alternatively wipe out droplet pooling or blow out with compressed air.**



**TENDER DESCRIPTION: SUPPLY AND DELIVERY OF SPECIALISED KERBS FOR THE MYCITI INTEGRATED  
RAPID TRANSPORT PROJECT**  
**TENDER NO: 358G/2021/22**

- When used for wiping moulds with a cloth use as supplied, or diluted 4:1 with water it is ideal for conventional spraying with a knapsack sprayer or spray gun or mopping.
- Supplied in 25Litre plastic cans as a concentrate. Easily miscible with water. The mixture with water will phase out slowly but a quick mix using a paddle will return it to a full suspension.

**Non-Warranty**

Information given in this data sheet is given in good faith. ImveloChem Pty Ltd cannot assume any liability expressed or implied in the presentation of this data, nor should information contained herein be construed as granting licence to practice any methods or compositions of matter covered by South African or other patents.

Since this product is used entirely under conditions beyond the control of ImveloChem Pty Ltd, ImveloChem Pty Ltd cannot be held responsible for consequential loss or damage. The onus is on the user to determine the suitability of the product by conducting on site trials. Specifications are believed to be correct at the date of issue. January 2014.

ImveloChem Pty Ltd Tel 083 264 5657 / 0786277978 Tel/Fax 021 7825815 Email [fonten@imvel.co.za](mailto:fonten@imvel.co.za)



## MATERIAL SAFETY DATA SHEET

First prepared October 2004  
Revised November 2015

### 1. Identification of Substance/ Preparation and Company

Product Name: Antibond 30 concentrate

Application: Mould release agent for wet cast concrete applications

Chemical Family: Triglycerides

Manufacturer: Chemtoll Pty Ltd under license for Imvelochem Pty Ltd  
Reeb Road,  
Firgrove,  
Cape Town  
Western Cape  
Republic of South Africa

Tel: 021 8422963  
Fax: 021 8503055

### 2. Composition / Information on Ingredients

Components: Vegetable oil blends, esters of fatty acids, water

Warning symbol: Spilt material may be slippery (no specific label)

### 3. Hazard Identification

Main Hazard: None

Flammable: Non flammable

Flash point: Over 317°C

Fire point: Over 350°C

Chemical Hazard: None

Biological Hazard: Fully biodegradable

Reproductive Hazard: None

Eye Effects: Very mild burning to excessive exposure

Health Effect - Skin: Generally non- irritating

Health Effect - Ingestion: Although non-toxic this material should avoid being ingested.

Health Effect - Inhalation: Inhalation of mist spray is non-irritating at low exposure. A mask should be worn if the material is to be sprayed in a confined area. (As a general rule for spraying any material)

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Chronic effects

NTP/IAR/OSHA:

Not listed

Specific hazards:

None

#### 4. First - Aid Measures

|                                    |  |
|------------------------------------|--|
| Special Instruction:               | No special instructions are defined; this is a low hazard material.  |
| Inhalation:                        | Negligible at ambient temperature. Excessive inhalation of finely misted material may irritate the mucous membrane and cause nausea.<br>Remove person to fresh air to recover. |
| Eye Contact:                       | Wash eyes out with tap water for 5 minutes; seek medical advice if irritation persists   |
| Skin Contact:                      | Prolonged and repeated contact is not likely to cause significant skin irritation. If any irritation is caused, wash affected area with warm water and mild hand soap.         |
| Ingestion:                         | Do not induce vomiting – this product is not considered toxic. Allow affected person to drink water.   |
| Protection to First - Aid Workers: | No Protection of first - aid personnel required.   |
| Notes to Physician:                | No special notes are required for this low risk product.   |

#### 5. Fire Fighting Measures

Non - flammable under normal operating temperature and pressure conditions.  
Should a fire be experienced, use a fire extinguisher intended for solvent fires. Use dry chemical, foam, CO<sup>2</sup>, river sand or combinations of these.

|                      |  |
|----------------------|--|
| Special Hazards:     | Spilt material is slippery under foot. |
| Protective Clothing: | Heat resistant suit.                   |

#### 6. Accidental Release Measures

|                       |   |
|-----------------------|---|
| Personal Precautions: | None  |
| Spill Containment:    | Small to medium spills: wash away with water.<br>Large spills: Contain spillage; apply sand to absorb for disposal.   |
| Accidental Discharge: | Due to the insolubility and biodegradability of the components, large quantities discharged into receiving waters are unlikely to cause harm to aquatic fauna or flora. |

## 7. Handling and Storage

|                         |  |
|-------------------------|--|
| Heat:                   | Avoid temperatures over 50°C   |
| Incompatible Materials: | Avoid contact with strong oxidising and reducing agents.   |
| Storage:                | Store in a cool area.<br><br>For purposes of shelf life consideration, <u>not safety consideration</u> , store out of direct sunlight and where temperature extremes of heat and cold can be avoided in order to preserve the integrity of the emulsion concentrate.<br><br>Store in Polyethylene, Polypropylene or stainless steel containers.<br><br>Shelf life in stipulated conditions, 6 months (minimum) |

## 8. Exposure Controls Personal Protection

|                               |  |
|-------------------------------|--|
| Engineering Control Measures: | None   |
| Respiratory Protection:       | Organic vapour canister if used in a very confined space for an extended period of time. |
| Hand Protection:              | None   |
| Eye Protection:               | Safety glasses for areas where regular splashing occurs.                                 |
| Skin Protection:              | Routine working clothes  |

## 9. Physical and Chemical Properties

|                            |   |
|----------------------------|---|
| Form:                      | Thixotropic liquid at 25°C                              |
| Colour:                    | Light yellow / Straw coloured opaque creamy liquid      |
| Odour:                     | Mild fatty odour  |
| Boiling Point Range:       | Decomposes above 250°C                                  |
| Melting Point Range:       | N/A   |
| Freezing Point Range:      | - 3°C   |
| Decomposition Temp.:       | Over 250°C  |
| Flash Point:               | Over 317°C  |
| Auto-ignition Temperature: | Not pertinent   |
| Explosivity:               | Not pertinent   |
| Relative Density:          | 0.95 - 0.97   |
| Solubility in Water:       | Miscible in water to form a suspension of oil in water. |
| Solubility in Fat:         | Miscible  |

## 10. Stability and Reactivity

|                                   |   |
|-----------------------------------|---|
| Conditions to Avoid:              | This material is stable in normal conditions and has no known hazardous properties. |
| Materials to Avoid:               | Strong oxidising and reducing agents; may cause exothermic reaction.                |
| Hazardous Decomposition Products: | Will generate carbon dioxide.   |

## 11. Toxicological information

|                       |   |
|-----------------------|---|
| Acute Toxicity:       | Non toxic   |
| Skin and Eye Contact: | Not hazardous for skin. Excessive contact with the eyes can have a slight burning effect. |
| Chronic Toxicity      | Non toxic   |
| Carcinogenicity:      | Not carcinogenic  |
| Mutagenicity:         | Not mutagenic   |
| Neurotoxicity:        | Non - toxic   |
| Reproductive Hazards: | None  |

## 12. Ecological information

|                           |  |
|---------------------------|--|
| Aquatic Toxicity:         | Miscible in water, biodegradable non-toxic   |
| Environmentally Friendly: | 100% biodegradable<br>Solvent free, non-ozone depleting<br>Little to no effect on ground water |

## 13. Disposal Considerations

Comply with local regulations. This product is readily diluted with water and is easily dispersed. Excessive amounts should be collected with neutral absorbent material such as river / sea sand and disposed of via an authorised person licensed in waste disposal.

## 14. Transport Information

|                    |                 |
|--------------------|-----------------|
| UN Classification: | Non - flammable |
| Marine pollutant:  | No              |
| UN shipping name:  | Not regulated   |
| UN number:         | None allocated  |
| UN labels:         | None allocated  |
| UN pack group:     | None allocated  |
| IMO/IMDG Class:    | None allocated  |
| IATA / CAO:        | None allocated  |

TENDER DESCRIPTION: SUPPLY AND DELIVERY OF SPECIALISED KERBS FOR THE MYCITI INTEGRATED  
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## 15. Labelling Information

|                 |   |
|-----------------|---|
| Classification: | Non - flammable                             |
| Safety phases:  | This material is considered non - hazardous |

## 16. Other Information

This material is an 'oil in water' emulsion with a cream like consistency. It is readily dispersed in water. The material is made up of non - hazardous / harmful ingredients.

This product is designed as an environmentally- and worker friendly product.

Used containers may be recycled or reused to package the same material.



## Product Information

### Bayferrox® 360

#### Description

|                            |   |
|----------------------------|---|
| Type                       | Black pigment                                       |
| Delivery form              | Powder  |
| Chemical class             | Synthetic iron oxide Fe <sub>3</sub> O <sub>4</sub> |
| Colour Index               | Pigment black 11 (77499)                            |
| CAS-No.                    | 1317-61-9   |
| REACH pre-registration no. | 05-2114090589-33-0000                               |

#### Specification

|  |  |  |
|--|--|--|
| Colour values and tinting strength                                       |  |  |
| Reference  | Bayferrox 360  |  |
| Preliminary powder standard  | 2005   |  |
| Binder:<br>Test paste based on a non drying<br>alkyd resin <sup>46</sup> | Reduction<br>with titanium dioxide<br>Tronox® R-KB-2 (1 : 5) <sup>45</sup> | Test method<br>No. 001 of 1995-04-28 <sup>41</sup> |
|  | <b>min</b>   | <b>max</b>   |
| Δ a*   | -0.7   | 0.7  |
| Δ b*   | -0.9   | 0.9  |
| Δ E <sub>ab</sub> *  |  | 1.0  |
| Relative tinting strength [%]  | 95   | 105  |
| Binder:<br>Barytes   |  | Test method<br>No. 003 of 1994-03-11 <sup>41</sup> |

#### Specification

|                                    |            |            |                              |
|------------------------------------|------------|------------|------------------------------|
| Technical Data                     | <b>min</b> | <b>max</b> | Test method                  |
| water-soluble content [%]          |            | 0.5        | as per DIN EN ISO 787-3:1995 |
| Sieve residue (0.045 mm sieve) [%] |            | 0.1        | as per DIN 53195:1990        |
| pH value                           | 4          | 8          | as per DIN EN ISO 787-9:1995 |



## Bayferrox® 360

### Informative technical data (guide values)

|   |   |           | Test method                         |
|---|---|-----------|-------------------------------------|
| Content $\text{Fe}_2\text{O}_3$ [%]                 | ~ | 95        | as per DIN 55 913:1972, sheet 2     |
| Content $\text{SiO}_2 + \text{Al}_2\text{O}_3$ [%]  |   | 0.8 - 1.5 | as per DIN 55 913:1972, sheet 2     |
| Loss on ignition at 1000 °C, 0.5 h [%] <sup>5</sup> | < | 1.0       | similar to DIN 55 913:1972, sheet 2 |
| Moisture content (after production) [%]             | < | 1.0       | as per DIN EN ISO 787-2:1995        |
| Particle shape                                      |   | spherical | Electron micrographs                |
| Predominant particle size [µm]                      | ~ | 0.3       | Electron micrographs                |
| Tamped density [g/ml]                               |   | 1.2 - 1.5 | as per DIN EN ISO 787-11:1995       |
| Density [g/ml]                                      | ~ | 4.6       | as per DIN EN ISO 787-10:1995       |

<sup>5</sup> In iron oxide black pigments, a chemical transformation (oxidation) is also recorded when determining the loss on ignition.

<sup>41</sup> obtainable from LANXESS Deutschland GmbH, Business Unit Inorganic Pigments,  
Fax +49-2151-88-9599-4139, Email [ipg.product-information@lanxess.com](mailto:ipg.product-information@lanxess.com)

<sup>43</sup> Colour values after matching of the tinting strength parameter Y, i.e.  $\Delta L^* = 0$

<sup>46</sup> similar to wet system DIN 55983:1983





## Bayferrox® 360

### Packaging

|                               |
|-------------------------------|
| 25-kg-bag<br>1000-kg-bulk bag |
|-------------------------------|

### Transport and storage

|  |  |
|--|--|
| General storage conditions:              | Protect against weathering. Store in a dry place and avoid extreme fluctuations in temperature.  |
| Maximum storage temperature:             | When storing large quantities of pigments, temperatures above 80 °C must be avoided as an alteration (oxidation) of the pigment may be caused by heat.   |
| Special conditions for opened packaging: | Close bags after use to prevent the absorption of moisture and contamination.  |
| Shelf life:                              | If stored under the correct conditions (no climatic influence, kept dry and no extreme fluctuations in temperature) our products have an excellent shelf life. However, due primarily to the limited durability of the packaging, we recommend that the product is used within 5 years of the date of manufacture and our product warranty is limited to this period. During the first five years after the date of manufacture we are able to ensure compliance with our specification, provided the material has been stored correctly and the packaging materials remain undamaged. |

### Safety

|                        |  |
|------------------------|--|
| Classification         | The product is not classified as dangerous under the relevant EC Directives and corresponding national regulations valid in the individual EU member states. It is not dangerous according to transport regulations. |
|                        | In countries outside the EU, compliance with the respective national legislation concerning the classification, packaging, labelling and transport of dangerous substances must be ensured.                          |
| Additional Information | The safety data sheet should be observed. This contains information on handling, product safety and ecology.<br>The safety data sheet is available at <a href="http://www.bayferrox.de">www.bayferrox.de</a> .       |

# CEMCRETE

data sheet

## Concrete Sealer

March 2014

### Description

A non-yellowing clear polymer emulsion.

### Purpose

Provides a tough, durable, flexible, clear coating on vertical surfaces of concrete, cement plaster and masonry. Concrete Sealer combines aesthetic appeal with protective performance. The main properties are UV resistance, non-yellowing, resists becoming brittle, water-fast, alkali resistant, water vapour permeable and carbon dioxide tight. It is therefore invaluable for protecting concrete reinforcing against corrosion caused by carbonation. It has good binding properties on friable surfaces and is re-coatable.

### Applications

Recommended for the sealing of concrete against staining, mottling and general discolouration. Useful for protecting architectural and exposed aggregate concrete, split concrete masonry and brick walls.

### Types

Available in gloss and semi-gloss.

### Colours

Clear only.

### Specifying

"Apply Cemcrete Concrete Sealer in two coats using a paint roller or paintbrush. Surface to be dry and absolutely clean. Minimum of 1 hour between coats. All in accordance with the manufacturer's instructions."

### Note

Not for use on slate or new quarry tiles. Not for use in water-containing structures.

### Site Work

#### Suitable surfaces

Architectural concrete, split concrete bricks, exposed aggregate concrete, brushed terrazzo, brick walling. All surfaces should be hard, dry and free from anything which could prevent penetration of the sealer. It is essential that curing membranes and shutter release agent be completely removed.

### Surface preparation

Surfaces should be clean, hard and dry at the time of application.

### Masking

For best results all windows, doors and adjacent surfaces should be masked using masking tape and brown paper. All masking material must be removed at the end of the day.

### Mixing

Use straight from the can after stirring.

### Application

Apply liberally straight from the can using a large paintbrush or sheepskin roller. Two thin coats applied with an hour interval are better than one.

### Specimen finish

A trial area should be treated on-site for the architect's approval.

### Weather

Do not apply on frozen surfaces or when temperature is below 10°C.

### Storage

Can be stored above 5°C in sealed drums for up to 6 months.

### Coverage

Approximately 5 to 6m<sup>2</sup> per litre per coat.

### Packaging

Supplied in 5 litre and 25 litre non-returnable drums.

### Technical Information

Cemcrete provides a comprehensive technical service based on over 3 decades of experience in the field of surface applications and cement technology. Cemcrete believes, to the best of its knowledge, that the information contained herein is true and accurate at the date of issuance and is subject to change without prior notice. For further clarification of these instructions, contact Cemcrete.

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**info@cemcrete.co.za**  
**www.cemcrete.co.za**

## SEALKOTE

### TILE SEALER FOR POROUS SURFACES

#### DESCRIPTION

SEALKOTE embodies the latest in D.I.Y. tile sealing technology. SEALKOTE is a modified acrylic sealer and is water based for ease of application with the minimum of fuss and bother. Porous tiles need sealing to retain their appearance and protect against staining by fats and oils. Tiles that are not sealed absorb dirt and cannot be cleaned to their original appearance.

#### PRECAUTIONS

- Ensure that the tiles are clean by scrubbing with a rotary scrubber fitted with a soft bristle brush.
- Use water containing a small quantity of multi surface cleaner for lightly soiled tiles and ammoniated floor stripper for more heavy soiling.
- Rinse well with clean water and preferably wet vacuum to remove all traces of cleaner and to hasten drying.
- Use acidic cleaners sparingly to remove grout and adhesive stains and do not use at full strength.
- If the area to be sealed is prone to persistent dampness (e.g. under shade from mountains) or near water sources such as pools, water features, sprinklers, or exposed to persistent rains and dews etc, or the cement base is prone to rising damp (not sealed on wet ground): such circumstances will encourage moisture entrapment above and/or below the SEALKOTE once applied to tiles that have already been set and grouted into place. This will not allow the seal to attain full cure and the seal will turn white when exposed to water. Rather use SOLIDKOTE TILE SEALER in such cases.
- Please consult your technical representative before sealing clay brick tiles that exhibit chalking properties.
- For outdoor areas, SEALKOTE PU is recommended for use.

#### DIRECTIONS

Apply the SEALKOTE straight from the container (NO THINNING!), using an ordinary P.V.A. paint roller. Try to keep to one direction when rolling out, preferably along the line of the tiles. Allow the first coat to dry for about 1 – 2 hours before applying the second coat, which should be rolled out at right angles to the direction of the first coat. Allow the sealer to dry overnight before opening to traffic. If the sealing is patchy, with

All products should be used in accordance with the manufacturer's instructions. Information supplied in this datasheet is, to the best of our knowledge, true and accurate however no warranty is given or implied in connection with any recommendations or suggestions made by us or our representatives, agents or distributors as all variations in the method of use and conditions of use cannot be anticipated or controlled.

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Reg. No. 1991 (2016/1987)

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Cnr Gunners Circle & Fisher Ave  
Epping 1, Cape Town, South Africa  
Tel: +27 (0) 21 5354455  
Fax: +27 (0) 21 5354467

## TECHNICAL DATA SHEET

### SEALKOTE

19 December 2008; Rev 2

areas that seem not to be sealed then a further coat may be applied. Very porous tiles draw in the sealer and it is advisable to allow complete drying out between coats to prevent excessive usage. Do not seal tiles in direct sunlight or outdoors during the heat of the day. Drying out under these conditions takes place too fast and it is difficult to obtain a uniform finish.

Water containing a small amount of liquid detergent is all that is required to keep the tiles clean, do not use harsh, abrasive cleaners on your tiles. Recoating may be carried out at any time that the surface starts to look as though it is wearing through. Simply wash down and apply another coat.

#### WATCH POINTS

Do not allow accumulation of Sealkote PU or build up when applying the product during each application. Remove excess Sealkote PU at the time of application as the seal may not cure uniformly and result in the seal turning white when exposed to water in future. Ensure an average of 10m<sup>2</sup> per 1 liter is obtained or "overdosing" maybe occurring.

#### TECHNICAL DETAILS

|            |   |
|------------|---|
| Appearance | : Milky white liquid  |
| Coverage   | : 10 m <sup>2</sup> /litre depending on porosity            |
| Storage    | : 6 months in unopened containers kept in a cool dry place. |

All products should be used in accordance with the manufacturer's instructions. Information supplied in this datasheet is, to the best of our knowledge, true and accurate however no warranty is given or implied in connection with any recommendations or suggestions made by us or our representatives, agents or distributors as all variations in the method of use and conditions of use cannot be anticipated or controlled.

TFIMS-03-02-04-F01

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**TENDER DESCRIPTION: SUPPLY AND DELIVERY OF SPECIALISED KERBS FOR THE MYCITI INTEGRATED RAPID TRANSPORT PROJECT**  
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#### **SECTION D: 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'**

#### **SECTION E: FORMS FOR CONTRACT ADMINISTRATION**

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

- a) Monthly Project Labour Report ( **Annex 1**).
- b) B-BBEE Sub-Contract Expenditure Report ( **Annex 2**).
- c) Joint Venture Expenditure Report ( **Annex 3**).

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

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

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

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

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

#### **SECTION F: HEALTH AND SAFETY SPECIFICATIONS**

Refer to **Annex 4** for the Occupational health and safety baseline risk assessment which specifies the risks and dangers in respect of the goods to be procured.



## (14.1) 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<br>PROJECT NAME: (6)              |     | EPWP SUPPLIED<br>PROJECT NUMBER: (6)    |              |     |     |     |     |     |     |     |     |      |  |  |  |  |
| DIRECTORATE:  |     | DEPARTMENT:                             |              |     |     |     |     |     |     |     |     |      |  |  |  |  |
| CONTRACTOR OR<br>VENDOR NAME:                       |     | CONTRACTOR OR VENDOR<br>E-MAIL ADDRESS: |              |     |     |     |     |     |     |     |     |      |  |  |  |  |
| CONTRACTOR OR VENDOR<br>CONTACT PERSON:             |     | CONTRACTOR OR VENDOR<br>TEL. NUMBER:    | CELL<br>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 DESCRIPTION: SUPPLY AND DELIVERY OF SPECIALISED KERBS FOR THE MYCITI INTEGRATED RAPID TRANSPORT PROJECT**  
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ANNEX 1 (continued)

**MONTHLY PROJECT LABOUR REPORT**

**BENEFICIARY DETAILS AND WORK INFORMATION**



|  |  |  |  |             |  |              |  |              |  |  |  |  |
|--|--|--|--|-------------|--|--------------|--|--------------|--|--|--|--|
| <b>CONTRACT OR WORKS PROJECT NUMBER:</b> |  |  |  | <b>Year</b> |  | <b>Month</b> |  | <b>Sheet</b> |  |  |  |  |
|  |  |  |  |             |  |              |  | 1 of         |  |  |  |  |

| No. | (8)<br>First name | (8)<br>Surname | (8)<br>ID number | (9)<br>New Beneficiary (Y/N) | Gender (M/F) | Disabled (Y/N) | (10)<br>Job seeker database (Y/N) | Contract start date (DDMMYY) | (11)<br>Contract end date (DDMMYY) | (12)<br>No. days worked this month (excl. training) | (13)<br>Training days | (14)<br>Rate of pay per day (R – c) |
|-----|-------------------|----------------|------------------|------------------------------|--------------|----------------|-----------------------------------|------------------------------|------------------------------------|---|-----------------------|-------------------------------------|
| 1   |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 2   |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 3   |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 4   |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 5   |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 6   |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 7   |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 8   |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 9   |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 10  |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 11  |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 12  |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 13  |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 14  |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 15  |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 16  |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 17  |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 18  |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 19  |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |
| 20  |                   |                |                  |                              |              |                |                                   |                              |                                    |   |                       |                                     |

0                      0 R                      -

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

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

## (14.2) B-BBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA) – ANNEX 2

**TENDER NO. AND DESCRIPTION:** .....

**SUPPLIER:** .....

### B-BBEE SUB-CONTRACT EXPENDITURE REPORT

|  |   |                                       |  |
|--|---|---------------------------------------|--|
| Rand Value of the contract (as defined in Schedule 4: Preference Schedule) ( <b>P*</b> ) | R | B-BBEE Status Level of Prime Supplier |  |
|--|---|---------------------------------------|--|

| Name of Sub-contractor (list all) | B-BBEE Status Level of supplier <sup>1</sup> | Total value of Sub-contract (excl. VAT) <sup>1</sup> | Value of Sub-contract work to date (excl. VAT) <sup>1</sup> | Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier |
|-----------------------------------|--|--|---|--|
| Sub-contractor A                  |  | R  | R   | R  |
| Sub-contractor B                  |  | R  | R   | R  |
| Sub-contractor C                  |  | R  | R   | R  |
|                                   |  |  |   |  |
|                                   |  |  |   |  |

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

|  |   |
|--|---|
| Total:                                 | R |
| Expressed as a percentage of <b>P*</b> | % |

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

**Date:** .....

**Verified by CCT Project Manager:** .....

**Date:** .....



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### (14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA) – ANNEX 3

TENDER NO. AND  
DESCRIPTION: .....

SUPPLIER: .....

#### PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

|   |   |  |  |
|---|---|--|--|
| Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*) | R | B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium |  |
|---|---|--|--|

| Name of partners to the Partnership/ JV / Consortium (list all) | B-BBEE Status Level of each partner at contract award | Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement <sup>1</sup><br>A | Total value of partner's contribution (excl. VAT) <sup>1</sup><br>B = A% x P* | Value of partner's contribution to date (excl. VAT) <sup>1</sup><br>C | Value of partner's contribution as a percentage of the work executed to date<br>D = C/P*x100 |
|---|---|--|---|---|--|
| Partner A   |   | %  | R   | R   | %  |
| Partner B   |   | %  | R   | R   | %  |
| Partner C   |   | %  | R   | R   | %  |
|   |   |  |   |   |  |
|   |   |  |   |   |  |

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

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

Date: .....

Verified by CCT  
Project Manager: .....

Date: .....

## OHS BASELINE RISK ASSESSMENT– ANNEX 4

### 1. Objective

The objective of this baseline risk assessment was to identify and categorise the low to high hazards associated with the performing of tasks during different work categories, when manufacturing the Kassel Kerbs.

The evaluation of results will assist management to eliminate, minimise or control risks to workers associated with the tasks performed or exposure to the working environment.

This risk assessment was also conducted to assist management in identifying training needs in order to concentrate efforts where it is mostly needed.

According to the **Occupational Health and Safety Act 85 of 1993**, all companies must assess where they stand in terms of risk, identifying the major risks which they are exposed to thereby establishing their priorities and a system for future risk control. A baseline risk assessment must be comprehensive and may well lead to further, separate and more in-depth risk assessment studies.

The baseline risk assessment should be reviewed periodically, about every year, after every accident/incident, change of work force or change of plant/equipment to ensure that it is still relevant and accurate. Any other studies will need to be incorporated to achieve a 'complete picture'.

### 2. Scope of work

The project scope is the manufacturing of Kassel Stone Kerbs for the City of Cape Town on Project 385C/2016/17, for the MyCiti Bus Stops.

The Manufacturing will entail the following:

- o Site establishment
- o Plant and machinery
- o Concrete work
- o Storage and stacking
- o Loading and off loading

Also refer to the Design Report and Scope of work as per Bill of Quantities.

### 3. Risk Analysis Method

The risk analysis considered all the tasks as described in the safe work procedures developed for this specific operation.

#### **The risk analysis included**

- a. Description of the task/system under analysis.
- b. Evaluation of each risk by determining the probability of recurrence and severity of each event.
- c. Evaluation of current and planned controls, barriers and safeguards.
- d. A selected team of personnel were involved to conduct this on the job task analysis to determine baseline risk assessment.

#### **4. Determination of Levels of Risk**

- a. Risks associated with each step in the operational process were considered.
- b. The following factors were considered and rated in accordance with the effect it would have on the items described below, should the event occur:
  - Threat to the health and safety of a worker
  - Severity of the event
  - Likelihood of the event happening
  - Event consequence

A risk level was attributed to each event in the following manner:

|             |   |       |
|-------------|---|-------|
| Low risk    | = | 1-6   |
| Medium risk | = | 7-12  |
| High Risk   | = | 13-25 |

#### **5. Risk Ranking & Calculation of risk**

##### **5.1 Risk Ranking:**

###### **Consequence:**

|                                  |     |
|----------------------------------|-----|
| Fatality or permanent disability | - 5 |
| Major Injury                     | - 4 |
| Average lost time injury         | - 3 |
| Minor Injury                     | - 2 |
| Medical treatment only or less   | - 1 |

###### **Probability:**

|                     |     |
|---------------------|-----|
| Common Occurrence   | - 5 |
| Has Happen          | - 4 |
| Could Occur         | - 3 |
| Not Likely to Occur | - 2 |
| Very Unlikely       | - 1 |

##### **5.2 Calculation of Risk:**

Consequence: Probability = Risk Ranking (see table in risk assessment)

#### **6. Evaluation of Results**

Activities listed in the high risk categories must be seen as tasks requiring immediate attention. Training will, in most instances, solve the problem satisfactorily.

An implementation plan may then be devised to address the outstanding issues. This action plan must take cognisance of the hazards that should be eliminated concurrently.

#### **7. Abbreviations**

- PTO** - Planned Task Observation
- SWP** - Safe Work Procedure
- SOP** - Safe Operating Procedure
- DSTI** - Daily Safety Task Instruction
- MSDS** - Material Safety Data Sheets

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**HCS** - Hazardous Chemical Substance

**8. Assessment Team**

The following people were involved in establishing the relevant task groups and analysis.

- |                            |                               |
|----------------------------|-------------------------------|
| • F du Toit                | - Risk Assessment Team Leader |
| • J Farao                  | - Risk Assessor               |
| • BVi Consulting Engineers | - Designers                   |

**9. Task Specific-Risk Assessment**

Should the baseline assessment indicate tasks in High risk, a specific task risk assessment must be conducted. This assessment will then target the specific tasks and the hazards attached to it.

---

Risk Assessment Team Leader



## BASELINE RISK ASSESSMENT

The manufacturing of Kassel Stone Kerbs for the City of Cape Town for the MyCiti Bus Stops

Project 385C/2016/17

|   |   |                      |  |
|---|---|----------------------|--|
| <b>RISK ASSESSMENT TITLE / TASK</b>       | <b>BASELINE RISK ASSESSMENT</b>                         |                      |  |
| <b>PROJECT NAME</b>                       | <b>MANUFACTURING OF KASSEL KERBS</b>                    | <b>START DATE</b>    | To be determined                       |
| <b>RISK ASSESSMENT REFERENCE NO</b>       | <b>BVI/MyCiti/Kassel_Kerb/2021/00</b>                   | <b>END DATE</b>      | To be determined                       |
| <b>REVISION STATUS</b>                    | <b>00</b>   | <b>REVISION DATE</b> | 3 months from commencement if required |
| <b>BRIEF DESCRIPTION OF WORK/ACTIVITY</b> | Manufacturing of Kassel Kerbs for the MyCiti bus stops. |                      |  |

| REQUIRED AND EXISTING CONTROL MEASURES   | Available |    | Adequate |    | REMARKS   |
|--|-----------|----|----------|----|---|
|  | Yes       | No | Yes      | No |   |
| Scope of Work (logical steps on how task will be performed)                          | ✓         |    | ✓        |    |   |
| Procedures: (WI / SOP / Vendor Spec)   | ✓         |    | ✓        |    |   |
| Training, Induction, Competency Certificates, Specific Training / Other Instructions | ✓         |    | ✓        |    | Induction Training to be given before any work may commence |
| Special permits required (specify)   | ✓         |    | ✓        |    |   |
| Equipment / Tool Registers / Others (specify)  | ✓         |    | ✓        |    |   |
| Other  | ✓         |    | ✓        |    | COVID19 Controls  |

| PROBABILITY LEGEND |  |                    | CONSEQUENCE / INJURY / LOSS |   |                   | RANKING          |    |    |    |    |   |   |
|--------------------|--|--------------------|-----------------------------|---|-------------------|------------------|----|----|----|----|---|---|
| 5                  | Has happened                                       |                    | 5                           | Fatality or permanent disability or > R 5,000,000     |                   |                  | 5  | 4  | 3  | 2  | 1 |   |
| 4                  | Quite possible to happen (Happen during last year) |                    | 4                           | Major Injury or > R 1,000,000 < R 5,000,000           |                   | 5                | 25 | 20 | 15 | 10 | 5 |   |
| 3                  | Could Happen (No record of recent occurrence)      |                    | 3                           | Average Lost time Injury or > R 500,000 < R 1,000,000 |                   | 4                | 20 | 16 | 12 | 8  | 4 |   |
| 2                  | Not likely to happen                               |                    | 2                           | Minor Injury or < R 500,000                           |                   | 3                | 15 | 12 | 9  | 6  | 3 |   |
| 1                  | Very Unlikely                                      |                    | 1                           | Medical Treatment only or Less or No Financial loss   |                   | 2                | 10 | 8  | 6  | 4  | 2 |   |
| HIGH RISK = 15-25  |  | MEDIUM RISK = 7-14 | LOW RISK = 1-6              |   | PROB: Probability | CON: Consequence | 1  | 5  | 4  | 3  | 2 | 1 |

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|                                      |   |  |   |  |
|--------------------------------------|---|--|---|--|
| <b>BASIC PPE REQUIRED FOR TASK</b>   | <input checked="" type="checkbox"/> <b>HARD HAT</b>         | <input checked="" type="checkbox"/> <b>OVERALL</b>         | <input checked="" type="checkbox"/> <b>EAR PROTECTION</b>           | <input checked="" type="checkbox"/> <b>DUST MASK</b>           |
|                                      | <input checked="" type="checkbox"/> <b>SAFETY GLASSES</b>   | <input checked="" type="checkbox"/> <b>SAFETY FOOTWEAR</b> | <input checked="" type="checkbox"/> <b>GLOVES</b>                   | <input checked="" type="checkbox"/> <b>SAFETY VEST</b>         |
| <b>ADDITIONAL REFERENCES TO TASK</b> | <input checked="" type="checkbox"/> <b>METHOD STATEMENT</b> | <input checked="" type="checkbox"/> <b>MSDS</b>            | <input checked="" type="checkbox"/> <b>PLANNED TASK OBSERVATION</b> | <input checked="" type="checkbox"/> <b>SAFE WORK PROCEDURE</b> |
|                                      | <input checked="" type="checkbox"/> <b>WORK INSTRUCTION</b> | -  | -   | -  |

| Step No | Activity   | Task                              | Potential Hazards  | Risks   | Current Risk |     |         | Suggested Control Measures  |
|---------|--|-----------------------------------|--|---|--------------|-----|---------|---|
|         | List activity steps                                  | List task steps                   | Potential dangers that could cause harm. List the potential hazards  | Potential Risks due to Hazard   | PROB         | CON | Ranking | Controls already in place to mitigate the hazard before work may commence   |
| 1       | <b>Appointment of all personnel</b>                  | Appoint personnel                 | <ul style="list-style-type: none"> <li>Incompetent Personnel</li> </ul>  | <ul style="list-style-type: none"> <li>Project Interruption</li> <li>Legal liability claims</li> <li>Financial Loss</li> </ul>  | 3            | 2   | 5       | <ul style="list-style-type: none"> <li>Ensure all Personnel selected submit CV's.</li> <li>Sign Appointments before work commences.</li> <li>Training on Responsibilities</li> </ul>  |
| 2       | <b>Signing of all legal documents</b>                | Signing of appointments           | <ul style="list-style-type: none"> <li>Incompetent Personnel</li> </ul>  | <ul style="list-style-type: none"> <li>Project Interruption</li> <li>Legal liability claims</li> <li>Financial Loss</li> </ul>  | 3            | 3   | 9       | <ul style="list-style-type: none"> <li>Sign Contract and Agreements with client.</li> <li>Sign Mandatories</li> </ul>   |
| 3       | <b>Induction Training and Task specific training</b> | Training                          | <ul style="list-style-type: none"> <li>Workers not informed of tasks and hazards.</li> <li>Workers arriving late for work.</li> <li>Unknown hazards not identified.</li> <li>Workers exposed to unknown hazards</li> </ul> | <ul style="list-style-type: none"> <li>Occupational diseases</li> <li>Sub-standard housekeeping</li> <li>Multiple injuries</li> <li>Disablement</li> <li>Fatality</li> <li>Property damage</li> <li>Project interruption</li> <li>Financial loss</li> <li>Legal liability claims</li> </ul> | 3            | 3   | 9       | <ul style="list-style-type: none"> <li>Ensure all workers attend.</li> <li>Ensure workers who arrive late are informed of the tasks and hazards.</li> <li>All workers must sign the registers of the Risk assessment, Toolbox talk &amp; Task specific Training forms.</li> <li>Induction training</li> </ul> |
| 4       | <b>Site Identification &amp; Establishment</b>       | Project Mobilization of Personnel | Incompetent personnel appointed  | Project interruption  | 3            | 4   | 12      | <ul style="list-style-type: none"> <li>Ensure all responsible person on site.</li> <li>Legal appointment letters to be signed prior to commencement of work.</li> <li>Competencies to be verified.</li> <li>Occupational medicals to be in place prior to commencement of work</li> </ul>                     |
|         |  |                                   |  | Legal liability claims  | 3            | 5   | 15      |   |
|         |  |                                   |  | Financial loss  | 3            | 3   | 9       |   |

**TENDER DESCRIPTION: SUPPLY AND DELIVERY OF SPECIALISED KERBS FOR THE MYCITI INTEGRATED RAPID TRANSPORT PROJECT**  
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| Step No | Activity                            | Task  | Potential Hazards   | Risks   | Current Risk |     |         | Suggested Control Measures  |
|---------|-------------------------------------|---|---|---|--------------|-----|---------|---|
|         | List activity steps                 | List task steps                             | Potential dangers that could cause harm. List the potential hazards   | Potential Risks due to Hazard                         | PROB         | CON | Ranking | Controls already in place to mitigate the hazard before work may commence   |
| 4       | Site Identification & Establishment |   | Workers not informed of hazards and risks associated with tasks   | Serious injuries or Fatalities                        | 4            | 5   | 20      | <ul style="list-style-type: none"> <li>Site specific Induction training to be conducted on all personnel prior to commencing work.</li> </ul>   |
|         |                                     |   | Workers exposed to unknown / unidentified hazards   | Serious injuries or Fatalities due to unknown hazards | 4            | 5   | 20      | <ul style="list-style-type: none"> <li>Appointed Risk Assessor to be in possession of a HIRA certificate (Hazard Identification and Risk Assessment).</li> <li>Task specific risk assessments to be carried out.</li> <li>Employees to be trained in the content of the risk assessments.</li> <li>Attendance registers to be in place</li> </ul> |
|         |                                     | Project Mobilization of Plant and Equipment | Poor / unsafe offloading practices<br>Poor Ergonomics   | Load falling on employees                             | 3            | 5   | 15      | <ul style="list-style-type: none"> <li>Method statement / safe operating procedure to be in place for offloading plant and equipment.</li> <li>To be communicated to employees.</li> <li>Employees to stand clear of offloading operations</li> </ul>   |
|         |                                     |   | Operators under the influence of Alcohol or other substances while transporting plant/ machinery and equipment to site establishment area | Accident causing property damage                      | 3            | 2   | 6       | <ul style="list-style-type: none"> <li>Company substance abuse / alcohol policy to be available and implemented by communicating the policy to all employees.</li> </ul>  |
|         |                                     |   |   | Serious Injuries or Fatalities                        | 3            | 5   | 15      |   |
|         |                                     |   | Pedestrians / public passing by   | Pedestrians / public hit by plant and machinery       | 3            | 5   | 15      | <ul style="list-style-type: none"> <li>Site area to be fenced off to prevent unauthorised entry.</li> <li>Unauthorised and general warning signs to be displayed.</li> </ul>  |
|         |                                     |   |   |   |              |     |         |   |

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| Step No | Activity                            | Task                                 | Potential Hazards   | Risks                         | Current Risk |     |         | Suggested Control Measures   |
|---------|-------------------------------------|--------------------------------------|---|-------------------------------|--------------|-----|---------|--|
|         | List activity steps                 | List task steps                      | Potential dangers that could cause harm. List the potential hazards | Potential Risks due to Hazard | PROB         | CON | Ranking | Controls already in place to mitigate the hazard before work may commence  |
| 4       | Site Identification & Establishment |                                      | Theft of material, equipment and machinery                          | Project interruption          | 3            | 3   | 9       | <ul style="list-style-type: none"> <li>Project program to be compiled to prevent plant/ machinery and equipment to be left unattended.</li> <li>Security to be implemented.</li> </ul>   |
|         |                                     | Setting up Site & Storage Facilities | Abnormal load   | Accident                      | 2            | 5   | 10      | <ul style="list-style-type: none"> <li>Special arrangements to be made for abnormal loads.</li> <li>Heavy/ abnormal load signage to be displayed on trucks if applicable.</li> <li>Valid driver's licence of driver.</li> </ul>  |
|         |                                     |                                      | Containers/ plant/ machinery placed on uneven surfaces              | Property damage               | 2            | 3   | 6       | <ul style="list-style-type: none"> <li>Containers / Plant/ Machinery to be placed on level surface.</li> </ul>   |
|         |                                     |                                      | Using defective / incorrect equipment to offload containers         | Load falling on employees     | 3            | 5   | 15      | <ul style="list-style-type: none"> <li>Lifting equipment to be load tested.</li> <li>Load test certificates to be available.</li> <li>Lifting equipment to be placed on register and inspected on a monthly basis.</li> <li>Employees to stand clear of lifting operations and no employees allowed underneath suspended loads.</li> </ul> |
|         |                                     |                                      | Sub-standard housekeeping   | Incidents / accidents         | 3            | 2   | 6       | <ul style="list-style-type: none"> <li>High standards of housekeeping to be maintained.</li> <li>Stacking and storage supervisor to be appointed in writing.</li> <li>Monthly inspections to be conducted on stacking and storing on site</li> </ul>   |



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| Step No | Activity                            | Task                               | Potential Hazards   | Risks                         | Current Risk |     |         | Suggested Control Measures   |
|---------|-------------------------------------|------------------------------------|---|-------------------------------|--------------|-----|---------|--|
|         | List activity steps                 | List task steps                    | Potential dangers that could cause harm. List the potential hazards | Potential Risks due to Hazard | PROB         | CON | Ranking | Controls already in place to mitigate the hazard before work may commence  |
| 4       | Site Identification & Establishment | Installation of Temporary Services | Incompetent person conducting installation                          | Property damage               | 3            | 2   | 6       | <ul style="list-style-type: none"> <li>Competent / registered electrician to conduct temporary electrical installations.</li> <li>Electrical COC to be issued and kept on H&amp;S file</li> </ul>                  |
|         |                                     |                                    |   | Electrocution                 | 3            | 5   | 15      |  |
|         |                                     |                                    | Incorrect location / layout plan                                    | Financial loss                | 3            | 3   | 9       | <ul style="list-style-type: none"> <li>Temporary electrical installations to be done on exact location provided after consultation with client</li> </ul>  |
|         |                                     | Clearing and Grubbing              | Poor visibility   | Incident / Accident           | 3            | 4   | 12      | <ul style="list-style-type: none"> <li>Pre-start inspections to be conducted</li> <li>Windscreens to be kept clean</li> <li>Occupational medicals to be conducted to ensure operator has good eye sight</li> </ul> |
|         |                                     |                                    | Collision   | Property Damage               | 3            | 4   | 12      | <ul style="list-style-type: none"> <li>Speed limit to be adhered to</li> <li>Occupational medical to be available</li> <li>Proper supervision</li> </ul>   |
|         |                                     |                                    |   | Incident/ Accident/ Fatality  | 3            | 5   | 15      | <ul style="list-style-type: none"> <li>Workers to stand clear from moving machinery when clearing and grubbing takes place</li> </ul>  |
|         |                                     |                                    | Excessive Dust  | Occupational Illness          | 3            | 3   | 9       | <ul style="list-style-type: none"> <li>Water Truck to be used to spray working areas in order to suppress dust</li> </ul>  |
|         |                                     |                                    |   |                               |              |     |         |  |

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| Step No | Activity  | Task                       | Potential Hazards  | Risks  | Current Risk |     |         | Suggested Control Measures  |
|---------|---|----------------------------|--|--|--------------|-----|---------|---|
|         | List activity steps   | List task steps            | Potential dangers that could cause harm. List the potential hazards  | Potential Risks due to Hazard  | PROB         | CON | Ranking | Controls already in place to mitigate the hazard before work may commence   |
| 5       | Offloading Machine, Equipment, Materials and Tools at Site area | Offloading                 | <ul style="list-style-type: none"> <li>Injury to workers when offloading equipment because of</li> <li>Overcrowding,</li> <li>Poor offloading practices,</li> <li>Unstable foot conditions</li> <li>Using of unsafe offloading practices</li> <li>Tripping and falling over equipment and articles laying around.</li> </ul> | <ul style="list-style-type: none"> <li>Handling errors</li> <li>Multiple injuries</li> <li>Back injuries</li> <li>Sprains &amp; strains</li> <li>Theft of materials</li> <li>Financial loss</li> <li>Equipment Damage</li> </ul> | 3            | 5   | 15      | <ul style="list-style-type: none"> <li>Loading and Offloading Practices Training</li> <li>Work supervised.</li> <li>Wearing of correct PPE (Gloves, Safety Boots)</li> <li>Stacking areas to be demarcated before offloading commences</li> <li>Only competent operators to operate Crane and Mobile Machinery</li> <li>All lifting equipment to be inspected before offloading commences.</li> </ul> |
| 6       | Concrete mixing on site with concrete mixer/ by hand            | Mixing by hand.            | Excessive dust.  | Financial Loss   | 3            | 3   | 9       | <ul style="list-style-type: none"> <li>Tasks to be communicated to all relevant personnel.</li> <li>Mixing to take place only as per approved specification and instruction</li> </ul>  |
|         |   |                            |  | Project Interruption   | 3            | 3   | 9       |   |
|         |   | Mixing concrete with Mixer | Employees standing too close to machinery  | Bumping / hitting employee with bucket of machine causing serious injury   | 3            | 4   | 12      | <ul style="list-style-type: none"> <li>Employees to stand clear of machinery in operation</li> </ul>  |
|         |   |                            | Incompetent / unfit operator   | Accident causing fatality  | 3            | 5   | 15      | <ul style="list-style-type: none"> <li>Operators to undergo occupational medical surveillance.</li> <li>Occupational Medical Certificate to be available on H&amp;S file</li> <li>Operator competency to be available</li> </ul>  |

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| Step No | Activity                     | Task  | Potential Hazards   | Risks                             | Current Risk |     |         | Suggested Control Measures   |
|---------|------------------------------|---|---|-----------------------------------|--------------|-----|---------|--|
|         | List activity steps          | List task steps                               | Potential dangers that could cause harm. List the potential hazards                   | Potential Risks due to Hazard     | PROB         | CON | Ranking | Controls already in place to mitigate the hazard before work may commence  |
| 7       | Lifting & Lowering Operation | Mobile Cranes / Truck-mounted crane/ Forklift | Incorrect slinging/ lifting   | Employees struck by swinging load | 4            | 4   | 16      | <ul style="list-style-type: none"> <li>Crane / Truck-mounted crane operator to be competent in the operation of the specific machine. Employees to stand clear of lifting operations</li> <li>Crane/ forklift to be load tested. Pre-start inspection to be conducted on a daily basis prior to shift. Employees to stand clear of lifting operations and no employees allowed underneath lifted loads.</li> <li>Operators (and all other employees) to be sent for Occupational medical surveillance. Medical certificates and Annexure 3 to be placed on the H&amp;S file.</li> <li>Crane/ forklift to be load tested. Maximum Load Capacity to be displayed on Crane. Outriggers of crane to be placed in order to keep crane steady. Crane spec to be available for reference purposes.</li> </ul> |
|         |                              |   | Defective Crane/ Forklift   | Load falling on employees         | 4            | 5   | 20      |  |
|         |                              |   | Incompetent operator / not medically fit to operate.                                  | Incident / Accident               | 3            | 4   | 12      |  |
|         |                              | Chains / Slings                               | Exceeding maximum load capacity.<br>Defective equipment used causing falling objects. | Crane toppling over               | 3            | 5   | 15      |  |
|         |                              |   |   | Load falling on employees         | 4            | 5   | 20      |  |

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| Step No | Activity  | Task   | Potential Hazards   | Risks   | Current Risk |     |         | Suggested Control Measures  |
|---------|---|--|---|---|--------------|-----|---------|---|
|         | List activity steps                                   | List task steps  | Potential dangers that could cause harm. List the potential hazards                                     | Potential Risks due to Hazard                             | PROB         | CON | Ranking | Controls already in place to mitigate the hazard before work may commence   |
| 7       | <b>Lifting &amp; Lowering Operation</b>               | Handle/ Load by hand.<br><br>Lifting heavy equipment by hand | Objects not correctly hooked or Sub-standard Ergonomic Practices  | Serious injuries, Fatality due to falling loads / objects | 4            | 5   | 20      | <ul style="list-style-type: none"> <li>Lifting equipment to be load tested. Load test certificates to be available. Lifting equipment to be placed on register and inspected on a monthly basis. Employees to stand clear of lifting operations and no employees allowed underneath lifted loads.</li> <li>Competent rigger to be appointed.</li> <li>Employees not to handle heavy load by hand.</li> <li>Correct procedure for lifting heavy objects). No employee to lift more than 25kg alone. Use your knees and not your back to pick up objects. When the objects is too heavy please get help from someone or use mechanical aid where possible.</li> </ul> |
|         |   |  | Materials handling, Max load 80-90kg  | Multiple serious injuries. Property damaged               | 3            | 5   | 15      |   |
|         |   |  | Moving of heavy material or equipment   | Back injuries. Crush injuries                             |              |     |         |   |
|         |   |  |   |   |              |     |         |   |
| 8       | <b>Concrete Works (Manufacturing of Kassel Kerbs)</b> | Ready-Mix  | Unauthorised personnel pouring concrete<br>Concrete truck running over personnel, equipment or material | Injuries  | 3            | 3   | 9       | <ul style="list-style-type: none"> <li>Only authorised personnel to pour concrete</li> <li>Occupational medical certificate of operator to be available</li> <li>First aid to be on site at all times</li> <li>Workers to always wear correct PPE</li> <li>Workers working with vibration equipment must ensure they have firm footing</li> <li>Concrete truck driver to ensure that the handbrake is secured to prevent truck from running out of control.</li> <li>Task Specific Training</li> </ul>  |
|         |   |  |   | Fatalities  | 3            | 5   | 15      |   |
|         |   |  |   | Property damage   | 3            | 3   | 9       |   |
|         |   |  |   |   |              |     |         |   |
|         |   | Batching plants (erection)                                   | Material Handling   | Crush injuries and Fall Risk                              | 3            | 4   | 12      | <ul style="list-style-type: none"> <li>Training in SWP,</li> <li>Complete Checklist,</li> <li>Follow Isolation Procedure</li> </ul>   |

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| Step No | Activity  | Task                        | Potential Hazards   | Risks                           | Current Risk |     |         | Suggested Control Measures   |
|---------|---|-----------------------------|---|---------------------------------|--------------|-----|---------|--|
|         | List activity steps                                   | List task steps             | Potential dangers that could cause harm. List the potential hazards | Potential Risks due to Hazard   | PROB         | CON | Ranking | Controls already in place to mitigate the hazard before work may commence  |
| 8       | <b>Concrete Works (Manufacturing of Kassel Kerbs)</b> | Batching plants (operation) | Unauthorised entry and Maintenance                                  | Inadequate lockout, Fatalities  | 3            | 3   | 9       | <ul style="list-style-type: none"> <li>Training in SWP,</li> <li>Complete Checklist,</li> <li>Follow Isolation Procedure</li> </ul>  |
|         |   | On Site Mixing              |   | Project interruption            | 3            | 4   | 12      | <ul style="list-style-type: none"> <li>All moving parts of concrete mixer to be guarded</li> <li>Correct PPE to be worn by employees operating concrete mixer</li> </ul>   |
|         |   |                             | Exposed moving parts  | Loss of limb                    | 4            | 4   | 16      |  |
|         |   | Using Concrete Pump         | Excessive concrete dust   | Occupational Illness or Disease | 4            | 4   | 16      | <ul style="list-style-type: none"> <li>Always wear correct PPE</li> </ul>  |
|         |   |                             | Sub-standard Ergonomic Practices                                    | Injury to Body                  | 3            | 4   | 12      | <ul style="list-style-type: none"> <li>Ergonomic training</li> </ul>   |
|         |   |                             | Concrete pump hitting workers                                       | Injuries                        | 3            | 3   | 9       | <ul style="list-style-type: none"> <li>Workers to always stand clear from pump movements</li> </ul>  |
|         |   |                             |   |                                 |              |     |         |  |
| 9       | <b>Hazardous Chemical Agents (HCA)</b>                | Handling                    | Incorrect handling  | Skin irritation                 | 2            | 3   | 6       | <ul style="list-style-type: none"> <li>MSDS's to be available</li> <li>MSDS's to be communicated to all employees handling HCA</li> <li>Task specific training</li> </ul>  |
|         |   |                             | Exposed to HCA  | Occupational Illness or Disease | 3            | 4   | 12      |  |
|         |   |                             | Employees not trained to work with HCS                              | Occupational Illness or Disease | 3            | 4   | 12      |  |
|         |   | Storage                     | Incorrect storage of HCA  | Production time loss            | 3            | 3   | 9       | <ul style="list-style-type: none"> <li>Task specific training</li> <li>HCS inspections</li> <li>PPE</li> <li>HCA compatibility chart to be available and implemented</li> <li>HCS to be stored in accordance with compatibility chart</li> </ul> |
|         |   |                             | Fire hazard   | Explosion                       | 3            | 5   | 15      |  |

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| Step No | Activity            | Task   | Potential Hazards   | Risks  | Current Risk |     |         | Suggested Control Measures   |
|---------|---------------------|--|---|--|--------------|-----|---------|--|
|         | List activity steps | List task steps                                | Potential dangers that could cause harm. List the potential hazards | Potential Risks due to Hazard                                    | PROB         | CON | Ranking | Controls already in place to mitigate the hazard before work may commence  |
| 10      | Stacking & Storage  | Stacking and storage of material and equipment | Sub-standard stacking and storing practices.                        | Collapsing of stacked / stored material causing serious injuries | 3            | 3   | 9       | <ul style="list-style-type: none"> <li>Stacking and storage supervisor to be appointed in writing.</li> <li>Monthly inspections to be conducted on stacking and storing on site</li> </ul> |
|         |                     |  | Odd size material/ equipment  | May cause instability of stacks and may collapse.                | 3            | 3   | 9       | <ul style="list-style-type: none"> <li>Material/ equipment all to be the same size shape and mass.</li> </ul>  |
|         |                     |  | Pallets and containers in poor condition                            | May cause the material to collapse.                              | 3            | 3   | 9       | <ul style="list-style-type: none"> <li>All pallets, containers and support structures must be structurally sound and in a good condition.</li> </ul>                                       |

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|---------|---|---|--|---|--------------|-----|---------|--|
|         | List activity steps                           | List task steps   | Potential dangers that could cause harm. List the potential hazards                    | Potential Risks due to Hazard                                 | PROB         | CON | Ranking | Controls already in place to mitigate the hazard before work may commence  |
| 11      | <b>Transmittable Diseases (e.g. COVID-19)</b> | Coming into contact with other workers. Normal working activities on site | Workers exposed to Health Hazards namely Diseases / Bacteria / Viruses (e.g. COVID-19) | Serious illnesses due to Health hazards. Contracting disease. | 4            | 5   | 20      | <ul style="list-style-type: none"> <li>Health and Safety Management Plan to include planning around COVID-19 and in accordance with measures and Regulations set out by Government</li> <li>Compile and implement a Risk Assessment and Safe Operating Procedure in accordance with measures and Regulations set out by Government</li> <li>Emergency Response and Prevention Plan to be developed and implemented</li> <li>Employees to be trained in the content of the risk assessments, H&amp;S Plan, COVID-19 Risk Assessment</li> <li>Other informal training / communication pertaining COVID-19</li> <li>Implementation and adherence to the Emergency Response and Prevention Plan submitted by the Pr. CHSA</li> </ul> |

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| Step No | Activity                                      | Task  | Potential Hazards  | Risks   | Current Risk |     |         | Suggested Control Measures  |
|---------|---|---|--|---|--------------|-----|---------|---|
|         | List activity steps                           | List task steps   | Potential dangers that could cause harm. List the potential hazards                    | Potential Risks due to Hazard                                 | PROB         | CON | Ranking | Controls already in place to mitigate the hazard before work may commence   |
| 11      | <b>Transmittable Diseases (e.g. COVID-19)</b> | Coming into contact with other workers. Normal working activities on site | Workers exposed to Health Hazards namely Diseases / Bacteria / Viruses (e.g. COVID-19) | Serious illnesses due to Health hazards. Contracting disease. | 4            | 5   | 20      | <ul style="list-style-type: none"> <li>Social Distancing to be implemented. Employees to keep a fair distance of 1.5 to 2 meters from co-workers</li> <li>Contractor to implement a self-screening tool by means of a questionnaire. This must be kept on record for all employees. This must be done prior to employees / visitors/ contractors entering the site and bi-weekly (every second week) thereafter.</li> <li>a Daily infrared temperature test is conducted on all employees / visitors / contractors at the site entrance.</li> </ul> |
| 12      | <b>Site Demobilization</b>                    | Disconnect Services   | Incompetent person disconnecting temporary electrical distribution boards              | Property damage   | 3            | 2   | 6       | <ul style="list-style-type: none"> <li>Competent / registered electrician to conduct the disconnection of temporary electrical installations.</li> </ul>  |
|         |   |   |  | Electrocution   | 3            | 5   | 15      |   |
|         |   | Loading of material and equipment   | Employees standing underneath lifting operations                                       | Load falling on employees                                     | 4            | 5   | 20      | <ul style="list-style-type: none"> <li>Lifting equipment to be load tested.</li> <li>Load test certificates to be available.</li> <li>Lifting equipment to be placed on register and inspected on a monthly basis.</li> <li>Employees to stand clear of lifting operations and no employees allowed underneath suspended loads.</li> <li>Operators to be competent.</li> </ul>  |
|         |   | Loading of Machinery on Trucks  | Improper loading of plant and machinery  | Plant / machinery falling off trucks causing property damage  | 4            | 5   | 20      |   |
|         |   |   | Sub-standard Ergonomics  | Load falling on employees                                     | 4            | 5   | 20      |   |
|         |   | Transporting of plant/ machinery/ equipment and tools                     | Vehicle not roadworthy   | Accident  | 3            | 5   | 15      | <ul style="list-style-type: none"> <li>All construction vehicles to be roadworthy</li> <li>Verification on roadworthiness to be done before entering site</li> </ul>  |