


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

<p align="center"><b>TENDER NO: 312S/2024/25</b></p> <p><b>TENDER DESCRIPTION: SERVICING, MAINTENANCE, REPAIR, TESTING AND CALIBRATION OF FUEL DISPENSOR SYSTEMS, FUEL PUMPS ALONG WITH FUEL TANKS FOR THE CITY OF CAPE TOWN</b></p> <p><b>CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT FOR A PERIOD NOT EXCEEDING THIRTY-SIX (36) MONTHS</b></p>
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<b>CLOSING DATE</b>	<b>09 July 2025</b>
<b>CLOSING TIME</b>	<b>10:00 am</b>
<b>TENDER BOX NUMBER</b>	<b>220</b>
<b>TENDER FEE</b>	<b>R 200.00</b>

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

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

<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 CCT OFFICIALS AT TENDER OPENING</b>
<b>1</b>
<b>2</b>
<b>3</b>

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# THE TENDER

## T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	06 June 2025
SITE VISIT/CLARIFICATION MEETING	:	Time: <b>10:00 a.m.</b> on Date: <b>20 June 2025</b> (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	MS Teams <a href="#">[Link]</a> <b>Meeting ID:</b> 394 140 646 811 5 <b>Passcode:</b> Tr7u5WM9
TENDER BOX & ADDRESS	:	<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 and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement <b>“TENDER NO. 312S/2024/25: SERVICING, MAINTENANCE, REPAIR, TESTING AND CALIBRATION OF FUEL DISPENSOR SYSTEMS, FUEL PUMPS ALONG WITH FUEL TANKS FOR THE CITY OF CAPE TOWN ”</b> , the tender box number and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer’s responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
CCT TENDER REPRESENTATIVE	:	Email: <a href="mailto:finance.tenders@capetown.gov.za">finance.tenders@capetown.gov.za</a>

Tenderer to ensure that the tender number is contained as a reference on the subject line of any email sent.

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

## **T.2 CONDITIONS OF TENDER**

### **2.1 General**

#### **2.1.1 Actions**

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

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

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

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

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

#### **2.1.2 Interpretation**

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

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

#### **2.1.3 Communication during tender process**

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

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

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

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

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

#### **2.1.5 Procurement procedures**

##### **2.1.5.1 General**

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

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

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 Standby Bidder**

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

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

##### **2.1.6.1 Disputes, objections, complaints and queries**

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

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

##### **2.1.6.2 Appeals**

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the CCT, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:

- i. Must be in writing
  - ii. It must set out the reasons for the appeal
  - iii. It must state in which way the Appellant's rights were affected by the decision;
  - iv. It must state the remedy sought; and
  - v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant CCT appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

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

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

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

**The City Manager** - C/o the Manager: Legal Compliance Unit, Legal Services Department, Office of the City Manager

**Via hand delivery at:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

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

**Via email at:** [MSA.Appeals@capetown.gov.za](mailto:MSA.Appeals@capetown.gov.za)

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

**The City Manager** - C/o the Manager: Access to Information Unit, Legal Service Department, Office of the City Manager

**Via hand delivery at:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

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

**Via email at:** [Access2info.Act@capetown.gov.za](mailto:Access2info.Act@capetown.gov.za)

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

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

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

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

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

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

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

Via email at: [Popia@capetown.gov.za](mailto:Popia@capetown.gov.za).

#### **2.1.6.7 Compliance to the CCTs Appeals Policy.**

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

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

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as  $\frac{1}{2}$  (Administrative cost of the tender appeal) + 0.25 % (Appellant's tender price).

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

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

### **2.1.7 CCT Supplier Database Registration**

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

Tenderers who wish to register on the CCT's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 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 CCT'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 and the Conditions of Tender. An 'acceptable tender must "COMPLY IN ALL" aspects with the tender, Conditions of Tender, all Specifications (i.e., item C.5 below, hereinafter the "Specifications"), pricing instructions herein and the Contract including its conditions.**

#### **2.2.1.1.1 Submit a tender offer**

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

#### **2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures**

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

- a) A completed **Details of Tenderer** to be provided (applicable schedule below to be completed);

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

#### 2.2.1.1.3 Compulsory clarification meeting

Not Applicable.

#### 2.2.1.1.4 Minimum score for functionality

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

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

SCORING TABLE ON FUNCTIONAL REQUIREMENTS		
Evaluation Criteria	Applicable values/points	Maximum Points
<b><u>Experience</u></b> Company's years of experience in the <b>SERVICING, MAINTENANCE, REPAIR, TESTING AND CALIBRATION OF FUEL DISPENSOR SYSTEMS, FUEL PUMPS ALONG WITH FUEL TANKS (including retail fuel service stations)</b>  <b>(Schedule F.13A to be completed in full with clients contact details.) Acceptable projects as defined below, 2.2.1.1.4.1</b>	<ul style="list-style-type: none"> <li>• 1 to 3 Projects.....<b>5 points</b></li> <li>• 4 to 5 Projects.....<b>10 points</b></li> <li>• 6 to 10 Projects.....<b>15 points</b></li> <li>• 11 to 12 Projects .....<b>20 points</b></li> <li>• Greater than 12 Projects .....<b>25 points</b></li> </ul>	<b>25</b>



SCORING TABLE ON FUNCTIONAL REQUIREMENTS		
Evaluation Criteria	Applicable values/points	Maximum Points
<b><u>Key Personnel</u></b>  Experience in executing the service, repair and maintenance of fuel tanks and /or fuel pumps in the petroleum industry. Experience can include retail service stations.  <b>(Schedule 13B to be completed in full with verifiable contact details.)</b>  <b>CV's with relevant experience for key personnel (And Trade Test Certificate for artisan) to be included with submission.</b>  <b>Further details provided below at 2.2.1.1.4.2.</b>	<b>Artisan with Fuel tanks or Fuel Pumps Experience</b> <ul style="list-style-type: none"> <li>No Experience.....<b>0 points</b></li> <li>Less than 1 Year experience .....<b>10 points</b></li> <li>Equal to 1 up to 2 years of experience.....<b>15 points</b></li> <li>Greater than 2 up to 3 years of experience.....<b>20 points</b></li> <li>Greater than 3 years of experience.....<b>25 points</b></li> </ul>	<b>25</b>
	<b>Experienced Fuel Pump Technician</b> <ul style="list-style-type: none"> <li>Less than 1 Year experience .....<b>0 points</b></li> <li>Equal 1 up to 2 years experience.....<b>15 points</b></li> <li>Greater than 2 up to 3 years of experience.....<b>20 points</b></li> <li>Greater than 3 years of experience.....<b>25 points</b></li> </ul>	<b>25</b>
	<b>Experienced Project Manager</b> <ul style="list-style-type: none"> <li>No Experience.....<b>0 points</b></li> <li>Less than 1 Year experience .....<b>10 points</b></li> <li>Equal 1 up to 2 years experience.....<b>15 points</b></li> <li>Greater than 2 up to 3 years of experience.....<b>20 points</b></li> <li>Greater than 3 years of experience.....<b>25 points</b></li> </ul>	<b>25</b>
<b>Total Points for Functional Criteria SERVICING, MAINTENANCE, REPAIR, TESTING AND CALIBRATION OF FUEL DISPENSOR SYSTEMS, FUEL PUMPS ALONG WITH FUEL TANKS FOR THE CITY OF CAPE TOWN ria</b>		<b>100</b>

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

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

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

## Detailed Explanation of the Functionality Criteria is given below:

### 2.2.1.1.4.1. Experience

Only those tenders submitted by tenderers who can show a proven company/business/entity track record as stated below will be able to score points for functionality. A project is defined as a completed or active contract or assignment performed by the bidding company that involves any of the following services- servicing, maintenance, repair, testing, and or calibration of fuel dispenser systems, fuel pumps & fuel storage tanks. These projects could have been performed at retail fuel service stations, fuel depots or terminals or at industrial or commercial facilities with similar fuel systems

The list of projects as stipulated in schedule F.13A must include verifiable contact information of the client/s the tenderer **has successfully undertaken projects**. Points will be allocated based on the number of projects demonstrated in the **SERVICING, MAINTENANCE, REPAIR, TESTING AND CALIBRATION OF FUEL DISPENSOR SYSTEMS, FUEL PUMPS ALONG WITH FUEL TANKS/ FUEL SERVICE STATIONS**.

Failure to complete in full the information in schedule F.13 A for a project and/or unverifiable projects, the tenderer may forfeit points for functionality. This information must be submitted at tender submission.

**This information must be captured in Returnable Schedule F.13A.**

#### **2.2.1.1.4.2. Key Personnel**

It would be advisable for different individuals to be identified for each of the key personnel listed below and on Schedule F.13B: Key Personnel. If, however a tenderer wishes to propose the same person for more than one of the positions listed, such person must pass the requirements for each criteria and the tender submission must clearly indicate such compliance.

##### **Artisan Requirement:**

Artisan must have a **Trade Test Certificate** (Mechanical).

Verifiable experience in overseeing service, repair and maintenance of pumps in the petroleum or similar industry. Experience can include retail service stations.

##### **Fuel Pump Technician Requirement:**

Verifiable experience in the petroleum or similar industry. Experience can include retail service stations.

##### **Project Manager Requirement:**

Project Manager with proven experience in managing projects of similar scope and complexity.

##### **Functionality conditions that may result in the tenderer forfeiting points:**

The tenderer must submit the **required CVs and Qualification Certificates** (Trade test certificate for Artisan) **with the tender submission**, for Key Personnel who is experienced in executing the service, repair and maintenance of fuel pumps and fuel tanks in the petroleum industry. Experience can include retail service stations.

**Failure to submit CVs and Qualification Certificates with the tender submission may result in the tenderer forfeiting points.**

Points will be allocated based on the years of experience for executing the service, repair and maintenance of pumps and tanks in the petroleum industry. **This information to be captured in Returnable Schedule 13B.**

The Tenderer shall ensure that all foreign qualifications are recognized by the South African Qualifications Authority (SAQA) prior to their use for employment, further studies, or professional registration within South Africa. This process includes the submission of required documents, payment of applicable fees, verification by SAQA, and receipt of a SAQA Certificate of Evaluation. The Tenderer acknowledges that the recognition process may involve additional steps, including engagement with relevant professional bodies where applicable.

#### **2.2.2 Cost of tendering**

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

#### **2.2.3 Check documents**

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

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

#### **2.2.4 Confidentiality and copyright of documents**

The tenderer shall treat as strictly confidential all matters arising in connection with the tender. Use and copy

the documents issued by the CCT only for the purpose of preparing and submitting a tender offer in response to the invitation.

#### **2.2.5 Reference documents**

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

#### **2.2.6 Acknowledge and comply with notices**

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

#### **2.2.7 Clarification meeting**

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

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

#### **2.2.8 Seek clarification**

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

#### **2.2.9 Pricing the tender offer**

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

#### **2.2.10 Alterations to documents**

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

#### **2.2.11 Alternative tender offers**

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

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

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

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

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

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

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

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

#### **2.2.12 Submitting a tender offer**

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

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

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

**2.2.12.4** Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information (i.e., item T.1 above), as well as the tenderer's name and contact address.

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

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

**2.2.12.7** Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.

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

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

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

### **2.2.13 Information and data to be completed in all respects**

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

### **2.2.14 Closing time**

**2.2.14.1** The tenderer shall ensure that the CCT receives the tender offer, together with all applicable documents specified herein, at the address specified in the General Tender Information herein prior to the closing time stated on the front page of the tender document.

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

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

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

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

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

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

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

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

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

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

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

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

#### **2.2.17 Provide other material**

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

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

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

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

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

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

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

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

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

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

### 2.2.19 Certificates

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

#### 2.2.19.1. Preference Points for Specific Goals

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

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

#### 2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 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 record its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

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

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

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

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

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

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

#### 2.2.21 Claims arising from submission of tender

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

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

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

## **2.3 The CCT's undertakings**

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

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

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

### **2.3.2 Issue Notices**

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

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

### **2.3.3 Opening of tender submissions**

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

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

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

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

### **2.3.4 two-envelope system**

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

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



### **2.3.5 Non-disclosure**

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

### **2.3.6 Grounds for rejection and disqualification**

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

### **2.3.7 Test for responsiveness**

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

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

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

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

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

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

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

**2.3.8.1** Check the responsive tenders for:

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

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

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

Schedules apply) to achieve the tendered total of the prices.

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

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

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

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

### **2.3.9 Clarification of a tender offer**

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

### **2.3.10 Evaluation of tender offers**

#### **2.3.10.1 General**

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

**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 rate equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CCT will check all quoted rates against those supplied by its own bank).
- e) If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
- f) If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).

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

added together and averaged to determine the final score.

### 2.3.10.2 Decimal places

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

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

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

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

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

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

**2.3.10.3.4** Applicable formula:

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

Price shall be scored as follows:

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

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

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

**Table B1: Awards above R750 000 and up to R50 mil (VAT Inclusive)**

#	Specific goals allocated points	Preference Points (80/20) <i>Equal/ below R50 mil</i>	Evidence	Additional Guidance
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>				
1	<b>Gender are women (ownership)*</b>  >75% - 100% women ownership: 5 points >50% - 75% women ownership: 4 points >25% - 50% women ownership: 3 points >0% - 25% women ownership: 2 points 0% women ownership = 0 points	5	<ul style="list-style-type: none"> <li>Company Registration Certification</li> <li>Central Supplier Database report</li> </ul>	<ul style="list-style-type: none"> <li>Issued by the Companies and Intellectual Property Commission</li> <li>Report name: CSD Registration report</li> </ul>
2	<b>Race are black persons (ownership)*</b>  >75% - 100% black ownership: 5 points >50% - 75% black ownership: 4 points >25% - 50% black ownership: 3 points >0% - 25% black ownership: 2 points 0% black ownership = 0 points	5	<ul style="list-style-type: none"> <li>B-BBEE certificate;</li> <li>Company Registration Certification</li> <li>Central Supplier Database report</li> </ul>	<ul style="list-style-type: none"> <li>South African National Accreditation System approved certificate or commissioned sworn affidavit</li> <li>Issued by the Companies and Intellectual Property Commission</li> <li>Report name: CSD Registration report</li> </ul>

3	<b>Disability are disabled persons (ownership)*</b>  <i>WHO disability guideline</i> <i>&gt;2% ownership: 3 points</i> <i>&gt;0% - 2% ownership: 1.5 point</i> <i>0% ownership = 0 points</i>	3	<ul style="list-style-type: none"> <li>• Proof of disability</li> <li>• Company Registration Certification</li> </ul>	<ul style="list-style-type: none"> <li>• Medical certificate/ South African Revenue Services disability registration</li> <li>• Issued by the Companies and Intellectual Property Commission</li> </ul>
<b>Reconstruction and Development Programme (RDP) as published in Government Gazette</b>				
4	<b>Promotion of Micro and Small Enterprises</b> <i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i>  <i>SME partnership, sub-contracting, joint venture or consortiums</i>	7	<ul style="list-style-type: none"> <li>• B-BBEE status level of contributor;</li> <li>• South African owned enterprises;</li> <li>• Financial Statement to determine annual turnover</li> </ul>	<ul style="list-style-type: none"> <li>• Specifically in line with the respective sector codes which the company operates,</li> <li>• South African National Accreditation System approved certificate or commissioned sworn affidavit</li> <li>• Certificate of incorporation or commissioned sworn affidavit</li> <li>• Latest financial statements (1 Year)</li> </ul>
<b>Total points</b>		<b>20</b>		

\*Ownership: main tendering entity

#### 2.3.10.5 Risk Analysis

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

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

#### **2.3.12 Acceptance of tender offer**

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

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

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

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

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

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

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

- a) reports of poor governance or unethical behaviour, or both;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the CCT;
- d) negative media reports, including negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; and
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.49 of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.

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

### **2.3.13 Prepare contract documents**

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

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

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

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

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

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

### **2.3.15 Provide written reasons for actions taken**

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

<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
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<p align="center"><b>TENDER NO: 312S/2024/25</b></p> <p><b>TENDER DESCRIPTION: THE SERVICING, MAINTENANCE, REPAIR, TESTING AND CALIBRATION OF FUEL DISPENSOR SYSTEMS, FUEL PUMPS ALONG WITH FUEL TANKS FOR THE CITY OF CAPE TOWN</b></p> <p><b>CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT FOR A PERIOD NOT EXCEEDING THIRTY-SIX (36) MONTHS</b></p>
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## THE CONTRACT

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

AND

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

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

<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)	

--	--



## C.1 DETAILS OF TENDERER/SUPPLIER

### 1.1 Type of Entity (Please tick one box)

<input type="checkbox"/> Individual / Sole Proprietor  <input type="checkbox"/> Partnership or Joint Venture or Consortium	<input type="checkbox"/> Close Corporation  <input type="checkbox"/> Company  <input type="checkbox"/> Trust  <input type="checkbox"/> Other:
--	---

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

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

## C.2 FORM OF OFFER AND ACCEPTANCE

### TENDER NO: 312S/2024/25

#### TENDER DESCRIPTION: SERVICING, MAINTENANCE, REPAIR, TESTING AND CALIBRATION OF FUEL DISPENSOR SYSTEMS, FUEL PUMPS ALONG WITH FUEL TANKS FOR THE CITY OF CAPE TOWN

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

The tenderer, identified in the offer signature table below,

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

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

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

\_\_\_\_\_  
For and on behalf of the Supplier  
(Duly Authorised)  
Name and Surname:

\_\_\_\_\_  
Witness 1 Signature  
Name and Surname:

\_\_\_\_\_  
Witness 2 Signature  
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

## FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NO: 312S/2024/25

### **TENDER DESCRIPTION: SERVICING, MAINTENANCE, REPAIR, TESTING AND CALIBRATION OF FUEL DISPENSOR SYSTEMS, FUEL PUMPS ALONG WITH FUEL TANKS FOR THE CITY OF CAPE TOWN**

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

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

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

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

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

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

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

Witness 1 Signature  
Name and Surname:

Witness 2 Signature  
Name and Surname:

## FORM OF OFFER AND ACCEPTANCE (continued)

**TENDER NO: 312S/2024/25**

**TENDER DESCRIPTION: SERVICING, MAINTENANCE, REPAIR, TESTING AND CALIBRATION OF FUEL DISPENSOR SYSTEMS, FUEL PUMPS ALONG WITH FUEL TANKS FOR THE CITY OF CAPE TOWN**

### C.2.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)

### 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 to become an obligation of the Contract, shall be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall form part of the Contract.

1 Subject .....

Details .....

2 Subject .....

Details .....

3 Subject .....

Details .....

4 Subject .....

## Details

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

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

## FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NO: 312S/2024/25

TENDER DESCRIPTION: **SERVICING, MAINTENANCE, REPAIR, TESTING AND CALIBRATION OF FUEL DISPENSOR SYSTEMS, FUEL PUMPS ALONG WITH FUEL TANKS FOR THE CITY OF CAPE TOWN**

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

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

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s) .....

Name(s) .....

Capacity .....

Signature and name of witness:

Signature ..... Name .....

ONLY TO BE  
COMPLETED AT  
ACCEPTANCE STAGE

### C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

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

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

COID ACT Registration Number: .....

OR Compensation Insurer: ..... 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  
CCT

## C.4 PRICE SCHEDULE

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

ITEM	DESCRIPTION	UNIT	PRICE (Exclusive of Vat) R	C.5 Specification Clause
	<b>PRELIMINARY, GENERAL &amp; LABOUR</b>			
1	Compilation, approval and submission of an overarching Health and Safety Plan for this Framework Contract. (Once off at the start of the Contract)	Sum		1.4.1
2	Attending site visits, investigations and taking of actual measurements onsite before proceeding with planning the works.	Ea		1.4.1
3	Site specific Works Package Health and Safety Risk Assessment for inclusion / insertion in the overarching Health and Safety Plan.	Ea		1.4.1
4	Submission of a project programme and method statement for the execution of individual Works Packages.	Ea		1.4.1
	<b>SUPPORTING TOOLS</b>			
	<b>Mobile plant and equipment supplied and operated</b>			
5	Temporary fuel storage rental onsite during site works, per 1000L	per hour		1.4.2
6	Temporary forced ventilation to allow for entry and works within fuel tanks, per 1000L tank.	per hour		1.4.2
7	Welding plant	per hour		1.4.2
8	Mobile generator, 50kVA, operate and maintain including fuel.	per hour		1.4.2
9	Mobile 500L water tank c/w water & pressure pump for cleaning purposes.	per hour		1.4.2
10	Mobile temporary lighting, to ensure a safe working environment.	per hour		1.4.2
11	250 cfm compressor (7 m <sup>3</sup> /min) complete with 2 tools and operators.	per hour		1.4.2
	<b>Mobile Lifting Equipment, including qualified rigger.</b>			
	<b>20 Ton Crane Truck; with minimum 1ton lifting capacity at 15 meter reach</b>			
12	Establish and De-Establish	per km		1.4.3
13	Operate and maintain	per hour		1.4.2

ITEM	DESCRIPTION	UNIT	PRICE (Exclusive of Vat) R	C.5 Specification Clause
	<b>TRANSPORT CHARGES</b> <b>(Charged per KM, based on submission on AA Rates)</b>			
14	Standard Passenger Vehicle	per km		1.4.3
15	Light Delivery Vehicle, 1.0 ton (LDV)	per km		1.4.3
16	Truck (flatbed), 3 ton	per km		1.4.3

17	Truck (flatbed), 10 ton	per km		1.4.3
	<b>CLEANING OF FUEL STORAGE TANKS AND DISPOSAL</b>			
18	Cleaning of structures / environmental clean up and disposal at approved landfill site as per waste classification.	Per m <sup>3</sup>		1.4.8
19	Applicable hazardous waste disposal costs along with supplying certificates to the applicable employer's agent.	Per m <sup>3</sup>		1.4.8
	<b>LABOUR RESOURCE</b> (Supply the following normal hour labour rates, including equipment, hand tools, power tools and safety equipment etc. Weekdays from 08:00 to 17:00)			
20	Project Manager / Contract Manager	per hour		1.4.4
21	Health and Safety Officer	per hour		1.4.4
22	Artisan with Pump Experience	per hour		1.4.4
23	Artisan; Mechanical fitter, Welder	per hour		1.4.4
24	Specialist Welder	per hour		1.4.4
25	Qualified Electrician	per hour		1.4.4
26	Artisan Assistant, Handyman	per hour		1.4.4
27	Fuel tank corrosion protection applicator	per hour		1.4.4
28	Driver - Standard Passenger Vehicle	per hour		1.4.4
29	Driver - Light Delivery Vehicle, 1.0 ton (LDV)	per hour		1.4.4
30	Driver - Truck (flatbed), 3 ton	per hour		1.4.4
31	Driver - Truck (flatbed), 10 ton	per hour		1.4.4

ITEM	DESCRIPTION	UNIT	PRICE (Exclusive of Vat) R	C.5 Specification Clause
32	Fuel dispenser pump technician	per hour		1.4.4
33	Fuel dispenser accuracy verification officer	per hour		1.4.4
34	Corrosion Protection Specialist	per hour		1.4.4
	<b>AFTER HOUR LABOUR RESOURCE</b> (Supply the following after hour labour rates, including equipment, hand tools, power tools and safety equipment etc. Weekdays from 17:00 to 08:00, and Weekends, Public Holidays)			
35	Project Manager / Contract Manager	per hour		1.4.4
36	Health and Safety Officer	per hour		1.4.4
37	Artisan with Pump Experience	per hour		1.4.4
38	Artisan; Mechanical fitter, Welder	per hour		1.4.4
39	Qualified Electrician	per hour		1.4.4
40	Artisan Assistant, Handyman	per hour		1.4.4
41	Fuel tank corrosion protection applicator	per hour		1.4.4
42	Fuel dispenser pump technician	per hour		1.4.4
43	Fuel dispenser accuracy verification officer	per hour		1.4.4
	<b>FUEL TANK LEAKAGE TESTING</b>			
44	Pneumatic testing in accordance with applicable SANS standards and the contract procedure.	Ea		1.4.1



45	Specialised Vacusonic tank leakage testing of large underground Jet A1 fuel tanks, complete with pipe lines including HSSE and consumables Gas Testing. (per 100 000 litre tank)	Ea		1.4.1
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ITEM	DESCRIPTION	UNIT	PRICE (Exclusive of Vat) R	C.5 Specification Clause
	<b>PARTS</b>			
46	Filler containment manhole complete 'Colvic Marketing' 'Spilltain' or 'FFS (SA)' 'EcoSure' or equivalent.	Ea		1.4.1
47	Lockable 12-tooth petrol Barrett cap (filler cap), standard, aluminium with brass coupling, with rubber seal.	Ea		1.4.1
48	Lockable 18-tooth diesel Barrett cap (filler cap), standard, aluminium with brass coupling with rubber seal.	Ea		1.4.1
49	Provisional sum allowance for the supply of parts not listed here but required to fulfil the contract goals and objectives.	Prov Sum	R50 000.00	
50	Mark-up percentage for the supply of goods as per Item 46. Proven cost basis.	%		1.4.5
	<b>FUEL TANK Coating Preparation</b>			
51	Degreasing	Per m <sup>2</sup>		1.4.7
52	Hand sanding / soda blasting	Per m <sup>2</sup>		1.4.7
53	Sand / bead blasting to Sa 2 ½ finish	Per m <sup>2</sup>		1.4.7
	<b>Internal &amp; External Tank Coatings, Above and Below Ground</b>			
54	Provisional sum allowance for the supply of Primer for bare steel, Intermediate coat (base coat) and Top Coat. To be used on a proven cost basis, per works package.	Prov Sum	R200 000.00	
55	Mark-up percentage for the supply of goods as per Item 51. Proven cost basis.	%		1.4.5
	<b>FUEL DISPENSER</b>			
	<b>Parts and Calibration</b>			
56	3/4 inch diameter, SABS standard, petrochemical industry, non-expandable hose with wire braiding for continuity, per 4.1 meter length	Ea		1.4.1
57	1 inch diameter, SABS standard, petrochemical industry, non-expandable hose with wire braiding for continuity, per 7 meter length	Ea		1.4.1

ITEM	DESCRIPTION	UNIT	PRICE (Exclusive of Vat) R	C.5 Specification Clause
58	ZVA 16mm, unleaded, auto-stop nozzle with applicable colour cover	Ea		1.4.1
59	ZVA 19mm, diesel, auto-stop nozzle with applicable colour cover	Ea		1.4.1
60	ZVA 25mm high volume, auto-stop nozzle with applicable colour cover	Ea		1.4.1
61	Accuracy verification of single hose pump, per nozzle	Ea		1.4.1
62	Calibration of single hose pump, per nozzle	Ea		1.4.1
63	Calibration of mechanical totalizer	Ea		1.4.1

64	Provisional sum allowance for the supply of Fuel Dispenser (OEM) Original Equipment Manufacturer parts or equivalent other than those listed above. To be used on a proven cost basis, per works package.	Prov Sum	R300 000.00	
65	Mark-up percentage for the supply of goods as per Item 61. Proven cost basis.	%		1.4.5
	<b>SUNDRIES</b>			
66	Permanent H&S and Operating Signage. Perspex, UV stabilised and photo luminescent, 200mm x 200mm standard colours supplied and installed.	Ea		1.4.6
67	Taking of fuel sample onsite (Per Sample)	Ea		1.4.6
68	Analysing of fuel sample and preparing of findings. Compile full detailed technical report with corrective measures. Supply 1x electronic copies of all reports of the works package.	Ea		1.4.6

### Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 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 Price Column for Provisional Sums, a percentage mark-up is required to be inserted in the relevant columns.
- 5.6 Given that the tender will be awarded in its entirety and that the successful tenderer is required to perform all tasks listed against each item; tenderers must price for all line items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 **The delivery period will be within 14 days from date of official purchase order. For emergency breakdowns and related incidents, delivery period shall be agreed with the Contract Manager in writing.**

INITIALS OF CCT OFFICIALS		
1	2	3

## C.5 SPECIFICATION(S)

### **SERVICING, MAINTENANCE, REPAIR, TESTING AND CALIBRATION OF FUEL DISPENSOR SYSTEMS, FUEL PUMPS ALONG WITH FUEL TANKS FOR THE CITY OF CAPE TOWN**

#### **1.1 DEFINITIONS AND ABBREVIATIONS**

The following words are used interchangeably throughout the specification and has reference to the same entity and should be read in context within the paragraph:

Employer / Client / City of Cape Town / COCT / CCT / Municipality / The City  
 Employers Agent / Employer's Representative / Appointed Authorised Person  
 Water and Sanitation Department of the City of Cape Town  
 Contractor / Tenderer / Service Provider / Bidder  
 Services / Works / Works Package  
 Site / Works Location / Facilities  
 Original Equipment Manufacturer / OEM / Brand / Make  
 Plant / Equipment / Tools – Mobile equipment and tools required to perform the works  
 SANS - South African National Standards  
 SABS – South African Bureau of Standards (certified body accredited by SANS)  
 ISO - International Standards Organisation  
 BS - British Standard

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".

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

#### **1.2 SCOPE OF WORK**

##### **1.2.1 Employer's objectives**

The Employer's objectives are to provide, through the services of a competent and experienced Service Provider, the ad hoc servicing, repairs and maintenance of various fuel tanks and fuel pumps - hereinafter referred to as the "works". The works should aim to keep the fuel tanks and fuel pumps functioning at an optimum level at all times at various operations, and where applicable minimising breakdowns and downtimes as well as offering timeous response to any breakdowns or downtimes arising from malfunction to minimise disruptions and keeping the Works functioning optimally.

##### **1.2.2 Overview of the works**

The City of Cape Town makes use of various fuel tank and fuel pump installations scattered across most of the Cape Town Metropolitan area. Departments within the City that are mainly making use of these facilities include, but not limited to, Water and Sanitation, Solid Waste, Fire Services, Energy, Facilities Management and the Cape Town Stadium. The infrastructure that makes up the works around the municipal area is in some cases, interdependent and some are stand-alone.

This Contract is for the provision of parts, maintenance, repair and services to the Municipality's fuel tank and fuel pump installations in line with the City's stated objectives. This specification covers the supply of parts, installation, servicing, repairing and reconditioning of fuel tanks and fuel pumps and associated accessories that are vital to the functioning of the City's infrastructure.

Referring to Figure 1 below:

Reference A: Defines the infrastructure boundaries for this contract's intended scope of works; servicing, maintenance, repair, testing and calibration.

Reference B: Defines the scope of works outside of this specific contract. A separate 'AFS' contract manages and oversees this scope of works, previously known as 025S/2021/22.

Reference C: Defines the scope of works outside of this specific contract. A separate fuel supply contract manages and oversees this scope of works, previously known as 094G/2022/23.

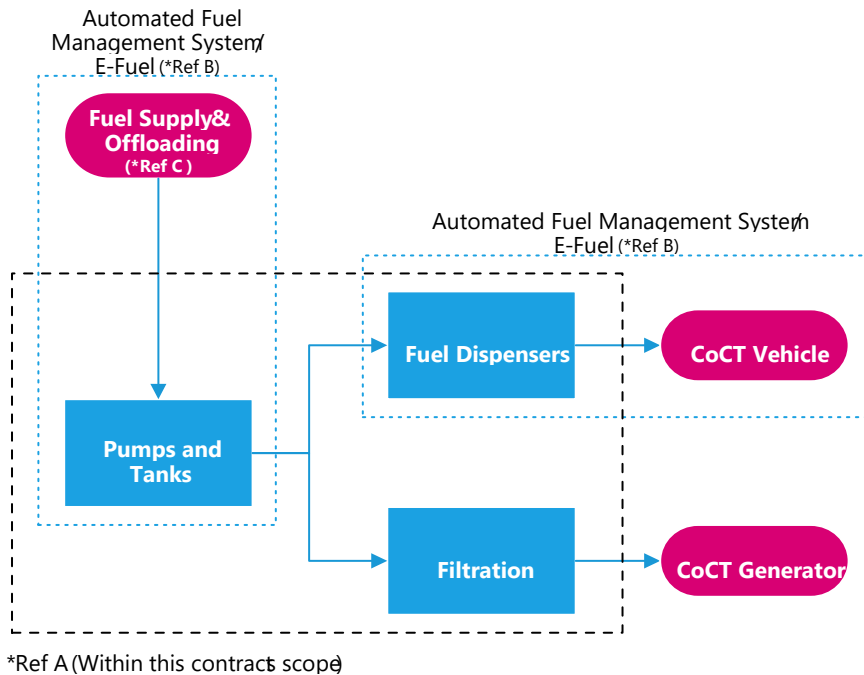


Figure 1: Process Flow Diagram indicating the contract scope of works

Services shall be on an as and when required basis as instructed by the Employers Agent. These Services may include:

- Cleaning, dismantling, inspection, servicing, and maintenance of existing fuel tanks, fuel dispenser systems, and the associated equipment
- Supply of and delivery of parts and spares to the various existing CCT sites, workshops and plants
- Installation of spares and parts, fuel nozzles, various valves and sensors etc.
- Refurbishment and repair of fuel tanks and coatings
- Calibration of instrumentation, flow meters etc.
- Statutory pressure testing of fuel tanks and leakage identification
- Site performance testing of pumps and submission of prescribed test reports and guarantees
- Provision of all materials, consumables, spares, service provider's plant and equipment, supervision as well as skilled labour necessary to undertake the required work.
- Provide detailed records for the proper reporting and accounting of parts and spares supplied as well as works executed.
- Liaise with the Employers Agent, follow up with the Original Equipment Manufacturer (OEM) for all possible warranty claims, charges and adjustments.

### 1.2.3 Extent of the works

### 1.2.3.1 List of Active Fuel Sites

The following list indicates the active fuel tank site details. This list is provided as indicative and the works is not limited to these facilities.

### 1.2.3.2 Frequency and site preparation:

Facilities are used daily. Shut downs for extended time periods will not be allowed. The City of Cape Town operation and maintenance personnel will schedule and identify the works required to ensure that the affected downstream and upstream operations are adequately dealt with.

Services include the isolation, preparation, including emptying the fuel tanks as and when necessary, performing the necessary assessments, maintenance, reinstating of the area, cleaning, liaising with the City of Cape Town operations and maintenance personnel as well as all applicable Health and Safety requirements for the full duration of the Works Package as required.

The Service provider will liaise with Operating and Maintenance personnel to arrange for safe workings conditions, ensuring proper lock-out procedures are followed before work can be executed on site.

### 1.2.3.3 Fuel Sites Within the City of Cape Town

For indicative purposes however not restricted to:

Name	Site Address	Material Description	Tank Capacity	Tank Below or Above ground	Contact person	Contact number	Average Drop Size
Water Services - Faure WTP	Old Faure Road – Firgrove	FUEL DIESELENE	9000 L	Below	Sandra Morflock	021 444 7043	4000
Water Services - Blackheath WTP	Polkadraai Road Blackheath	FUEL DIESELENE	4500 L	Below	Johannes De Bruyn	021 444 5566	2000
Steenbras Parks Catchment	Off N2 Grabouw	FUEL DIESELENE	4500 L	Below	Michelle Kareise	021 444 9682	2000
Water Services - Steenbras WTP	Off Marine Drive Gordons Bay	FUEL DIESELENE	4500 L	Below	Jamelle Sass	0214448038	2000
Water Services - Steenbras WTP	Off Marine Drive Gordons Bay	FUEL PETROL 95 UNLEADED	4500 L	Below	Jamelle Sass	0214448038	2000
Water Services - Voelvlei WTP	R44 Off Main Road Voelvlei Dam	FUEL DIESELENE	4500L	Below	Elma Marthinus	021 417 4839	2000
Water Services - Wemmershoek	R301 Paarl Road Wemmershoek	FUEL DIESELENE	2 x 2000 L	Above	Philemon Davids	021 444 7828	2000
Water Services - Wemmershoek W	R301 Paarl Road Wemmershoek	FUEL PETROL 95 UNLEADED	4500 L	Below	Elma Marthinus	021 417 4839	2000
Fire Services - Roeland Str. S	Roeland Street Cape Town	FUEL DIESELENE	4500 L	Below	Simon Clifford Abrahams	021 444 5805	2000
Fire Services - Roeland Str. S	Roeland Street Cape Town	FUEL PETROL 95 (LRP)	4500 L	Below	Simon Clifford Abrahams	021 444 5805	2000
Logistics - Ndabeni Diesel TSS	14 Oude Molen Road Ndabeni	FUEL DIESELENE	14000 L	Below	Moegamat Abrahams	021 444 5663	12 000
Logistics - Ndabeni Diesel TSS	14 Oude Molen Road Ndabeni	FUEL DIESELENE	14000 L	Below	Moegamat Abrahams	021 444 5663	
Logistics - Ndabeni Diesel TSS	14 Oude Molen Road Ndabeni	FUEL DIESELENE	14000 L	Below	Moegamat Abrahams	021 444 5663	
Kraaifontein- Waste Management	aroela & Sandringham Road Kraaif	FUEL DIESELENE	23000 L	Above	Nomazizi Mathabela	0214006012	8000
Belville South Landfill: Fuel	Sacks Circle Bellville	FUEL DIESELENE	23000 L	Above	Vuyani Buwe	021 400 3531	6000
Solid Waste - Swartklip TS	Swartklip Road Mitchells Plain	FUEL DIESELENE	9000 L	Below	Emile Mckerry	021 444 8731	4000
Water Services - Zeekoeivlei WTP	off Strandfontein Rd Zeekoeivlei	FUEL DIESELENE	2 x 23000 L	Below	Lionel Rossouw	021 444 9609	30000
Solid Waste - Coastal Park	Barden Powel Drive Muizenberg	FUEL DIESELENE	23000 L	Above	Ebrahim Mohamed	021 487 2717	10000
Solid Waste - Vissershok Store	Frankdale Road	FUEL DIESELENE	23000 L	Above	Nomfusi Dyonase	021 400 3397	12000
Athlone Transfer Station Diesel	Service Road Off Bhunga Avenue	FUEL DIESELENE	9000 L	Below	Gouwa Sauls	021 400 7091	40000
Cape Town Stadium	Fritz Sonnenberg Greenpoint	FUEL DIESELENE	23000 L	Below	Allen Pietersen	021 417 0116	10000
Civic Centre	Hertzog Street Cape Town	FUEL DIESELENE	23000 L	Above	Randal Felix	021 400 9203	10000
Steenbras Power Station	Off Sir Lowry Road G/Bay	FUEL DIESELENE	14000 L	Above	Jacob van der Merwe		6000
Steenbras Parks and Forests	Off N2 Grabouw	FUEL PETROL 95 UNLEADED	4500 L	Below	Michelle Kareise	021 444 9682	2000
Athlone Gas Turbines		FUEL;Aviation;Jet A1	3 x 75000 L	Above	Julian Hangford	0214449304	40000
Roggebaai Gas Turbines		FUEL;Aviation;Jet A1	3 x 100000L	Below	Julian Hangford	0214449304	40000

**1.3 WORKS EXECUTION****1.3.5 Plant, materials and Tools**

The service provider shall supply all the plant and tools required and all plant and tools shall comply with the requirements as stipulated in the Environmental and Occupational Health and Safety Act and the Construction Regulations (2014).

All plant, tools, equipment and consumables that are required for undertaking work shall be provided by the Service Provider and will be included in tender rates. All material, spare parts, components, equipment and accessories necessary for the works shall be supplied and installed by the Service Provider and included in the cost.

The rates and services supplied under this contract shall include compliance with the Health and Safety Specification as well as the requirements of the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations, 2014. Provision of and adherence to a Health and Safety Plan. Liaison, co-ordination and chairing of meetings in respect of Health and Safety requirements. Any other Health and Safety expenses incurred in complying with the requirements of the Contract.

All electrical equipment is to be suitably rated for application, in this environment typically flame and spark proof to Class 1 Division 1. All mechanical and electrical equipment is to be inspected and approved by the Employers Agent prior to use. No smoking anywhere on site except in designated smoking areas.

Compliance with the Environmental Management Specification in the Scope of Work and Environmental Management expenses incurred in complying with the requirements of the Contract. Compliance with the Waste Classification and Management Regulations shall be adhered to.

**1.3.6 Treatment of existing services/utilities**

The service provider shall familiarise himself with all existing services and liaise with all relevant authorities for the location and detection of existing services/utilities. The Service Provider shall also use all necessary means to locate and expose services/utilities without damage to such services/utilities, should it be necessary.

**1.3.7 Damage to services/utilities**

The service provider shall ensure that his employees do not interfere with, or cause damage to any existing services/utilities that may or may not hinder the operation of the Works/Plant and he shall instruct them to refrain from entering areas where they are not required to carry out any work related to the contract.

**1.3.8 Reinstatement of services/utilities and structure damaged during execution of the works**

The service provider shall be responsible for the reinstatement of all services/utilities damaged as a result of his activities while on site. All reinstatement and repair costs shall be fully borne by the service provider no claims against the City of Cape Town will be entertained.

**1.3.9 Utilities and facilities provided by the employer****1.3.9.1 Water Supply**

It is not expected that the Service Provider would need to obtain his own connection points from the Municipality's Water Supply for the execution of this Works as most sites will have connection points available.

Where water connection point is available these points will be allocated by the CCT with detail of: location, water quality, approximate pressure, and source.

Western Cape government and CCT, during the drought, issued by-laws restricting the use of potable water. These regulations need to be adhered to.

The Service Provider shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

The City of Cape Town accepts no responsibility for the shortage of water due to any cause whatsoever, nor additional costs incurred by the Service Provider as a result of such shortage where municipal water is available. No direct payment will be made for any costs incurred neither for the provision of a water supply point nor for the cost of water drawn.

#### **1.3.9.2 Power Supply**

The Service Provider may use the City of Cape Town's existing electricity supply and shall not be charged for reasonable use for the execution of tasks that fall under this Contract.

Where available the Electricity connection point, phase, source, will be allocated by the CCT.

The City of Cape Town accepts no responsibility for the availability, quality of supply, or lack of electricity. Where needed mobile generators will be supplied by the service provider.

#### **1.3.9.3 Laydown and Storage Area on site**

It is not expected that the Service Provider needs or requires storage areas under this Contract on site. However, if storage areas are required, these areas will be provided on the various sites and shall be indicated to the Service Provider on an ad hoc basis.

The Service Provider shall confine his storage of materials to the areas designated. On completion of the Works, the surface of the areas utilised shall be re-instated.

The Service Provider shall continuously clear up and make good when any service or facility is no longer required. He shall leave the employer's facilities in the condition they were before the Service Provider first made use of them.

The Service Provider shall continuously clear and dispose of waste and surplus materials to maintain the site in a tidy state.

#### **1.3.9.4 Sanitary Facilities**

The Service Provider may utilise existing sanitary facilities on the Site. The Service Provider shall ensure his personnel maintain these facilities in a good condition and shall always adhere to acceptable hygienic standards.

The Employer shall reserve the right to revoke access to these facilities for the Service Provider's personnel should they fail to adhere to acceptable hygienic standards. Should access to sanitary facilities be revoked, the Service Provider shall supply temporary or make alternate arrangements for sanitary use by his workmen.

#### **1.3.9.5 Lifting devices on site**

Where gantries and overhead crawl beams are available the service provider may make use of these facilities adhering to the Safe Loading Limitations and safe lifting practices as stipulated by the OHSAct.

### **1.3.10 Facilities / services provided by the Service Provider**

#### **1.3.10.1 Site Office**

No Site offices will be required under this Contract.

#### **1.3.10.2 Pump Inspections**

Before any disassembly actions, fuel pumps must be monitored correctly and accurately according to the design duty and operating parameters by competent personnel. The parameters shall be monitored to understand how a pump is performing; suction pressure, discharge pressure, flow, pump speed, pump efficiency and power.

A quality control example standard form template has been provided at the end of these technical specifications under heading 1.11.2 – Fuel Pump Quality Control Inspections.

The following shall be inspected during a site visit and recorded:

- Check the pump operating power.
- Check the pump capacity.
- Check the pump operating pressure.
- Check for unusual noise, vibration, and bearing temperatures.
- Check bearing lubrication and condition.
- Check the pump and piping for leaks.
- Check the shaft alignment,
- Ensure that there are no seal leaks
- Check that the foundation and the hold-down bolts are tight.

Before re-assembly all components shall be adequately lubricated according to the Original Equipment Manufacturer's specification. This includes:

- Pump end and drive end bearings;
- Seal Lubrication; and
- Driver lubrication

#### **1.3.10.3 Transport**

The Service Provider shall be responsible for supplying his own transport on- and off-site for employees and equipment for the duration of the works packages.

Pumps shall be assembled as complete as possible before removal from site. Stripped equipment shall be re-assembled as far as possible. Pumps may have been stripped to assess damage. Loose components e.g. keys, shall be tied or taped to the equipment to prevent loss. Equipment shall be properly marked and tagged with the appropriate address and functional location it has been removed from.

Equipment shall be placed on a pallet or dunnage and securely strapped down. Suitable shock absorbing material shall be used between the module and the pallet/dunnage, e.g. rubber mountings, conveyor belting, or rubber sheeting.

The Service Provider shall provide transport that is capable of handling the equipment safely, is roadworthy and has an up to date service record. Proof shall be submitted to City of Cape Town on request.

The Service Provider shall provide up to date inspection log sheets for cranes, slings, tie down straps and all other lifting equipment as required by the OHS Act of 1993.

Notwithstanding the above the Service Provider shall submit a safety management plan or policy governing maintenance of equipment and facilities.

Pumps, Motors and other equipment shall be tied down to prevent any movement or toppling over during transport.

Damage to equipment during transport shall be for the account of the Service Provider.

Equipment that is returned shall be suitably protected against the elements. Protection like plastic shrink wrap is acceptable.

Bidders are hereby informed that transport costs associated with the Tender shall be reimbursed to the successful tenderers based on the distance travelled during the transportation process. Successful tenderers will be obligated to furnish detailed log sheets documenting the kilometres travelled and specifying the type of vehicle utilized for the transportation.



It is imperative that transport costs are invoiced separately from other charges. Reimbursement shall be calculated in accordance with the prevailing rates outlined in the Automobile Association of South Africa for the current period.

By participating in this tender process, bidders acknowledge and agree to adhere to these stipulations regarding transport cost reimbursement.

#### **1.3.10.4 Bolts / Nuts / Gaskets**

Existing undamaged Bolts and Nuts will be re-used provided it is still in a good state. Where Bolts and nuts need to be replaced the replacement will be supplied by the service provider.

All gaskets, part of the works package, need to be replaced and is included in the cost structure provided by the service provider. Klinger or similar quality gaskets will be used.

The condition assessment and replacement of Bolts, Nuts, Washers and Gaskets will be agreed by the Employer's Representative before new components can be installed.

#### **1.3.10.5 Site Lifting Equipment**

The service provider will ensure that sufficient lifting equipment is available to perform the works should there be no such equipment available for use on site.

#### **1.3.11 Delivery Period and Times**

All scheduled supply, delivery, service, repair and maintenance work must be completed in an agreed time frame and within normal working hours. Overtime and after-hours work shall only be considered if instructed by the Employer's Agent.

#### **1.3.12 Management of Redundant Equipment**

All replaced parts and components will be returned to the CCT site where it originates from.

The Service Provider shall keep a record of all scrap generated by the replacement of parts. This record shall refer to the serial number it is generated from.

Scrap shall be stored separately and shall be delivered to site indicated by the Employer's Representative. The relevant CCT Loss Control section will advise on how the scrapped assets will be disposed of.

Any pump or equipment deemed as uneconomical to repair will be assembled and returned to the site from which it was collected.

#### **1.3.13 Advertising Rights**

All notices, signs and barricades, as well as advertisements, may be used only if approved by the City of Cape Town. The Service Provider shall be responsible for their supply, erection, maintenance and ultimate removal.

#### **1.3.14 Site Access Control**

Sites vary in terms of access control, between large operating plants and isolated standalone facilities. The Service Provider shall adhere to the site specific safety and security procedures and protocols. The site shall be managed and used for its intended purpose. The service provider shall comply with access control measures as enforced by the various site security agents.

#### **1.3.15 Site Establishment**

It is not anticipated that formal site establishment will be required under this Contract.

#### **1.3.16 Alterations, Additions, Extensions and Modifications to Existing Works**

No alterations, additions, extension and modifications to existing works will be required under this Contract, unless specifically instructed so by the City of Cape Town.

### **1.3.17 Design**

No design will be required under this contract. The works will be serviced, repaired, maintained, refurbished to the original design intended as stipulated by the system design and the Original Equipment Manufacturer.

Deviation from original parts may only be done on written approval of the Employer's Agent and proof of compliance to design and quality requirements may be requested.

## **1.4 MEASUREMENT AND PAYMENT**

### **1.4.1 Rates**

Unit Rates: need to consider the below expenses

- All administrative expenses.
- All supervision fees.
- Tools, equipment and auxiliary equipment.
- Miscellaneous items such as bolts, nuts, lubrications, etc.
- Safety equipment.
- All tariffs, levies, taxes payable by the Service Provider.
- All expenses to restore the site/workplace to its original condition.
- All equipment needed to comply with the Regulations of the Occupational Health and Safety Act and the By-Laws of the CCT.
- Payment in terms of Royalties and Patent Rights (if required).

In the event of any dispute arising from whether such pricing is market related or not, three quotations will be called by CoCT for the same material from three different suppliers and the cheapest of the three will be accepted by the contractor and CoCT as the market related value.

### **1.4.2 Mobile Plant, Tools and Equipment Charges**

**Unit: hour (hr)**

Plant and equipment are the tools required to complete the works. Plant and equipment can typically include: mobile crane, lighting, generator, air compressor etc.

The unit of measurement shall be an hourly rate to establish, operate and de-establish mobile plant, tools and equipment required for the Works. All equipment used and claimed for must clearly be stated in the Works Package and Works Programme.

The rate shall include charges for overheads, fuel, maintenance, charges and profit. The requirements for rigging and lifting equipment shall be the responsibility of the Service Provider. The rates shall include full compensation for all costs related to travelling, inspecting and assessing the site.

The rates for plant shall, in addition, cover the cost of insurances, hiring where required, consumable stores, operating fuel and maintenance.

### **1.4.3 Transport Charges**

**Unit: kilometre (km)**

The unit of measurement shall be a kilometre rate for the transport and delivery of materials, equipment, mobile plant and labour to site and workshop as ordered by the Employer's Agent.

The rate shall include charges for overheads, fuel, driver, delivery, loading, offloading, maintenance of vehicle, and profit.

### **1.4.4 Labour charges**

**Unit: hour (hr)**

The unit of measurement shall be an hourly rate to supply the required labour as specified by the employer's agent. Normal rates include all labour required.

The unit rates for labour and plant, or the percentage allowances for addition to the net cost of labour and materials shall cover overhead charges and profit, site supervision and site staff, insurances, holidays with pay, and use and maintenance of tools and equipment. The rates or allowances shall also cover travelling allowances or travelling costs, lodging allowances and any other emoluments and allowances payable to the workmen.

Rates include all incidental costs, equipment, hand tools, power tools and safety equipment.

Separate items will be listed in the Bill of Rates for different labour types and working hours.

#### **1.4.5 Supply of spares**

**Unit: %**

As stipulated by the applicable Original Equipment Manufacturer.

The tendered rate shall include full compensation for procuring and handling as well as all royalties, patent rights, guarantees as supplied by the OEM.

Items need to be clearly indicated with reasoning why the part is required on an inspection report.

A detailed itemised list indicating the Brand / OEM where the individual parts were purchased with part numbers and price.

In the event of any dispute arising from whether OEM pricing is market related or not, three quotations will be called for by CCT for the same part or spare from three different suppliers.

#### **1.4.6 Signage & Consumables & Sundries**

**Unit: Ea**

The unit of measurement shall be the number of units supplied.

#### **1.4.7 Coat Preparation**

**Unit: Per m<sup>2</sup>**

The unit of measurement shall be based on area measurement.

The rate shall include charges for overheads & consumables.

#### **1.4.8 Cleaning and Disposal**

**Unit: Per m<sup>3</sup>**

The unit of measurement shall be based on volume.

The rate shall include charges for overheads, loading, disposal and certificates.

### **1.5 MANAGEMENT**

#### **1.5.1 Identification Services Required**

The Service Provider shall be notified by the Employer's Representative if any services are required.

The Employers Agent will inform the service provider of any part or spares requirements to be delivered to the municipal depots or to the sites or of specific fuel tanks and fuel pumps that need to be serviced, repaired and maintained.

Due to the uncertainty and fluctuation of the Municipality's requirements, no indication can be given as to the quantities of the above-mentioned items which will be required under this contract. The Service Provider will

therefore be required to supply the requirements in such quantities as may be required by the Municipality from time to time. When supplies are required, the CCT will endeavour to place orders on an as- and- when-required basis, as far in advance as possible.

#### **1.5.2 Works not to Interfere**

The various operations that make up the Works will be operational throughout the Contract.

The Service Provider shall ensure that the Works do not affect operations without good reason and that there is access at all times.

The Service Provider may be required to supply temporary fuel pumps from time to time to ensure the plant is not hindered in any way, an applicable rental rate is to be provided as part of the price schedule.

#### **1.5.3 Overtime work on Site**

Overtime on site will only be allowed if exclusively requested or approved by the Employer's Agent. A written request with supporting evidence is required if the Supplier requests overtime work. Overtime work will only commence after the approval is received from the Employer's Representative. Normal working hours on site is generally from 8:00 to 17:00 on weekdays.

#### **1.5.4 Sequence of the Works**

The Service Provider shall be responsible for determining the sequence of the tasks per works package, and shall be captured in a works package program / schedule with detailed tasks and durations which shall be subject to the approval of the Employer's Agent.

#### **1.5.5 Competent Personnel**

Only competent personnel that have been adequately trained by the Service Provider shall execute all the required work.

#### **1.5.6 Communication**

The Service Provider shall ensure that he is accessible by telephone, email and a cellular telephone connection to ensure that he can be reached during normal working hours. Services may be required in an emergency outside of normal working hours therefore an Emergency contact number will need to be made available.

The specific works package initiated by the CCT will list the specific CCT contact details of relevant operating and maintenance personnel at the various installations.

Should CCT or operating and maintenance personnel determine or suspect that preventative, corrective or breakdown maintenance is required, a call shall be logged through the Employers agent to reach the Service Provider as soon as possible.

#### **1.5.7 Works Scheduling and Approval**

The Service Provider shall visit the site and submit a detailed works programme to CCT seven (7) days or earlier prior to work commencing on site, unless stipulated as an emergency whereby submission is required as the emergency require.

The schedule of works / programme shall clearly indicate the detail and nature of work to be completed, which section of the works will be effected, a detailed schedule clearly indicating the duration of work (kick-off date to date of commissioning).

Only once the works schedule / programme has been approved by the City of Cape Town will the Service Provider be allowed to proceed with the Works.

The Works execution Programme to be submitted to the Employer, by the Service Provider shall;

- a) List the detailed tasks and duration of each task;
- b) List the plant, tools and equipment that will be used;
- c) Clearly identify all the major maintenance activities that may have a significant impact on the day to day operations of the site;
- d) Clearly indicate hold point inspections required by the employer either on site or within the service providers workshop
- e) Indicate submission of required documentation;
- f) Take full cognizance of all the Service Provider's risks and obligations in terms of the Contract.

#### **1.5.8 Inspection Reports**

An electronic inspection form must be completed and send via email or memory-stick / flashdrive to the employer's agent including all required test reports and photos after every service, refurbishment, reconditioning or repair. Quality Control Inspection / Reporting Templates have been included at the end of these technical specifications under Section 5.11.

The inspection form will indicate clearly the site details, fuel tank material, lining, age, condition, pump make and model as well as detail the work that was or needs to be carried out, photograph of the equipment nametags, photograph of the works being carried out or disassembled or defects on site, indication of defects that requires replacement of the parts.

#### **1.5.9 Acceptance Of Equipment And Material**

##### **1.5.9.1 Approval of Parts and Equipment**

Parts will be accepted based on receipt of the Original Equipment Manufacturer and proof of replacement of the original parts. Replaced parts will be inspected by the agent of the City before equipment is fully re-assembled.

The equipment and material will be accepted at the place of delivery and/or installation based on compliance with inspection reports.

Rejected items will be held at the risk and expense of the Service Provider, who before such items are replaced, will pay full railage, shipage or airfreight from the place of delivery to the place rejected; also handling charges, storage and customs duty, if any. Rejected items will, if required, be replaced by the Service Provider/Seller immediately on receipt of notification of the rejection.

##### **1.5.9.2 Uniformity**

All items of the same type of equipment shall where possible be of the same make and type throughout the installation to ensure performance, quality, interchange ability and uniformity. Parts and pieces of equipment belonging logically together shall be from the same supplier.

##### **1.5.9.3 Workshop Tests**

The Employer's Agent shall, at his discretion, call for workshop tests and to witness such tests on selected pumps.

##### **1.5.9.4 Site Testing and Test Certificates**

The Contractor must carry out tests in accordance with the requirements of the recognised standards. Site tests will be done according the relevant quality procedures and inspection reports see 1.5.8 Inspection Reports.

##### **1.5.9.5 Additional Tests**

Additional tests of the manufactures equipment, material or works, on site or elsewhere, as in the opinion of the Employer's Representative are deemed necessary to determine that the contract works comply with the conditions of this specification, whether under test conditions or in normal service, may be called for and the Contractor must bear the costs of all tests carried out if it was determined that the equipment, material or works do not comply with the specification. The time and date of any test(s) that the Employer's Representative or Authorised Person will witness, must be mutually agreed upon.

#### **1.5.10 Permits**

The Service Provider shall be responsible for obtaining all necessary permits and wayleaves where required.

No special import permit will be issued and Service Providers are required to supply either goods of South African manufacture or goods imported under their normal quotas, if the service provider is requested to supply the material.

#### **1.5.11 Handing Over Procedure**

Before presenting the works for handover, the Service Provider must hand over the following:

- Proof of work done and parts replaced.
- All test certificates.
- Any other information as required by the CCT commissioning, quality control procedures.
- Commissioning report.

The Service Provider will conduct an inspection to satisfy himself that the work has been completed to the requirements of the Specification and that the Workmanship complies with the expected standard. Only after electrical, mechanical tests and all other required tests have been conducted and test reports issued can the works be handed over to the CCT. Before final hand over the CCT may also carry out their own quality control tests and inspections checks and any concerns and issues will be reverted back to the Service Provider for rectification.

#### **1.5.12 Provision of Consumables**

All consumables and lubrications used shall be suitable for application as per the service requirements of the Original Manufacturers specifications as detailed in the pump's service manual. Deviation from this will only be allowed if approved in writing by the Employers Agent.

### **1.6 STANDARDS & SPECIFICATIONS**

It shall be the responsibility of the Service Provider to obtain the most recent copies of the relevant editions of the Standards and Specification documents referred to in this document, particular reference is made to the City of Cape Town's "Standard Specifications for Mechanical Works – Water and Sanitation".

The Service Provider shall also obtain copies of these Standards in order to complete the works, which are available from the South African Bureau of Standards.

All fuel tanks, fuel pumps and spares supplied must conform to the following relevant specifications unless otherwise indicated by the Employer's Agent.

- the appropriate South African Standard Specifications (SANS) or British Standard Specifications (BS) and any amendments thereto
- Standards and Specifications as stipulated by the Original Equipment Manufacturer.

All parts and equipment incorporated in the Works shall be sound and undamaged. The following regulations and standards apply:

- Occupational Health & Safety Act No. 85 OF 1993, and Regulations

- National Environmental Management Waste Act (NEMWA) 59 of 2008
- Environmental Conservation Act 73 of 1989, and Regulations
- Construction Regulations 2014

Where a SANS Standard does not exist or if not applicable, the relevant IEC or BS Standard shall be applicable:

- SANS 1598 –Automotive Fuel – Requirements and Test methods for petrol
- SANS 10142 –The Code of Practice for Wiring of Premises
- SANS 1830 (2006): Flexible piping for underground use at service stations and consumer installations;
- SANS 310: Storage tank facilities for hazardous chemicals – Above ground storage tank facilities for flammable, combustible and non-flammable chemicals
- SANS 1535 (2007): Glass-reinforced polyester-coated steel tanks for the underground storage of hydrocarbons and oxygenated solvents and intended for burial horizontally; and
- SABS 0158: Glossary of terms for quality assurance and quality control
- SABS Code of Practice 064: The preparation of steel surfaces for coating
- SABS Test Method 772: Profile of blast cleaned surfaces for painting (determined by a micrometer profile gauge)
- SABS Test Method 769: Cleanliness of blast cleaned surfaces for painting (assessed by freedom from dust and debris)
- SABS Test Method 141: Dry film thickness of paint coatings by means of electro-magnetic flux or eddy current type gauges
- SABS 1217: Standard specification for the production of painted and powder coated steel pipes.
- ISO 8501-1: Preparation of steel substrates before application of paints and related products - Visual assessment of surface cleanliness

**SANS 10131:2004** -> Above-ground storage tanks for Petroleum Products

*“Covers the above-ground storage and handling of petroleum products at consumer installations with a total storage capacity not exceeding 200 000 litres. Specifies the design, manufacture and construction of above-ground storage tanks not exceeding a capacity of 85 000 litres”*

**SANS 10089-1:2008** - The Petroleum Industry, Part 1: Storage and distribution of petroleum products in above-ground bulk installations

*“This part of SANS 10089 covers the layout and design of petroleum bulk depots, and the installation of equipment of the types normally used for the handling, storage and distribution of petroleum products and their derivatives, other than equipment that is used for storage and dispensing on consumer premises (including service stations) and for which relevant standards exist”*

**SANS 10089-2:2017** - The petroleum industry Part 2: Electrical and other installations in the distribution and marketing sector

*“This part of SANS 10089 covers the recommended safe practices in the design, construction, installation and maintenance of electrical, earthing and bonding systems intended to be used in flammable and combustible liquid storage, pumping, distribution and marketing facilities. It is not intended that this standard should apply to refineries or exploration facilities, unless any of these installations are similar to facilities listed above.”*

**SANS 10089-3:2010** - The petroleum industry Part 3: The installation, modification, and decommissioning of underground storage tanks, pumps/dispensers and pipework at service stations and consumer installations.

*“This part of SANS 10089 covers provisions for the installation of underground storage tanks of individual capacity not exceeding 85 000 m<sup>3</sup>, pumps/dispensers and pipework at service stations and consumer installations.”*

**SANS 10108:2023** - The classification of hazardous locations and the selection of equipment for use in such locations.

*"This standard covers the classification of surface and underground locations in which fires or explosions can occur owing to the presence of flammable gases, vapours or mists, dusts, fibres or flyings in the air, in order to permit the proper selection of electrical equipment and mechanical equipment, such as compression-ignition engines (diesel engines), to be used in such locations. The classification is based on the type of substance liable to cause a fire or an explosion, and on the frequency or probability of the occurrence of explosive conditions."*

**SANS 10400** - The application of the National Building Regulations

### **1.6.5 Manufacturers' Specifications, Codes of Practice and Installation Instructions**

All equipment and materials shall be installed, serviced and repaired strictly in accordance with the Original Equipment Manufacturer (OEM) specifications, instructions and codes of practice.

### **1.6.6 Quality Management**

The service provider will indicate their in-house quality control procedures that are followed. The accreditation of the service provider's quality procedure by an accredited quality control agency will be an advantage. The painting/coating contractor shall provide evidence of his competence to apply the specified materials in the specified manner and to apply the necessary Quality Control procedures. The Engineer, at his discretion, may demand a Quality Audit of the Service Provider's facilities by a technically competent and independent organization. The audit shall be carried out at the Service Provider's cost.

The Service Provider shall provide a Quality Plan to show the stages at which Quality Control will be carried out. The Quality Plan is subject to approval by the Engineer, who may require it to be revised if considered inadequate. The cost of revision shall be borne by the Service Provider.

The Engineer will require a Program of Work so that Quality Surveillance inspection can be planned and executed at the appropriate time according to the Service Provider's program.

## **1.7 MAINTENANCE OF FUEL DISPENSERS AND TANKS**

The service provider undertakes to carry out the servicing, repairs, maintenance, testing and calibration of various fuel dispensers, tanks, pumps and associated equipment as per the list of sites provided above.

The service provider undertakes to verify, at least once every 18 months, the calibration of the fuel dispensers and make the necessary adjustments / proposals required. (Various sites may indicate alternative schedule intervals / ad hoc follow repairs)

### **DEFINITION OF MAINTENANCE**

Typical fuel dispenser brands installed at various sites include but not limited to:

- Wayne
- Gilbarco
- Prowalco
- Tokheim

The works to be carried out by the service provider on the fuel dispensers shall align with SABS 1020 requirements along with the following:

#### **Preventive Maintenance:**

This involves a series of checks made to ensure the smooth running of the fuel dispenser system in accordance with an approved O&M maintenance plan.

These checks shall include:

- The accuracy of the volume totalizer.
- The state of hoses, and nozzles.



- The pumps, the meters and air separator, gauging and correction of the flow rate if necessary.

**System maintenance:**

- Cleaning: changing of filters
- Motor: greasing the motor, checking cable glands
- Miscellaneous: tightening of clamping rings and bolts, and examining the state and tightness of 'V' belts
- The seals: Checking and remedying the integrity of the seals

**Volume / price counter (mechanical counter):**

- Greasing of the reset mechanism
- Check & rectify: volume against unit price
- Check & rectify the alignment of zeroes
- Check & rectify of the similarity of both dispenser faces.

**Volume / price counter (electronic counter):**

- Check & rectify for good general running
- Check & rectify product and volume
- Check & rectify the similarity of reading on both sides of dispenser
- Check & rectify the figures display tubes
- Check & rectify the state of the battery

**Body:**

- Check & rectify interior of pumps for signs of leakage
- Check & rectify moving parts and grease them
- General clean-up of glasses, dials, lighting system, panels.

**Electronic equipment (if present):**

- Check & rectify the electricity supplies and logical circuit relays
- Check & rectify the connection boxes for integrity of connections
- Check & rectify pulser unit for accuracy of dual phase pulsers
- Check & rectify the cable-glands.

The works to be carried out by the service provider on the fuel tanks shall align with SANS 10131 and SANS 10089 as applicable along with the follow:

**Tanks:**

- Check & rectify for water and fuel in tank manholes
- Check & rectify the leak detector if applicable
- Check & rectify the tester of filling limiter if applicable
- Check for water in tanks and remove
- Check & rectify the positioning of fill pipes & dust caps for water tightness
- Check recording of the fuel quantity in the tank.

**Flow rate check**

Any repair of a volume / price counter, a meter or a pump will automatically be followed by a calibration check. During each preventive maintenance visit, that is to say twice a year, every pump will be recalibrated.

All tests to be witnessed and verified by the applicable employer's agent.

**Reports**

A report will follow each type of maintenance. The name of the Employers agent or the relevant witness attending will feature on this report.

**GENERAL CONDITIONS OF MAINTENANCE**

The following obligations fall under this contract:

The fuel dispenser:

- Repair/ replacement of every defective part of the dispenser
- Repair/ replacement of electronic CPU / dispenser head boards
- Electrical and mechanical repairs within any fuel pump housing including submersible pumps and circuit breakers
- The reconditioning or re-building of faulty components
- Panel change-over
- Replacement of worn out hoses/nozzles
- Replacement of operating handles
- Annual safety checks on submersible pump leak detectors, logging each such safety check in a database and reporting tests to contract administrator.
- Site accident repairs including any make safe measures and completion of accident damage reports.
- Maintenance of the body in twice yearly preventive maintenance
- Suction line pressure test
- Repair of leaking suction lines, including check valves
- Replacement of electrical accessories on the fuel dispenser system

The fuel storage tank:

- Tank pneumatic pressure testing
- Cleaning and grinding (if necessary) of tank check valves.
- Checking cleanliness of tank manhole.
- Checking that vents are free of dirt.

#### **Quotations for Parts**

In cases where repairs cannot be effective on the spot by labour resources alone, the service provide will provide quotations to the employer's agent containing both the original equipment manufacturers parts alone with alternative generic part options available.

### **1.8 PNEUMATIC PRESSURE TESTING OF STORAGE TANKS**

#### **Scope**

This following procedure shall apply to pneumatic testing and stipulates the minimum requirements to ensure the prescribed tests are conducted to the mandatory requirements, namely SANS 10131:2004 and ASME VIII Div. 1.

#### **Responsibilities**

The service provider works foreman shall be the responsible for the preparation of the unit for pneumatic testing. This will include the supporting, blanking off, fitting of gauges, and filling the unit with air pressure. He/she will also give appropriate notification of the test to the employer's agent witnessing and ensure all site applicable requirements are met.

The service provider quality control inspector shall be responsible to ensure that the inspections and tests are performed and accepted, the unit is adequately supported, all the required documentation and certificates are available. He will further ensure that the test is done under his direct supervision and in accordance with the required code and contractual requirements.

#### **Pressure Gauges**

- Only gauges calibrated every year by an SANAS Accredited Laboratory shall be used to verify the pressure monitoring by mercury manometer. Valid Calibration Certificates must be available at the time of test and must form part of the data package.
- The gauges selected shall be in a range of 1.5 to 4 times the test pressure and shall be mounted on the highest point of the unit to be tested.

## **Preparation for Pressure Testing**

The unit shall only be prepared for pneumatic pressure testing after:

- Acceptance of the visual and dimensional Inspection
- Acceptance that all non-destructive evaluation is done and accepted

On proof of this acceptance, a release for pressure testing will be issued to production.

The unit shall be positioned in such a manner so as to ensure that all areas to be examined are easily accessible – normally, horizontal and on supporting saddles.

The unit shall be blanked off by the using:

- Blanking-off flanges of at least an equal pressure rating to the nozzle or opening being blanked.
- Same gaskets as specified on the drawing
- Full bolting to close openings, except that stainless steel bolting shall not be used.

Where practically possible, the vent point of the unit subject to test shall be closed by suitable means to ensure that no loss of pressure can occur.

The unit shall be filled with air from a separate point than the gauge point, to facilitate constant pressure monitoring.

## **General Test**

After connection of the pneumatic supply and gauge, the unit shall be subjected to the pressure required per code. (Drawing / Design calculation requirements). The specific test pressures for the referenced contract shall be as stated on the drawing / name plate.

- A. All welded joints shall be subjected to the specified pressure at least once. The test pressure shall be maintained for at least the duration of the test or until the quality control inspector and employer's agent is satisfied there are no leaks or other apparent defects. All weld joints are brushed with a soap and water solution of suitable volume to detect bubbles, which will signify defects / leaks.
- B. Any defects found are identified and upon test completion, the vessel is de pressurized at a controlled rate, where after the defects are repaired.
- C. The vessel is then once again pressurized in the prescribed manner and rechecked for compliance.
- D. After the employer's agent approval, the vent cocks shall be opened to reduce pressure at a controlled rate, similar to the rate that the unit was pressurized in the presence of the employer.

## **Test Sequence of Vessel Pressure Test**

The complete vessel will be tested as a complete unit.

## **Documentation**

The following reports will be completed at the time of testing and endorsed by the third party inspection authority and client:

- Pneumatic Pressure Test Report
- Pressure Gauge Calibration Certificates

The reports shall be of a quality suitable to produce clear and legible copies, and will form part of the data book.

## **Pressure Test Detail and Sequence**

1. Vessel Position
2. Horizontal

3. Fit Pressure Gauges
4. Highest Nozzle
5. Connect Pump to Lowest

#### Pressurise Sequence

- |   |            |
|---|------------|
| 1. Pressurise to (P1) (not more than 2/3 of Test Pressure (TP)) | <2/3 of TP |
| 2. Wait for (T1)  | 10 minutes |
| 3. Pressurise to Test Pressure (TP)                             | 45 kPa     |
| 4. Hold Pressure for  | 1 hour     |
| 5. Drop Pressure for Inspection (not less than 2/3 of TP)       |            |
| 6. Perform inspection   |            |
| 7. Drain completely   |            |

Minimum metal temperature to be 16 degrees Celsius or more

Minimum water temperature > 5 degrees Celsius

#### 1.9 SANS 10131:2004, SUMMARY OF IMPORTANT ASPECTS

10. Selection and installation of electrical equipment shall comply with the following:

- A. The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);
- B. SANS 10089-2;
- C. SANS 10108; and d) SANS 10142-1

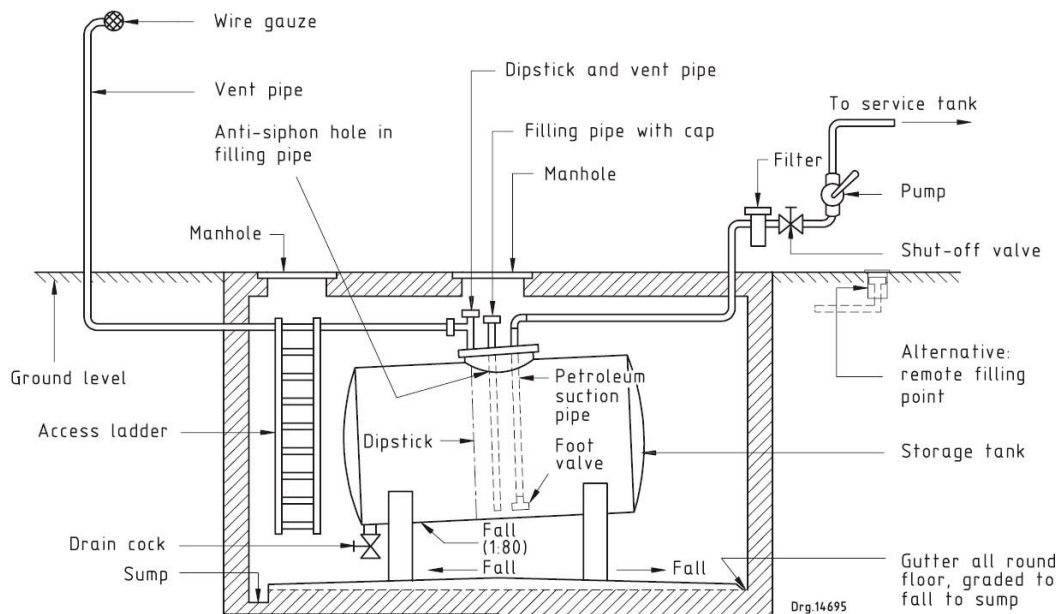


Figure 2: Typical tank installation in a chamber

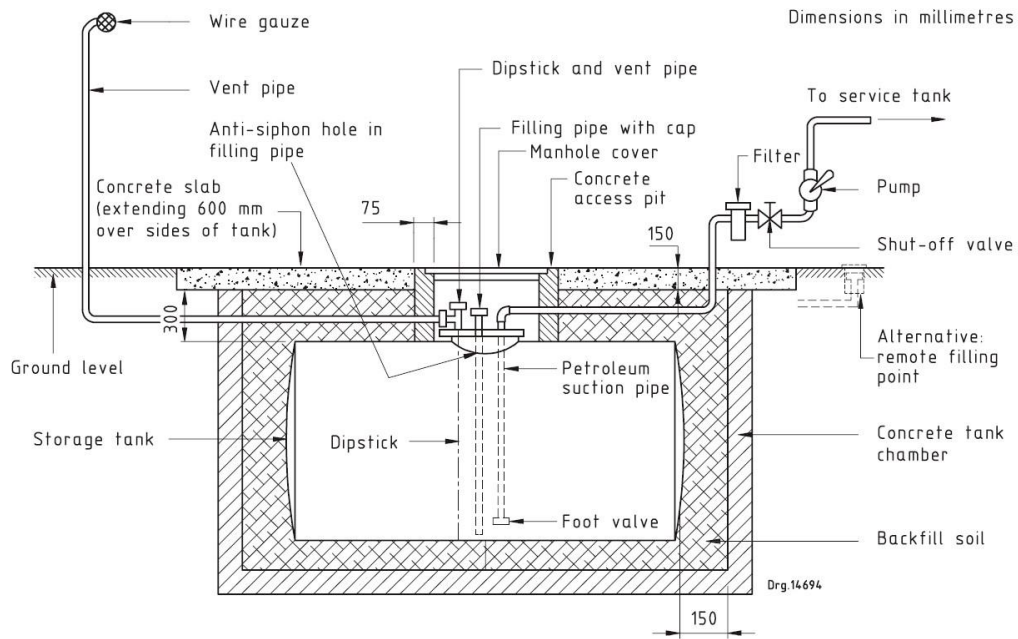


Figure 3: Typical tank installation in a sand-filled chamber

Figures 4 below: A guide for the safe erection of a BTF tank on a low stand:

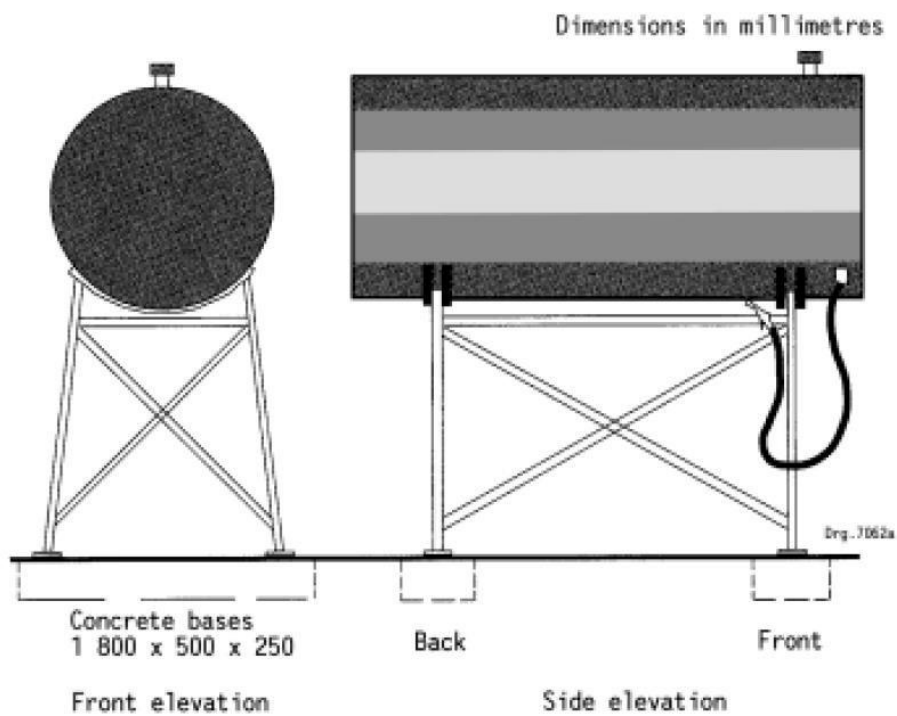


Figure 4(a) - Above ground tank - Front and side elevations

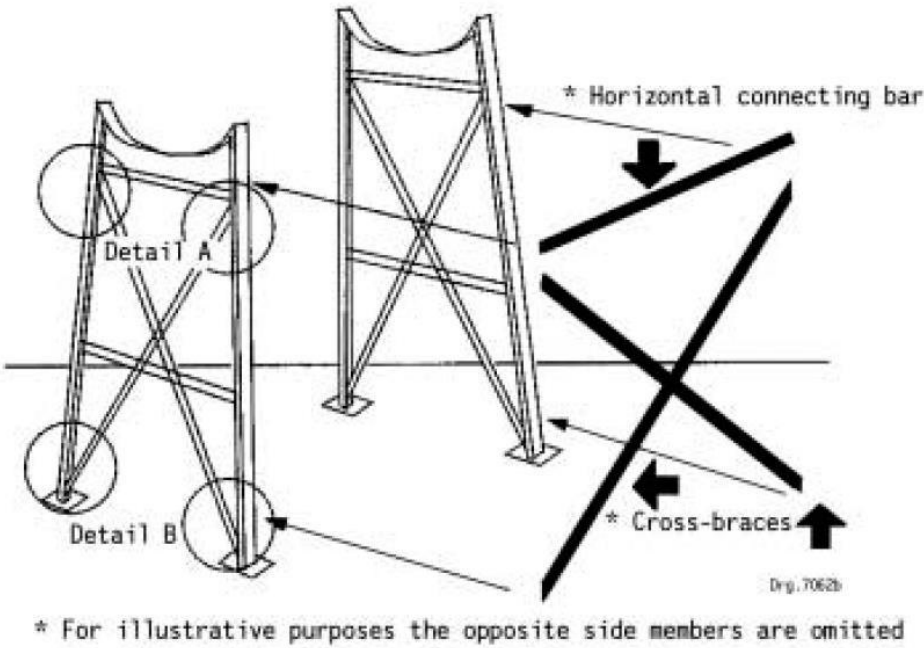


Illustration 1

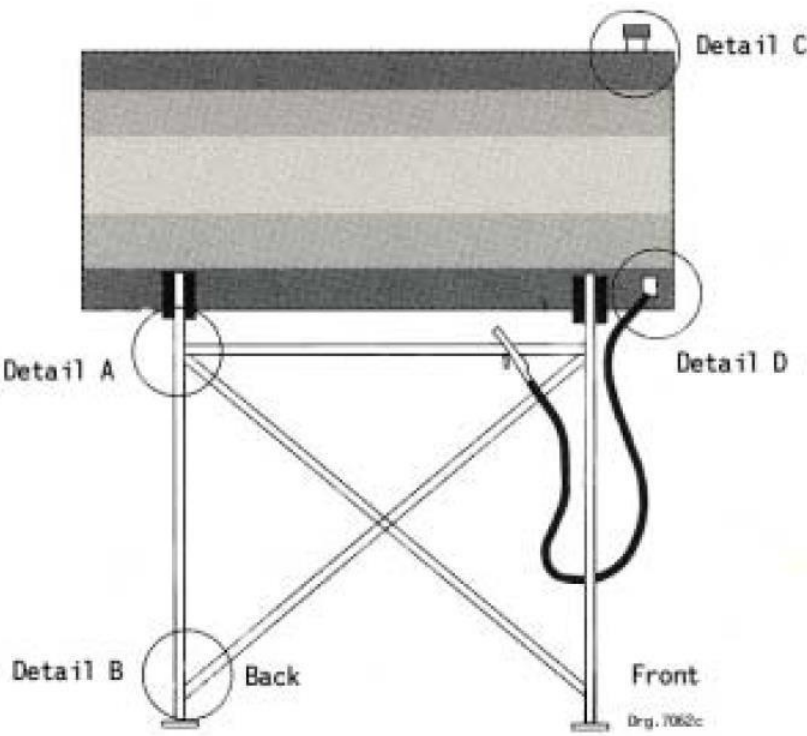


Illustration 2

Figure 4(b): Side elevation, details A, B, C and D

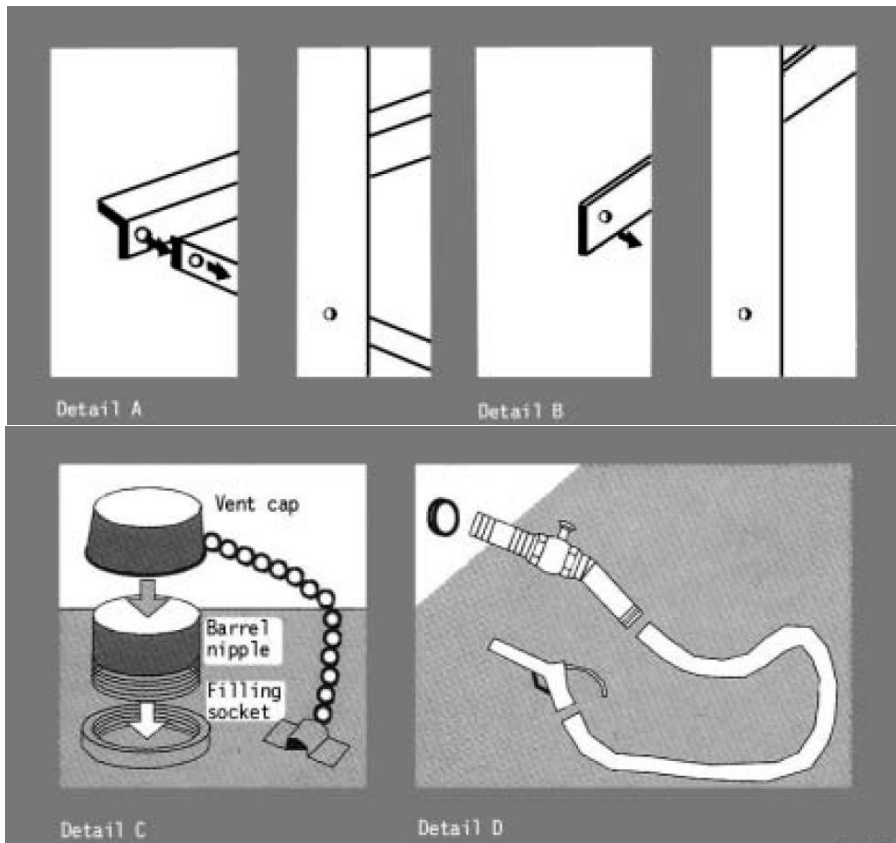


Figure 4(c) – Details A, B, C and D illustrated

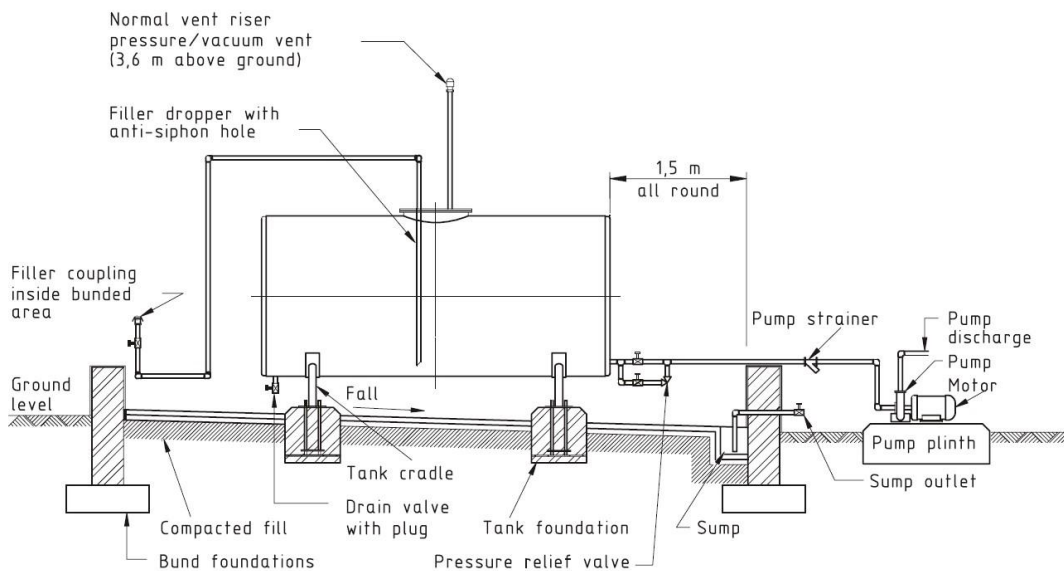
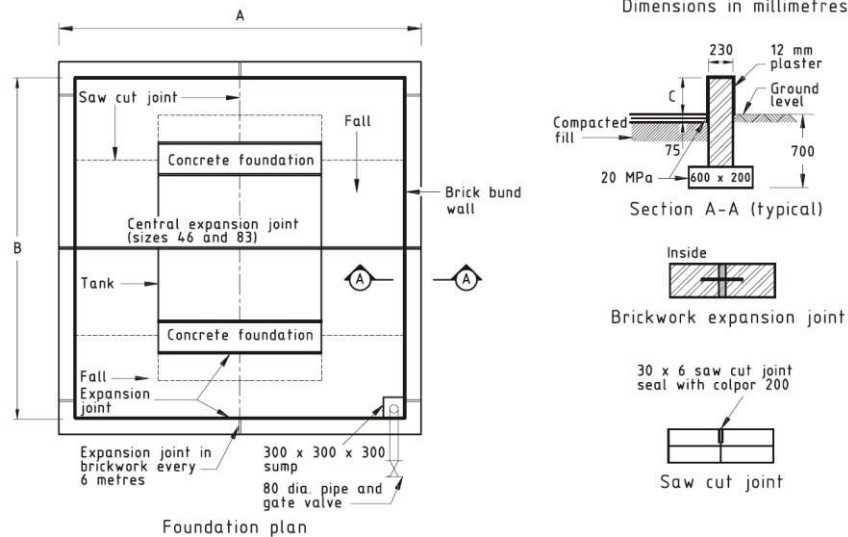


Figure 7: Typical horizontal cylindrical storage tank with bund wall for above-ground storage



1	2	3	4	5	6
Tank size m <sup>3</sup>	Tank length m	Tank diameter m	Bund width A m	Bund length B m	Wall height C m
4,5	1,87	1,870	4,654	4,870	0,35
9,0	3,68	1,870	4,654	6,680	0,35
14,0	5,40	1,870	4,654	8,400	0,40
23,0	5,40	2,325	5,655	8,400	0,55
46,0	7,20	2,870	6,854	10,500	0,70
56,0	8,66	2,870	6,854	11,660	0,78
83,0	13,60	2,870	6,854	16,900	0,80

Figure 12: Bund construction

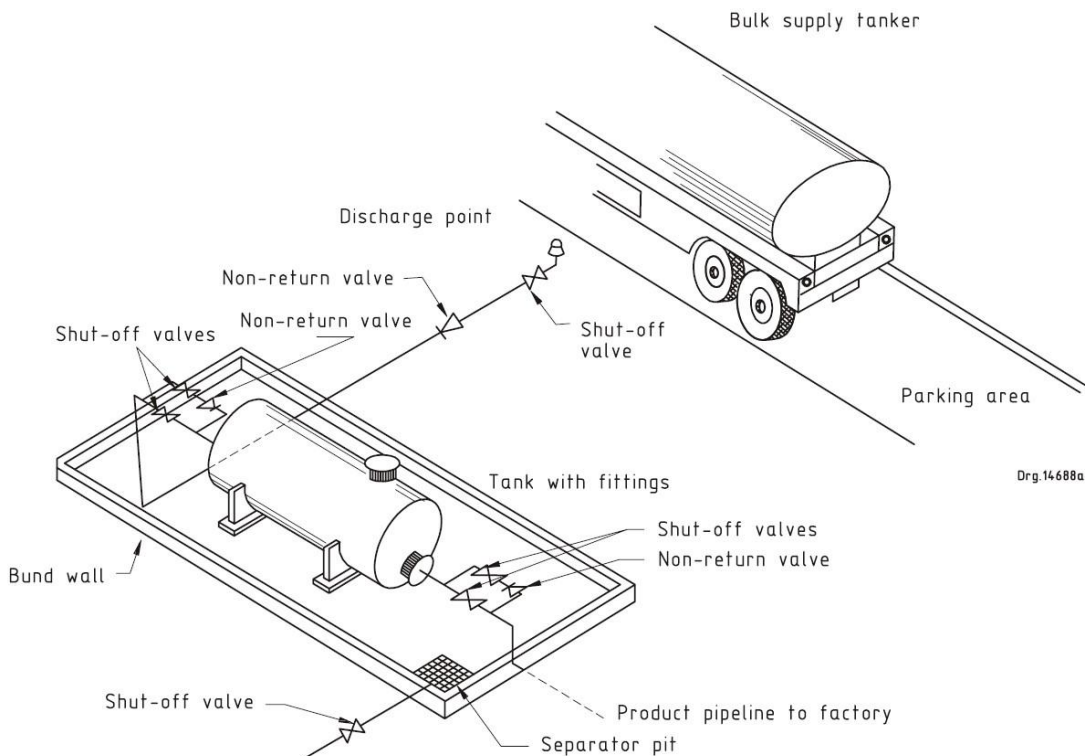


Figure 15: Bulk tanker delivery to horizontal tank



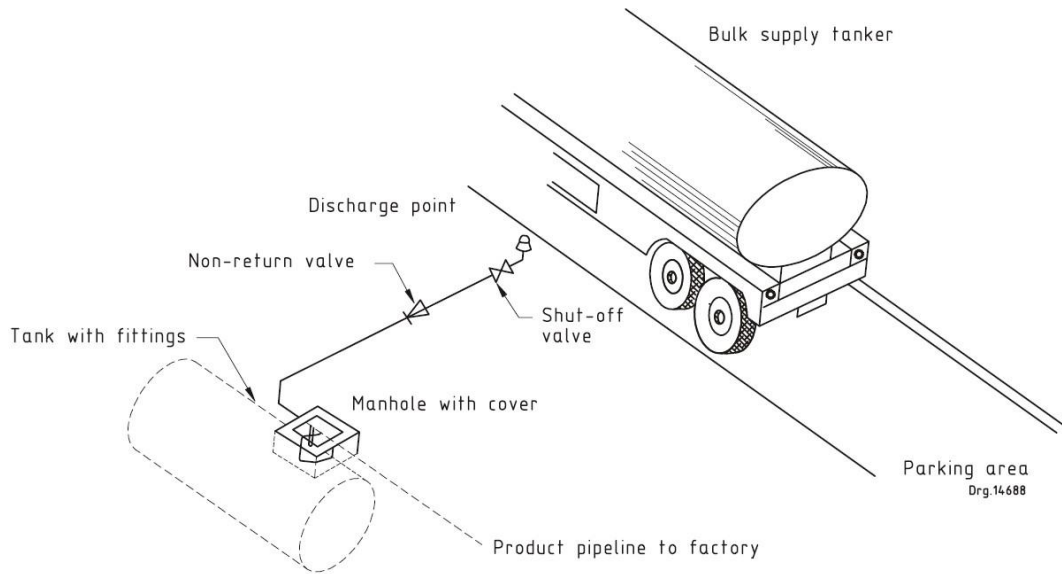


Figure 17: Bulk tanker delivery to basement tank

As stipulated in the conditions above, service provider must procure original copies of the standards summarised below. This is only intended to provide clarity at tender stage.

**SANS 10131: 2004 - Extract**  
Edition 1

## **Annex A (normative)**

The repair and maintenance of above-ground storage tanks not exceeding 85m<sup>3</sup>

### **A.1 Tanks**

This annex covers the design and construction of shop-fabricated (not site-fabricated) steel storage tanks with a capacity of not less than 0,5 m<sup>3</sup> and not more than 85 m<sup>3</sup>. Manufacturers shall keep records and design calculations covering all units signed by a responsible engineer or, in the case of a patent design, signed by a similarly qualified professional or registered engineer (registered in South Africa), or patent issuer. Shop fabricated tanks should always be installed on prepared foundations, which will be subjected to full hydrostatic testing as mentioned in 1.2.2.

In the event where a consumer wishes to use a tank that has been in former service, the tank shall be inspected and, if necessary, repaired in accordance with an approved standard. Attention is drawn to internal corrosion that might be present due to former storage of the product, and in the case of tanks formerly used in underground service, the external corrosion due to environment exposure shall be determined. In the case of the latter, if the profile of the shell and barrel ends indicates pitting or metal loss, it shall be investigated, and corrective action shall be taken in accordance with API 653. A certificate of the inspection and repair carried out on any such tank shall be signed by a competent person, and shall be held by the consumer.

### **A2. General requirements and control**

#### **A.2.1 Welding procedures and welder approval**

##### **A.2.1.1. Welding procedures**

All welding procedures shall be carried out in accordance with SANS 9956-3 or an acceptable pressure vessel standard.

##### **A.2.1.2 Welder approval**

Welders shall be qualified in accordance with SANS 9606-1 or an acceptable pressure vessel standard.

#### **A2.2 Design parameters**

**A.2.2.1** The major tank dimensions, tolerances and design parameters shall be as required (see annex B).

**A.2.2.2** A tank shall be so designed as to withstand the load, pressure and any corrosive or other abnormal conditions to which it will be subjected (see A.3.14 and A.4).

**A.2.2.3** A tank shall be designed to withstand an internal pressure and vacuum as specified by the purchaser and shall be within the design limitations of the standard used, for example, API 650 or BS 2654.

#### **A.2.3 Material and components**

##### **A.2.3.1 Carbon steel plate**

Carbon steel plate shall comply with the requirements of grade 300WA of SANS 1431 or an acceptable equivalent standard. Galvanized materials shall not be used in the construction of tanks.

##### **A.2.3.2 Welding consumables**

Welding consumable used for welding manhole fittings and for internal longitudinal welds shall comply with the requirements of EN 760 and EN 12072. Other welding consumables shall comply with the requirements of AWS A5.17/A5.17M, SANS 455, SANS 1033, SANS 1370 or SANS 51600.

Welding consumables and fluxes for submerged arc welding shall be stored and handled in accordance with the manufacturer's recommendations and in such a way that the identity of the welding consumables and fluxes is maintained.

**A.2.3.3 Welded pipes and fittings**

Welded pipes and fittings shall comply with the requirements of 7.1.2.

**A.2.3.4 Threaded pipes and fittings**

Threaded pipes and fittings shall comply with the requirements of 7.1.3.

**A.3 Manufacture and construction****A.3.1 Welding**

Welding shall be in accordance with the requirements of SANS 9956-3.

**A.3.2 Tank ends**

**A.3.2.1** Each tank end shall be manufactured from not more than two pieces of material identical with that used for the tank barrel.

**A.3.2.2** In the case of tanks of diameter not exceeding 2 400 mm, the tank ends may be either flat or dished, as required (see figure A.1(a)). In the case of tanks of diameter exceeding 2 400 mm, the tank ends shall be dished (see figure A.1(b)). In the case of vertical tanks, the roof shall be manufactured from the dished ends (see figure A.2(b)).

**A.3.2.3** Unless otherwise agreed upon (see annex B), flat tank ends shall have a knuckle radius of at least 30 mm and a straight flange length of at least 20 mm (see figure A.1).

**A.3.2.4** Dished tank ends, when formed by spinning using a form roller, shall show no evidence of indentation furrows.

The dished ends shall have a knuckle radius of at least 50 mm and a straight flange length of at least 40 mm. The crown radius of the dished end shall be not less than the radius of the tank barrel and shall not exceed 1,5 times the diameter of the tank barrel.

After the dished end has been formed, the finished material thickness of the dished end shall be not less than the minimum design thickness.

**A.3.2.5** When a batch of tank ends have been formed, the circumference of each tank end shall be measured and the tank ends shall be stored as a series of matched pairs.

**A.3.3 Tank barrel**

**A.3.3.1** The plates used to manufacture the tank barrel shall be so trimmed as to accommodate the assigned matched pair of tank ends. After having been trimmed, the plates shall be checked for squareness and for laminations. Plates that are out of square or that show evidence of laminations shall be deemed unsuitable for the manufacture of tanks.

**A.3.3.2** The plates shall be rolled to form rings of the required radius. The curvature of each plate shall extend over the full length of the plate. Peaking at the longitudinal butt joints shall not exceed 5 mm.

**A.3.4 The manhole on horizontal tanks**

Unless otherwise agreed upon (see annex B), the centre line of the manhole shall be normal to the longitudinal axis of the tank barrel and in the centre of the tank or 450 mm from the end, and shall be manufactured as shown in figure A.3. No manhole (or any other aperture) shall be cut over a weld.

**A.3.5 The manhole on vertical tanks**

**A.3.5.1** The manhole should be at the bottom of the tank.

**A.3.5.2** The manhole shall be manufactured as shown in figure A.4.

**A.3.5.3** The centre line of the manhole shall be 600 mm from the bottom of the tank;

**A.3.5.4** Manholes shall be of a diameter at least 600 mm.

**A.3.5.5** Boltholes shall be so drilled as to be not normal to the longitudinal axis of the tank. Metric bolts, nuts and washers shall be used.

**A.3.5.6** The height of the manhole neck above the tank shell shall not exceed 100 mm and shall be as shown in figure A.4.

**A.3.5.7** The plate used for the manufacture of the manhole neck shall be of at least the same thickness as the plate used for the tank barrel.

**A.3.5.8** Where the manhole neck extends into the tank, vents shall be provided; the manholes shall be positioned diametrically opposed and on the longitudinal axis of the tank (see annex B).

**A.3.5.9** A full-face gasket shall be provided; it shall be of a material as required (see annex B).

**A.3.5.10** Manhole-lid connections shall be of a type as agreed upon (see annex B).

**A.3.5.11** In addition to the shell manhole, a roof manhole shall be provided to the tank.

**A.3.5.12** Care shall be taken when a manhole is being installed that the spacing around the manhole reinforcing plate is a minimum of 150 mm from any vertical shell joint and 75 mm from horizontal joints, including the bottom-to-shell joint. This rule applies to all connections.

### **A.3.6 Lifting lugs**

**A.3.6.1** In the case of tanks of length not exceeding 5 500 mm, and tanks of length exceeding 5 500 mm, lifting lugs as shown in figure A.2(a) shall be provided.

**A.3.6.2** The typical details of lifting lugs are given in figure A.5.

**A.3.6.3** The lifting lugs shall be used to lift empty tanks.

**A.3.6.4** For lifting lugs on vertical tanks, see figure A.2(b).

**A.3.6.5** The lifting lug doubling plate shall be of dimensions at least 6mm x 150mm x 200mm.

### **A3.7 Support saddles for horizontal tanks**

Support saddles (see figure A.6(c)) shall be of adequate strength to support the tank and positioned at the correct centres on the tank. Supports shall be as shown in figures A.6(a) and A.6(b). The tank shall have a doubling plate directly beneath each saddle. The doubling plate shall be 30 mm wider than the support.

### **A.3.8 Holding down brackets and bolts for vertical tanks**

All vertical tanks shall be provided with holding down brackets and bolts. The bolts shall be galvanized. Tanks of a diameter up to 2 400 mm shall have four brackets and bolts, and tanks of diameter up to 3 000 mm shall have six brackets (see figures A.7(a), A.7(b) and A.7(c)).

### **A.3.9 Ladders and platforms**

Tanks of height not exceeding 13 m may have a cat ladder (see figure A.8(a)); tanks of height exceeding 13 m shall be equipped with a spiral staircase (see figure A.8(b)). Platforms shall conform to figure A.9. Horizontally installed tanks shall conform to figure A.10.

**A.3.10 Manufacture**

**A.3.10.1** All butt welds shall have a throat section of thickness not less than the plate thickness and the plate shall be welded on both sides.

**A.3.10.2** Root edges or root faces shall not be misaligned by more than 25 % of the plate thickness.

**A.3.10.3** Fillet welds shall be of leg length not less than the plate thickness.

**A.3.10.4** When a tank barrel is manufactured from more than one plate, adjacent rings can be butted or lapped, except when the tank is intended for storage of aviation petroleum or other quality-sensitive products. In such cases all welds shall be butted. The longitudinal seams of adjacent rings shall be displaced radially by at least 60°.

**A.3.10.5** External reinforcement or internal reinforcement (or both), when required (see annex B), shall be attached by means of continuous fillet welds.

**A.3.10.6** All required apertures (see annex B) in the tank barrel shall be cut before the tank ends are attached to the tank barrel.

**A.3.10.7** When tank ends are lap-jointed onto a tank barrel, at least three stops shall be provided at each end of the barrel to ensure correct location of the ends.

**A.3.10.8** Pipe fittings shall be positioned and welded on a plane perpendicular to the ground surface. Fillet welded pipe fittings shall have plain ends and butt-welded pipe fittings shall have bevelled edges.

**A.3.10.9** Each run of weld shall be cleaned of slag and other impurities before the next run is applied. Slag and weld spatter shall be removed from finished welds before visual inspection (see A.4.1).

**A.3.10.10** Each tank shall be fitted with a dipstick striker plate. The striker plate shall be fitted diametrically opposite the manhole opening and can consist of a cut out of the manhole. The striker plate shall be welded all the way round. The dimensions of the striker plate shall be as agreed upon (see annex B).

**A.3.11 Nameplate**

**A.3.11.1** Each nameplate shall be a stainless steel plate, shall bear the required marking (see A.5) and be of the dimensions given below:

- a) Width : 90 mm ± 10 mm;
- b) Length : 115 mm ± 15 mm; and c) thickness: at least 1 mm.

**A.3.11.2** Each nameplate shall be securely riveted or welded to, and suitably isolated (against galvanic corrosion) from, a formed steel backing plate of the same dimensions as the nameplate and shall have a thickness of 6 mm.

**A.3.11.3** The formed steel backing plate shall be welded near the manhole cover of the tank to the tank shell.

**A.3.11.4** The manufacturer's tank serial number shall be hard-stamped on the inner throat of the manhole.

**A.3.12 Quality of welds**

Defective welds shall be cut out for a length of at least 30 mm on either side of the defect and rewelded.

**A.3.13 Cleaning**

After having been welded, in order to facilitate inspection, the tank shall be cleaned to remove any loose scale and rust.

**A.3.14 Corrosion protection**

After being tested in accordance with A.4, the tank shall be blast-cleaned to preparation grade Sa 2½, as described in ISO 8501-1. Undercoat shall be applied in accordance with the paint manufacturer's instructions. The topcoat should be agreed upon between the manufacturer and the client and applied in accordance with the paint manufacturer's instructions (see annex B).

### **A.3.15 Calibration**

**A.3.15.1** If required, the manufacturer shall supply a calibration chart and a calibrated dipstick that is appropriate for each specific tank at the service provider's cost.

**A.3.15.2** The dipstick shall be calibrated at intervals of 10 mm, with the corresponding volumes in litres (to the nearest 10 L) given on the calibration chart.

## **A.4 Inspection and testing of tanks before the application of coating**

### **A.4.1 Visual inspection**

Visually inspect a tank whilst pressurized to its design pressure. Apply soap suds to all welds, fittings and connections on the tank and visually inspect the tank. If bubbles are detected, the weld is to be backgrounded and repaired. After all repairs, pressurize the tank to its design pressure and retest with soap suds.

**NOTE** The soap suds method involves making up a solution of soap and water. Soap suds are applied to all the places where the tank and its fittings are likely to leak, for example union joints of pipes and butt joints. If there is a leak, the soapy water will form a bubble.

### **A.4.2 Radiography testing**

**A.4.2.1** Do a spot radiographic test in accordance with EN 1435 or any other suitable equivalent method on 10 % of the tanks chosen at random from all the tanks produced in any one week, including at least one tee weld and one longitudinal weld on each tank tested.

**A.4.2.2** The testing shall be done by a person who has the qualification of the South African Qualification and Certification Committee (SAQCC B Radiographics) (level 2), or the qualification for radiographic testing of the American Society for Non-Destructive Testing (ASNT)/TC/1A, or better.

**A.4.2.3** Interpret the results of the radiographic examination in accordance with SANS 9956-3.

### **A.4.3 Leak test**

**A.4.3.1** Temporarily seal all external fittings and plate the tank on a rotator.

**A.4.3.2** Subject the tank to an internal positive pressure (design pressure) determined by means of a calibrated pressure-measuring device.

**A.4.3.3** Test the tank for leaks by using the soap suds method (see note to A.4.1).

**A.4.3.4** After completion of the test, depressurize the tank and remove it from the rotator.

## **A.5 Marking**

The following information shall be stamped on the stainless steel nameplate (see A.3.11):

- a) the name of the manufacturer;
- b) the date of manufacture;
- c) the serial number of the tank;
- d) the test pressure;

- e) the quality assurance inspector's stamp;
- f) the date of final inspection;
- g) the official stamp of the testing institution; and
- h) the nominal capacity of the tank, in cubic metres (m3).

## **A.6 Storage, transportation and responsibility**

### **A.6.1 Completed tanks**

Completed tanks shall be stored on dunnage to prevent any damage to the corrosion protection system or to the tank.

### **A.6.2 Openings**

All openings in the tank shall be closed off to prevent the ingress of dirt and other foreign matter into the tank.

### **A.6.3 Transportation and handling**

For purposes of transportation, the tank shall be supported on suitable padding to prevent damage. The retaining or holding-down system shall consist of webbing straps of width at least 50 mm. Wires or chains shall not be used under any circumstances. Tanks shall be off-loaded in accordance with the requirements of SANS 10089-3. Tanks shall be off-loaded by crane or other suitable means; they shall not be rolled off the trailer.

### **A.6.4 Storage**

Tanks in storage shall not be exposed to the sun for periods exceeding three months.

### **A.6.5 Responsibility**

The point at which the manufacturer's responsibility ends shall be as agreed upon with the purchaser (see annex B).

## **A.7 Records**

**A.7.1** For the purposes of quality control, records shall be kept by the manufacturer in respect of each tank manufactured and retained for five years.

**A.7.2** The records shall contain the following:

- a) dates of manufacture of the various components of the tank and the date of completion of the tank;
- b) details of, and responsibility for, plate quality;
- c) details of pipes and fittings;
- d) the tank reference number with relation to material certification;
- e) details of, and responsibility for, welding procedures;
- f) details of, and responsibility for, welder qualifications;
- g) responsibility for weld quality and repairs;

- h) date and details of, and responsibility for, leak testing;
- i) dates and details of, and responsibility for, preparation for the application of the corrosion protection system;
- j) responsibility for the quality of the corrosion protection system;
- k) dates and details of calibration charts; and
- l) dates and details of, and responsibility for, transportation.

## **1.10 FUEL TANKS REPAIRS AND COATINGS**

### **1.10.5 LINING AND COATING**

All work performed shall conform to SANS 10089 and SANS 10131.

Only staff having experience and training in their respective duties shall be employed in tank painting. The contractor shall have a responsible person on site at all times designated as team manager (or similar). This person shall be competent in all aspects of the project, both technical and administrative.

He shall be authorised by the contractor to represent the contractor on the project and to make technical and commercial decisions required for the benefit of the project.

The contractor shall be responsible for the application and all testing of the lining, and for motivating the crew. The presence or otherwise of a client representative or inspector shall not alleviate the contractor of any responsibility under this contract.

Surface preparation requirements, the need for strict cleanliness and adherence to specification requirements especially with regard to over coating times are emphasized.

Correct spray technique cannot be overemphasised. Poor operator technique which results in coating thickness variations outside the specification, will result in rejection of the coating as defined elsewhere in this document. Tips for airless spray equipment shall be selected and adjusted to ensure proper atomisation with no entrapment of air or voids in the applied wet film. Guns and tips shall be cleaned and inspected daily. Dirty, damaged or worn components shall be replaced.

If consistent and satisfactory results are not achieved with the plant and equipment used by the contractor, the engineer may order the contractor to obtain and use such plant and equipment as may be necessary to achieve the required results. The cost of such equipment shall be for the contractors account.

All plant, equipment and temporary works, which are supplied by the Contractor, shall at all times be maintained in good working order. All equipment is to be rated for the safety standard applicable to the area in which the work is being conducted and the requirements of the work permit. All mechanical and electrical equipment is to be inspected and approved by the Employer prior to the start of the contract. During execution of the contract, the Employer reserves the right to conduct routine inspections of all mechanical and electrical equipment.

On completion of the Contract, all such plant, equipment and temporary works shall be removed from the site.

### **1.10.6 METAL FABRICATION**

It is the contractors' responsibility to inspect and ensure that the metal fabrication is suitable for coating to the intended specification. Should the fabrication quality not be of an acceptable standard, he shall bring the same to the attention of the Engineer timeously, but not later than the beginning of the final blast cleaning for painting.

Weld quality shall comply with the requirements of the Engineer and the Engineer shall be invited to perform all necessary hold point inspections.



All welds shall be smooth, continuous and free from projections, pinholes or undercuts. Rough welds shall be ground where necessary to achieve the required smooth profile. Undercuts or blowholes shall be rewelded and ground to a smooth surface.

All cut edges and drilled holes shall be deburred and ground to a radius of not less than 3mm. If the steel thickness is less than 6mm, the radius of curvature of the edge shall be 50% of the thickness.

#### **1.10.7 PAINT MATERIALS**

All materials in a paint system shall be purchased from one supplier. The contractor shall supply the paint supplier with a copy of the relevant sections of the specification. The paint supplier shall certify that the materials to be supplied comply with the relevant specification and are suitable for the intended purpose.

The Contractor shall submit, upon request, details of the paints he intends using and shall only proceed with the purchase of the paints upon receipt of written approval from the Engineer. No variation in brand or materials quoted in the tender documents and approved by the Engineer shall be permitted without the approval of the Engineer in writing.

All coating materials shall be delivered in the manufacturer's original sealed containers, clearly marked with the following:

- a) Manufacturer's name
- b) Product Brand and Reference Number
- c) Batch Number which may incorporate the date of manufacture.
- d) Date of manufacture, unless already incorporated in the batch number.
- e) Abbreviated instructions for storage and use of the material, which shall include mixing ratios of components of multi component materials, minimum temperature of application, method of application, and minimum and maximum over coating times, where applicable.

Batch release certificates for the applicable products shall be provided prior to the products being delivered to site.

Recommendations supplied by the manufacturer in the form of the latest edition of printed data sheets, or given in writing on the manufacturer's letterhead, shall be adhered to. Any conflict between the manufacturer's data sheet and the specification shall be referred to the Engineer for adjudication.

Verbal information by the manufacturer's representative will not be accepted unless confirmed in writing by the company, on their printed letterhead, and signed by an authorised officer of the company.

Should a contractor wish to propose alternative products he shall submit a detailed motivation with his tender. The motivation shall include, but not be limited to, the following;

- a) benefit to the client,
- b) product licenser and technical backup available,
- c) location, experience, and ISO quality rating of the production facility,
- d) detailed case histories,
- e) performance guarantee offered,
- f) manufacturer's data sheets, or legible copies thereof, for each product.

#### **1.10.8 STORAGE OF PAINT MATERIALS**

All coating materials shall be kept in an approved store, which shall be dry, enclosed and where the temperature is unlikely to exceed 35°C or drop below 10°C.

Usage of materials shall be on a first in, first out basis and no materials may be used which have exceeded the shelf life recommended by the manufacturer.

Solvent containers shall be kept sealed in the store and solvent or paint soaked rags, cotton waste or other spontaneously combustible material shall not be kept in or near the store. Stores shall be provided with adequate and suitable fire extinguishers placed outside the entrance in a prominent position. A separate

store shall be provided for tools, equipment, protective clothing and personnel. The paint store shall not be used to accommodate personnel at any time.

#### **1.10.9 VENTILATION AND SAFETY**

##### **General**

Solvent fumes are both toxic and explosive under certain conditions. In tank painting explosive and toxic conditions can be reached in short periods of time. The contractor shall ensure that conditions inside the tank are safe at all times. Ventilation systems are to be effective in the removal of solvents and are to take account of the fact that solvents are heavier than air. Ventilation of sumps is also to be maintained.

##### **Explosive hazard**

Adequate ventilation shall be maintained continuously to ensure that the solvent content of the atmosphere within the tank remains below 10% of the Lower Explosive Limit (LEL) at all times. Should ventilation not be adequate, the rate of coating (solvent emission) shall be reduced to enable compliance with the 10% LEL datum.

##### **Toxic hazard**

The contractor shall ensure that no personnel required to work inside the tank are exposed to solvent levels above the Threshold Limit Value (TLV). Fresh air supply masks shall be provided for all persons working in proximity to the paint application including the spray operator, contractor foreman/QA and the inspector. Other staff within the tank shall be provided with at least cartridge type masks having suitable cartridges for the removal of organic solvents.

##### **Cure periods**

Adequate ventilation is to be maintained throughout the cure and over coating periods, even if no personnel are in the tank.

#### **1.10.10 COMPRESSORS, AIR SUPPLIES AND BLASTING EQUIPMENT**

##### **Compressors**

All compressors used for abrasive blast cleaning shall be of the rotary type suitably designed to enable continuous blasting operations without fluctuations in pressure or volume air supply changes. All compressors used for blasting operations shall be in the best maintenance conditions. Compressors showing signs of oil leaks, particularly from air handling equipment, shall not be used for blasting and removed from site. Compressor oil levels shall be checked daily and any loss in oil shall result in clean surfaces being rejected and the compressor removed from the site. The same air cleanliness requirements apply to both contractor's equipment and hired in compressors.

It is the painting contractor's responsibility to ensure that hired in air compressors meet the required standards. All compressors used for abrasive blasting operations shall be sufficiently rated in terms of both pressure and air volume to allow at least 10% excess capacity at blast nozzles at maximum tolerable nozzle wear. The quality of blast air shall be tested at least three times per blasting shift by blowing the maximum air volume through a white cloth for a period of 1 minute and inspecting for cleanliness. This test shall be conducted after the coolers and driers as defined further. The cloth is to be examined in sun light, and in a dark room using an ultra violet lamp. Any trace of discoloration or fluorescence on the cloth will result in rejection of the compressor and its associated equipment.

##### **Air cooler, driers and filters**

Air leaving the compressors shall be cooled from a typical exit temperature of 90 deg C to a maximum of 35 deg C or 15 deg C above ambient temperature, whichever is the lower, prior to drying and filtering. Coolers are to be rated at greater than the maximum output capacity of the compressors. After cooling, the air is to

be passed through a suitable oil filter and coalescing drier. New cartridges or active ingredients are to be installed at least at the beginning of the contract and at the start of final sweep blasting. Cartridges are to be replaced at the specified intervals. Air used for breathing apparatus is to be further filtered through suitable chemical filters to ensure freedom from toxic or noxious fumes.

## **Hoses**

Compressed air shall be delivered via a minimum 50mm ID piping from the compressor manifold through the air coolers, water traps, coalescing filters and driers to the distribution pigs. Only the shortest possible length of piping is to be used. Supply lines between the distribution pigs and blast pots are to be kept as short as possible and are to have an internal diameter greater than the diameter of the blast hoses. All couplings and connectors in airlines and blast hoses are to have the maximum internal diameter for the hoses to be coupled. Blast hoses are to be fitted with external couplings.

Under no circumstances may reducers be used on any airlines.

## **Blasting equipment**

Abrasive blast cleaning shall be conducted by means of hand held, wide throat, long venturi type nozzles. The minimum nozzle diameter shall be 12mm. The minimum air pressure at the nozzle during blasting shall be 650 KPa. The maximum nozzle wear shall be defined as 15% increase in diameter over original nozzle size. Blast nozzles shall be replaced when any wear increases their diameter beyond this 15%, unless compressor volumes and pressures can be adjusted to ensure that no further loss of efficiency occurs. Blasting equipment shall be configured and installed in such a manner as to minimise hose lengths at all times. Only the minimum hose length required to reach the area being blasted shall be used. Excess hose lengths shall be removed from the blasting line when not required.

## **Abrasives**

Abrasives shall be of the angular consumable type. Abrasives shall not be reused at any point during the cleaning operation. All abrasives shall be used once and then discarded. Abrasives shall be the finest size possible to achieve a blasting profile of 50 75 micrometres unless otherwise required by the particular product. Abrasives used for stripping of the old coating shall be of the same grade and quality as that required for final blasting.

The abrasive shall be clean, sound and free from foreign substances such as dirt, oil, grease, toxic substance, organic matter and water soluble salts.

The maximum moisture content shall not exceed 0,5% by weight.

The soluble salt content shall be checked by mixing the abrasive in a 1 2 ratio with de ionized water of conductivity maximum 1 microsiemens/cm. The mixture is shaken for 5 minutes and allowed to settle for 1 hour and shaken again for 5 minutes. The conductivity of the water then measured shall not exceed 150 microsiemens/cm at 20oC. The abrasives shall be tested for contamination with oil and grease by shaking 10cm<sup>3</sup> of abrasive with 10cm<sup>3</sup> methylene chloride for 5 minutes. 5 Drops of the solvent are then to be applied to a clean glass plate. After complete evaporation of the solvent, the glass plate is exposed to ultra violet light in total darkness. If there is blue fluorescence, the abrasive shall be rejected.

## **Utility Air**

The contractor shall be responsible for the supply of utility air to drive extractor fans, etc. when any tank lining contract is executed in this area.

### **1.10.11 ARTIFICIAL ENVIRONMENT CONTROL**

Should the contractor wish to make use of artificial environmental control then certain benefits in terms of productivity and working hours are available.

An acceptable artificial environmental control shall be defined as controlling the relative humidity within the tank to an average in any one hour of maximum 40% and a maximum in any one minute of 50%.

The contractor shall prove to the satisfaction of the engineer, that blast cleaned steel surfaces shall not be contaminated with air borne salts, transmitted through the dehumidifier system, to a level higher than the maximum allowed in the table below.

Humidity control shall be by means of an externally installed refrigerant or desiccant de humidifier system. In the case of refrigerant systems, the ventilation air passing through the de humidifier package shall be cooled to below its dew point to remove water and then reheated as necessary prior to ducting into the tank. Bursts of high humidity air from defrost cycles shall not be allowed. Air volumes shall be sufficient to allow adequate venting and removal of blasting dust and solvents. A minimum of one air change per hour for floating roof and smaller tanks is recommended. Suitable airlocks or manway flaps are to be installed to ensure that the tank remains under slight positive pressure at all times. Flaps are to be installed in such a way as not to hinder or restrict the exit path of any personnel working within the tank.

The Service Provider shall be required to provide continuous humidity and temperature monitoring equipment within the tank for the full duration of such environmental control. Recording devices shall be sufficiently accurate to record instantaneous changes.

The contractor shall be required to submit, with his tender, details of his environmental control unit for consideration. These details shall include as a minimum; safety requirements, air flows, cooling and heating capacities, expected humidity levels, power consumption and other salient features.

Should written approval be given by the Employer for the use of such equipment then:

- a) The maximum blasting to priming interval could be increased to 100 hours.
- b) Blasting and coating operations may be conducted on a 24-hour basis provided suitable shift arrangements are made. The only provision is that the contractor shall be required to prove that adequate precautions are taken to prevent contamination of the abrasive during storage and loading into blast pots.

#### **1.10.12 SURFACE PREPARATION FOR PAINTING**

Degreasing shall always be conducted before removal of the old coating. Degreasing may be repeated after removal of the old coating by incorporating it with the removal of soluble salts. Degreasing is not normally required with petrol storage tanks, but is required with all other hydrocarbon storage tanks.

##### **Removal of soluble salts**

Water soluble salts present on the steel after blast cleaning shall not exceed the values given in Table 1 or otherwise defined for a particular coating system. Should these values be exceeded, the steel shall be cleaned by washing with pressurised clean potable water, or by water shrouded or water injected abrasive blast cleaning, until the soluble salts are within the limits specified. The client may, at his discretion, make available sufficient quantities of demineralised water for the washing process. The minimum pressure at the nozzle shall be 40 MPa for pressurised water washing. The steel shall then be allowed to dry; after which it shall be dry flash blast cleaned to achieve the required degree of cleanliness.

##### **Abrasive blast cleaning**

Mild steel shall be blast cleaned in accordance with Section 4.3 of SABS Code of Practice 064 for "The Preparation of Steel Surfaces or Coating". Before painting, the cleaned surface shall comply with the appropriate requirements of Table 1 below. The cleaned surface shall be coated as soon as possible and not later than the times given in Table 2 below.

TABLE 1. Standards of blast cleaning required

PROPERTY	STANDARD
Cleanliness to ISO 8501-1(minimum)	Sa3
Residual dust and debris (SABS Method 769)	0,3%
Oil, grease and perspiration	Nil

Surface Profile: (micrometres) minimum (SABS Method 772) maximum	50 70
Water soluble salts (mg/m <sup>2</sup> ) - maximum at any one point	80

TABLE 2. Maximum time interval between blast cleaning and coating

Ambient Relative Humidity	Maximum Time (Hours)
Below 50 %	6
50 - 70 %	4
70 - 80 %	2
Over 80 %	Coating not permitted - Reblast and coat when R.H. below 80%

**Fully painted surfaces to be prepared**

Bare areas shall be cleaned with abrasive paper, not coarser than 200 mesh, to a bright metal surface. The surrounding paint, which must be intact, shall be feathered for a distance of 20mm beyond the damaged areas. Dust and debris shall be removed by the use of a clean rag dampened with clean solvent that will not attack the coating. Wetted areas shall be allowed to dry, after which spot repairs shall be carried out with all the coats previously applied and shall overlap the undamaged area by 20mm. The requirements of the spot repair shall be not less than that specified for the undamaged coating.

**Fully painted surfaces to be over coated**

Where additional coats are required over the whole surface, and the over coating interval exceeded, then on specific written approval from the engineer, the surface shall be degreased and abraded to a uniform matt finish. The surface shall be washed to remove all contamination and then allowed to dry. Further coats shall then be applied as specified to give the required coating thickness and specified finish.

**1.10.13 APPLICATION OF PAINTS****Environmental conditions**

Paint shall not be applied in high wind and/or dusty conditions, nor when the steel surface temperature is less than 3 deg C above dewpoint, nor higher than 35 deg C or that advised by the paint manufacturer, nor when the humidity is greater than 80%, nor when the ambient temperature is less than the minimum or greater than the maximum specified by the manufacturer of the coating material.

**Mixing**

All coating materials shall be very thoroughly mixed until completely homogeneous by low speed power stirrer fitted with a suitable mixing blade. In the case of two pack materials, each component containing pigments shall be thoroughly stirred separately. The two components shall then be mixed together in the proportions supplied by the manufacturer until the mixture is completely homogeneous. In the case of solvent based epoxy materials, it is recommended that the mixed material be allowed to stand for an induction period of 20 to 30 minutes before use or as otherwise recommended by the material manufacturer. Where product data sheets specify an induction period these shall be adhered to.

Except where otherwise specified, only the minimum quantity of specified thinner may be added to achieve spray consistency. For two pack materials, the use of part of the contents (split packs) is strictly forbidden.

**Method of application**

Application shall be by airless spray or other suitable equipment as appropriate for the surfaces to be coated and in accordance with the recommendations of the manufacturer.

Brush or roller application shall be confined to stripe coating and the repair of pinholes. Application equipment shall be maintained in clean condition and in good working order. The use of equipment not maintained in good clean condition may lead to rejection of the coating.

### **Overcoating**

Overcoating times shall be not less than the minimum nor greater than the maximum specified by the manufacturer, relevant to the ambient temperature. Overcoating intervals greater than the minimum is preferred. Full forced ventilation shall be maintained through out the coating and cure period. The Contractor will be held responsible for blistering of paint coatings on immersion.

Spray defects, such as drips and sags, shall be removed as soon as possible, to ensure that the underlying material is given the full opportunity for intercoat ventilation. All coats shall be clean and free from dust, oil, moisture and perspiration before overcoating.

### **Film thickness**

Whilst final assessment is determined by dry film thickness measurement, the use of wet film thickness gauges is essential to ensure correct thickness during application. The wet film thickness required may be calculated by the formula:

$$\frac{DFT}{WFT} = \frac{VS}{100} * 100$$

where VS = volume solids, corrected for added solvent where necessary.

The volume solids of the paint will be supplied by the manufacturer.

The necessary corrections for surface profile must also be taken into account.

### **Film thickness tolerances**

- a) Individual coats - At least 90% of all thicknesses measured shall comply with the minimum requirements of the project specification. Up to 10% of all readings may be below the specified minimum thickness, but may not be less than 80% of the specified minimum thickness.
- b) Total dry film thickness - Not more than 10% of readings shall be less than the minimum specified and no reading shall be less than 80% of the specified minimum.
- c) Maximum dry film thickness - For solvent borne or solventless coatings, no reading shall exceed the maximum specified thickness, unless a concession is granted by the Engineer. Where no maximum is explicitly stated the maximum shall be defined as 25% greater than the minimum specified thickness.
- d) Where individual coats do not comply with the DFT requirements they shall be rectified prior to the application of the next coat. Thickness that are too low may be rectified by patch recoating. Patches shall be allowed the full overcoating interval applicable to that material. Where the coats are too thick, they shall be totally removed, including preceding coats if necessary, and the system re applied.

## **1.10.14 COATINGS IN A SYSTEM**

- a) General

Unless otherwise specifically defined, all linings shall be applied as multiple coats of contrasting colour to achieve the specified system. Each application of paint, including stripe coating and spot repairs (as defined

below), shall be regarded as a coat in its own right from an overcoating interval point of view. Where thin coats are to be applied, the contractor is to ensure that the correct volumes of thinners are to be added to ensure a closed film at all times.

**b) Holding primer**

Unless specifically excluded by the nature of the product, a blast holding primer shall always be used where blast cleaning is conducted in segments, or where application of the full primer, or first coat, cannot be applied in a single coat within the humidity vs time constraints. The holding primer shall be suitable for permanent incorporation into the coating system. The holding primer shall cure sufficiently fast so as to enable abrasive blast cleaning operations the Following day without sustaining damage, but must maintain its overcoat ability sufficiently to enable overcoating at the end of the blast cleaning phase.

An epoxy holding primer will typically have a minimum DFT of 20 micrometres and a maximum DFT of 40 micrometres. Where a product manufacturer does not specifically define a holding primer, the primer, or first coat in the system, may be applied in 2 thinner coats to achieve the required DFT. All traces of abrasive and other debris must be removed from the tank prior to further coating operations.

**c) Primer or first coat**

Once the minimum overcoating interval of the holding primer has been exceeded and is within the maximum interval, the full primer or first coat shall be applied to give the required minimum and maximum DFT.

**d) Stripe coating**

Stripe coating shall be applied to all welds and edges of plates. The coating may be applied by spray, but must be worked into the surface with a suitable brush and action. Excessive brush marks shall be removed.

No coating that has exceeded its pot life or has become tacky or otherwise increased in viscosity shall be used for stripe coating.

The stripe coat is to totally hide the primer and may not exceed the maximum specified DFT for that material. It is desirable that the stripe coat shall contrast both the first and second coats in colour.

**e) Intermediate and top coats.**

The remainder of the coating system is then to be applied at the specified thicknesses giving due consideration to the overcoating intervals.

**f) Notes**

In the case of a thick film solvent free system, stripe coating shall be conducted directly onto the holding primer with the coating material. Only sufficient time to allow the stripe coating to become tacky shall be allowed prior to the application of the final coat.

**Requirements of the finished system**

The coating system shall be smooth, glossy, free from orange peel effect, bubbling or excessive runs and sags. The dry film thickness shall be as stated in the relevant system definition.

The coating shall be free from electrical insulation defects when tested with an approved holiday detector set to operate at the appropriate levels for various coatings as defined in SABS 1217. Repair of defects is permissible provided that the repaired area complies with all the requirements of lining in SABS 1217.

**1.10.15 HANDLING****During surface preparation and coating**

A "clean tank shoe" philosophy shall be adopted at all times after approval of the degreasing of the tank. i.e. One clean pair of shoes inside the tank, another for outside the tank. Short term inspections can be conducted using shoes protectors. Only persons wearing soft soles shall be allowed to walk on coated surfaces. Operators handling blast cleaned or partially painted surfaces shall wear clean gloves to avoid contamination of the surface.

**After completion of coating**

Coated areas shall not be handled earlier than the hard dry time recommended by the manufacturer, relevant to the ambient temperature.

All damage, however caused, shall be repaired in accordance with the requirements of the relevant system and to the satisfaction of the Engineer, at no extra cost.

**1.10.16 QUALITY ASSURANCE****Contractor qualification**

The Engineer may, at his discretion, require a Quality Audit of the painting contractor to ensure that he has the management, facilities, skilled staff and quality control facilities and staff to carry out quality control during application of coatings to ensure compliance with specification.

The contractor shall accept full responsibility for the quality of his work and of materials used, irrespective of any quality surveillance that may be carried out by the Engineer or his representative.

The contractor shall obtain confirmation from the material supplier, in writing, that materials to be used comply with the specification and are suitable for the intended purpose. Quality control

The contractor shall have the necessary equipment and staff knowledgeable in test procedures to carry out all the quality control required to ensure compliance with the specification.

The contractor shall:

- (a) Supply a Quality Plan and Quality Program at the time of tendering, both of which are subject to acceptance by the Engineer,
- (b) Maintain Quality Control records in accordance with the Quality Plan during execution of the contract. Such records shall be available to the Engineer or his representative at each Quality Surveillance visit,
- (c) Mark or securely label each component with a unique identification,
- (d) Carry out such tests as are required to ensure compliance with the specification.

The cost of Quality Control shall be inclusive in the contractor's tender price.

**Quality Surveillance  
Independent Surveillance**

The Engineer may employ an independent technically qualified organization to carry out quality surveillance of the work on his behalf. In the event of dispute, the Engineer's decision shall be final.

**Program**

The contractor shall advise the Engineer timeously, in writing, when and where the following processes will be carried out.



- (i) Completion of fettling or dressing and prior to release for surface preparation.
- (ii) Degreasing.
- (iii) Removal of soluble salts.
- (iv) Blast cleaning and application of the first or primer coat. (iv) Completion of each coat to be applied.
- (v) The commencement of repairs.
- (vi) Testing of the lining.

Failure of the contractor to advise the Engineer of his program may result in rejection of the work.

### **Access for Surveillance**

For the purpose of carrying out quality surveillance, the Engineer or his representative shall be granted access to any part of the contractor's premises relevant to the work being carried out, at any reasonable time. The contractor shall provide, at his own cost, any equipment or labour necessary to gain access to surfaces which are coated, to be coated or are in the process of being coated.

### **Samples**

The Engineer or his representative may remove any reasonable samples of materials to be used in the coating application. Rejection of the sample will place a hold on the use of material of the same batch number and may lead to rejection of all that batch of material and the reworking of any components that have already been coated with rejected material.

### **Destructive Testing**

The Engineer or his representative may carry out reasonable destructive tests to ascertain compliance with the specification. Areas thus damaged shall be repaired by the Contractor to the satisfaction of the Engineer at no additional cost.

### **Cost of Quality Surveillance**

Cost of Quality Surveillance will be borne by the Employer, except when surveillance results in rejection of the lot or when notice by the contractor results in a fruitless trip, in which cases the cost of surveillance shall be debited against the Contractor's account.

### **Quality Surveillance Report**

A report shall be completed by the inspector at each visit. A copy of the report will be given to the contractor on completion of each surveillance visit. A copy of the report approving the components shall be included with the delivery note. No payments will be authorised by the Engineer unless a copy of an approval report has been received by him. The Engineer may withhold payment until a final report has been issued, giving approval to the components after installation on site and repair of damage to the coating.

### **Quality control records**

Proper and adequate quality control records shall be maintained by the contractor for all stages of the work. These records shall be available for inspection by the Engineer or his representative at the time of Quality Surveillance. Incomplete, inaccurate or inadequate records shall be regarded as noncompliance with the specification, and the cost of surveillance will be back charged to the contractor.

### **Data sheets, specifications and codes of practice**

The contractor shall have available the latest issues of each of the manufacturer's data sheets for the materials to be used, National Specifications and Codes of Practice relevant to the work to be carried out, as well as a copy of this Specification, all of which shall be available to the Contractor's Quality Control Manager.

## Variation from specification

No variation from specification, or change of sub-contractor or materials to be used from those stated in the tender documents, shall be permitted without written approval of the Engineer. Products equivalent to those specified may be submitted for approval. This approval will only be considered if the manufacturer provides adequate evidence of similarity and supports his claim to equivalence by submission of adequate technical data.

### 1.10.17 TESTING METHODS

Unless otherwise agreed in writing by the Employers Agent, the following test methods shall be used. Relevant tests not specifically included in this document may be used at the discretion of the Engineer.

Determination of surface profile

SABS Test Method 772 (Micrometer gauge).

Freedom from dust and debris SABS Test Method 769.

Dry film thickness

SABS Test Method 141. Calibration shall be on a representative substrate as defined in paragraph 3.4.

Water soluble iron salts Weber-Reilly reagent

This test may only be applied to freshly blast cleaned steel. Shake well the bottle of Weber Reilly Reagent before use. Apply only by spray to the area to be tested to give a solid white coating. Allow 5 minutes for reaction, then observe pink or red colourations. Compare the darkest colour with the standard colour card and estimate the iron concentration.

Bressel test method

The Bressel method for determining soluble salts may be used on damp and flash rusted steel.

### 1.11 Fuel Sample Analysis Specifications

The service provider will be responsible for collecting fuel samples, performing laboratory analyses, and providing comprehensive reports for the following parameters:

#### 1. Sampling Requirements:

- Sampling to be conducted according to relevant standards (e.g., SANS 1598).
- Service provider to supply necessary sampling bottles and equipment.
- Ensure samples are collected in a contamination-free manner.
- Samples must be clearly labelled with sample number, collection date, and site details.

#### 2. Testing Parameters: The following tests must be performed on each sample in accordance with SANS 1598:

- **Water Content:** Maximum of 350 ppm.
- **Total Contamination (IP440):** Maximum of 24 mg/kg.
- **Distillation Temperatures:**
  - **10% Recovery Temperature:** Maximum of 65°C.
  - **50% Recovery Temperature:** Range of 77-115°C.
  - **90% Recovery Temperature:** Maximum of 185°C.
- **Final Boiling Point:** Maximum of 215°C.
- **Visual Inspection:** Clear, free from contaminants.

**3. Reporting Requirements:**

- Reports should clearly state if the sample passed or failed based on the above specifications.
- Provide a detailed breakdown of results for each parameter.
- Include comments and recommendations if any parameter is found outside the acceptable range.
- Report delivery to be within a specified timeframe from the date of sampling (e.g., within 5 working days).

**4. Quality Assurance:**

- The service provider must be accredited and comply with the relevant SANS standards.
- Provide documentation of calibration and validation of testing equipment.
- Ensure qualified personnel perform the analysis.

**5. Compliance and Certification:**

- The analysis report must certify compliance with SANS 1598 requirements.
- Service provider to provide a certificate of analysis with each report.

**6. Health and Safety Compliance:**

- The service provider must comply with all relevant health and safety regulations during sampling and handling of fuel samples.

**1.12 EXAMPLE STANDARD FORMS****1.12.1 Technical data sheet examples – PUMPS**

**NOTE:** Supporting information in the form of manufacturer's original, high quality (only Photostats of a high quality will be accepted) pamphlets, brochures, etc., shall be submitted with the Quotation in support of the Technical Data Sheets. Suppliers are permitted to supply additional pamphlets, brochures, etc. which are not covered by the Technical Data Sheets.

Manufacturer .....

Place of manufacture .....

Model number and type .....

Impeller diameter (mm).....

Pump speed (rev/min) .....

Power requirements at:

Shut-off head (kW) .....

Specified head and flow (kW) .....

Max power conditions (kW) .....

Efficiency at specified head (%). .... (guaranteed)

Suction diameter (mm) .....

Discharge diameter (mm) .....

Net positive suction head required at specified head and flow (m) .... (guaranteed)

Materials:

(a) Casing .....

(b) Impeller(s) .....

- (c) Shaft .....
- (d) Mass of pump (kg) .....

**PERFORMANCE CURVES**

The Supplier is required to submit signed performance curves with the Quotation indicating head, efficiency, kW and NPSH.

## 1.12.2 SITE INSPECTION REPORTS

## 1.12.2.1 FUEL PUMP QUALITY INSPECTIONS

CITY OF CAPE TOWN		SERVICE	
PARTS AND SERVICES FOR FUEL TANKS AND FUEL PUMPS IN THE		REPORT	
CITY OF CAPE TOWN CONTRACT NUMBER: XXXXXXXX			
Service Provider: _____			
Site (Name and address): _____		Date: _____	
Fuel pump location on site: _____			
Job Number / Works Package Number / PO number: _____			
_____			
CONTROL PUMP DATA			
Type of pump: Centrifugal Submersible Other			
Manufacturer: _____		Motor capacity (kW): _____	
Model: _____		Pump Speed (rpm): _____	
Serial Number: _____		Flow Capacity (m <sup>3</sup> /h, l/s): _____	
Pump size Inlet (mm): _____		Efficiency (%): _____	
Pump size Outlet (mm): _____			
_____			
BASIC INSPECTION DATA			
Visible Leaks?	_____ YES	_____ NO	
No spills, seepage and general clean operational area is observed?	_____ YES	_____ NO	
Confirm pump operates to maintain duty point?	_____ YES	_____ NO	
Any excessive noise?	_____ YES	_____ NO	
Any excessive vibration?	_____ YES	_____ NO	
No untreated corrosion detected on any equipment?	_____ YES	_____ NO	
Internal components in a good condition?	_____ YES	_____ NO	
COMMENTS:			

CITY OF CAPE TOWN

PARTS AND SERVICES FOR FUEL TANKS AND FUEL PUMPS IN THE

SERVICE

REPORT

CITY OF CAPE TOWN CONTRACT NUMBER: XXXXXXXX

Findings and general condition:

**TESTS PERFORMED (Results attached)**

Specify test and results:

.....

.....

.....

.....

**ADDITIONAL REQUIREMENTS OR SPECIALIST MATERIALS REQUIRED***Itemise and list any requirements***SERVICE TYPE RECOMMENDATION FOR CONSIDERATION BY EMPLOYER'S REPRESENTATIVE**

Further Examination required off-site?

☐ YES ☐ NO

Reason:.....

Service type recommendation:

☐ Replacement

☐ Maintenance

☐ Refurbishment

☐ None

☐ Other (specify): .....

Reason:.....

Service Provider:

Name: Position:

Signature:

Date:

Employer’s Representative:

*Name:* *Position:* *Signature:* *Date:*

COMPULSORY PHOTO REPORT

CITY OF CAPE TOWN

PARTS AND SERVICES FOR FUEL TANKS AND FUEL PUMPS IN THE

CITY OF CAPE TOWN CONTRACT NUMBER: XXXXXXXX

SERVICE

REPORT

*Compulsory for Inspection Report:**Attach photographs clearly detailing the defect/issue indicated in the inspection report.**Attach any additional test results if available (Optional)*



## 1.12.2.2

## FUEL TANK QUALITY CONTROL INSPECTIONS

CITY OF CAPE TOWN	
PARTS AND SERVICES FOR FUEL TANKS AND FUEL PUMPS IN THE CITY OF CAPE TOWN	
CONTRACT NUMBER: XXXXXXXX	
Service Provider:	
Site (Name and address):	
Fuel tank location on site:	
Job Number / Works Package Number / PO number:	
<b>TANK DATA</b>	
<input type="checkbox"/> Above ground <input type="checkbox"/> Below ground <input type="checkbox"/> Other	
Manufacturer if applicable:	
Capacity:	
Tank Material:	
Tank Lining:	
Age / Condition:	
<b>BASIC INSPECTION DATA</b>	
Visible Leaks?	
No spills, seepage and general clean operational area is observed?	
No untreated corrosion detected on any equipment?	
Internal components in a good condition?	
<b>COMMENTS:</b>	
Findings and general condition:	

**TESTS PERFORMED (Results attached)**

Specify test and results:

.....

.....

.....

.....

**CITY OF CAPE TOWN****PARTS AND SERVICES FOR FUEL TANKS AND FUEL PUMPS IN THE CITY OF CAPE TOWN****CONTRACT NUMBER: XXXXXXXX****ADDITIONAL REQUIREMENTS OR SPECIALIST MATERIALS REQUIRED***Itemise and list any requirements***SERVICE TYPE RECOMMENDATION FOR CONSIDERATION BY EMPLOYER'S REPRESENTATIVE**

Further Examination required off-site?

☐ YES ☐ NO

Reason:.....

Service type recommendation:

☐ Replacement☐ Maintenance☐ Refurbishment☐ None☐ Other (specify): .....

Reason:.....

Service Provider:

*Name:**Position:*

Employer's Representative:

*Name:**Position:***COMPULSORY PHOTO REPORT**

*Compulsory for Inspection Report:*

*Attach photographs clearly detailing the defect/issue indicated in the inspection report.*

*Attach any additional test results if available  
(Optional)*

CITY OF CAPE TOWN

PARTS AND SERVICES FOR FUEL TANKS AND FUEL PUMPS IN THE CITY OF CAPE TOWN

CONTRACT NUMBER: XXXXXXXX

# **SECTION G**

## **HEALTH AND SAFETY SPECIFICATION**

For use with the General Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Works and for Building and Engineering Works Designed by the Contractor, First Edition, 1999 (Yellow Book) published by the International Federation of Consulting Engineers (FIDIC).

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**SECTION G****HEALTH AND SAFETY SPECIFICATION****G1 DEFINITIONS**

**For the purposes of this Specification, the definitions given in the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, and the following definitions, shall apply:**

- a) “Construction Regulations, 2014” means the Construction Regulations (GNR. 84 of 7 February 2014) published in terms of the OHS Act.
- b) “Contractor” means the Principal Contractor as defined in the Construction Regulations, 2014.
- c) “Employer” means the Client or his agent as defined in the Construction Regulations, 2014.
- d) “Construction work” means any work in connection with –
  - (i) The construction, erection, alteration, renovation, repair, demolition of or addition to a building or any similar structure; or
  - (ii) The construction, erection, maintenance, demolition, or dismantling of any bridge, dam, canal, road, railway, runway, sewer, or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any civil engineering structure or type of work.
- e) “OHS Act” means the Occupational Health and Safety Act, 85 of 1993.
- f) “subcontractor” means any contractor employed by the Contractor to perform construction work.

**G2 SCOPE**

In terms of the OHS Act and the Construction Regulations, 2014 the Employer must provide the Contractor with a Health and Safety Specification, to which the Contractor must respond with a Health and Safety Plan for approval by the Employer.

The purpose of this Specification is to ensure that a contractor entering into a contract with the Employer maintains an acceptable level of compliance with regard to health and safety issues during the performance of the Contract. In this regard the Health and Safety Specification forms an integral part of the Contract and the Contractor shall ensure that his subcontractors and/or suppliers comply with the requirements of this Specification.

**G3 INTERPRETATION**

The OHS Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this Specification.

Responsibility for health and safety relating to the Works lies with the Contractor as described in this Specification. Nothing stated in or omitted from this Specification shall in any way limit the Contractor’s obligations and liabilities in terms of the OHS Act.

**G4 GENERAL REQUIREMENTS**

The Contractor shall:

- a) create and maintain a safe and healthy work environment;
- b) execute the Works in a manner that complies with all the requirements of the OHS Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring; and
- c) respond to the instructions issued by the Client or Client's representative.

**G5 ADMINISTRATION****G5.1 Notification of intention to commence construction work**

The Contractor shall notify the Provincial Director of the Department of Labour in writing using the pro forma contained in Annexure A of the Construction Regulations, 2014 before construction work commences, and retain a copy of such notification in the health and safety file, where such work:

- a) involves the demolition of a structure exceeding a height of 3m;
- b) involves the use of explosives to perform construction work;
- c) involves the dismantling of fixed plant at a height greater than 3m;
- d) exceeds 30 days or will involve more than 300 person days of construction work; and includes:

- i) excavation work deeper than 1m; or ii) working at a height greater than 3m above ground or a landing.

The Contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation has been notified of such work.

**G5.2 Occupational Health and Safety Agreement**

The Contractor shall enter into a Section 37.2 Agreement with the Employer before the commencement of the Works on Site.

**G5.3 Good standing with the Compensation Fund or a licensed compensation insurer**

The Contractor shall provide the Client with a valid letter of good standing from the Compensation Commissioner or a licensed compensation insurer before the commencement of the Works on Site.

**G5.4 Emergency procedures**

**The Contractor shall submit for acceptance to the Client a health and safety emergency procedure, which includes but is not limited to fire, spills, accidents and exposure to hazardous substances, which:**

- a) identifies the key personnel who are to be notified of any emergency;
- b) sets out details of available emergency services, including contact particulars; and
- c) the actions or steps which are to be taken during an emergency.

The Contractor shall within 24 hours of an emergency taking place notify the Engineer in writing of the emergency and briefly outline what happened and how it was dealt with.

**G5.5 Health and safety file**

The Contractor shall ensure that a Health and Safety file, which shall include all documentation required in terms of the provisions of the OHS Act, the Construction Regulations, 2014 and this Health and Safety Specification, is open and kept on Site at all times.

The Health and Safety file shall be made available for inspection by any inspector, subcontractor, the Employer, the Engineer, the Employer's Health and Safety Agent, or employee of the Contractor, upon the request of such persons.

The Contractor shall hand over the Health and Safety file to the Engineer upon Works completion of the Contract and, if applicable, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations, 1992.

**G5.6 Health and safety committee**

Where applicable, the Contractor shall establish a health and safety committee, and shall convene health and safety meetings as provided for in the OHS Act.

The Engineer or the Employer's Health and Safety Agent shall be invited to attend such meetings as an observer.

The Contractor shall ensure that minutes of the health and safety committee meetings are kept.

**G5.7 Inspections, formal enquires and incidents**

The Contractor shall inform the Client:

- i) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
- ii) as soon as reasonably practicable of the occurrence of an incident (as defined in the OHS Act) on the Site.

The Contractor shall record all incidents and notify the Client of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incident to an inspector as designated in terms of the OHS Act.

The Contractor shall report all Section 24 incidents to the Department of Employment and Labour and also copy the Client in all correspondence.

**G5.8 Personal protective equipment and clothing**

The Contractor shall ensure that all workers are issued with the necessary personal protective clothing as identified in the site specific risk assessments.

## **G6 APPOINTMENTS**

### **G6.1 Appointment of construction supervisor and safety officers**

The Contractor shall, prior to commencing the Works on site, appoint a full-time competent employee in writing as the construction supervisor for the Site, with the duty of supervising the performance of the work falling within the scope of the Contract and may appoint, in writing, one or more persons/competent employees to assist the appointed construction supervisor.

The Contractor may, having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the Site, appoint a full-time or part-time construction safety officer in writing, to assist the Contractor in the control of all safety related aspects on the Site.

No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the contractor.

The Contractor shall compile and maintain an organogram which outlines the roles and responsibilities of the construction supervisor's assistants and safety officers.

### **G6.2 Competent persons**

The Contractor shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:

- a) formwork and support work operations;
- b) scaffolding work operations;
- c) suspended platform work operations;
- d) material hoists;
- e) vehicles and mobile equipment;
- f) fire equipment; and
- g) the stacking and storage of articles on the Site.

The Contractor shall appoint in writing competent persons to:

- h) induct employees in health and safety; and
- i) prepare a fall protection plan.

### **G6.3 Health and safety representative(s)**

The Contractor shall appoint in writing, if necessary in terms of the OHS Act, a health and safety employee representative(s), whose duties shall be as described in the OHS Act.



**G7 Client's Responsibilities**

The Client will ensure that:

- a) periodic health and safety audits and document verification are conducted at periods mutually agreed upon between the Client and the contractor;
- b) stop any contractor from executing any activity which poses a threat to the health and safety of persons or not in line with the Client's health and safety specifications or the contractor's health and safety plan.

**G8 CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT****G8.1 Risk assessment**

The Contractor shall before the commencement of any construction work on Site and during such construction work, cause risk assessment(s) to be performed by a competent person appointed in writing. The risk assessments should be site specific and a copy of such should be included in the site safety file. Such assessment(s) shall as a minimum:

- a) identify the risks and hazards to which persons may be exposed to;
- b) analyse and evaluate the identified risks and hazards based on a documented method;
- c) document a plan of safe work procedures, including the use of any personal protective equipment or clothing and the undertaking of periodic "toolbox talks" or inductions before undertaking hazardous work, in order to mitigate, reduce or control the risks and hazards that have been identified;
- d) provide a monitoring plan; and
- e) provide a review plan.

The Contractor shall ensure that as far as is reasonably practicable the following types of hazards are analysed, evaluated and addressed in the risk assessment. The risk assessment shall include, but not be limited to, the following Ergonomical, confined space entry, Hazardous Chemical Agents, flammable substances, working at height, Ladder work, excavations, high vehicular traffic areas etc.

**G8.2 Health and safety plans**

The Contractor shall prior to commencing the Works to which this Specification applies, submit to the Client for approval a suitable and sufficiently documented health and safety plan, based on this Specification and the risk assessment that is conducted.

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

- a) The safety management structure, including the names of all designated persons such as the construction supervisor and any other competent persons;
- b) Safety method statements and procedures to be adopted to ensure compliance with the OHS

Act; Construction Regulations, 2014 and this Health and Safety Specification;

- c) The provision and use of temporary services;
- d) Personal protective equipment, devices and clothing required;
- e) Emergency procedures;
- f) Provision of workers' welfare facilities;
- g) Induction and training;
- h) Arrangements for monitoring and control to ensure compliance with the safety plan; and
- i) Provision and maintenance of the health and safety file and all other relevant documentation.

The Contractor shall provide each subcontractor with the sections of this Health and Safety Specification pertaining to the construction work to be performed by that subcontractor. The subcontractor shall provide the Contractor with a health and safety plan pertaining to his work, for incorporation into the Contractor's health and safety plan.

The Contractor shall discuss the submitted health and safety plan with the Employer's Health and Safety Agent, modify such plan in the light of the discussions and resubmit the modified plan for approval.

The Contractor shall apply the approved health and safety plan from the date of its approval and for the duration of the Works to which this Specification applies.

The Contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the Employer's Health and Safety Agent, but at least once every month.

The Contractor shall update the health and safety plan whenever changes to the Works are brought about.

**G8.4 Responsibilities towards employees and visitors**

The Contractor shall, as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.

The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

The Contractor shall cause a record of all induction training to be kept, which indicates the names, identity numbers and job description of all those who attended such training.

The Contractor shall not allow or permit any employee to enter the Site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the Site at the time of entry.

The Contractor shall ensure that all of his employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner on the prescribed form.

The Contractor shall ensure that each visitor to the Site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:

- a) undergoes health and safety instruction pertaining to the hazards prevalent on the Site;  
and
- b) is in possession of and using the necessary personal protective equipment.

The Contractor shall cause a record of all induction training to be kept in the Health and Safety file.

The Contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

#### **G8.5 Subcontractors**

The Contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to safely perform the work falling within the scope of the subcontract.

The Contractor shall ensure that all of his obligations in respect of subcontractors in terms of the Construction Regulations, 2014 are adhered to.

#### **G8.6 Work permits and wayleaves**

The Contractor shall be responsible for obtaining all the wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on a particular Site, and shall abide by the safety conditions imposed by such wayleaves, permissions or permits.

#### **G8.7 Access to the Site**

The Contractor shall ensure that access to the Site is strictly controlled and that, where possible, only authorised persons are permitted onto the Site.

The Contractor shall control the access to Site of his own personnel and equipment, and that of his subcontractors and suppliers, in such a way so as to ensure that the safety of all public pedestrian and vehicular traffic is not compromised.

**G8.8 First aid and emergency procedures**

The Contractor shall, where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace, which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment.

The Contractor shall ensure, where there are more than 10 employees employed on the Site, that for every group of up to 50 employees at that workplace at least one person is readily available during normal working hours who is in possession of a valid certificate of competency in first aid.

The following information shall be conspicuously posted in the offices of the Contractor for the duration of the Contract:

- a) Telephone numbers of emergency services;
- b) The names of all safety representatives and safety officers; and
- c) The name(s) of the competent first aider(s).

The Contractor shall post, in prominent places, notices indicating where the first aid box(es) is/are kept, as well as the name of the person in charge of the first aid box.

**G8.9 Housekeeping**

The Contractor shall ensure that good housekeeping practices are implemented so that:

- an unimpeded work space is maintained for every employee.
- every workplace is kept clean, orderly and free of tools and materials that are not required for the work being done.
- every floor, walkway, stair, passage and gangway is kept in a good state of repair, skid-free and free of obstruction, waste and materials.
- openings in floors, hatchways, stairways and open sides of floors or buildings are barricaded, fenced, boarded over or provided with protection to prevent persons from falling through or off them.
- materials and equipment are stored properly.
- materials ready for use is placed safely and not allowed to accumulate or cause an obstruction to pedestrian and vehicular traffic.
- removal of scrap, waste and debris, and materials which are no longer required for use, at appropriate intervals (in accordance with Construction Regulation 27); and
- proper stacking and storage of materials and equipment (in accordance with Construction Regulations 27 and 28).
- Waste oils, lubricants, greasy and oily rags, or other materials subject to spontaneous combustion will be retained in a labelled container used for that purpose exclusively and will be properly disposed of at frequent intervals.

**G8.10 Fire precautions**

The Contractor shall ensure that all appropriate measures are taken to minimise the risk of fire and that appropriate procedures and equipment are in place to deal with the event of a fire, all in accordance with Construction Regulation 29 and the Environmental Management Specification in Part C3.5 of the Scope of Work.

Sufficient and suitable storage is provided for flammable liquids, solids and gases. Smoking is prohibited.

All “Hot work” is to be done under permit conditions.

**G8.11 Facilities for workers**

The Contractor shall provide ablution facilities and eating areas all as specified in the “Facilities Regulations, 2004” of the OHS Act 85 of 1993.

Eating facilities should be provided in a location that is sheltered from the elements.

Adequate changing-, washing – and toilet facilities shall be provided for both sexes.

At least 1 shower per 15 workers and 1 toilet per 30 workers shall be provided. Chemical toilets may be used instead of the water borne sewerage type.

**G8.12 Working at Heights specific requirements****Medical certificate of fitness**

In terms of the Construction Regulations personnel working at height shall be physically and psychologically fit to work safely in such an environment and shall be in possession of a valid medical certificate of fitness (valid for 1 year since date of issue) issued by an occupational health practitioner who shall be registered with the Health Professions council of south Africa.

**Scaffolding**

Scaffolding shall comply with the requirements of SANS 10085-1:2004

Competent persons to be appointed in writing to:

- Erect scaffolding (scaffolds erector/s)
- Act as scaffold team leader/s
- Inspect scaffolding immediately after erection and thereafter weekly and after inclement weather, as applicable by scaffold inspector/s). Every scaffold erected must be registered and the results of each inspection must be recorded in writing and kept in the job specific Health and Safety file.

Scaffolders must adopt a safe system of work when erecting scaffolding and must wear fall arrest equipment during erection/dismantling of scaffolding.

Every scaffold shall be erected by a competent scaffolding erector and on completion thereof a competent scaffolding inspector shall provide written certification that such scaffolding is safe for use.

Consideration must be given to trip hazards on the walkways.

Safe means of access must be provided by way of secured vertical ladders or ladders placed at a suitable angle for easy use.(Preferably within the scaffold framework). All ladders must be tied. The working platforms must provide a handhold for getting on or off access ladders etc..

Strict control measures must be put in place to prevent unauthorised alterations to scaffolding such as removing ties and scaffold boards, toe boards etc. Changes should only be made when properly assessed, planned and undertaken by competent person.

All scaffolding shall otherwise be inspected every day before commencement of work by the user and at least once a week by a scaffolding inspector and written certification must be obtained from such inspector that the scaffolding is safe to use.

All scaffolding certificates, of whatever nature, shall be filed in the relevant Health and Safety File to be kept on site.

Scaffolding to be under the control of the scaffold competent person and all safety signage and safety PPE as required in terms of the SANS document shall be provided and used.

The Contractor shall note the following additional requirements:

All scaffold training shall be accredited by Department of Labour, SAQA or SETA.

## Ladders and ladder Work

The Contractors shall ensure that all ladders are inspected (more in depth than pre-use checks) monthly by appointed competent ladder inspectors, are in good safe working order, are of the correct height for the task, extended at least 1m above the landing, fastened and secured or at minimum held, and at a safe angle (one in four rule). Records of inspections must be available on request.

Wherever possible tie a ladder (by its stiles) to prevent it from slipping, either at the top, the bottom or both.

Ladders should be fitted with safety feet to prevent slipping – feet to be in good repair (not loose, missing, splitting, excessively worn, secure etc.), clean and in good contact with the ground (ground to be level, firm and clean).

Ladder should be set correctly, (angle of inclination), to ensure that it cannot topple over.

Access ladders should extend about 1 metre above the working platform providing a handhold for getting on or off.

Don't rest ladders against weak upper surfaces (e.g. glazing, plastic gutters etc); use effective spreader bars or effective stand-offs Avoid side-on work.

Do not overreach and do not work off the top three rungs (leaning ladder) or top two steps (stepladder).

When working from a ladder, try and maintain three points of contact (e.g. both feet and one hand). Wearing of safety belt and fall protection equipment is recommended.

Users should face the ladder at all times whilst climbing or dismounting.

Only one person to work from a ladder.

All tools and equipment should be hauled up or lowered by rope or other means in a safe manner. No tools to be left on top of ladders. Heavy or bulky loads should not be carried up or down ladders – a gin wheel or other suitable lifting equipment should be used.

Ladders should be kept clean and free from greasy and oily deposits.

Ladder inspection training shall be accredited by Department of Labour, SAQA or SETA

## Fall protection

A contractor must-

- (a) Designate a competent person to be responsible for the preparation of a fall protection plan;
- (b) Ensure that the fall protection plan contemplated in paragraph (a) is implemented, amended where and when necessary and maintained as required; and
- (c) Take steps to ensure continued adherence to the fall protection plan.

## Hired plant and Machinery. (including “Cherry Pickers” [elevated moving platforms] )

All contractors shall ensure that any hired plant and machinery used on site is safe to use and complies in all respects with the OHS Act.

All contractors shall ensure that operators hired with machinery are competent and licenced (where applicable) and that certificates are kept on site.

All contractors shall ensure that their employees working with/operating hired plant and machinery shall receive suitable training.

## Cherry Picker Operators

Operators must:

- be competent to operate the Cherry Picker in the working conditions to which they are exposed,
- be instructed in local hazards and site rules,
- have attended a recognised basic training course, and
- be familiar with the make and model of Cherry Picker they are authorised to operate.

Written proof of competency and/or training to be available on request.

Cherry Picker operator training shall be accredited by Department of Labour, SAQA or SETA.

#### Cherry Picker Supervisors

Supervisors should be instructed in the hazards, risk factors, and control measures identified in the task specific risk assessments for the work to be carried out. They should be familiar with the plans (Method Statement) for the work to be carried out and take part in regular on site emergency lowering drills.

#### **Work in Confined spaces**

(1) An employer or a user of machinery shall take steps to ensure that a confined space is entered by an employee or other person only after the air therein has been tested and evaluated by a person who is competent to pronounce on the safety thereof, and who has certified in writing that the confined space is safe and will remain safe while any person is in the confined space, taking into account the nature and duration of the work to be performed therein.

(2) Where the provisions of subregulation (1) cannot be complied with the employer or user of machinery, as the case may be, shall take steps to ensure that any confined space in which there exists or is likely to exist a hazardous gas, vapour, dust or fumes, or which has or is likely to have, an oxygen content of less than 20 per cent by volume, is entered by an employee or other person only when—

(a) subject to the provisions of subregulation (3), the confined space is purged and ventilated to provide a safe atmosphere therein and measures necessary to maintain a safe atmosphere therein have been taken; and

(b) the confined space has been isolated from all pipes, ducts and other communicating openings by means of effective blanking other than the shutting or locking of a valve or a cock, or, if this is not practicable, only when all valves and cocks which are a potential source of danger have been locked and securely fastened by means of chains and padlocks.

(3) Where the provisions of subregulation (2)(a) cannot be complied with, the employer or user of machinery shall take steps to ensure that the confined space in question is entered only when the employee or person entering is using breathing apparatus of a type approved by the chief inspector and, further, that—

(a) the provisions of subregulation (2)(b) are complied with;

(b) any employee or person entering the confined space is using a safety harness or other similar equipment, to which a rope is securely attached which reaches beyond the access to the confined space, and the free end of which is attended to by a person referred to in paragraph (c);

(c) at least one other person trained in resuscitation is and remains in attendance immediately outside the entrance of the confined space in order to assist or remove any person or persons from the confined space, if necessary; and

(d) effective apparatus for breathing and resuscitation of a type approved by the chief inspector is available immediately outside the confined space.

(4) An employer or user of machinery shall take steps to ensure that all persons vacate a confined space on completion of any work therein.

(5) Where the hazardous gas, vapour, dust or fumes contemplated in subregulation (2) are of an explosive or flammable nature, an employer or user of machinery shall further take steps to ensure that such a confined space is entered only if—

(a) the concentration of the gas, vapour, dust or fumes does not exceed 25 per cent of the lower explosive limit of the gas, vapour, dust or fumes concerned where the work to be performed is of such a nature that it does not create a source of ignition; or

(b) such concentration does not exceed 10 per cent of the lower explosive limit of the gas, vapour, dust or fumes where other work is performed.



(6) The provisions of this regulation shall *mutatis mutandis* also apply, in so far as they can be so applied, to any work which is performed in any place or space on the outside of and bordering on or in the immediate vicinity of, any confined space, and in which place or space, owing to its proximity to the confined space, any hazardous article, oxygen-deficient atmosphere or dangerous concentration of gas, vapour, dust or fumes may occur or be present.

## FORMS FOR CONTRACT ADMINISTRATION

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

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

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R500.00 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.

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

\_\_\_\_\_  
 Date

**TRADE NAMES OR PROPRIETARY PRODUCTS**

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

**EMPLOYMENT OF SECURITY PERSONNEL**

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

## C.6 SPECIAL CONDITIONS OF CONTRACT

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

### 1. Definitions

*Insert new clause 1.1A with the following:*

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

*Delete Clause 1.15 and substitute with the following*

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

*Delete Clause 1.19 and substitute with the following*

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

*Delete Clause 1.21 and substitute with the following:*

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

*Add the following after Clause 1.25:*

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

### 3. General Obligations

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

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

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

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

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

*Add the following after clause 5.4:*

- 5.5 Copyright of all documents prepared by the Supplier in accordance with the relevant provisions of the Copyright Act (Act 98 of 1978) relating to the Contract shall be vested in the Purchaser. Where copyright is vested in the Supplier, the Purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the agreement and need not obtain the Supplier's permission to copy it for such use. Where copyright is vested in the Purchaser, the Supplier shall not be liable in any way for the use of any of the information other than as originally intended in terms of the agreement and the Purchaser hereby indemnifies the Supplier against any claim which may be made against it by any person / entity, arising from the use of such documentation for other purposes.  
  
The ownership of data and factual information collected by the Supplier and paid for by the Purchaser shall, after payment, vest with the Purchaser.
- 5.6 **Publicity and publication**  
The Supplier shall not release public or media statements or publish material related to the services or agreement within two (2) years of Delivery of the Goods, without the written approval of the Purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**  
Both Parties shall keep all information obtained by them in the context of the agreement, confidential and shall not divulge it without the written approval of the other Party.
- 5.8 **Intellectual Property**
  - 5.8.1 The Supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Purchaser.
  - 5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, unless the Parties expressly agree otherwise in writing.
  - 5.8.3 The Supplier shall, and warrants that it shall:
    - 5.8.3.1 Not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;
    - 5.8.3.2 not modify, add to, change or alter the Purchaser's Intellectual Property, or any information or data related thereto, nor may the Supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Purchaser;

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

*Add the following after clause 5.8:*

#### **5.9 Protection of Personal Information Act of 2013**

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

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

that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

## 5.10 **PERFORMANCE MONITORING**

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

## 7. Performance Security

Not Applicable

## 8. Inspections, tests and analyses

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

## 10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for Delivery of the goods shall be the date as stated on the Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the "goods" does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.
- 10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services have been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the Purchaser determines that the Goods and/or Services have been satisfactorily delivered, the Purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of such written acceptance of the Goods.

## 11. Insurance

*Add the following after clause 11.1:*

- 11.2 Without limiting the obligations of the Supplier in terms of this Contract, the Supplier shall effect and maintain the following additional insurances:
- 11.2.1 Public liability insurances, in the name of the Supplier, covering the Supplier and the Purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
- 11.2.2 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the Supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- 11.2.3 Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the Supplier's broker or the insurance company itself (see the Pro Forma Insurance Broker's Warranty).
- 11.2.4 In the case of Contracts for delivery of professional services, Professional indemnity insurance providing cover in an amount of not less than **R5 million** in respect of each and every claim during the contract period.

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

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

## 15. Warranty

*Add to Clause 15.2:*

15.2 The warranty for this Contract shall remain valid for twelve (12) months from date of Delivery of the Goods and/or Services.

## 16. Payment

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

16.1 Payment of invoices will be made:

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

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

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

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

*Add the following after clause 16.4*

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

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

## 17. Prices

*Add the following after clause 17.1*

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

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



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

These rates which are stated on the Price Schedule shall be adjusted annually (every 12 months) per anniversary of the date of contract commencement (recalculation date). For the purpose of contract price adjustment, the following general provisions shall apply in all cases:

#### **Labour only**

The following SEIFSA table shall be regarded as relevant to labour only items in this Contract:

Table C3a Index of actual labour cost, as applicable

The applicable formulae is:

$$A = a + b \left( \frac{Ln}{Lo} \right) - 1$$

Where:

A = Adjustment Factor rounded off to the sixth decimal place

a = 0.10 Fixed coefficient (non-adjustable portion)

b = 0.90

Ln = Current labour index in Table C3a

Lo = Base labour index in Table C3a

#### **Mining and Construction Plant and Equipment only**

The following SEIFSA table shall be regarded as relevant to Mining and Construction Plant and Equipment only items in this Contract:

Table P-2 Statistics SA – Production price index, Mining and Construction Plant and Equipment; as applicable

The applicable formulae is:

$$A = a + f \left( \frac{Pn}{Po} \right) - 1$$

Where:

A = Adjustment Factor rounded off to the sixth decimal place

a = 0.10 Fixed coefficient (non-adjustable portion)

F = 0.90

Pn = Current mining and construction and equipment index in Table P-2

Po = Base mining and construction and equipment index in Table P-2

#### **Labour and Material**

For the purpose of this Sub-Clause, Preliminary and General Items are included with Labour and material for the sake of convenience, and which otherwise have no relationship with each other.

The following SEIFSA tables shall be regarded as relevant to labour and materials items in this Contract:

Table C3a - Index of actual labour cost, as applicable

Table G2 – Construction input price index (CIPI): Materials purchases by type of service; as applicable

The applicable formulae is:

$$A = a + b \left( \frac{Ln}{Lo} \right) + c \left( \frac{Mn}{Mo} \right) - 1$$

Where:

A = Adjustment Factor rounded off to the sixth decimal place

a = 0.10 Fixed coefficient (non-adjustable portion)

b = 0.30

c = 0.60

Ln = Current labour index in Table C-3a

Lo = Base labour index in Table C-3a

Mn = Current Construction input price index in Table G-2

Mo = Base Construction input price index in Table G-2

#### **Material only**

The following SEIFSA tables shall be regarded as relevant to some materials only items in this Contract:

Table O-2 Statistics SA – product price Index, Final and Intermediate Manufactured Goods, as applicable  
The applicable formulae is:

$$A = a + e \left( \frac{S_{sn}}{S_{so}} \right) - 1$$

Where:

A = Adjustment Factor rounded off to the sixth decimal place

a = 0.10 Fixed coefficient (non-adjustable portion)

e = 0.90

S<sub>sn</sub> = Current Final and Intermediate Manufactured Goods Index in Table O-2

S<sub>so</sub> = Base Final and Intermediate Manufactured Goods index in Table O-2

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

## 18. Contract Amendments

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

### 18. Contract Amendments and Variations

*Add the following to clause 18.1:*

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

## 20. Subcontracts

*Add the following after clause 20.1:*

- 20.2 The Supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not 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 obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation, and may at his discretion extend the time for Delivery.

Where additional time is granted, the Purchaser shall also determine whether or not the Supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the Purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect

of delays that were beyond the reasonable control of both the Supplier and the Purchaser, additional time only (no costs) will be granted.

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

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

## 22. Penalties

*Delete clause 22.1 and replace with the following:*

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

In the event that the actual delivery of services ordered in terms of this tender exceeds the contracted delivery period, a penalty of 0.5% per week of the value of the overdue services will be imposed. No such penalties shall exceed 10% of the value of the overdue service concerned.

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

## 23. Termination for default

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

### **23. Termination**

*Add the following to the end of clause 23.1:*

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

*Add the following after clause 23.7:*

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

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

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

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

- 23.8.4 Reputational risk or harm to the Purchaser

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

- a) reports of poor governance and/or unethical behaviour;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the Purchaser
- d) negative social media reports;

- e) adverse assurance (e.g. due diligence) report outcomes; or
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.49), where the person is or was negatively implicated in any SCM irregularity.

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

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

## 26. Termination for insolvency

*Delete clause 26.1 and replace with the following:*

- 26.1 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:
- 26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or
  - 26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.
- 26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Contract.

## 27. Settlement of Disputes

*Amend clause 27.1 as follows:*

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

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

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

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

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

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

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

## 28. Limitation of Liability

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

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

*Add the following after clause 28.1:*

- 28.2 Without detracting from, and in addition to, any of the other indemnities in this Contract, the Supplier shall be solely liable for and hereby indemnifies and holds harmless the Purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:
  - a) personal injury or loss of life to any individual;
  - b) loss of or damage to property;

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

### **31. Notices**

*Delete clauses 31.1 and 31.2 and replace with the following:*

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

### **32. Taxes and Duties**

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

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

*Add the following after clause 32.3:*

32.4 The VAT registration number of the CCT is 4500193497.

#### **ADDITIONAL CONDITIONS OF CONTRACT**

*Add the following Clause after Clause 34:*

#### **35. Reporting Obligations**

35.1 The Supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

## C.7 GENERAL CONDITIONS OF CONTRACT

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

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### 1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.

1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.

1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

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



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

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

## **2. Application**

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

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

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

## **3. General**

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](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 as far as may be necessary for the purposes of such performance.

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

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

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

## **6. Patent rights**

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

## **7. Performance Security**

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

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

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

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

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

## **14. Spare parts**

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

## **15. Warranty**

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

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

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

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

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

## **16. Payment**

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

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

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

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

## **17. Prices**

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

## **18. Contract Amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

## **25. Force majeure**

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

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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

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

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

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

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

## **28. Limitation of Liability**

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

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

## **29. Governing language**

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

## **30. Applicable Law**

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

## **31. Notices**

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

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

## **32. Taxes and Duties**

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

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

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

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

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

## **34 Prohibition of Restrictive practices**

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

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



## C.8 ANNEXURES

### Annexure A – Pro Forma Insurance Broker’s Warranty



*Letterhead of supplier’s Insurance Broker*

Date \_\_\_\_\_

CCT  
City Manager  
Civic Centre  
12 Hertzog Boulevard  
Cape Town  
8000

Dear Sir

**TENDER NO.:** 2023/24

**TENDER DESCRIPTION:**

**NAME OF SUPPLIER:** \_\_\_\_\_

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

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

Yours faithfully

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

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

## Annexure B – Monthly Project Labour Report

## ANNEX 1

**CITY OF CAPE TOWN**  
**MONTHLY PROJECT LABOUR REPORT**



### 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](mailto:EPWPLR@capetown.gov.za).

### Project Details

- 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

[illegible][illegible]

## MONTHLY PROJECT LABOUR REPORT

## BENEFICIARY DETAILS AND WORK INFORMATION



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:				Year    Month		Sheet 1    of		
--------------------------------------	--	--	--	---------------	--	------------------	--	--

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

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

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

## **Annexure C - Pro Forma Performance Security/ Guarantee**

*[Not Applicable]*

## **Annexure D - Pro Forma Advance Payment Guarantee**

*[Not applicable]*

**Approved Financial Institution as at 28 February 2023:****1.1 National Banks**

ABSA Bank Limited  
 FirstRand Bank Limited  
 Investec Bank Limited  
 Nedbank Limited  
 Standard Bank of South Africa Limited

**1.2 International Banks (with branches in South Africa)**

Barclays Bank PLC  
 Citibank NA  
 Credit Agricole Corporate and Investment Bank  
 HSBC Bank PLC  
 JPMorgan Chase Bank  
 Societe Generale  
 Standard Chartered Bank

**1.3 Insurance Companies**

American International Group Inc (AIG)  
 Bryte Insurance Company Limited  
 Coface SA  
 Compass Insurance Company Limited  
 Credit Guarantee Insurance Corporation of Africa Limited  
 Guardrisk Insurance Company Limited  
 Hollard Insurance Company Limited  
 Infiniti Insurance Limited  
 Lombard Insurance Company Limited  
 Mutual and Federal Risk Financing Limited  
 New National Assurance Company Limited  
 PSG Konsult Ltd (previously Absa Insurance)  
 Regent Insurance Company Limited  
 Renasa Insurance Company Limited  
 Santam Limited...]

## Annexure F - Tender Returnable Documents

### Schedule F.1: Contract Price Adjustment

#### 1. TENDER CONDITIONS

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

#### 2. CPA PROVISIONS SELECTION

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

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

		OR		
H	N/A	Overseas CPI / PPI index based CPA	Ad-Hoc / Periodic	Schedule F.1 (H)

2.4 CPA and/or RoE provisions marked as **not applicable** is not relevant and will not apply to this tender and resulting contract.

### 3. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

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

- i. By letter to: Director Supply Chain Management, City of Cape Town,  
P O Box 655, Cape Town, 8000 or
- ii. By email to: **ISMContracts.CPARequest@capetown.gov.za**

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

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



<b>F.1 (A) – FIRM PRICES</b>
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***NOT APPLICABLE***

<b>F.1 (B) LOCAL SOUTH AFRICAN CONTENT – SEIFSA INDICES</b>
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1. Tenderers/Suppliers that are manufacturers of the tendered goods and that indicate CPA provision above based on SEIFSA Indices shall comply with the conditions specified below and shall complete Table F.1 (B).1: SEIFSA Base Material and Labour Prices in full.
2. Material, labour and / or road freight price variation shall be calculated based upon the SEIFSA base material, labour and / or road freight prices / indices and the price proportions indicated by the Tenderer/Supplier for the Goods tendered, as detailed in Table F.1 (B).1: SEIFSA Base Material and Labour Prices.
3. For items that are also subject to RoE and / or Overseas Pricelist / Quotation based CPA, the SEIFSA index based CPA **shall apply only to the South African Content portion**.
4. A minimum of 10% of the **South African Content portion** of the tender price shall be fixed and free of variation for the duration of the contract.
5. The contract price per item shall be adjusted **annually (every 12 months)** in advance of placement of orders, and the adjusted contract price shall be applicable for purchase orders placed during the following full calendar month.
6. Fluctuations in the prices of raw materials, labour and road freight will be acceptable for the item price in C.4 Price Schedule, CPA calculations.
7. The base month for CPA calculations shall be the calendar month prior to the month of the closing date for tenders, and SEIFSA indices published in this month shall be used.
8. Adjusted contract prices per item shall be calculated based upon the SEIFSA indices published in the calendar month of application for the amended item contract prices.
9. Material and labour price variation shall be calculated based upon the SEIFSA base material and labour indices and the stipulated price proportions as detailed in Table F.1 (B).1.
10. The process to be followed by Tenderers/Suppliers for claims for CPA in terms of SEIFSA shall be as follows:
  - a) The Tenderers/Suppliers shall approach the CCT in writing during the week following the third Friday of each month with an application for the adjustment of the contract prices in C.4 Price Schedule and the amended prices to be applicable to the contract during the following calendar month.
  - b) The application shall be based upon the SEIFSA indices published during the calendar month of application (those published on the Monday following the third Friday of the month and detailing the latest available indices) and shall detail the proposed adjusted unit prices for the Items and include detailed calculations indicating how the adjusted unit prices per item have been established.
  - c) Calculations of the CPA shall use the original tendered unit rates, the base indices, the indices published in the calendar month of application and the SEIFSA formula and shall contain no other factors or adjustments.
  - d) The CCT will check and approve the proposed unit prices for the following month prior to the last day of the month of application. The CCT will notify the Tenderers/Suppliers in writing of approval of the proposed prices.
  - e) All purchase orders for the contracted Items issued during a month shall be issued, invoiced and paid at the contract unit prices approved for that month and no further SEIFSA based contract price adjustment claims will be considered, irrespective of the actual month of delivery and whether or not deliveries were subject to any manufacturing or delivery delays.
  - f) The required delivery dates for orders placed by the Employer for the contracted Items will be determined based upon the date of issue of the purchase order and the contract delivery period. Delays in the delivery of the Items for orders placed by the CCT shall not entitle the Tenderers /Suppliers to any amendment of the approved contract price adjustment applicable to that order.
  - g) Failure by the Tenderers/Suppliers to submit claims for CPA within the timeframes detailed above will result in the unit rates for the items concerned being determined by the CCT in accordance with the published SEIFSA indices. The CCT however reserves the right in such a case not to amend the unit

rates for the item if it is not to the CCT's advantage.

- h) The successful Tenderers/Suppliers shall immediately upon notification of commencement date of contract (or date of issue of first PO) submit written application for approval of adjustment to the contract prices in C.4 Price Schedule that shall be applicable during the first calendar month of the contract. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices for the first calendar month of the contract.
- i) Failure to submit such application within two working weeks of commencement of contract shall result in the tendered unit prices in C.4 Price Schedule being applied for orders placed during the first calendar month of the contract.
- j) Application for CPA thereafter shall follow the process detailed above.

**TABLE F.1 (B).1: SEIFSA BASE MATERIAL AND LABOUR PRICES**

Where Tender prices are subject to adjustment the prices quoted shall be subject to price variation based upon the SEIFSA base prices or indices for materials and labour detailed below.

For the purposes of this tender the **base month** shall be **1 month prior to tender closing**.

ITEM	DESCRIPTION	SEIFSA Table No:	Base Month Price / Index:
1 to 5	Labour Only	Table C-3(a): All Hourly-Paid Employees	
6 to 12	Mining and Construction Plant and Equipment only	Table P-2: Machinery for mining, quarrying and construction and parts thereof	
13 to 18	Mining and Construction Plant and Equipment only	Table P-2: Lifting and handling equipment and parts thereof	
19 to 20	Labour Only	Table G-2: Column – Site Preparation	
21 to 42	Labour Only	Table C-3(a): All Hourly-Paid Employees	
43 to 45	Material Only	Table O-2: Coal & Petroleum Products	
48 to 50	Labour and Material Only	Table G-2: Column – Other Structures	
53 to 57	Material Only	Table O-2: Coal & Petroleum Products	
58 to 60	Labour Only	Table C-3(a): All Hourly-Paid Employees	
63	Material Only	Table O-2: Plastic Products	
64-65	Labour Only	Table C-3(a): All Hourly-Paid Employees	

**TENDERER/SUPPLIER TO NOTE:**

- a) This Schedule is only applicable if the Tenderer/Supplier is the Manufacturer of the Goods
- b) A Minimum of 10% of the tendered local South African price must remain fixed.

**TABLE F.1 (B). (Cont'd): SEIFSA BASE MATERIAL AND LABOUR PRICES**

Item No.	Particulars of Item in C.4 Pricing Schedule	Material								Labour	Fixed Portion of Tender Price (Min 10%) (%)
		The percentage contribution of the specific materials to the total price per item are as follows:-								Proportion of Item Price Attributed to Labour Cost (%)	
		Aluminium	Aluminium Alloy	Copper Rod	PVC Compound	Other: _____	Other: _____	Galvanised Steel Wire	Steel Wire Diameter		
		Proportion of Item Price (%)	Proportion of Item Price (%)	Proportion of Item Price (%)	Proportion of Item Price (%)	Proportion of Item Price (%)	Proportion of Item Price (%)	Proportion of Item Price (%)	(mm)		
1											
2											
3											
4											
5											

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

***NOT APPLICABLE***

<b>F.1 (D) LOCAL SOUTH AFRICAN CONTENT - STATS SA CONSUMER PRICE INDEX</b>
--

***NOT APPLICABLE***

<b>F.1. (E) LOCAL SOUTH AFRICAN CONTENT – SECTORIAL DETERMINATION</b>
---

***NOT APPLICABLE***



**F.1. (F) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA  
RATE OF EXCHANGE PRICE VARIATIONS**

1. Subject to the above, when tendered prices of certain items in C.4 Price Schedule are subject to adjustment for changes in the cost of goods and/or components imported from outside of South Africa, the Tenderer must (as part of the bid submission) provide a list of such items and other information as required in Table F.1 (F).2 below and include it in the bid submission.
2. Only tenderers who are the direct importer of the goods may claim rate of exchange price variations.

**Table F.1 (F).1: Information required for prices subject to Rate of Exchange adjustments**

Exchange Rate on which tender is based:	_____ 1 : Rand _____
Exchange Rate on which tender is based: (if more than one currency)	_____ 1 : Rand _____
Exchange Rate on which tender is based: (if more than one currency)	_____ 1 : Rand _____
Name of Bank	
Date of quoted rate of exchange	
Documentation relevant to calculation of adjustments based on Rate of Exchange (Mark with "x")	
Bill of Lading	
Waybill	
Customs invoice	
Other: _____	

**TABLE F.1 (F).2: Price Basis for Imported Resources**

C.4 Price Schedule Detail		Rand Value Calculation for Foreign Content (FOB)			Customs Surcharge		Customs Duty			Rand Value for South African Content (FOR)	Total Tender Price in Rand of (C) + (D) + (E) + (F) included in Price Schedule C.4
C.4 Price Schedule Item No.	Description of Resources	Value in Foreign Currency denomination	Rate of Exchange as at Base Date*	Value in Rand for Foreign currency content (A) x (B)	%	Rand	%	Rand	Customs Duty Tariff Reference	Value in Rand for South African Content	(G)
		(A)	(B)	(C)		(D)		(E)		(F)	

\* Base Date: 7 (seven) calendar days before tender closing.

3. Any items/resources not inserted in Table F.1 (F).2 above, are deemed to be manufactured / supplied in South Africa and is not subject to adjustment in terms of variation in rate of exchange.
4. The price adjustment for variations in the cost of plant and materials imported from outside of South Africa shall be based on the information contained on the schedule titled "Price Basis for Imported Resources" (Table F.1 (F).2). The Rand value of goods and components comprising entirely or partly imported content that is inserted on the Table F.1(F).2 titled "Price Basis for Imported Resources" (column (G)) shall be the rate tendered in the Pricing Schedule C.4, and shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate 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)) and any South

African manufactured or added content (column (F)). Any mark-up by the Tenderer or other costs not detailed above shall be entirely contained within the South African Content (Column (F)).

5. Column A of Table F.1 (F).2 shall detail the actual quotation for the imported Goods or components, and shall be substantiated by the original source quotation for such Goods or components. (Source quotation from foreign supplier/manufacturer, see Schedule F.1 (G), Table F.1 (G).1 below). No Supplier mark-up on the foreign currency value of such imported Goods or components is permissible. All Supplier mark-up shall be included in the South African content, Column F of Table F.1 (F).2 above.
6. Based on the evidence provided in Clause 5 above, the value in Rand inserted in column (C) 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 Clause 7 below.
7. The adjustments shall be calculated upon the value in foreign currency in the Supplier'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 (or any adjusted value approved in accordance with Schedule F.1 (G) below).
8. 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.
9. 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.
10. Suppliers shall take out Forward Cover covering the foreign exchange component of the cost of any imported portion of the Goods ordered on each purchase order issued by the Employer.
11. The process to be followed by Suppliers for claims for Rate of Exchange Variations shall be as follows:
  - a) The Supplier shall within seven working days from the date of receipt of the purchase order arrange for cover or recovering 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 goods and components inserted by the Tenderer on the scheduled titled "Price Basis for Imported Resources" (Table F.1 (F).2), and submit such Forward Cover quotation to the City for approval.
  - b) Upon receipt of the quotation for Forward Cover from the bank, the Supplier must forward the quote ideally, within 15 minutes of receiving it from their banker to the CCT: Contract Manager: **ISMContracts.CPARequest@capetown.gov.za**. This is to ensure that the time difference from generation of the quotation for Forward Cover to finalising the Forward Cover with the Bank, is kept to a minimum due to the change in the exchange rate throughout the day.
  - c) The Contract Manager will forward the quotation to the CCT Treasury Department immediately for their consideration and approval. The cut-off time for receipt of quotations for Forward Cover will be 14h00. It must be noted that if this deadline will not be achieved, it is recommended that the quotation process be undertaken on the following day which should fall within the 7 days of receipt of the purchase order.
  - d) Only once the Forward Cover quotation rate has been approved by CCT Treasury Department, may the Supplier finalise the Forward Cover contract with their bank at the rate approved by the CCT Treasury Department for that Purchase Order and forward a copy of the contract to the CCT via email: Contract Manager: **ISMContracts.CPARequest@capetown.gov.za**.
  - e) The Forward Cover quotation envisaged above shall have the CCT purchase order number and a Forward Cover Contract (FCC) Value Date that is directly based upon the required delivery date for the imported Goods or components necessary in order to meet the Contract Delivery Period. Future FCC Value Dates beyond the Contract Delivery Period shall not be acceptable.
12. On delivery of the goods to the City the Supplier shall submit the following documentation to the CCT via email: Contract Manager: **ISMContracts.CPARequest@capetown.gov.za** .

- a) The Bill of Lading/Waybill/Customs Invoice (clearly indicating the items as identified on the purchase order).
  - b) Calculations detailing the difference in the rate of exchange at the time of entry and the date of tender. These shall be submitted on a covering letter.
  - c) The invoice / credit note for the Rate of Exchange adjustment applicable to the specific order.
13. In exceptional circumstances, and subject to the Employer's explicit approval, Rate of Exchange variations on Goods or components that are imported in bulk in advance in fulfilment of the contract requirements or to create buffer stocks, but not specifically in response to specific purchase orders placed by the Employer in accordance with the contract, shall be based upon whichever of the following two methodologies is more advantageous to the Employer:
- a) Methodology 1: A spot quotation for the Forward Cover Contract rate for the imported portion of the Goods, based upon the FCC Value Date for the particular purchase order(s), as outlined in clause 11 above.
  - b) Methodology 2: The actual Rate of Exchange cost variations incurred in fulfilment of the purchase order(s), fully substantiated by detailed Bills of Lading and Customs Invoice applicable to the particular Goods delivered. The applicable Rate of Exchange shall be the rate as defined on the Customs Invoice for the imported Goods.
  - c) Determination of the more advantageous methodology shall be conducted and approved following delivery of the imported Goods or components to the Supplier but prior to delivery of the Goods to the Employer.
14. Approval of the process detailed in Clause 13 and sub-clauses above shall be on an order by order basis and application shall be submitted, with required supporting documents, immediately on receipt of the relevant purchase order(s).

<b>F.1. (G) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA - MANUFACTURER/SUPPLIER PRICE/QUOTATION LIST</b>
--

***NOT APPLICABLE***

<b>F.1. (H) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA - BASED ON FOREIGN INDICES</b>
--

***NOT APPLICABLE***

## Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortia

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

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

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

**Note: A copy of the Joint Venture Agreement shall be appended to *List of Other Documents Attached by Tenderer Schedule*.**

### Schedule F.3: Declaration for Procurement above R10 million

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

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

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

If YES, submit audited annual financial statements:

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

By attaching such audited financial statements to **List of Other Documents Attached by Tenderer Schedule**.

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

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

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

- 2.2 If YES, provide particulars:


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

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

If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of Other Documents Attached by Tenderer** schedule in the same format as the table below:

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

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

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

If YES, furnish particulars below


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

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

\_\_\_\_\_  
Date

## Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);
- 1.2 **To be completed by the organ of state**  
The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.
- 1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### 2. DEFINITIONS

The following definitions shall apply to this schedule:

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



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

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

80/20

Or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

**4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT****POINTS AWARDED FOR PRICE**

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

80/20

Or

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

**5. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points Allocated (80/20 system)	Number of points claimed (80/20 system)
Gender	5	
Race	5	
Disability	3	
Promotion of Micro and Small Enterprises	7	

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm.....

5.4 Company registration number: .....

5.5 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

5.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the Supplier may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

<i>Signature of Tenderer</i>	<i>Date</i>	<i>Name and Surname</i>	<i>Address</i>

For official use.		
<b>SIGNATURE OF CCT OFFICIALS AT TENDER OPENING</b>		
1.	2.	3.

## **Schedule F.5: 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 (CCT) during the previous twelve (12) months, or
  - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 or higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
    - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
  - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
    - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
    - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
    - 1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
- 3.1 Full Name of tenderer or his or her representative: \_\_\_\_\_
  - 3.2 Identity Number: \_\_\_\_\_
  - 3.3 Position occupied in the Company (director, trustee, 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 CCT in the past twelve months? **YES / NO**  
3.15.1 If yes, furnish particulars: \_\_\_\_\_
- 3.16 Do you have any employees who was in the service of the CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT's bid committees for this bid? **YES / NO**  
3.16.1 If yes, furnish particulars: \_\_\_\_\_

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

Full Name	Identity Number	State Employee Number

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

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

Signature \_\_\_\_\_

Print name: \_\_\_\_\_

Date \_\_\_\_\_

On behalf of the tenderer (duly authorised)

***'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 F.6: Conflict of Interest Declaration

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

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

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


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

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

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

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

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


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

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

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

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

\_\_\_\_\_  
Date

## Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

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

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

Item	Question	Yes	No
2.1	<p><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 <input type="checkbox"/>	No <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 <input type="checkbox"/>	No <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 <input type="checkbox"/>	No <input type="checkbox"/>
2.3.1	If so, furnish particulars:		
Item	Question	Yes	No

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

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

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

\_\_\_\_\_  
Date

## Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT

To: THE CITY MANAGER, City of Cape Town

From: \_\_\_\_\_  
(Name of tenderer)

### RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CCT

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

Physical Business address(es) of the tenderer	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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

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

\_\_\_\_\_  
Date



## Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **312S/2024/25** and tender description: **SERVICING, MAINTENANCE, REPAIR, TESTING AND CALIBRATION OF FUEL DISPENSOR SYSTEMS, FUEL PUMPS ALONG WITH FUEL TANKS FOR THE CITY OF CAPE TOWN** in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

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

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
  - (a) has been requested to submit a tender in response to this tender invitation;
  - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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/o/r may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature \_\_\_\_\_

Print name: \_\_\_\_\_

On behalf of the tenderer (duly authorised) \_\_\_\_\_

Date \_\_\_\_\_

**(<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 F.10: Proposed Deviations And Qualifications By Tenderer**

The Tenderer should record any **proposed** deviations or qualifications they may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

The Tenderer's attention is drawn to clause 2.3.7.2 of the Standard Conditions of Tender referenced in the Tender Data regarding the CCT's handling of material deviations and qualifications.

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

List relevant documentation attached in Schedule F.10 below.

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

\_\_\_\_\_  
Date

## Schedule F.11: List of Other Documents Attached By Tenderer

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

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

Attach additional pages if more space is required.

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

**Schedule F.12: Record of Addenda to Tender Documents**

We confirm that the following communications received from the CCT before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

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

\_\_\_\_\_  
Date

**Schedule F.13: Information to Be Provided With the Tender**

The following information shall be provided with the Tender:

1. **Schedule F.13A - Experience:** The tenderer must complete the schedule with list of projects where they serviced, repaired, maintained or refurbished fuel tanks and/or fuel pumps, or fuel service stations. Tenderers must provide verifiable active contact details that can corroborate all information provided in this regard.
2. **Schedule F.13B – Key Personnel:** It would be advisable for different individuals to be identified for each of the key personnel listed on **Schedule F.13B: Key Personnel**. If, however a tenderer wishes to propose the same person for more than one of the positions listed, such person must pass the requirements for each criteria and the tender submission must clearly indicate such compliance. **Evidence to be submitted** with Schedule F.13B:
  - a. **Artisan:** CV and a relevant Trade Test Certificate (mechanical) to be submitted. Verifiable experience in overseeing service, repair and maintenance of pumps in the petroleum or similar industry. Experience can include retail service stations.
  - b. **Fuel Pump Technician:** CV to be submitted with verifiable experience in the petroleum or similar industry. Experience can include retail service stations.
  - c. **Project Manager:** Verifiable experience in Project management.

<b>Schedule F.13 A: Information to Be Provided With the Tender</b>
--

Company's experience in the - **SERVICING, MAINTENANCE, REPAIR, TESTING AND CALIBRATION OF FUEL DISPENSOR SYSTEMS, FUEL PUMPS ALONG WITH FUEL TANKS AND FUEL SERVICE STATIONS**

#	Client Name	Client Contact Details (Email and telephone number)	Description of the Project	Duration of Project		Value
				Start Date (dd/mm/year)	End date (dd/mm/year)	
1.		Email: Tel:				
2.		Email: Tel:				
3.		Email: Tel:				
4.		Email: Tel:				
5.		Email: Tel:				
6.		Email: Tel:				
7.		Email: Tel:				
8.		Email: Tel:				
9.		Email: Tel:				
10.		Email: Tel:				

\*Tenderers to note, tenderers may include additional lines for the description of their clients and/or projects as of and when required.

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

## Schedule F.13 B: KEY PERSONNEL

### ASSESSMENT OF BIDDER'S KEY PERSONNEL

Company's key personnel experienced in executing the service, repair and maintenance of pumps in the petroleum industry. The tenderer must provide supporting evidence in the form of Curriculum Vitaes (CVs) and proof of trade test certificate (where required) for Key Personnel who is experienced in executing the service, repair and maintenance of pumps in the petroleum industry. Experience can include retail service stations.

**The tenderer must submit the required CVs and proof of qualification (where required) with the tender submission. Failure to submit CVs and proof of qualifications with the tender submission may result in the tenderer forfeiting points. Points will be allocated based on the years of experience demonstrated by the Key Personnel, as per the Functionality table stipulated at 2.2.1.1.4 of this tender document.**

A statement for each of the individuals identified, which indicates any fields of specialization and experience that is relevant to this tender (which may or may not form part of the individual's curriculum vitae). Tenderers should indicate to which part of this tender, the field of specialization is relevant to.

Experienced Artisan				
Name and Surname	Designation in Company	No. of years work experience applicable to this scope of works	CV	Proof of Qualification
			To be Included	To be Included
Experienced Fuel Pump Technician				
Name and Surname	Designation in Company	No. of years work experience applicable to this scope of works	CV	
			To be Included	
Experienced Project Manager				
Name and Surname	Designation in Company	No. of years work experience applicable to this scope of works	CV	
			To be Included	

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

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

\_\_\_\_\_  
 Date

## Schedule F.14: Appeal Application

annexure 'B'

OFFICIAL RECEIPT  
(Valid only if printed  
by official cash  
receipting machine)

IRISITI ESESIKWENI  
(Isemthethweni kuphela  
xa ishicilelwe  
ngumatshini wokukhupa  
irisiti osesikweni.)

AMPTELIKE KWITANSIE  
(Geldig alleenlik indien deur  
amptelike kontantvangs  
masjien gedruk.)

### GL DATA CAPTURE RECEIPT (CASHIERTO RETAIN A COPY)

RECEIPT NO: \_\_\_\_\_

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

SAP GL:

8	1	0	1	0	0
---	---	---	---	---	---

PROFIT CENTRE:

1	3	0	5	0	0	0	1
---	---	---	---	---	---	---	---

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0
--	--	--	--	--	--	---	---	---	---	---	---	---

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

OFFICIAL RECEIPT  
(Valid only if printed  
by official cash  
receipting machine)

IRISITI ESESIKWENI  
(Isemthethweni kuphela  
xa ishicilelwe  
ngumatshini wokukhupa  
irisiti osesikweni.)

AMPTELIKE KWITANSIE  
(Geldig alleenlik indien deur  
amptelike kontantvangs  
masjien gedruk.)

### GL DATA CAPTURE RECEIPT (CASHIERTO RETAIN A COPY)

RECEIPT NO: \_\_\_\_\_

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

SAP GL:

8	1	0	1	0	0
---	---	---	---	---	---

PROFIT CENTRE:

1	3	0	5	0	0	0	1
---	---	---	---	---	---	---	---

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0
--	--	--	--	--	--	---	---	---	---	---	---	---


SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

CIVIC CENTRE    IZIKO LOLUNTU    BURGERSENTRUM  
12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 298 CAPE TOWN 8000  
[www.capetown.gov.za](http://www.capetown.gov.za)



Making progress possible. Together.