


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

<b>TENDER NO: 157G/2024/25</b>
<b>TENDER DESCRIPTION: SUPPLY, MAINTENANCE AND SERVICING OF GEARBOXES AND ASSOCIATED WORKS IN THE CITY OF CAPE TOWN</b>
<b>CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT</b>

<b>CLOSING DATE</b>	<b>19 February 2025</b>
<b>CLOSING TIME</b>	<b>10:00 am</b>
<b>TENDER BOX NUMBER</b>	<b>189</b>
<b>TENDER FEE</b>	<b>R 200</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 (if different from above)</b>	
<b>Registration number of Tenderer</b>	
<b>Physical address and chosen domicilium citandi et executandi of Tenderer</b>	

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

<b>TENDER SERIAL NO.:</b>	
<b>SIGNATURES OF CCT OFFICIALS AT TENDER OPENING</b>	
<b>1</b>	
<b>2</b>	
<b>3</b>	

## TABLE OF CONTENTS

<b>THE TENDER.....</b>	<b>3</b>
T.1 GENERAL TENDER INFORMATION .....	3
T.2 CONDITIONS OF TENDER .....	4
2.1 General.....	4
2.2 Tenderer’s obligations .....	8
2.3 The CCT’s undertakings.....	16
<b>THE CONTRACT .....</b>	<b>24</b>
C.1 DETAILS OF TENDERER/SUPPLIER .....	25
C.2 FORM OF OFFER AND ACCEPTANCE .....	26
C.2.1 OFFER (TO BE COMPLETED BY THE TENDERER AS PART OF TENDER SUBMISSION).....	26
C.2.2 ACCEPTANCE (TO BE COMPLETED BY THE CCT) .....	27
C.2.3 SCHEDULE OF DEVIATIONS (TO BE COMPLETED BY THE CCT UPON ACCEPTANCE) .....	28
C.2.4 CONFIRMATION OF RECEIPT (TO BE COMPLETED BY SUPPLIER UPON ACCEPTANCE).....	29
C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT .....	30
C.4 PRICE SCHEDULE .....	31
C.5 SPECIFICATION(S).....	45
C.6 SPECIAL CONDITIONS OF CONTRACT .....	73
C.7 GENERAL CONDITIONS OF CONTRACT .....	86
C.8 ANNEXURES .....	96
ANNEXURE A – PRO FORMA INSURANCE BROKER’S WARRANTY .....	96
ANNEXURE B – MONTHLY PROJECT LABOUR REPORT .....	97
ANNEXURE C - PRO FORMA PERFORMANCE SECURITY/ GUARANTEE .....	99
ANNEXURE D - PRO FORMA ADVANCE PAYMENT GUARANTEE .....	102
ANNEXURE F - TENDER RETURNABLE DOCUMENTS.....	103
<i>Schedule F.1: Contract Price Adjustment.....</i>	<i>103</i>
<i>Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums .....</i>	<i>115</i>
<i>Schedule F.3: Declaration for Procurement above R10 million.....</i>	<i>116</i>
<i>Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022 .....</i>	<i>117</i>
<i>Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended).....</i>	<i>120</i>
<i>Schedule F.6: Conflict of Interest Declaration.....</i>	<i>122</i>
<i>Schedule F.7: Declaration of Tenderer’s Past Supply Chain Management Practices (MBD 8).....</i>	<i>123</i>
<i>Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT .....</i>	<i>125</i>
<i>Schedule F.9: Certificate of Independent Tender Determination .....</i>	<i>126</i>
<i>Schedule F.10: Proposed Deviations And Qualifications By Tenderer .....</i>	<i>127</i>
<i>Schedule F.11: List of Other Documents Attached By Tenderer.....</i>	<i>128</i>
<i>Schedule F.12: Record of Addenda to Tender Documents .....</i>	<i>129</i>
<i>Schedule F.13: Information to Be Provided With the Tender.....</i>	<i>130</i>
<i>Schedule F.14: Appeal Application.....</i>	<i>131</i>
<i>Schedule F.15A: Functionality Scoring .....</i>	<i>132</i>
<i>Schedule F.15B: Functionality Scoring .....</i>	<i>134</i>
<i>Schedule F.15C: Functionality Scoring .....</i>	<i>135</i>
ANNEXURE G: HEALTH AND SAFETY SPECIFICATION .....	136
ANNEXURE H: ENVIRONMENTAL MANAGEMENT SPECIFICATION .....	148
ANNEXURE I: LOCAL WORKSHOP AND STORAGE FACILITY CHECKLIST .....	164
ANNEXURE J : FRAMEWORK CONTRACT PROCESS FLOW DIAGRAM.....	165
<i>Schedule J.1: Water and Sanitation Area Map .....</i>	<i>168</i>

## THE TENDER

### T.1 GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : 17 January 2024/25
- SITE VISIT/CLARIFICATION MEETING** : Time: 10am till 12pm  
Date: **4<sup>th</sup> February 2025**,  
(Not compulsory, but strongly recommended)
- VENUE FOR SITE VISIT/CLARIFICATION MEETING** : A non-compulsory but strongly recommended clarification meeting will be held via skype on the following link:  
<https://meet.capetown.gov.za/bukiwe.solani/PD5CD R4B?sl=1>
- TENDER BOX & ADDRESS** : **Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 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  
**TENDER NO:157G/2024/25, TENDER DESCRIPTION:SUPPLY, MAINTENANCE AND SERVICING OF GEARBOXES AND ASSOCIATED WORKS IN THE CITY OF CAPE TOWN**, the tender box number and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.  
If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
- CCT TENDER REPRESENTATIVE** :Email:[SCM.WaterandSanitatio@capetown.gov.za](mailto:SCM.WaterandSanitatio@capetown.gov.za)

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

## T.2 CONDITIONS OF TENDER

### 2.1 General

#### 2.1.1 Actions

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

**The Parties agree that this tender 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 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**

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

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

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the 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.

**Note: The winning tenderer will be a standby in the other two regions refer to the area map in Annexure J, Schedule J.1 to indicate your area of preference**

##### **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

## Tender No. 157G/2024/25

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

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

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

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

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Annexure F.13: 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



Tender No. 157G/2024/25

table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

**The tenderer must provide a list of documents as proof, refer to schedule 13**

Evaluation Criteria	Applicable values/points	Weight
Supervisory experience of the Technical Supervisor: Technical Supervisor with a SAQA unit of standard 242996 or equivalent certificate of Accreditation (National Diploma or Degree in Mechanical Engineering). Minimum of 5 years relevant supervisory experience on Gear box units	Equal to or more than 5 years experience on Gear Box units mechanical expert = <b>20 points</b>  Equal to or more than 3 years experience on Gear Box units mechanical expert but less than 5 year experience = <b>10 Points</b>  Less than 3 years experience on Gear Box units mechanical expert = <b>0 Points</b>	20
Number of Mechanical Artisans: Each Mechanical Artisan Trade tested Artisans with a SAQA unit standard 242996 or equivalent certificate of accreditation (Fitter & Turner or Millwright) and must have at least 5 years post trade test qualification work experience on Gear box and plant maintenance	Equal to or more than 3 Mechanical Artisans = <b>30 Points</b>  Equal to 2 Mechanical Artisans = <b>15 Points</b>  Less than 2 Mechanical Artisans = <b>0 Points</b>	30
Gear box technician experience : Gear box technician (N6 or National Diploma Mechanical Engineering Fitter, Fitter & Turner or Millwright) with a SAQA unit standard of 242996 or equivalent certificate of accreditation and must have at least 3 years experience	Equal to or more than 3 years experience on maintaining Gear Box units = <b>20 points</b>  Equal to or more than 2 years experience but less than 3 years experience on maintaining Gear Box units = <b>10 Points</b>  Less than 2 years experience on maintaining Gear Box units = <b>0 Points</b>	20
Tenderers must have a proven track record of at least 5 projects in the last 7 years where 5kW gearboxes or larger were repaired. Completed gearboxes refurbishment projects of a minimum value of R 100 000.00. (Complete schedule F15.C)	Equal to or more than 5 Projects over the last 7 years = <b>30 Points</b>  Equal to or more than 3 Projects but less than 5 projects over the last 7 years = <b>15 Points</b>  Less than 3 Projects over the last 7 years = <b>0 Points</b>	30
<b>Total</b>		<b>100</b>

The minimum qualifying score for functionality is **70** out of a maximum of **100**.

Tender No. 157G/2024/25

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.

**“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents. **Functionality will consequently not be assessed on the ability of a subcontractor.**

Only those tenders submitted by tenderers who can show a proven track record as stated below will be declared responsive.

Tenderers must have a proven track record of at least 5 projects in the last 7 years where a 5kW gearbox or larger was repaired, refurbished or project values of a minimum value of R 100 000.00.

Tenderers must provide **references with active contact details** that can corroborate all information provided in this regard.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal evaluation of this responsiveness criteria. See schedule 15C: Tendering Entity Track Record.

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

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

Tenderer to have the following resources	Qualification	Experience
1 - Supervisor	Experience of the Technical Supervisor: Technical Supervisor with a SAQA unit of standard 242996 or equivalent certificate of Accreditation (National Diploma or Degree in Mechanical Engineering).	Minimum of 5 years relevant supervisory experience on Gear box units
2 - Mechanical Artisans	Number of Mechanical Artisans: Each Mechanical Artisan Trade tested Artisans with a SAQA unit standard 242996 or equivalent certificate of accreditation (Fitter & Turner or Millwright).	Must have at least 5 years post trade test qualification work experience on Gear box and plant maintenance
3 – Gear box Technician	Gear box Technician experience : Gear box technician (N6 or National Diploma ( Mechanical Engineering Fitter, Fitter & Turner or Millwright) with a SAQA unit standard of 242996 or equivalent certificate of accreditation.	Must have at least 3 years experience
4 – Tender Entity Track Record	Tenderers must have a proven track record of at least 5 projects in the last 7 years where a 5kW gearbox or larger was repaired, refurbished or project values of a minimum value of R 100 000.00.	

#### **2.2.1.1.7 Provision of samples**

Only those tenders submitted by tenderers who provided acceptable samples as stated in the Tender Specifications will be declared responsive.

#### **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 5, 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

## Tender No. 157G/2024/25

processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.

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

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

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

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

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

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

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

### **2.2.17 Provide other material**

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

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

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;

- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

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

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

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

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

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

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

#### **2.2.19 Certificates**

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

##### **2.2.19.1. Preference Points for Specific Goals**

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

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

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

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

## Tender No. 157G/2024/25

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) Detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications,

- b) Significantly change the CCT's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

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

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

#### **2.3.8.1** Check the responsive tenders for:

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

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

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

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

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

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

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

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

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

### 2.3.10 Evaluation of tender offers

#### 2.3.10.1 General

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

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

#### 2.3.10.2 Decimal places

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

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

**2.3.10.3.1** Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Section 7)**:

- 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 preference point system will apply to this tender

Either the 80/20 preference point system will apply to this tender or the lowest acceptable tender will be used to determine the applicable preferences

Tender No. 157G/2024/25

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>  WHO disability guideline >2% ownership: 3 points >0% - 2% ownership: 1.5 point 0% ownership = 0 points	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>
<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>				
4	<b>Promotion of Micro and Small Enterprises</b>  Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)  SME partnership, sub-contracting, joint venture or consortiums	7	<ul style="list-style-type: none"> <li>B-BBEE status level of contributor;</li> <li>South African owned enterprises;</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> </ul>

Tender No. 157G/2024/25

			<ul style="list-style-type: none"> <li>Financial Statement to determine annual turnover</li> </ul>	<ul style="list-style-type: none"> <li>Latest financial statements (1 Year)</li> </ul>
	Total points	20		

*\*Ownership: main tendering entity*

**2.3.10.5 Risk Analysis**

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

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

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

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

**2.3.11 Negotiations with preferred tenderers**

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

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

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

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

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

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

**2.3.12 Acceptance of tender offer**

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

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

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

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

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

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

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

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

**2.3.12.5** The CCT reserves the right to nominate an StandbyBidder 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>		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
<b>SUPPLY CHAIN MANAGEMENT</b>		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10   Page 24 of 80

<b>TENDER NO: 157G/2024/25</b>
<b>TENDER DESCRIPTION: SUPPLY, MAINTENANCE AND SERVICING OF GEARBOXES AND ASSOCIATED WORKS IN THE CITY OF CAPE TOWN</b>
<b>CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT</b>

## 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</b> of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The “Supplier” / “tenderer”)	
<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)

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

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

<b>Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor</b>	
<b>Trading as</b> (if different from above)	
<b>Company / Close Corporation registration number</b> (if applicable)	
<b>Postal address</b>	Postal Code _____
<b>Physical address</b> (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 157G/2024/25: SUPPLY, MAINTENANCE AND SERVICING OF GEARBOXES AND ASSOCIATED WORKS IN 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 157G/2024/25 SUPPLY, MAINTENANCE AND SERVICING OF GEARBOXES AND ASSOCIATED WORKS IN 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 157G/2024/25: SUPPLY, MAINTENANCE AND SERVICING OF GEARBOXES AND ASSOCIATED WORKS IN 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 .....

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

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 157G/2024/25 SUPPLY, MAINTENANCE AND SERVICING OF GEARBOXES AND ASSOCIATED WORKS IN 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/Mandatory/Company/CC Name)

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

I, ....., representing

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

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

COID ACT Registration Number: .....

OR Compensation Insurer: ..... 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**

\_\_\_\_\_  
**Mandatory**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
for and on behalf of  
CCT

## C.4 PRICE SCHEDULE

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

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

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	RATE	
				R	C
		<b><u>SCHEDULE A – PRELIMINARY AND GENERAL</u></b>			
		<b>ALLOW FOR ALL COSTS AND EXPENSES IN CONNECTION WITH THE FOLLOWING:-</b>			
	A1	<b>GENERAL REQUIREMENTS AND CONDITIONS</b>			
1.		Providing Performance Security (Performance Guarantee, once off for the Contract)	Sum		
2.		Providing Insurances (blanket/umbrella policy) (Framework contract pay item).	Sum		
3.		Providing a General Health and Safety master file. File to Comply with the requirements of the Health and Safety Specification, Occupational Health and Safety ACT, 85 of 1993, construction regulations as well as Environmental Management Specification (Once off for Framework contract updated and reviewed as required, at least annually).	Sum		
4.		Providing a detailed works program including site inspection (Per order/work package)	Item		
5.		Complete and provide site specific Health and Safety risk assessment and method statement (Per order/work package).	Item		
6.		Submission of inspection and repairs report	Item		
7.		Training of CCT officials	Sum		
	A2	<b>SUPPLY PLANT AND EQUIPMENT</b>			
8.		Mobile generator, 50kVA, operate and maintain including fuel.	hr		
9.		Sufficient temporary lighting, to ensure a safe working environment.	hr		
		<b>MOBILE CRANE (WET RATE INCLUDING OPERATOR, MAINTENANCE, CONSUMABLES AND ATTACHMENTS)</b>			
10.		<b>5TON CRANE</b>			
10.1.		Establish and remove	km		
10.2.		Operate and maintain	hr		
11.		<b>10TON CRANE</b>			

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	RATE	
				R	C
11.1.		Establish and remove	km		
11.2.		Operate and maintain	hr		
12.		<b>25TON CRANE</b>			
12.1.		Establish and remove	km		
12.2.		Operate and maintain	hr		
13.		<b>50TON CRANE</b>			
13.1.		Establish and remove	km		
13.2.		Operate and maintain	hr		
13.		<b>100TON CRANE</b>			
13.1		Establish and remove	km		
13.2		Operate and maintain	hr		
14.		<b>PROFIT AND ATTENDANCE, UP TO 10%, ON PROVISIONAL SUMS FOR SELECTION, SUPPLY AND DELIVERY OF SCAFFOLDING</b>			
		Up to R50 000	%		
	A3	<b>TRANSPORT (Based on AA rates plus mark-up and driver)</b>			
15		Light Delivery Vehicle (0.5 ton – 1.0 ton LDV)	km		
16		Truck, 3-ton flat bed	km		
17		Truck, 10 ton drop side	km		
	A4	<b>LABOUR RESOURCES</b>			
		<b>Supply the following labour rates based on normal hourly labour rates for labour only, rates include all transport incidental costs, equipment, hand tools, power tools and safety equipment etc. (not any other rates listed elsewhere):</b>			
		<b><u>Weekdays 06:00 to 18:00</u></b>			
18		Technical Supervisor	hr		
19		Draughtsman	hr		



ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	RATE	
				R	C
20		Mechanical Artisan	hr		
21		Gearbox Technician	hr		
22		Artisan Assistant, Handyman, Labourer	hr		
23		Health and Safety Officer	hr		
24		Certified Mechanical Handling (Rigger)	hr		
		<p><b>Supply the following labour rates based on Weekdays, Weekends and Public Holidays hourly labour rates for labour only, rates include all transport incidental costs, equipment, hand tools, power tools and safety equipment etc. (not any other rates listed elsewhere).</b></p> <p><b><u>Weekdays (18H00 to 06H00), Weekends and Public Holidays :</u></b></p>			
25		Technical Supervisor	hr		
26		Mechanical Artisan	hr		
27		Artisan Assistant, Handyman, Labourer	hr		
28		Certified Mechanical Handling (Rigger)	hr		
29		Gearbox Technician	hr		

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	RATE	
				R	C
		<p><b><u>SCHEDULE B – SUPPLY AND DELIVER OF EQUIPMENTS</u></b></p> <p><b>ALLOW FOR PROFIT AND ATTENDANCE, <u>UP TO 10%</u>, ON PROVISIONAL SUMS FOR SELECTION, SUPPLY AND DELIVERY, TO THE CONTRACTOR'S WORKSHOP, OF THE FOLLOWING:</b></p>			
30	B1	<b>GEARED MOTORS – COMPLETE, UP TO 11kW</b>			
30.1		Up to R300 000	%		

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	RATE R C
		<b><u>SCHEDULE C – SUPPLY AND DELIVER OF MACHINING MATERIAL</u></b>		
		<b><u>ALLOW FOR ALL COSTS AND EXPENSES IN CONNECTION WITH SUPPLY AND DELIVERY, TO THE CONTRACTOR'S WORKSHOP, OF THE FOLLOWING:</u></b>		
	C1	<b>EN24B ALLOY STEEL, SHAFT MATERIAL, DIAMETER:</b>		
32.		20 ≤ D < 35mm	m	
33.		35 ≤ D < 50mm	m	
34.		50 ≤ D < 65mm	m	
35.		65 ≤ D < 80mm	m	
36.		80 ≤ D < 95mm	m	
37.		95 ≤ D < 115mm	m	
38.		115 ≤ D < 140mm	m	
39.		140 ≤ D < 170mm	m	
40.		170 ≤ D < 200mm	m	
41.		200 ≤ D < 230mm	m	
42.		230 ≤ D < 280mm	m	
43.		280 ≤ D < 350mm	m	
	C2	<b>EN36B ALLOY STEEL, GEAR MATERIAL, DIAMETER</b>		
44.		20 ≤ D < 35mm	100mm	
45.		35 ≤ D < 50mm	100mm	
46.		50 ≤ D < 65mm	100mm	
47.		65 ≤ D < 80mm	100mm	
48.		80 ≤ D < 95mm	100mm	
49.		95 ≤ D < 115mm	100mm	

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	RATE R C
50.		115 ≤ D < 140mm	100mm	
51.		140 ≤ D < 170mm	100mm	
52.		170 ≤ D < 200mm	100mm	
53.		200 ≤ D < 230mm	100mm	
54.		230 ≤ D < 280mm	100mm	
55.		280 ≤ D < 350mm	100mm	
	C3	<b>EN19T Alloy Steel – Forging – Gear Material:</b>		
56.		350 ≤ D < 450mm diameter by 150mm wide	No.	
57.		450 ≤ D < 550mm diameter by 180mm wide	No.	
58.		550 ≤ D < 650mm diameter by 200mm wide	No.	
59.		650 ≤ D < 800mm diameter by 250mm wide	No.	
	C4	<b>C45 Grade Steel – Key Material</b>		
60.		5x5	100mm	
61.		6x6	100mm	
62.		8x7	100mm	
63.		10x8	100mm	
64.		12x8	100mm	
65.		14x9	100mm	
66.		18x11	100mm	
67.		22x14	100mm	
68.		25x14	100mm	

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	RATE R C
69.		28x16	100mm	
		<b><u>SCHEDULE D – SUPPLY OF PARTS</u></b>		
		<b>ALLOW FOR PROFIT AND ATTENDANCE, <u>UP TO 10%</u>, ON PROVISIONAL SUMS FOR SELECTION, SUPPLY AND DELIVERY, TO THE CONTRACTOR'S WORKSHOP, OF THE FOLLOWING:</b>		
70.	D1	<b>BEARINGS SET</b>		
69.1.		Provisional sum up to R 200 000	%	
71.	D2	<b>SHAFT SEALS</b>		
71.1.		Provisional sum up to R10 000	%	
72.	D3	<b>COUPLING, excluding the taper lock (SET)</b>		
71.1.		Provisional sum up to R50 000	%	
73.	D4	<b>PLUGS, SIGHT GLASSES, BREATHERS</b>		
73.1.		Provisional sum up to R2 000	%	
74.	D5	<b>OIL PUMP, TORQUE ARM, OIL EXPANSION CHAMBER, PULLEY GUARDS AND ITEMS NOT SPECIFICALLY INDICATED IN THE BILL OF RATES</b>		
74.1.		Provisional sum up to R 50000	%	
		<b>ALLOW FOR ALL COSTS AND EXPENSES IN CONNECTION WITH SUPPLY AND DELIVERY, TO THE SUPPLIER'S WORKSHOP, OF THE FOLLOWING:</b>		
	D6	<b>V-Belts:</b>		
75.		SPA	m.	
76.		SPB	m	
77.		SPC	m	
78.		SPZ	m	
	D7	<b>1 Groove Pulleys, Taper-Lock/Straight Bore TYPE for A, B, C, Z</b>		
79.		PCD 112 – 125	No.	

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	RATE R C
80.		PCD 132 – 150	No.	
81.		PCD 160 - 180	No.	
82.		PCD 190 - 212	No.	
83.		PCD 224 - 250	No.	
84.		PCD 265 - 300	No.	
85.		PCD 315 - 355	No.	
86.		PCD 375 - 425	No.	
87.		PCD 450 – 500	No.	
	D8	<b>2 Groove Pulleys, Taper-Lock/Straight Bore TYPE for A, B, C, Z</b>		
88.		PCD 112 - 125	No.	
89.		PCD 132 - 150	No.	
90.		PCD 160 - 180	No.	
91.		PCD 190 - 212	No.	
92.		PCD 224 - 250	No.	
93.		PCD 265 - 300	No.	
94.		PCD 315 - 355	No.	
95.		PCD 375 - 425	No.	
96.		PCD 450 – 500	No.	
	D9	<b>3 Groove Pulleys, Taper-Lock/Straight Bore TYPE for A, B, C, Z</b>		
97.		PCD 112 - 125	No.	
98.		PCD 132 - 150	No.	
99.		PCD 160 - 180	No.	

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	RATE R C
100.		PCD 190 - 212	No.	
101.		PCD 224 - 250	No.	
102.		PCD 265 - 300	No.	
103.		PCD 315 - 355	No.	
104.		PCD 375 - 425	No.	
105.		PCD 450 – 500	No.	
	D10	<b>4 Groove Pulleys, Taper-Lock/Straight Bore TYPE for A, B, C, Z</b>		
106.		PCD 100 - 118	No.	
107.		PCD 125 - 132	No.	
108.		PCD 140 - 160	No.	
109.		PCD 170 - 190	No.	
110.		PCD 200 - 236	No.	
111.		PCD 250 - 280	No.	
112.		PCD 300 - 335	No.	
113.		PCD 355 - 400	No.	
114.		PCD 450 - 500	No.	
	D11	<b>Supply of 5 Groove Pulleys, Taper-Lock/Straight Bore TYPE for A, B, C, Z</b>		
115.		PCD 112 - 125	No.	
116.		PCD 132 - 150	No.	
117.		PCD 160 - 180	No.	
118.		PCD 190 - 212	No.	
119.		PCD 224 - 250	No.	
120.		PCD 265 - 300	No.	

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	RATE R C
121.		PCD 315 - 355	No.	
122.		PCD 375 - 425	No.	
123.		PCD 450 – 500	No.	
	D12	<b>6 Groove Pulleys, Taper-Lock/Straight Bore TYPE for A, B, C, Z</b>		
124.		PCD 112 - 125	No.	
125.		PCD 132 - 150	No.	
126.		PCD 160 - 180	No.	
127.		PCD 190 - 212	No.	
128.		PCD 224 - 250	No.	
129.		PCD 265 - 300	No.	
130.		PCD 315 - 355	No.	
131.		PCD 375 - 425	No.	
132.		PCD 450 – 500	No.	
		<b><u>SCHEDULE E – SERVICING, TESTING AND COMMISSIONING</u></b>		
		<b><u>ALLOW FOR ALL COSTS AND EXPENSES IN CONNECTION WITH COMPLETING THE FOLLOWING:</u></b>		
	E1	<b>NON-DESTRUCTIVE TESTING</b>		
133.		Magnetic Particle Indication	Item	
134.		Dye Spray	Item	
135.		Ultrasound	Item	
	E2	<b>BLASTING</b>		
136.		Abrasive blasting	m <sup>2</sup>	
137.		Fine blasting	m <sup>2</sup>	
	E3	<b>PERFORMANCE TESTING</b>		
138.		No Load for at least 4 hours, under 30kW, to include results report	Item	

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	RATE R C
139.		No Load for at least 8 hours, over 30kW, to include results report	Item	
	E4	<b>VIBRATION ANALYSIS</b>		
140.		Onsite set-up transducers monitor and collect data on vertical, horizontal and axial planes for the equipment set /asset for analysis to determine the specific maintenance intervention. Download all data collected to software, prepare for conditioning, precision and diagnostic analysis. Prepare findings and copies of all spectrums, graphs, diagnostics, documents and reports. Compile full detailed technical report with corrective recommendations. Supply 1x hard and 1x electronic copies of the works package report	No.	
	E5	<b>OIL SAMPLING</b>		
141.		Taking of oil sample onsite (Per Sample) Analysing of oil samples and preparing of findings. Compile full detailed technical report with corrective measures. Supply 1x hard and 1x electronic copies of all reports of the works package	No.	
	E6	<b>THERMOGRAPHY</b>		
142.		Conduct Thermography Onsite, for the assets. Analysing of images and preparing of findings. Compile full detailed technical report with corrective measures. Supply 1x hard and 1x electronic copies of the works package	No.	
	E7	<b>LASER ALIGNMENT (Including adjustment to acceptable tolerances and submission of the detailed technical report)</b>		
143.		Shaft alignment (Inline)	No.	
144.		Shaft alignment (Parallel) (Pulley system)	No.	

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	RATE R C
		<b><u>SCHEDULE F – SUPPLY AND DELIVERY OF CONSUMABLES AND OTHER, TO THE CONTRACTOR’S WORKSHOP</u></b>		
		<b><u>ALLOW FOR ALL COSTS AND EXPENSES IN CONNECTION WITH SUPPLY AND DELIVER OF THE FOLLOWING:</u></b>		
	F1	<b>Gasket/Sealer</b>		
145.		RTV Silicone Gasket Maker, 100ml	No.	
	F2	<b>NITRILE BONDED CORK (1x1m Sheet)</b>		
146.		1-1.5mm	No.	
147.		2.4mm	No.	



ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	RATE	
				R	C
148.		3.2mm	No.		
149.		4-6mm	No.		
150.		6mm	No.		
	F3	<b>COMPRESSED NON-ASBESTOS FIBRE 6000 (per 1.5x1.5m Sheet)</b>			
151.		1.5mm	No.		
152.		3mm	No.		
	F4	<b>FLEXOID / VELAMOID / STELITE (1x1m Sheet)</b>			
153.		0.25 – 0.4mm	No.		
154.		0.8 – 1mm	No.		
155.		1.5mm	No.		
156.		3mm	No.		
	F5	<b>Machinery Shims TMSA inch Series</b>			
157.		Shim Kit TMSA 4in/kit	Set		
158.		Shim Kit TMSA 5in/kit	Set		
	F6	<b>Gearbox Oil</b>			
159.		ISO 150	Litre		
160.		ISO 220	Litre		
161.		ISO 320	Litre		
	F7	<b>Grease</b>			
		<b>Degreaser</b>			
162.		Supply of Degreaser	Litre		

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	RATE	
				R	C
		<b>Grease Lubrication</b>			
163.		High speed grease	kg		
164.		Multi-purpose Lithium grease	kg		
165.		Synthetic Open-gear contact grease	kg		
	F8	<b>Rust Preventatives/Anti-Corrosive Coating for shafts and gears</b>			
166.		TECTYL rust preventative-spray	Litre		
167.		TECTYL rust preventative-paint	Litre		
168.		Polyurethane/enamel	Litre		
169.		Primer	Litre		
	F9	<b>Taper Lock Bushes complete with grub Screws</b>			
170.		Size 1610 – 14	No.		
171.		Size 2012 – 14	No.		
172.		Size 2517 – 19	No.		
173.		Size 3020 – 25	No.		
174.		Size 3535 – 32	No.		
	F10	<b>4.8 and 8.8 High Tensile Steel HDG Bolts including nut (Full thread, Plain Hexagon, Flanged hexagon)</b>			
175.		M5, ≤20mm long	No.		
176.		M6, ≤25mm long	No.		
177.		M8, ≤30mm long	No.		
178.		M10, ≤60mm long	No.		

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	RATE	
				R	C
179.		M12, ≤60mm long	No.		
180.		M16, ≤100mm long	No.		
181.		M20, ≤125mm long	No.		
182.		M24, ≤150mm long	No.		
183.		M30, ≤180mm long	No.		
184.		M36, ≤200mm long	No.		
	F11	<b>Stainless Steel Concrete Anchor Bolts with chemical anchoring compound</b>			
185.		316 Stainless Steel M12, ≤100mm long	No.		
186.		316 Stainless Steel M16, ≤200mm long	No.		
187.		316 Stainless Steel M20, ≤250mm long	No.		
188.		316 Stainless Steel M24, ≤250mm long	No.		
189.		316 Stainless Steel M30, ≤300mm long	No.		
	F13	<b>STUDS REPAIR WORK</b>			
		<b><u>ALLOW FOR ALL COSTS AND EXPENSES IN CONNECTION WITH THE FOLLOWING:</u></b>			
		<b>Stud Extraction and Replacement</b>			
190.		M12	No.		
191.		M16	No.		
192.		M20	No.		
193.		M24	No.		
194.		M30	No.		
195.		M36	No.		
		<b>Mounting Hole Re-Threading</b>			

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	RATE	
				R	C
196.		M12	No.		
197.		M16	No.		
198.		M20	No.		
199.		M24	No.		
200.		M30	No.		
201.		M36	No.		

**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 Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word “included” or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 **The tenderer must price for all items in order to be considered responsive for this tender.**

INITIALS OF CCT OFFICIALS		
1	2	3

**C.5 SPECIFICATION(S)**

SECTION	DESCRIPTION
A	PRELIMINARY AND GENERAL
B	SUPPLY OF EQUIPMENT
C	SUPPLY OF MACHINING MATERIAL
D	SUPPLY OF PARTS
E	SERVICING TESTING AND COMMISSIONING
F	CONSUMABLES AND OTHER
G1	TRADE NAMES OR PROPRIETARY PRODUCTS
G2	EMPLOYMENT OF SECURITY PERSONNEL
G3	FORMS FOR CONTRACT ADMINISTRATION

**A) PRELIMINARY AND GENERAL**

**1 GENERAL REQUIREMENTS AND CONDITIONS**

**1.1 Introduction**

This Framework Agreement is part of continuous improvement to ensure that the City of Cape Town's infrastructure operates at its best for operational and maintenance requirements with reliability, availability and optimal life cycle costing as main drivers. This specification calls for a service provider to supply ad hoc technical resources, spares, servicing and maintenance along with the supply, delivery and installation of up to 11 kW Geared Motors and associated equipment within the City of Cape Town.

Any work should always aim to keep gearbox equipment functioning at an optimum level, and where applicable minimising breakdowns and downtimes as well as offering timeous and emergency response should the need arise.

The purpose of this tender is not to duplicate any work can be carried out by the Water and Sanitation Maintenance depots or workshops by outsourcing any of the services/products as listed in this tender. This tender only intends is to supplement existing capacity and skills as well as materials and services as and when required by the City of Cape Town.

**1.2 Background**

This framework agreement calls for services and parts to be provided by the contractor at request by the Council in the form of Works Packages, to supply, manufacture, service, maintain, install, test and commission gearboxes within the Water and Sanitation infrastructure.

The City of Cape Town promotes and encourages their service providers to conform to statutory and legal requirements.

Works Package quantities will vary according to operational and maintenance requirements.

Facilities are used daily. Shutdowns for extended periods will not be acceptable. The City of Cape Town operation and maintenance personnel will identify and schedule the work required and will ensure that the affected downstream and upstream operations are aware.

1.3 Scope

This specification covers the City of Cape Town's requirements for geared-motors, maintenance of gearboxes and associated resources within the water infrastructure. This will include surface aerators, blowers, Archimedes screw, hydroelectric turbines, screw conveyors, skip bogeys etc.:

The scope of the tender covers the following, and more:

1. Disassembly and removal from site

- a. Mobile Crane
- b. Lifting Facilities onsite
- c. Trucks and transport
- d. Labour

2. Strip and Assess

- a. Labour

3. Visual Inspection

- a. Labour

4. Crack Testing (Labour and product) rate, per hour

- a. UV crack testing
- b. Detection Spray crack testing

5. Draughtsman

- a. Measuring equipment
- b. Labour
- c. Submission of drawings

6. Manual Cutting / CNC Cutting

- a. Lathe and Manual Cutting Machines / Tools rate, per hour
- b. CNC 5 Axis Cutting rate, per hour
- c. Millwright & Gear Technician rate, per hour
- d. CNC Operator rate, per hour

7. Re-assembly

- a. Casing – Sand blasting / bead blasting and epoxy coating
- b. Parts – bearings, seals, gaskets, rings, oil etc

c. Labour

8. Performance Testing

- a. No load test for 8 hours – Temperature Report
- b. Vibration Analysis
- c. Oil Sampling
- d. Thermography
- e. Leak Test

9. Re-installation & Testing & Commissioning

- a. Transport, lifting, mobile crane
- b. Laser Alignment
- c. Shims, Belts, Pulleys, Couplings, Epochem 395
- d. Labour

1.4 Inspection and Repair Report

An electronic inspection form must be completed and submitted via email to the Purchaser's Agent after every service, refurbishment, reconditioning or repair.

The inspection form (which shall show the state of the equipment before and after service, refurbishment, reconditioning or repair) will indicate clearly, the name of the screen, detail of the work that was or needs to be carried out, photograph of the equipment nametag, photograph of the works being carried out or disassembled or defects on site, indication of defects that require replacement of the screen parts. In addition, testing results and a copy of the works programme is also to be included.

1.5 Guarantees and Insurances

When requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data

1.6 Governing Codes and Standards

All design standards for the mechanical gearboxes shall be subject to the latest amendments and editions of the following standard specifications: -

- ANSI : American National Standards Institute
- ASTM : American Society for Testing and Materials
- BS : British Standards Institution

**TENDER NO: 157G/2024/25**

SANS	:	South African National Standards
SIS	:	Swedish Institute of Standards
DIN	:	Deutsch Industry Normen
ISO	:	International Organisation for Standardization
ASME	:	American Society of Mechanical Engineers
SAECC	:	South African Electrolytic Corrosion Committee
AGMA	:	American Gear Manufactures Association

CCT Standard Specification for Mechanical Works

OHSA	:	Occupational Health and Safety Act
BS 5304	:	Code of practice for safeguarding of machinery
SANS 9096-1: 1994	:	Testing of welders, where applicable to the type of welding required
BS 292 Part 1: 1987	:	Dimensions of ball bearings, cylindrical and spherical roller bearings
SANS 10162-4	:	Structural use of Steel Part 4: The design of cold-formed stainless steel structural
SANS 1044-3	:	Welding Part 3: The fusion of steel (including stainless steel): Tests for the approval of welding procedures
SANS 10044-4	:	Welding Part 4: The fusion welding of steel (including austenitic stainless steel): Tests for the approval of welders working where weld procedure approval is not required.
SANS 10064	:	The preparation of steel surfaces for coating
SANS 10111-2-1	:	Engineering Drawing Part 1: General principles Engineering Drawing Part 2: Geometric Tolerancing Section 1
SANS 10341	:	Installation and maintenance of bearings – General guidelines
SANS 1700-5-9	:	Fasteners Part 5: General requirements & material properties Section 8: Corrosion resistant stainless-steel fasteners-Bolts, Screws & Studs
SANS 1700-5-10	:	Fasteners Part 5: General requirements & material properties Section 8: Corrosion resistant stainless-steel fasteners-Nuts
ISO 281	:	Rolling bearings -- Dynamic load ratings and rating life
BS 4999	:	General requirements for rotating electrical machines. Specification for standard dimensions
SIS 05 59 00	:	Pictorial Surface Preparation Standards for Painting Steel Surface

1.7 Standard Quality Control Procedures

Refer to Annexure 2: QCP -018 Gearbox Inspections



1.8 Detailed Works Program, Planning and Method Statement

Program

For each Works Package (WP) request, the Service Provider shall submit his program for approval to the Works Package Manager (WPM) and shall make all reasonable adjustments to the program as required. The program and its supporting documents together with all updates shall be provided by the Contractor for the use of the representative and must be issued to the representative in a Gantt chart/MS Project or similar computer-based format. The Contractor takes full responsibility for the workability of the Works Package program and confirms that no decision relating to the compilation of the planning, programming and management of the work has been forced on the Contractor directly or by implication, through the submission to, processing, analysis and approval of the program by the representative.

Planning

The Contractor is to note that the Water and Sanitation infrastructure cannot be shut down or isolated for extended periods of time, and the Contractor in collaboration with the Council representative needs to program the works accordingly and make the necessary arrangements to ensure operational mandates are not put at risk. Repairs and installation are therefore to be carried out in a systematically manner to ensure no blockage of flow can be accommodated at any stage.

Method Statement

Each works package requires the contractor to submit a methodology detailing the how they are planning to execute the work. This submission will then be reviewed by the Works Project Manager to ascertain if it is an acceptable approach and that it will not trigger unforeseen circumstances.

1.9 Health and Safety (Refer to Health and Safety Specification)

The Service Provider shall comply with all the applicable requirements of the Occupational Health and Safety Act and Regulations.

The Service Provider shall enter into an Occupational Health and Safety Agreement with the Employer before the commencement of any work on site.

The Service Provider shall:

Create and maintain a safe and healthy work environment;

Execute the work 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

Respond to the instructions issued by the City's Representative

The Service Provider shall ensure that all workers are issued with the necessary personal protective clothing. This is a requirement for anyone entering the High Voltage substations, in accordance to NRS 040.

The Service Provider shall with respect to the work sites and the work that is contemplated:

Cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;

Evaluate the risks associated with such work constituting a hazard to the health and safety of such employees and the steps that need to be taken to comply with the OHS Act; and

As far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

The sampling work on site shall only be executed by personnel with a valid NRS 040 / ORHVS Responsible Persons authorization, these personnel shall have the necessary competence and experience to work safely within a substation and in close vicinity of live equipment and should provide the proof of a valid NRS 040 certificate. The successful Bidder will be required to provide the CCT representative with copies of the above authorisation within 10 working days of the Commencement Date.

The Service Provider shall carry out regular inspections and audits to ensure that the work is being performed in accordance with the requirements of this Specification.

It is the service provider's responsibility to ensure that all applicable statutory codes and conditions are conformed to, including those regulating work in the vicinity of active machinery and energized power lines. The service provider shall ensure that personnel are qualified and show proof of competence upon request.

The Service Provider shall before the commencement of any work on Site and during such work, cause risk assessment(s) to be performed by a competent person. Such assessment(s) shall as a minimum:

Identify the risks and hazards to which persons may be exposed to;

Analyse and evaluate the identified risks and hazards;

Implement 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;

The Service Provider shall ensure that as far as is reasonably practicable, ergonomic related hazards are also analysed, evaluated and addressed in the risk assessment.

The Service Provider shall ensure that oil spills are cleaned and shall provide their oil spill clean-up kit. It is their responsibility to dispose oil and chemicals

Training of CCT officials

The training will be in the form of on-the-job training during both preventative and reactive maintenance activities.

The training must cover the fundamentals of gearbox operation, types, and applications, emphasizing the functions and roles of key components like gears, bearings, shafts, and seals. Participants must learn proper installation, alignment techniques, and routine maintenance practices, including lubrication and inspections, to ensure optimal performance. The training must also address common issues such as noise, overheating, and wear, providing practical troubleshooting and repair strategies. Safety considerations must be integrated throughout to promote safe handling and operation of gearboxes in various Water and Sanitation applications.

When maintenance activities are carried out, the CCT will allocate its own maintenance resources to attend, observe and receive on – the - job training. Arrangements to facilitate such training will be agreed on between CCT and tenderer prior to such activity.

If the CCT identifies specific shortcomings on certain equipment or processes, the successful tenderer can be requested to provide specific training interventions by specific equipment specialists. The Trainer shall provide theoretical and practical training on the identified equipment and present to a group of 10 personnel over minimum of 2 days. With every training intervention, training materials are to be provided as part of such intervention, such materials shall be submitted to the CCT for approval prior to the training intervention in the form of a Safe-Operating-Procedure/ Safe-Work-Procedure.

Prior approval must be obtained from the CCT before any expenses are incurred in this regard.

**A2) PLANT AND EQUIPMENT**

**2.1 Plant, Materials and Tools**

The service provider shall supply all the plant and tools required and all 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, consumables, tools, equipment and accessories necessary for the works shall be supplied and installed by the Service Provider and included in the rates.

The rates and services supplied under this contract shall include compliance with the Health and Safety Specification. Hepatitis injections for Service Provider's staff. Compliance with 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. 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.

Treatment of Existing Services / Utilities

The service provider shall familiarise self with the 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.

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 and he shall instruct them to refrain from entering areas where they are not required to carry out any work related to the contract.

Measurement and Payments

Plant and equipment are the tools required to complete the works. Plant and equipment can typically include mobile generators and mobile welding equipment, power tools, temporary lighting, mobile crane as well as transportation.

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 Program.

The rate shall include charges for overheads, fuel, maintenance, charges and profit including woven slings, steel rope, steel chains, shackles etc. as required for rigging and lifting. The requirements for rigging and lifting equipment shall be the responsibility of the Service Provider.

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

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.

**A3) TRANSPORT**

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

The Contractor 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.

Damage to equipment / materials during transport shall be for the account of the contractor.

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.

The Contractor shall keep a record of all scrap generated by the replacement of parts.

Measurement and Payment

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

The rate shall be based on AA rates and include percentage mark-up for overheads, fuel, driver, delivery, loading, offloading, maintenance of vehicle, and profit.

#### A4) LABOUR RESOURCES

The work required in terms of this contract are to be performed during regular working hours being Monday to Friday during the hours of 07:30 to 16:00 unless otherwise instructed by the CCT based on the nature of the work requested or any breakdown that resulted in unsafe or security risk to be addressed by implementation of this tender.

The service provider will take full responsibility for any damages of whatever nature that may occur as a result of the Steelwork or handling of the equipment/plant, whilst in their care.

Access to City of Cape Town premises, property, and equipment shall be deemed applicable to standard terms and conditions. Arrangements need to be in place before any work can be carried out at any site or equipment. All administrative activities (including Permit to work, Site inductions, Lock out procedure (if required), site access arrangements, etc.) will be in line with the CCT requirements and agreed on at Contract commencement.

If equipment or parts of equipment requires to be moved to a suitable off-site location, the Supplier is required to make such arrangements with the CCT. The cost for such transport is to be included into the estimate of cost for approval by the CCT before any equipment is removed.

The service provider will have suitable indemnity cover while operating on City of Cape Town property

##### Technical Supervisor

The person represents the contractor in each Work Package, from accepting work after receiving the Scoping QCP to submission of the invoice. During execution, the person will also fill roles of the site agent and foreman.

The role includes managing the construction/installation on behalf of the contractor, managing staff, resources and sub-contractors. Communication between client's representative will be through this person, does administrative functions and coordination of work activities onsite

##### Mechanical Artisan (Fitter and Turning related trades with a SAQA unit standard)

The role of the Mechanical artisan will include machining parts and equipment using a suitable gear/shaft/key manufacturing machine (Not limited to CNC, Lathe or Hobbing Machines). The artisan will be required perform other duties such as installing and uninstalling gear boxes, assess the gearboxes at the workshop and repair the gearboxes.

The rate for manufacturing machinery/tools shall be factored into the Mechanical artisan rate.

##### Gearbox Technician

Once the fitter has removed the gearbox from site to the contractor workshop, the gearbox technician will take charge and thoroughly diagnose the equipment, provide a detailed reports for RCA, Vibration Analysis, oil samples reports and gearbox datasheets as and when required by the Work Package Manager.

##### Draughtsperson (Submission of Drawings)

The Contractor shall be responsible for the shop drawings of the works based on the Employer's proposed concept design and that such shop drawings shall be submitted to the Employer's Engineers for approval prior to ordering, fabrication and manufacture of any steel infrastructure.

Certified Mechanical Rigger

The rigger shall be responsible for safely lifting and moving heavy loads by selecting the appropriate equipment, securing the loads and guiding the crane operator during lifting operations. The rigger will ensure that the equipment is inspected according to the OHSAct and maintain strict adherence to safety protocols. The rigger must be certified by an accredited training institution that is accredited by QCTO, SETA or SAQA or relevant accreditation.

Contractors Drawings

The Contractor's drawings shall comply with the following:

- (a) Drawings shall be provided in electronic pdf format and available in AutoCAD format or compactable version on request.
- (b) Drawings shall be prepared in accordance with the latest issue of SANS 10111. The equivalent BS code of engineering drawing practice will also be acceptable.
- (c) Drawings shall be to A1 or A0 size.
- (d) Drawings shall be to scale, with both the scale and the drawing being large enough to clearly show all relevant components of the plant and equipment.
- (e) In addition to the usual plan and two side elevations, sufficient additional sections shall be included to clearly show the arrangement of all plant and equipment.
- (f) Item lists shall be provided on the drawing or on a separate parts list.
- (g) Item descriptions shall include the material of construction, quantity and full identification information, including, as applicable, brand name, manufacturer's reference number, model number, size, rating, source, duty, quantity, etc.

Experience and qualifications

Personnel engaged in the execution of this contract shall be adequately qualified and trained. The Contractor shall submit copies of CV's and training certificates as per schedule 16A.

Contractors shall state their experience with this type of work by completing schedule 16A.

All equipment and instruments used for measuring, compiling and reporting must be in line with the relevant industry standards.

Identification of Services Required

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

Due to the nature 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 Municipality will endeavour to place orders on an as- and- when- required basis, as far in advance as possible.

Works not to Interfere

The various operations that make up the site works will be operational throughout the Contract. The Service Provider shall ensure that the steel works required does not affect operations without good reason and that there is always access.

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 7:30 to 16:00 on weekdays.

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 with detailed tasks and durations which shall be subject to the approval of the Employer's Agent.

Communication

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

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 or repair is required, a call shall be logged through the Employers agent to reach the Service Provider as soon as possible.

Measurement and Payment

The unit of measurement shall be an hourly rate to supply the required labour when additional labour is required 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 transport 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.

**B) SUPPLY OF EQUIPMENT**

The supply of equipment shall include delivery to the supplier's workshop. Delivery to site will be arranged separately using transport rate. The CCT reserves the right to collect equipment from the supplier's workshop.

1 Gear Units Complete

The supply and installation of a suitably sized gearmotor. Gearmotors are compact units consisting of a gear unit and a motor. They can also include forced cooling units for certain applications. These units should be 400V three phase electric units and should be easily connected up to existing infrastructure.

These geared motor units can be as follows but is not limited to:

- Helical,
- Bevel Helical,
- Offset,
- Panetry,
- Coaxial Helical Inline,
- Skew Bevel Helical,
- Variable Speed,
- Worm and Dual Reduction

Units being replaced needs to be replaced to original O&M Manual standard unit installed. The allowance to replace like for like as found on site is if the O&M Manual is not available. A City of Cape Town Representative needs to be in agreement before it can be installed.

The attachment method to be same as it was found before the existing unit was removed. Contractor to price for the largest ratio and gear in the KW range. These units are between 0.75kW to 11 kW range.

Gearboxes shall, unless otherwise specified, be supplied with environmental protection to IP 55. The gearbox housing shall be of rigid cast iron construction preferably split in the horizontal plane.

Gearboxes shall be selected using a service factor of 1,75 based on the drive rating and shall have an efficiency of not less than 96 % on two stage reduction and 95 % on three stage reduction.

Gears shall be case hardened, profile ground and lapped, helical and spiral bevel gears.

Bearings shall be designed for an L10 life in excess of 100 000 hours.

The supply of the unit requires the contractor to also provide the OEM Operation and Maintenance Manuals for them.

FORCED COOLING/VENTILATION

Many drive systems demand that electric motors are able to operate on a variable frequency drive. At a frequency close to zero, the standard ventilation of an electric motor is insufficient, thus, the electric motors have to be force cooled by way of an external cooling system.

This forced ventilation unit consists of a axial driven fan which is integrated in a fan cowl for protection against damage.

These forced ventilation units are used for example in plant construction and mechanical engineering, in the field of hoisting, winding and in the pump industry etc

Fan motors shall be protected to IP 55 or higher. Fans shall preferably have a nominal speed of 1 500 rpm motors shall have a nominal voltage of 400 Volts.

Fans shall be dynamically balanced to ISO 1940, grade G6,3. Fans shall be flexibly connected to ducting.



BACKSTOP BRAKE

Backstops can be supplied to prevent reverse rotation when power is shut off on incline or vertical conveyors and similar drives. Gear units are supplied with backstops that use a hardened steel ratchet and spring loaded dogs, and others are equipped with sprag type backstops.

**C) SUPPLY OF MACHINING MATERIAL**

EN36B, EN24, AND EN19T FORGED, ALLOY STEEL – SHAFT AND GEAR MATERIAL

Case hardening steel (En36B) and EN19T Forged steel, that can be used for transmission components such as gears, shafts etc.

C45 GRADE STEEL – KEY MATERIAL

A machine element used to connect the rotating machine element to the shaft. The key prevents relative rotation between the two parts and may enable torque transmission. For the key to function, the shaft and rotating machine element must have a keyway and a keyseat, which is a slot and pocket in which the key fits.

**D) SUPPLY OF PARTS**

PROVISIONAL SUM

The provisional sum is a contingency amount to be spent by the Purchaser's Representative and is to be used for components not listed in the Price Schedule, and is applicable to each individual Works Package for the duration of the Contract.

Suppliers will be required to obtain three quotations from three different suppliers where the items are not supplied from the OEM.

Quotations need to be a detailed and must list where the individual parts were purchased and part numbers must be clearly indicated.

All new quotations shall be accompanied by a technical data sheet and the Manufacturer's installation, drawings were applicable, operation and maintenance instructions before approval by the City of Cape Towns delegated responsible person refer to (August 2024 SCM Policy **Clause 189**).

- a) Provisional sum items to exclude labour rates.
- b) As per Supply Chain Management Policy, Where monetary allowances in excess of R300 000 in respect of provisional sums or prime cost items have been included in the bid documents, and where the work or items to which the sums relate are to be executed/supplied by sub-suppliers/suppliers, then one of the following processes, as determined by the Bid Specification Committee, shall be followed in respect of these allowances:
  - i. An open competitive bidding process in which bid documents are prepared by the Responsible Agent in consultation with and to the approval of the supplier, invitations to bid are advertised in the media, and whereby the selected sub-supplier/supplier is chosen by the Responsible Agent together with the supplier from the responses received. The supplier must satisfy him/herself that the selected sub-supplier/supplier can meet the requirements of the subcontract/supply agreement, and assumes the risk for the performance of the sub-supplier/supplier. The supplier may, on reasonable grounds, elect not to employ a particular sub-supplier/supplier.

- ii. A two-stage selection process, whereby the Responsible Agent will advertise (in the media) for expressions of interest from suitably qualified sub-suppliers/suppliers. From the responses received, the Responsible Agent and the supplier, in conjunction, shall compile a list of at least three (unless less than three responses were received) suitable sub-suppliers/suppliers who will then be asked to submit prices for the works/items required. The supplier will assume the risk for the performance of the selected sub-supplier/supplier identified through this process.
  - iii. A nominated process, whereby the City instructs the supplier to appoint a particular (typically specialist) sub-supplier/supplier. In this process the sub-supplier/supplier is a nominated sub-supplier/supplier, and the risk is transferred from the supplier to the City. The use of this process must therefore be motivated to, and approved by, the Director: Supply Chain Management prior to its implementation.
- c) As per Supply Chain Management Policy, When monetary allowances of less than R300 000 have been included in the bid documents, and where the work or items to which the sums relate are to be executed/supplied by sub-suppliers/suppliers, the supplier must be required to request a minimum of three written quotations for approval by the Responsible Agent.
  - d) The tendered price shall consider the OEM parts as well as parts which have same quality and durability as OEM.
  - e) The tendered rate shall include full compensation for procuring and handling as well as all royalties, patent rights, guarantees as supplied by the Original Equipment Manufacturer (OEM).
  - f) Items need to be clearly indicated with reasoning why the part is required on an inspection report.
  - g) A detailed itemised list indicating the Brand/OEM where the individual parts were purchased with part numbers and price.
  - h)
  - i) 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.

#### Supply and Replace Parts

ALLOW FOR PROVISIONAL SUM FOR THE SELECTION AND SUPPLY OF PARTS AND ACCESSORIES REQUIRED FOR MANUFACTURER'S GEARBOX repairs.

- Bearings
- Shaft seals
- Couplings
- Sight glass, plugs and breather
- Oil Expansion Chamber, Oil Pump, Torque Arm, and Pulley Guards

- SUPPLY OF V-BELTS

Vee drives shall be designed to suit the power rating of the motor using service factors appropriate to the driving and driven machinery. Drives shall be designed, manufactured and installed in accordance with BS 3790 and ISO 4184, utilizing taperlock pulleys with taperlocks keyed to the shaft.

Where alternative pulley diameters can be selected, preference must be given to the larger pulley diameters to minimize the belt loading on bearings.

Tenderers shall ensure that the bearing arrangements of driving and driven machinery are designed to cope with the loads imposed by vee belt drives and shall incorporate lay shafts where necessary. Lay shafts shall be supported by bearings mounted in bearing housings which are adequately sealed and fitted with grease nipples. Bearing units incorporating open, shielded bearings are not acceptable. Tenderers shall submit their design calculations and drawings for lay shaft arrangements for acceptance by the Engineer. Bearings shall be designed for an L10 life exceeding 100 000 hours.

- PULLEYS (1 – 6 Grooves)

Pulleys shall be crowned and shall be fabricated of 316 SS or shall be of cast iron or carbon steel and neoprene coated in both cases. Pulleys shall be fitted with taperlock bushes.

## **E) SERVICING TESTING AND COMMISSIONING**

### **1 NON DESTRUCTIVE TESTING**

#### MAGNETIC PARTICLE INSPECTION

Magnetic particle testing is used for the testing of materials which can be easily magnetized. In this method the test specimen is first magnetized either by using a permanent or an electromagnet or by passing electric current through or around the specimen.

The magnetic field thus introduced into the specimen is composed of magnetic lines of force. Whenever there is a flaw which interrupts the flow of magnetic lines of force, some of these lines must exit and reenter the specimen. These points of exit and re-entry form opposite magnetic poles. Whenever minute magnetic particles are sprinkled onto the surface of such a specimen, these particles are attracted by these magnetic poles to create a visual indication approximating the size and shape of the flaw.

#### DYE SPRAY

This is a method which can be employed for the detection of open-to-surface discontinuities in any industrial product which is made from a non-porous material. This method is widely used for testing of non-magnetic materials.

In this method a liquid penetrant is applied to the surface of the product for a certain predetermined time, after which the excess penetrant is removed from the surface. The surface is then dried and a developer is applied to it.

The penetrant which remains in the discontinuity is absorbed by the developer to indicate the presence as well as the location, size and nature of the discontinuity.

Penetrant to be used is visible dye penetrant. The inspection for the presence of visible dye indications is made under white light.

Test surface must be free of all contaminants (dirt, oil, grease, paint, rust, etc. Removal of all penetrant materials, following the test, is required.

#### ULTRASOUND

Ultrasound refers to detection (airborne and structure borne) of ultrasound, typically in the 20 to 100 kHz range. Typical application will be via the use of portable ultrasound instrumentation to trend and analyse bearing condition and identify potential problems in gears, motors and pumps and consequently making recommendations where required.

### **2 ABRASIVE AND FINE BLASTING**

Before coating, all new steel surfaces shall be abrasive blast cleaned in accordance with Section 4.3 of SANS 10064 to a preparation grade of ISO Sa3 in accordance with ISO 8501. The blast profile, measured in accordance with SANS 5772 (dial gauge), shall be in the range of 50 to 75 µm, and shot blasted steel under blast primers should be 30 to 50 microns.

Profiles in excess of 100 microns should be avoided. The abrasive shall comply with SANS 10064 and shall be free from all traces of oil, grease, foreign matter and corrosive contaminants such as chlorides, etc. The blasted surface shall be cleaned and degreased as required. The prepared surface shall be given the first coat of the painting system within 4 hours after blasting.

In instances where stainless steel and 3CR12 are to be painted, the surface shall be suitably abrasive blasted prior to primer application.

Surface coating applied to blast cleaned substrates may be expected to last five times as long as the same surface that had been weathered, then manually wire brushed.

#### Re-Preparation

If a surface coating is damaged during the manufacturing process, in transit or when being handled, it will be necessary to repair the damaged area. If it is at all possible, the original surface treatments should be used in the repair process, to the original specification.

### **3 PERFORMANCE TESTING**

Each item of equipment shall be subject to inspection and testing prior to despatch from the works. Gearboxes shall be subject to no load testing conditions for at least 4 hours for gearboxes under 30 kW and at least 8 hours for gearboxes greater than 30kW.

All performance test results shall be made available to the Engineer for verification. Performance testing should include following:

- Vibration
- Temperature
- Oil leaks

Results shall be in a report format and should accompany the gearbox after work has been completed on the unit.

### **4 VIBRATION ANALYSIS**

#### Scope of Work

This specification provides for the supply of computerised condition monitoring services on sites within City of Cape Town Municipality.

The services will be provided on an ad hoc basis by suitably qualified and experienced individuals and shall include labour, material and travel cost.

Data will be collected at the available plant with a hand held machinery analyser and downloaded into a database for trending and analysis.

The vendor must submit a full report on all data collected detailing:

- Vibration amplitude (mm/sec)
- Frequency (Hz)
- Fault level
- Alarm level
- Findings and recommendation
- Peakvue Spectra and Time wave forms (Peakvue Data)
- Velocity and acceleration time wave form
- Vibration Signatures

It will remain the responsibility of the Contractor to co-ordinate his site visits with the relevant responsible personnel prior to visiting the site. On arrival the Contractor must liaise with the relevant responsible personnel and obtain the necessary approvals and permits before proceeding to monitor any equipment.

If parts of machinery components or even components as a whole, which influence the operation of the condition monitoring system, have to be changed / renewed, the Contractor shall ensure that the condition monitoring system is still functioning reliably.

The Contractor must submit a full report on all data collected. Colour coding shall allow for easy differentiation of trends and data points outside normal accepted parameters. The table below shows the classification of vibration severity zones along with the relevant colours.

Table 1: Classification of vibration severity zones

VIBRATION SEVERITY (ISO 2372)					
Machine		Class I	Class II	Class III	Class IV
	mm/s	< 15 kW	15 – 75 kW	< 75 kW	> 75 kW
Vibration Velocity V <sub>RMS</sub>	0.28	A	A	A	A (Good)
	0.45	A	A	A	
	0.71	B	A	A	
	1.12	B	B	A	
	1.80	C	B	B	B (Allowable)
	2.80	C	C	B	
	4.50	D	C	C	C (Tolerable)
	7.10	D	D	C	
	11.2	D	D	D	D (Not permissible)
	18.0	D	D	D	
	28.0	D	D	D	
	45.0	D	D	D	

VIBRATION SEVERITY (ISO 2372)

## TENDER NO: 157G/2024/25

These evaluation zones are defined to permit a qualitative assessment of the vibration of the given machine and provide guidelines on possible actions.

### Classifications:

Class I: Small (up to 15kW) machines and subassemblies of larger machines.

Class II: Medium size (15kW to 75kW) machines without special foundations or machines up to 300kW rigidly mounted on special foundations.

Class III: Large rotating machines rigidly mounted on foundations which are stiff in the direction of vibration measurement.

Class IV: Large rotating machines mounted on foundations which are flexible in the direction of vibration measurement.

### Detailed Reporting

All detailed reports shall include:

- Photographs of the monitored equipment depicting drive end (DE) and non-drive end (NDE)
- Photograph of the monitored equipment nametag
- Existing fault levels
- Existing alarm levels
- Vibration amplitude (mm/sec) – assessed against evaluation zones as described in the table
- Frequency (Hz) – refer to ISO 2954
- Plot trends and dynamic data points – Trend, spectrum and wave form
- Trend display and overall vibration levels
- Findings and recommendations
- Data capturing and analyses equipment calibration certificates
- Peakvue

All material which the successful Contractor is required to prepare or develop in the performance and completion of this contract, including reports, trend plots, dynamic data plots, notes and reports shall become the sole and exclusive property of the City of Cape Town without limitation when made or prepared, whether delivered or not. The Contractor shall however retain the right to use the same to perform the work under this contract. It will remain the responsibility of the Contractor to ensure that all data are backed up onto a reliable storage medium.

### Condition of Measurement Routes and Points

Before any data may be collected or processed the plant to be monitored must be configured in software to define the points to be monitored. All available machine data, parameters, alarm levels, and known fault frequencies must be noted.

The Contractor shall at all times utilize the most cost efficient and technically reliable technology to accurately diagnose and report on the machine health, identifying any possible defects.

The Contractor shall comment on visual inspections (oil leaks, cleanliness, loose items, blocked vent, open wires, safety issues etc.) and general machine as well as operational condition.

Plant to be Monitored

Analysis can be performed on each individual rotating machine component rated larger and equal to 15kW within an operating speed of 120 rpm and 3000 rpm. Machines to be monitored shall include:

- Blowers and Fans
- Electric Motors
- Gearboxes
- Generators
- Pumps
- Turbines

For each point on the motors, gearbox and blower shaft bearings the FFT frequency range must be set correctly to monitor frequencies of interest i.e. bearings and gears. Vibration readings must be recorded on all machine-bearing points in the Radial, Vertical and Axial planes where permissible.

**5 OIL SAMPLING**

Scope of Work

Sampling for oil analysis is required on various machines operational on CCT Water and Sanitation treatment plants.

A representative oil sample should be taken at the same location using the same method each time, as the following table indicates

Equipment	Sampling Point
Engine Crankcases	-Through dipstick holder -Sample valve on crankcase sump wall -Return line before filter
Hydraulic Systems	-Sampling Valve on return line before filter -Reservoir: about mid-point, away from reservoir walls
Compressors	-Crankcase: about mid-point away from crankcase walls -Return line after oil separator
Gearboxes	-Sump: mid-point. Avoid sump floor sludge and side wall deposits
Turbine Systems	-Reservoir: mid-point – keep away from sidewalls and baffle plates -Main bearing return line -Secondary points: after bypass filtration system

Oil Sampling Best Practices

Referring to Original Equipment Manufacturer (OEM), workload of machinery as well as Project Plan where applicable, both vibration testing and oil sampling should be conducted on the same day to minimise site visits and machine lockout.

Pertinent questions to consider when arriving at a sampling interval include:

- Safety risk (i.e. loss of life or injury if catastrophic failure occurs)
- Criticality of equipment (or lack of redundancy)
- Environment (is it wet, dry?)
- Operating conditions (load, speed)
- What is the failure history?
- How costly is a failure? In repair cost?
- Have operating conditions changed to put more stress on the machine?

In general, a quarterly or monthly sample interval is appropriate for most important industrial machinery, but will be determined by the Project Plan for each individual facility

Category	Key Analysis
<b>Machine Wear</b>	<ul style="list-style-type: none"> <li>• Fine wear metal</li> <li>• Large wear metal elements</li> </ul>
<b>Contamination</b>	<ul style="list-style-type: none"> <li>• Sand and grit</li> <li>• Dilution</li> <li>• Water/Moisture</li> <li>• Alien fluid</li> <li>• Carbon</li> </ul>
<b>Degradation</b>	<ul style="list-style-type: none"> <li>• Oxidation, Nitration, Sulfation</li> <li>• Viscosity</li> <li>• Acid number (AN),</li> <li>• Base Number (BN)</li> </ul>

Sampling do's and don'ts:

- DO sample when the machine is operating, or within 30 minutes of operation.
- DO always sample from same point.
- DO immediately label the sample to prevent mix up.
- DO drain off dead leg oil/water/debris before sampling.
- DO NOT sample immediately after an oil change or makeup.



### Facility Accreditation

Equipment for oil sampling and facilities for testing must be accredited by SANAS according to ISO 17025

### Detailed Reporting

All detailed reports shall include:

- Photograph of monitored equipment nametags
- Existing fault levels
- Existing alarm levels
- Findings and recommendations
- Data capturing and analysis equipment calibration certificates
- A detailed analysis report is required with every sample taken

All material which the successful Contractor is required to prepare or develop in the performance and completion of this contract, including exception reports, trend plots, dynamic data plots, notes and reports shall become the sole and exclusive property of the City of Cape Town without limitation when made or prepared, whether delivered or not. The Contractor shall however retain the right to use the same to perform the work under his contract. It will remain the responsibility of the Contractor to ensure that all data are backed up onto a reliable storage medium.

## **6** THERMOGRAPHY

### Scope of Work

The Infra-red camera shall be designed for Preventative Maintenance (PM) use by indicating areas with excessive heat build-up for mechanical and electrical equipment. This shall be capable of viewing the heat dissipated by equipment in order that preventative maintenance may be undertaken prior to damage of the particular equipment.

Minimum IR Camera Requirements:

- Full analysis and reporting software
- Calibration Certificates
- Minimum IR resolution 160 x 120
- Minimum NEDT thermal sensitivity 0.1°C at 30°C
- Minimum temperature measurement range -20°C to 150°C
- Temperature measurement accuracy  $\pm 2\%$  at 25°C
- Visible camera resolution 2 megapixels

- File formats JPEG, BMP

### **DETAILED REPORTING**

All detailed reports shall include:

- Photograph of monitored equipment nametag
- Existing fault levels
- Existing alarm levels
- Findings and recommendations
- Data capturing and analysis equipment calibration certificates
- IR versus visible image side by side reporting

All material which the successful Contractor is required to prepare or develop in the performance and completion of this contract, including exception reports, trend plots, dynamic data plots, notes and reports shall become the sole and exclusive property of the City of Cape Town without limitation when made or prepared, whether delivered or not. The Contractor shall however retain the right to use the same to perform the work under his contract. It will remain the responsibility of the Contractor to ensure that all data are backed up onto a reliable storage medium.<sup>30</sup>

7

### **LASER ALIGNMENT**

#### **SHAFT ALIGNMENT**

Shafts for drives, such as motors, with an output above 150 kW shall be aligned to the driven shaft as follows:

- a) Final alignment shall be done after installation and before commissioning and shall be checked in the presence and to the approval of the Engineer. Alignment shall be sufficiently accurate to ensure that no initial pre-load is placed on the shaft coupling.
- b) Each motor shall be aligned to its pump by alignment specialists using laser aligning equipment with real time computer display.
- c) The use of pourable epoxy resin chocks (Epcast 36, Chockfast or equivalent) shall be acceptable. If pourable chocks are used, the baseplate feet do not have to be machined but each machine foot shall be provided with a screw for vertical alignment. The chock thickness shall not be less than 20 mm.

#### **BELT ALIGNMENT**

Correct alignment of belt drives is increasingly important in an environment where machine performance and maintenance costs are key considerations.

From the belt manufacturer's side, it is sometimes recommended that there is a maximum angular error between the pulleys of 0.5 to 0.25 degrees for optimal service life and efficiency. Such small angles cannot be seen with the naked eye without the assistance of a laser.

**F) CONSUMABLES AND OTHER**

1. GASKET / SEALER

A liquid silicone compound that cures at room temperature to form a flexible rubber. Product is to be suitable for the use on gearboxes in an corrosive environment.

2. NITRILE BOND CORK/ COMPRESSED NON-ASBESTOS FIBRE/ FLEXOID / VELAMOID / STELITE

Material should have a good resistance to oil and and seal well at low flange pressures and temperatures of up to 120°C. Product is to be suitable for the use on gearboxes in an corrosive environment.

3. MACHINERY SHIMS

Shims are to be used to assist with achieving a more accurate vertical machinery alignment. Shims are to also meet the following requirements:

- Made of high quality stainless steel, allowing re-use
- Easy to fit and to remove
- Close tolerances for accurate alignment
- Thickness clearly marked on each shim
- Fully de-burred

Shimming

Not more than three shims may be used at any point and these must be made of a corrosion resistant material such as stainless steel. Sizes may vary but not limited to 0.10mm, 0.15mm, 0.25mm, 0.35mm, 0.45mm, 0.50mm, 0.60mm, 0.80mm, 1mm, 2mm, 3mm, 4mm and 5mm

4. GEARBOX OIL

Gearbox oil supplied to be the same as specified in the Original Equipment Manufacturers manual. If OEM is not available that Contractor to supply a suitable oil for the gearbox that will look at prolonging life of components.

Lubrication

Oil Lubrication

Where oil lubrication is provided, the Contractor is responsible for the initial oil fill and the first oil change, including flushing, draining and filling, after an initial run-in period not exceeding 3 months.

Oil level indicators shall be fitted for visual checking. Drain cocks, including 316 SS fittings where necessary to permit convenient draining, and plugged at the end, shall be provided for oil reservoirs exceeding 1,5 litre capacity. Drains shall be from the lowest point and syphon type drains are unacceptable.

Lubrication systems shall be designed to exclude dirt and moisture. Air vents on the oil reservoir shall incorporate filters. Drain facilities shall always be provided.

5. CHEMICAL DEGREASER

Cleaning fluid designed to remove water, chemical contaminants, air and particle matter (Not fixed to surface) resulting from normal ingress, internal generation or component wear.

6. GREASE LUBRICATION

The greasing system shall start and shall operate continuously whenever the equipment operates and shall stop when the equipment stop.

Where greasing points are not easily accessible, grease lines shall be piped to an easily accessible position for manual greasing. Each grease point shall be provided with completely separate pipework.

A distributor shall be provided where motorised lubrication is provided to more than one destination. The distributor shall be a positive displacement device which ensures equal, successive lubrication to all destinations.

Pipework and fittings for grease distribution shall be of stainless steel or non-ferrous metal (EN Grade 1.4401 316). Pipework supports shall be of stainless steel and shall be spaced at distances not exceeding 500mm.

A flow indicator shall be provided to allow visual confirmation of grease flow in the pipeline. This shall be provided as close to the bearing as is feasible for the application.

The grease container shall have a capacity of more than 1 kg and an indicator shall be provided to indicate the grease level. The container shall be easy to refill without stopping or affecting the operation of the pump. The pump shall be provided with a feature that will release any air trapped in the grease during filling.

A device shall be provided to allow the Operator to confirm the grease flow in the pipeline.

In channels, the pipe shall be cast into the concrete structure such that snagging of solids and also damage to the pipework is not possible. It is acceptable to protect the pipe by a shroud which is manufactured of 316 stainless steel, securely bolted to the concrete with 316 anchors of minimum diameter 16 mm and contoured in order to prevent snagging.

7. RUST PREVENTATIVES

A heavy duty preventative compound for rust prone surface providing protection against the damaging effects of moisture, chloride and corrosion.

8. TAPER BUSHES AND SOCKET HEAD CAP SCREWS

Taper bushes supplied to act as locking mechanism used for fixing pulleys, sprockets and couplings to drive shafts. They are typically used in power transmission drives. Taper bushes to be made from precision cast iron. Should be split, flangeless bushings that use screws to tighten on the shaft and provide excellent clamping force.

9. FASTENERS

**Standards**

Bolts and nuts shall be complying with SANS 1700 with threads of the coarse pitch series. Allen head screws of any type shall not be used without the engineer's written consent.  
Fasteners M12 and smaller

All fasteners M12 and smaller shall be 8.8 HDG M/S or grade 304SS, or better.

**Fasteners larger than M12 – in corrosive areas**

All fasteners in corrosive areas shall be 8.8 HDG M/S or grade 304SS, or better. Corrosive areas shall be taken to include any moist or wet area such as in and above settling tanks, in or in the vicinity of open channels, where a continuous spray can be expected and all internal and external areas in the vicinity of the inlet works of a wastewater treatment works. All fasteners embedded in brick, concrete or soil shall be 8.8 HDG M/S or grade 304SS, or better.

**Fasteners larger than M12 – non-corrosive areas**

Fasteners larger than M12 which are in non-corrosive areas shall, except when specified otherwise, be hot-dip galvanized.

**High tensile bolts**

Where high tensile bolts are required by the design, they shall be hot-dip galvanized and painted. The bolt holes and crevices shall be filled and sealed prior to painting.

**Material compatibility**

Fastener material shall always be of equal or better corrosion resistance than the items being fastened, e.g. 316 SS bolts must be used to fasten together 316 stainless steel fabrications or flanges.

**Washers**

Washers of similar material to the bolts shall be provided under each nut and setscrew head. Multiple washers or shims shall not be used. Spring washers or other approved locking arrangement shall be used on all fasteners subject to vibration.

**Anti-seize compound**

Before assembly, threads shall be treated with a nickel based, anti-seize/corrosion protection compound; Chesterton 725: Nickel Anti-Seize Compound, or equivalent.

The Contractor shall note:

- Copper-based compounds are not acceptable and, if used, shall be cleaned off before the correct compound is applied.
- If it is found during inspection that compound has not been applied, the Contractor shall disassemble all fasteners and comply with this requirement.
- A small amount of compound shall be applied along the full length of the thread before the nut is applied. Excessive compound visible on the thread after the nut has been applied shall be cleaned off.

### **Thread projection**

Bolt threads shall project between 1 and 6 mm from the head of the nuts when fixed. Longer projections will only be allowed if the Contractor can show that bolts of a more suitable length are not manufactured.

### **Corrosion protection**

After installation the exposed surfaces of bolts not made of 316 SS or of EN 1.4162 shall be coated as for the items being fastened. If the use of Allen head or similar fasteners has been approved by the Engineer, the recessed heads shall be filled with a suitable non-hardening sealing compound.

## 10. ANCHOR FASTENERS

### **Type and material**

All anchor fasteners shall be of grade 316 SS, or better.  
Anchor fasteners for water retaining structures and for brickwork shall be of the chemical anchor fastening type. Anchor fasteners for other applications may be of the expanding type or chemical anchor type.

### **Hook bolts**

Grade 316 SS, or better, hook bolts shall be supplied and grouted by the Contractor into pockets which will be provided in the concrete structure in accordance with the information to be supplied by the Contractor. The grouting products shall be used strictly in accordance with the manufacturer's instructions.

### **Alternative anchor bolts**

The use of 316 stainless steel "Hilti Kwik Bolt" stud bolts or equivalent may be used as an alternative where approved by the Engineer. If steel reinforcing bars are encountered while the holes are being drilled, the Contractor shall knock a hole in the concrete around the steel and grout in a stainless steel hook bolt as described above.

### **Through-bolt anchors**

Where machinery is anchored by studs or bolts which extend through the supporting structure and is therefore fastened down with the use of nuts from both sides, these, together with associated washers and brackets, shall also be of grade 316 SS, or better.

### **Anti-seize compound**

A small amount of a nickel-based, anti-seize compound shall be applied along the full length of fastener threads before the nut is applied.

### Service Providers Responsibility with regards to Civil Works

Buildings and concrete structures will form part of a separate civil contract which will include all plinths, foundation blocks, rebates, pockets, holes, thrust blocks and so forth to accommodate the installation of the plant as must be detailed on the drawings and other information to be submitted by the Contractor in terms of the Contract.

While the building and civil work will be done by others under a separate contract, the Contractor shall, prior to taking possession of the Site and before delivering any equipment to site, inspect and check the related building and civil works for accuracy and suitability of construction and for conformance with the Contractor's drawings. No payments shall be allowed for additional costs to the Contractor resulting from a failure to check such works timeously.

Ensuring that holes through walls and floors have been done correctly will be the responsibility of the Civil Contractor however the supply and installation of all foundation bolts and grouting of bases, supports or any other mechanical equipment shall be the responsibility of the Mechanical Contractor.

### **Samples**

The Contractor shall at his own cost supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The Engineer reserves the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications.

### **Proprietary Materials**

Where proprietary materials are specified it is to indicate the quality or type of materials or articles required, and where the terms "or other approved" or "or approved equivalent" or "similar approved" are used in connection with proprietary materials or articles, it is to be understood that the approval shall be at the sole discretion of the Engineer.

### **Manufacturer's Instructions**

The recommendations of the manufacturers of patented materials must be strictly adhered to regarding the use, mixing, application, fastening, etc. thereof except when otherwise instructed in writing by the Engineer.

The Contractor shall employ a capable surveyor to set out the Works to the required lines and levels. The Engineer shall be informed immediately should any discrepancy be discovered between the levels or dimensions obtained by the Contractor and those shown on the drawings.

The Contractor shall submit the method of setting out he proposes to employ to the Engineer. Accurate control of line and level shall be provided by the Contractor at all stages of construction.

Work set out by the Contractor may be checked by the Engineer and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material and labour required by the Engineer for this survey work. Any assistance, including checking given to the Contractor by the Engineer or any setting out done by the Engineer for Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

### **Construction in limited areas**

In certain cases, working space may be limited. The method of construction in these restricted areas will depend largely on the Contractor's plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used to achieve these cross-sections and dimensions and that the rates and prices tendered shall be deemed to include full compensation for any difficulty encountered while working in limited areas and narrow widths and that no extra payment will be made, nor will any claim for payment due to these difficulties be considered.

Construction methods must be of such a nature that no person, property or improvements in the vicinity of the works is endangered. The Employer accepts no responsibility for any work executed without written permission outside the site of Works.

### **G1 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".

### **G2 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.

### **G3 FORMS FOR CONTRACT ADMINISTRATION**

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

- a) Monthly Project Labour Report (described below)

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than **R 0.00** 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.



## 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

**TENDER NO: 157G/2024/25**

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

*Delete clause 7.1 and replace with the following:*

7.1 Within 14 (fourteen) days of Commencement Date the Supplier shall furnish to the Purchaser the performance security:

7.1.1 For the Guarantee Sum equal to **R 200 000.00** being **[N/A]** percent of the Contract price or such other applicable amount.

7.1.2 The Performance Security/Guarantee furnished shall be issued by an Approved Financial Institution listed in the Pro Forma Performance Security/Guarantee as at **28 February 2023** (being institutions approved for issue of contract guarantees by the Purchaser).

*Delete clause 7.3 and replace with the following:*

7.3 The performance security shall be furnished strictly in accordance with the terms and conditions set out in Form of Performance Security/ Guarantee.

*Delete clause 7.4 and replace with the following:*

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier strictly in accordance with the terms and conditions set out in the Performance Security/ Guarantee.

## 8. Inspections, tests and analyses

*Delete Clause 8.2 and substitute with the following:*

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

## 10. Delivery and documents

*Delete clauses 10.1 and 10.2 and replace with the following:*

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

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

## 11. Insurance

*Add the following after clause 11.1:*

- 11.2 Without limiting the obligations of the Supplier in terms of this Contract, the Supplier shall effect and maintain the following additional insurances:
- 11.2.1 Public liability insurances, in the name of the Supplier, covering the Supplier and the Purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **[R20 million]** for any single claim;
- 11.2.2 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the Supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- 11.2.3 Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the Supplier's broker or the insurance company itself (see the Pro Forma Insurance Broker's Warranty).
- 11.2.4 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.

**It is not applicable for this tender**

## **17. Prices**

*Add the following after clause 17.1*

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

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

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

## **18. Contract Amendments**

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

### **18. Contract Amendments and Variations**

*Add the following to clause 18.1:*

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

## **20. Subcontracts**

*Add the following after clause 20.1:*

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

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

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

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

21.2 If at any time during the performance of obligations contained in the Contract the Supplier or its

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

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

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

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

## 22. Penalties

**Delete clause 22.1 and replace with the following:**

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

The penalty for this contract shall be **[In the event that the actual delivery for goods ordered in terms of this contract exceeds the contracted Works Package delivery period, a penalty of 0.5% per week of the value of the overdue goods will be imposed. No such penalties shall exceed 10% of the value of the overdue goods 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



**TENDER NO: 157G/2024/25**

sent to the Supplier, may terminate the contract if the implementation of the contract may result in reputational risk or harm to the Purchaser as a result of (inter alia):

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

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

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

## 26. Termination for insolvency

*Delete clause 26.1 and replace with the following:*

- 26.1 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:
- 26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or
- 26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.
- 26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Contract.

## 27. Settlement of Disputes

*Amend clause 27.1 as follows:*

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

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

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

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

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

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

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

## 28. Limitation of Liability

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

- (a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events,

or where no such amounts are stated, to an amount equal to twice the Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

*Add the following after clause 28.1:*

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

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

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

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

28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

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

### **31. Notices**

*Delete clauses 31.1 and 31.2 and replace with the following:*

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

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

### **32. Taxes and Duties**

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

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

*Add the following after clause 32.3:*

32.4 The VAT registration number of the CCT is 4500193497.

## ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

### 35. Reporting Obligations

35.1 The Supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

### **36. ESTABLISHMENT OF A FULLY COMPLAINT WORKSHOP FACILITY INCLUSIVE OF SERVICES AND PRODUCTS AS SPECIFIED WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE CITY OF CAPE TOWN, WITHIN 30 DAYS FROM COMMENCEMENT OF CONTRACT**

36.1 The supplier must within 30 days from commencement of the contract, establish a Workshop Facility within the Geographical Boundaries of the City of Cape Town which meets the requirements set out in the Specifications in full, and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations.

36.2 The City of Cape Town shall perform minimum of one (1) technical assessment of the Workshop Facility mentioned in clause 36.1 above, to confirm that it complies with the requirements set out in the Specifications and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations. Only once the technical compliance of the Workshop Facility has been confirmed in full by the City of Cape Town, after the aforementioned technical assessment, will work be allocated and/or products be procured from the supplier in terms of this contract. Should the supplier fail to establish a Workshop Facility which complies with the aforementioned requirements, within the thirty (30) days mentioned in clause 36.1 above or a reduced period as contemplated in clause 36.3 below, this shall be a material breach of the contract and the City shall be entitled to terminate the contract forthwith and without further notice to the supplier. The date on which the aforementioned technical assessment shall be held, will not exceed two weeks from expire of the thirty (30) days period.

36.3 The supplier may inform the City of Cape Town that it is ready for the technical assessment referred to in clause 36.2 above, earlier than the thirty (30) day period mentioned in clause 36.1 above, in which case the supplier shall forfeit the remaining days of the aforementioned period and the City of Cape Town shall be entitled to conduct the technical assessment at an agreed date and time between the parties, which shall not exceed two weeks from receipt from the suppliers notification in terms of this clause.

36.4 The supplier shall cooperate fully and in good faith with the City of Cape Town in arranging for and assisting the City of Cape Town with the technical assessment referred to in clause 36.2 above, including but not limited to providing the City of Cape Town with access to all parts of the Workshop Facility during that assessment and demonstrating to the City all aspects of the facility relevant for the aforementioned technical assessment.

36.5 Notwithstanding the contents of 36.1 to 36.4 above, the City of Cape Town reserves the right, at its sole discretion and on fourteen (14) days notice, to perform technical assessments of the Workshop Facility during the tenure of the contract as and when required, to ensure that the Workshop Facility meets the requirements set out in the Specifications in full, and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations. Should the outcome of the technical assessment be that the Workshop Facility is not compliant with the aforesaid requirement, this shall be a material breach of the contract.

36.6 The supplier shall submit to the City of Cape Town all documents as requested in the Specification as well as the responsive criteria mentioned in the tender document. All qualified staff employed by the supplier, Call-out vehicles (owned or leased) as well as tooling and equipment specified must be available for use by the supplier within thirty (30) days from commencement of the contract."

### **37. Protection of personal information**

37.1 The supplier acknowledges that it will be processing personal information as defined in the Protection of Personal Information Act No. 4 of 2013 relating to City customers, on behalf of the City. Accordingly, it undertakes to ensure compliance with the Act in respect of its processing activities. In particular, it undertakes to

**TENDER NO: 157G/2024/25**

keep such information confidential and not to disclose it unless required by law or in the course of the proper performance of its duties. Furthermore, it undertakes to maintain security measures as envisaged in Sections 19 and 21 of the Act. The requirements of this apply to all agents and subcontractors acting on behalf of tenderers and must be included in all contracts between tenderers and their agents or subcontractors.

**38. Data Sheets**

The supplier acknowledges that it will be required to provide technical data sheets as and when requested by the CCT as part of the works order/project requirements.

**39. Original supplier's warranties**

The supplier must transfer the original supplier's warranties for equipment obtained through this contract to the CCT before the end of the relevant works order contract. The supplier must provide proof of this transfer by submitting authorization of the transfer of warranty received from the original supplier of the equipment.

## C.7 GENERAL CONDITIONS OF CONTRACT

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

### TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

### 1. Definitions

1. The following terms shall be interpreted as indicated:

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

**TENDER NO: 157G/2024/25**

- 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.:** 157G/2024/25

**TENDER DESCRIPTION: SUPPLY, MAINTENANCE AND SERVICING OF GEARBOXES AND ASSOCIATED WORKS IN THE CITY OF CAPE TOWN**

NAME OF SUPPLIER: \_\_\_\_\_

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

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

*Yours faithfully*

Signed: \_\_\_\_\_

For: \_\_\_\_\_ (Supplier’s Insurance Broker)





**MONTHLY PROJECT LABOUR REPORT**



**BENEFICIARY DETAILS AND WORK INFORMATION**

<b>CONTRACT OR WORKS PROJECT NUMBER:</b>
--

<b>Year</b>	<b>Month</b>

<b>Sheet</b>		
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												

0 0 R -

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

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

## Annexure C - Pro Forma Performance Security/ Guarantee

### GUARANTEE PERFORMANCE SECURITY

#### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address of Guarantor: .....

"Supplier" means: .....

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

Amount in words: .....

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

Amount in words: .....

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

#### PERFORMANCE GUARANTEE

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

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

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

Approved Financial Institution as at 28 February 2023:

**1.1 National Banks**

ABSA Bank Limited  
Firststrand 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...]

TENDER NO: 157G/2024/25

## **Annexure D - Pro Forma Advance Payment Guarantee**

*Not Applicable to this tender*

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

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 (Water and Sanitation), City of Cape Town,  
P O Box 655, Cape Town, 8000 or
- ii. By email to: **CPA.Request@CapeTown.gov.za.**

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

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

Or

Unless indicated otherwise in the relevant schedule below, the adjustment will apply to all Purchase Orders or Purchase Order lines where the delivery date is on or after the effective date of the adjustment.



**F.1 (A) – FIRM PRICES**

*NOT APPLICABLE*

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

*NOT APPLICABLE*

<b>TABLE F.1 (B).1: SEIFSA BASE MATERIAL AND LABOUR PRICES</b>
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*NOT APPLICABLE*

**TABLE F.1 (B). (Cont'd): SEIFSA BASE MATERIAL AND LABOUR PRICES**

*NOT APPLICABLE*

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

*NOT APPLICABLE*

<b>F.1 (D) LOCAL SOUTH AFRICAN CONTENT - STATS SA CONSUMER PRICE INDEX</b>
--

1. Applicable where the Tenderer/Suppliers has indicated their tendered prices are subject to adjustment based on changes in the Statistics South Africa (STATS SA) Consumer Price Indices.
2. A minimum of 10% of the tender/contract price as per C.4 Pricing Schedule shall be fixed and free of variation for the duration of the contract.
3. A total of 90% of the tender/contract price as per C.4 Pricing Schedule shall be adjusted annually in accordance with clause 5 below.
4. The Contract Price(s) shall remain FIRM for the first 12 calendar months from the closing date of tender (close of tender being month 0) and Suppliers are not permitted to requests CPA during this period.
5. The Contract Price(s) will thereafter be subject to adjustment annually based on the average percentage per anniversary cycle, as published by STATS SA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:

5.1 ADJUSTMENT 1

No adjustment applicable for 12 months from tender closing (close of tender being month 0).

5.2 ADJUSTMENT 2 – Anniversary (13<sup>th</sup> month from tender closing, to the end of the 24<sup>th</sup> month)

Average CPI will be calculated by utilising the latest indices published in the 13<sup>th</sup> month from close of tender (close of tender being month 0) and month one (1) being the base month indice, by adding the percentage CPI for the 12 months and dividing by 12 months.

5.3 ADJUSTMENT 3 – Anniversary (25<sup>th</sup> month from tender closing, till the 36<sup>th</sup> month)

Average CPI will be calculated by utilising the latest indices published in the 25<sup>th</sup> month from month 13 indice (close of tender being month 0), by adding the percentage CPI for the 12 months and dividing by 12 months.

Note, the above CPA anniversary cycle is calculated from month one (1) as the base date, therefore the same principles shall apply during the course of the contract from the Commencement Date until the expiry of the contract. Subject to prior approval by the CCT delegated authority, in the event of any extension of the contract period, the CPA applicable beyond month 36 of the contract will follow the same principle in determining the adjustment applicable.

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

**NOT APPLICABLE TO THIS TENDER**

**F.1. (F) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA  
RATE OF EXCHANGE PRICE VARIATIONS**

**NOT APPLICABLE TO THIS TENDER**



**F.1. (G) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA -  
MANUFACTURER/SUPPLIER PRICE/QUOTATION LIST**

**NOT APPLICABLE TO THIS TENDER**

**F.1. (H) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA - BASED  
ON FOREIGN INDICES**

**NOT APPLICABLE TO THIS TENDER**

**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); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

### 1.2 To be completed by the organ of state

- 1.3 The applicable preference point system for this tender is the 80/20 preference point system.

- 1.4 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.

### 1.5 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.6 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.
- 1.7 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	To be Completed by the Organ of State		To be Completed by the Tenderer	
	Number of points Allocated (90/10 system)	Number of points Allocated (80/20 system)	Number of points claimed (90/10 system)	Number of points claimed (80/20 system)
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)

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

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

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

**Schedule 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

<b>Schedule F.9: Certificate of Independent Tender Determination</b>
--

I, the undersigned, in submitting this tender number **157G/2024/25** and TENDER DESCRIPTION: **SUPPLY, MAINTENANCE AND SERVICING OF GEARBOXES AND ASSOCIATED WORKS IN 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.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. CV's and Qualifications as detailed under clause 2.2.1.1.4: Functionality
2. List of projects value and duration refer to schedule 15C

\_\_\_\_\_  
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  
receiving machine)

IRISITI ESESIKWENI  
(Isemthethweni kuphela  
xa ishicilelwe  
ngumatshini wokukhupa  
irisiti osesikweni.)

AMPTELIKE KWITANSIE  
(Geldig alleenlik indien deur  
amptelike kontantvangs  
masjien gedruk.)

GL DATA CAPTURE RECEIPT  
(CASHIERTO RETAIN A COPY)

RECEIPT NO: \_\_\_\_\_

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

SAP GL:

8	1	0	1	0	0
---	---	---	---	---	---

PROFIT CENTRE:

1	3	0	5	0	0	0	0	1
---	---	---	---	---	---	---	---	---

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0
--	--	--	--	--	--	---	---	---	---	---	---	---

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

OFFICIAL RECEIPT  
(Valid only if printed  
by official cash  
receiving machine)

IRISITI ESESIKWENI  
(Isemthethweni kuphela  
xa ishicilelwe  
ngumatshini wokukhupa  
irisiti osesikweni.)

AMPTELIKE KWITANSIE  
(Geldig alleenlik indien deur  
amptelike kontantvangs  
masjien gedruk.)

GL DATA CAPTURE RECEIPT  
(CASHIERTO RETAIN A COPY)

RECEIPT NO: \_\_\_\_\_

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

SAP GL:

8	1	0	1	0	0
---	---	---	---	---	---

PROFIT CENTRE:

1	3	0	5	0	0	0	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.

<b>Schedule F.15A: Functionality Scoring</b>
--

The Tenderer shall provide information for the functionality criteria listed in this Returnable Schedule. The Tenderer's attention is drawn to clause C.2.2.1.1.4 in the Tender Data for a more detailed explanation of the functionality criteria given in the table below and how the score will be calculated (with applicable values).

Criteria No	Description of Functionality Criteria	Maximum Possible Score
1 - Supervisor	Experience of the Technical Supervisor: Technical Supervisor with a SAQA unit of standard 242996 or equivalent certificate of Accreditation(National Diploma or Degree in Mechanical Engineering). Minimum of five years relevant supervisory experience on Gear box units	20
2 - Mechanical Artisans	Number of Mechanical Artisans: Each Mechanical Artisan Trade tested Artisans with a SAQA unit standard 242996 or equivalent certificate of accreditation (Fitter & Turner or Millwright) and must have at least 5 years post trade test qualification work experience on Gear box and plant maintenance	30
3 – Gear box Technician	Gear box Technician experience : Gear box technician (N6 or National Diploma ( Mechanical Engineering Fitter, Fitter & Turner or Millwright) with a SAQA unit standard of 242996 or equivalent certificate of accreditation and must have at least 3 years experience	20
4 – Tender Entity Track Record	Tenderers must have a proven track record of at least 5 projects in the last 7 years where a 5kW gearbox or larger was repaired, refurbished or project values of a minimum value of R 100 000.00. (Complete schedule F15.C)	30

The minimum score for functionality is **70**. Tenderers that fail to achieve the minimum score for functionality will be rejected. The tenderer is referred to the Specification and Tender Conditions and shall provide details on the tables below to proof compliance with the relevant tender requirements.

The Curriculum Vitae and proof of qualifications of each individual must be attached to this schedule; and statement for each of the individuals identified, which indicates any fields of specialization and any recent 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.

Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary).

TENDER NO: 157G/2024/25

<b>Supervisor</b>			
No	Name	Qualifications and Curriculum Vitae	No. of Years, supervisory experience, on Gear units
1			

(Add additional if necessary)

**Schedule F.15B: Functionality Scoring**

<b>Mechanical Artisan</b>			
No.	Name	Qualifications	No. of Years, supervisory experience, on Gear Units
1			
2			
3			
4			

(Add additional if necessary)

<b>Gear Box Technician</b>			
No	Name	Qualifications	No. of Years, supervisory experience, on Gear units
1			

(Add additional if necessary)

**Schedule F.15C: Functionality Scoring**

**Tender entity track record:** Tenderers must have a proven track record of at least 5 projects in the last 7 years where a 5kW gearbox or larger was repaired, refurbished or project values of a minimum value of R 100 000.00.

NO.	TYPE OF RELEVANT WORK PREVIOUSLY PERFORMED	CLIENT'S DETAILS (Location where work was performed, company name, contact name, email & phone number)	DATE OF ONTRACT Start date and End Date	TYPE OF SYSTEMS WORKED ON (Provide a Bill of Quantities accompanied with an invoice / certificate or other documents for each of the jobs listed below.)
1				
2				
3				
4				
5				
6				

(additional pages may be added if necessary)

## Annexure G: Health and Safety Specification

### SAFETY SPECIFICATION (G)

**Health and Safety Specification** means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons working on and exposed to the associated works.

#### 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 Construction Regulations, 2014.
- d) "Engineer" means the person/firm so named in the Contract Data whose function is to administer the Contract as agent of the Employer, acting through, if appointed, a Health and Safety Agent.
- e) "OHS Act" means the Occupational Health and Safety Act, 85 of 1993.
- f) "subcontractor" means many contract employed by the Contractor to perform construction work.

#### G2 PROVISION FOR COST OF HEALTH AND SAFETY

The Principal Contractor shall make and show adequate provision for the cost of adequate and required health and safety measures during the construction process as required by Construction Regulation 5(1)(g), specifically provision for the adequate quantities and types of specialised PPE as required for Penstocks and Valves operations, including approved respirators, disposable organic vapour cartridges, life jackets and rescue devices.

Further to the adequate provision for the cost of health and safety as outlined above, the Principal Contractor shall ensure that on appointing any other contractor for any portion of the construction project, that each potential subcontractor submitting tenders for such work, have made sufficient provision for adequate and required health and safety measures during the construction process as required by Construction Regulation 7(1)(c)(ii).

#### G3 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.

#### G4 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.

#### G5 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 Engineer through the Engineer's Representative, except in the case of health and safety issue which requires the Contractor's immediate attention, in which case the Employer's Health and Safety Agent can issue an instruction directly to the Contractor.



**G6.1 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.

The Contractor shall ensure that no asbestos work is carried out before the Provincial Director of the Department of Labour has been notified in writing.

**G6.2 Occupational Health and Safety Agreement**

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

**G6.3 Good standing with the Compensation Fund or a licensed compensation insurer**

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

**G6.4 Emergency procedures**

The Contractor shall submit for acceptance to the Engineer 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.

**G6.5 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.

**G6.6 Inspections, formal enquires and incidents**

The Contractor shall inform the Engineer:

- 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 Engineer of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incident to an inspector as designated in terms of the OHS Act.

The Contractor shall investigate all incidents and issue the Engineer with copies of such investigations.

## G6.7 Personal protective equipment and clothing

The Contractor is required to identify the hazards in the workplace and deal with them appropriately. He must either eliminate hazards or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health and safety under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be **the last resort** and there should always first be an attempt to apply engineering and other solutions to mitigate hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this matter and to issue, free of charge, suitable PPE to protect them from any hazards. The contractor is to provide each employee working in excavations or manholes with gas detection equipment that has been calibrated, maintained and regularly serviced. Proof of issue and service records of gas detectors to be placed in the HSE file.

It is a further requirement that the Contractor maintain this PPE and that he instructs and trains the employees in the correct use and maintenance of the PPE as required in GSR 2(5). PPE shall be fit for purpose at all times and provide the required and intended protection.

No person shall be permitted to work on the site if the correct PPE is not used. The Contractor shall ensure that the prescribed, required and correct PPE is used by the employees as per GSR 2(6) at all times.

Employees shall comply to OHS Act Section 14(b) and (c) and do not have the right to refuse to utilise or wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee may not be allowed to continue working under the hazardous condition/s for which the equipment was prescribed.

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has blatantly abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees, visitors and non-employees shall, as a minimum, be required to wear the following PPE on any of **the Client's** construction sites:

- Protective overalls (employees only)
- Protective footwear
- Protective headwear
- Eye protection
- Hearing protection
- High visibility vests/jackets with the Contractor company name and employees name

### Specialised PPE requirements:

- Respirators and breathing equipment when working with or when exposed to raw sewage
- Daily supply of organic filters for respirators
- Life jackets
- Face shields compatible with respirator system used
- Impermeable/water resistant overalls when exposed to raw sewage
- Fall protection equipment when working in elevated positions or in a fall risk position, such fall prevention equipment being a full body harness and work positioning lanyard
- Rescue equipment consisting of a full body harness and rescue lanyard/rope secured at the surface when working in fall risk position.

## G7 EMPLOYER'S HEALTH AND SAFETY AGENT

The Employer's health and Safety Agent shall

- a) Audit the contractor compliance with the requirements of this Specification prior to the commencement of any physical construction activities on the Site;
- b) accept or reject all safety plans, giving reasons for rejecting such plans;
- c) monitor the effective implementation of all safety plans;
- d) conduct periodic and random audits on the health and safety file to establish compliance with the requirements of the specification and the Contractor's health and safety plan; and

## TENDER NO: 157G/2024/25

- e) visit the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, any notices and/or instructions to the Contractor or any of the contract subcontractors with a copy of the Engineer and, where relevant, to the contractor

The contractor shall invite the Employer's Health and Safety Agent to audit compliance with the requirements of this Specification before commencing with any new construction activity on the Site.

The Contractor shall permit the Employer's Health and Safety Agent to audit the Contractor's compliance with the approved Health and Safety Plan, and shall provide any assistance and/or documentation as may be required in this Metal and Engineering Industries Bargaining Council (MEIBC) in this regard.

## G8 CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT

### G8.1 General

The Contractor shall carry out regular inspections and audits to ensure that the Works are being performed in accordance with the requirements of the Specification and Contractor's health and safety plan

### G8.2 Hazard Identification and Risk Assessments

Every contractor performing construction work shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, cause a risk assessment to be performed by a competent person, appointed in writing, and the risk assessment shall form part of the OH&S Plan and be implemented and maintained as contemplated in CR7(1)(b).

Due to the nature of the Penstocks and valves process and the associated risks, each activity must define individual tasks associated with that identified activity in a detailed method statement. These and all associated hazards must be identified and listed in the risk assessment. This ensures that critical tasks and associated hazards are not overlooked.

The risk assessment shall include, at least:

- The identification of the risks and hazards to which persons may be exposed
- The analysis and evaluation of the risks and hazards identified
- A documented plan of safe work procedures (SWP) to mitigate, reduce or control the risks and hazards that have been identified
- A monitoring plan and
- A review plan to outline the frequency of normal risk assessment reviews and additionally under what circumstances and/or occurrences risk assessments will be reviewed.
- Based on the risk assessments, the contractor must develop a set of site specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

**Review of Risk Assessments:** The Principal contractor and sub-contractors are to review the hazards identified, risk assessments and safe work procedures (SWP) each time an incident occurs and/or changes are made to designs, drawings and construction methods and processes.

### G8.3 Health and safety plans

The Contractor shall prior to commencing the Works to which this Specification applies, submit to the Employer's Health and Safety Agent for approval a suitable and sufficiently documented health and safety plan, based on this Specification and the risk assessment that is conducted.

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

- a) The safety management structure, including the names of all designated persons such as the construction supervisor and any other competent persons;
- b) Safety method statements and procedures to be adopted to ensure compliance with the OHS Act; Construction Regulations, 2014 and this Health and Safety Specification;
- c) The provision and use of temporary services;
- d) Personal protective equipment, devices and clothing required;
- e) Emergency procedures;
- f) Provision of workers' welfare facilities;
- g) Induction and training;
- h) Arrangements for monitoring and control to ensure compliance with the safety plan; and
- i) Provision and maintenance of the health and safety file and all other relevant documentation.

The Contractor shall provide each subcontractor with the sections of this Health and Safety Specification pertaining

## **TENDER NO: 157G/2024/25**

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 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.

### **G8.5 Work permits and wayleaves**

The Contractor shall be responsible for obtaining all the wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall abide by the safety conditions imposed by such wayleaves, permissions or permits.

### **G8.6 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.

### **G8.7 Existing Site Conditions**

**Hazards particular to this project by virtue of location:** The specific hazards to be addressed by the Principal Contractor/s are the interface between construction vehicles and public road users, including pedestrians.

The Contractor is to be aware of the potential for high risk periods which exists at the beginning and end of each work day. The Principal Contractor/s is to make adequate provision for access control, traffic management including the interface between construction vehicles and public vehicles and the protection of pedestrians. All aspects for potential public liability are to be adequately addressed.

#### **Overhead, above ground and underground services crossing the site:**

**Overhead:** As identified by Contractor

**Electrical cables:** As identified by Contractor

**Water mains:** As identified by Contractor

**Telecommunications:** As identified by Contractor

**Underground:** Existing infrastructure as identified by Contractor

**Ground level:** As identified by the Contractor

**Service drawings available:** Provided by the Project Manager if available.

**Way leaves required:** Responsibility of the Contractor

**Permits required:** Responsibility of the Contractor (Contractor to sign before commencing with work).

**Isolations required:** As identified by the Contractor.

**Existing ground conditions:** The ground conditions within the package work area is known to be tarred road with close proximity to residential areas.

## 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 at least one person is readily available during normal working hours who is in possession of a valid certificate of competency in first aid.

## G8.9 Accident and Incident Recording, Reporting and Investigation:

**Accident and Incident Recording:** The Principal Contractor shall open and maintain an Accident and Incident Register for the duration of the project, which register shall record all accidents and incidents resulting in lost time injuries, injuries requiring medical treatment and injuries requiring first aid treatment.

This register shall be structured to identify accident and incident trends by recording the type and location of injury and the cause of injury.

**Accident and Incident Reporting:** Referencing Section 24 of the OHS Act and General Administrative Regulation 8, the contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- Dies
- Becomes unconscious
- Loses a limb or part of a limb
- Is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she is employed
- OR WHERE
- A major incident occurred
- The health or safety of any person was endangered
- Where a dangerous substance was spilled
- The uncontrolled release of any substance under pressure took place
- Machinery or any part of machinery fractured, or failed resulting in flying, falling or uncontrolled moving object
- Machinery ran out of control

Where any of the abovementioned reportable incidents has occurred, the Contractor shall report to **the Client, The Clients H&S Agent** and the Provincial Director of the Department of Labour immediately by telephone, fax or email. The Contractor is required to provide **the Client** and **The Clients H&S Agent** with copies of all statutory reports required in terms of the OHS Act within 7 days of the incident occurring.

The Contractor is required to provide **the Client** and **The Clients H&S Agent** with copies of ALL internal and external accident/incident investigation reports including the reports contemplated above and below, within 7 days of the incident occurring.

**Accident and Incident Investigation:** Referencing General Administrative Regulation 9, the Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees are injured to the extent that they have to be referred for medical treatment by a doctor, hospital or clinic. Results of such investigations are to be entered into the Accident/Incident register mentioned above.

The contractor is responsible for the investigation of all major and non-injury incidents as described in Section 24(1)(b), (c) of the OHS Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Contractor in conjunction with the Site Manager is responsible for the investigation of all construction related road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

**The Client** and **The Clients H&S Agent**, reserve the right to hold its own investigation into any incident or to call for an independent external investigation as deemed necessary. All minor incidents and accidents are to be reported on a weekly basis to **The Clients H&S Agent**.

## 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.

## **TENDER NO: 157G/2024/25**

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 Alcohol and Other Drugs (GSR 2A):**

Referencing General Safety Regulation 2A, Contractors shall develop a Drug and Alcohol Policy and communicate such policy to their employees and sub-contractors, proof of such policy and communication to be retained in the health and safety file.

No alcohol and drugs will be allowed on site. No person may be under the influence of alcohol or any drug or have in his/her possession any alcohol or drug while on the construction site. Any person appearing to be under the influence of alcohol, or any drug shall not be permitted to remain on site or be granted entry onto the site.

Any person on prescription medication must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition requiring medication that may have a negative effect on his/her/anyone else's health or safety performance must report this to his/her superior.

Any person suspected of being under the influence of alcohol or other drugs shall be removed from site and sent home immediately.

### **G8.12 Portable Electrical Tools and Equipment**

Portable electrical tools and equipment includes every unit that draws electrical power and is moved around for use in the workplace i.e. drills, saws, grinders, portable lights, etc. and the Contractor shall comply with the requirements and provisions of Electrical Machinery Regulation 10 for the standards, maintenance and inspection of portable electrical tools and equipment.

Extension cords are deemed to be portable electrical equipment and must be inspected and maintained to the same standards as portable electrical tools. The use of non-sparking hand tools and portable electrical tools is to be enforced and precautionary measures taken to prevent a static electricity build up.

**Portable electric lights** when used as an additional source of light in work areas with inadequate natural light, shall be constructed, insulated, safeguarded and used in compliance to Electrical Machinery Regulation 11. The contractor is to ensure that wherever work is performed where the lighting conditions are less than the minimum requirement as defined in Environmental Regulation 3 and relative schedules, that this is supplemented with additional lighting capacity to ensure that all works contemplated can be conducted safely.

The Principal Contractor and any sub-contractor shall not undertake any night work without written permission from **the Client** or its Principal Agent is to be notified in all instances when night work occurs. The principal contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in the work being stopped.

## **G9 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

## TENDER NO: 157G/2024/25

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. 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.

After heavy rains or strong winds an inspection of all external scaffolding must be done and written certification must be obtained from a scaffolding inspector that the scaffolding is safe to use prior to re-commissioning.

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:

Please find attached typical installation diagrams for tubular steel mobile tower scaffolding as contained within SANS 10085-1:2004.

These are to be considered as minimum standards expected from the Contractor on a Council site and will be enforced at all times. All similar type of scaffolding used on site must contain all elements as indicated on the diagrams.

Notwithstanding the requirements for industry trained scaffold erector/s, scaffold team leader/s, scaffold inspector/s in all aspects of all types of scaffolding as used generally in the construction industry as intended in the SANS document, it is understood that for minor works, where the scaffolding height does not exceed 6m this requirement is deemed impractical, however, the competent persons (scaffold erector/s, scaffold team leader/s, scaffold inspector/s) must at minimum erect/dismantle scaffolding in accordance to the manufacturer's instructions and must have received some scaffold training by a competent trainer for the specific type of scaffolding being used for a duration of at least one half to 1 full day and declared competent to perform such duty(s).

Where scaffolding is hired out Contractor's must insist on obtaining detail instruction manuals for the safe erection/dismantling of scaffolding of the type concerned and similarly the competent person must have received some type of scaffold training by competent trainers for that specific type of scaffolding being used.

Written proof of Competency of above appointees to be submitted as part of tender submission.

All scaffold training shall be accredited by Department of Labour, SAQA or SETA.

### **Ladders and ladder Work**

Ladders are legal and not banned for work at height. Ladders may be used as a workplace, within stipulated limitations, when it is not reasonably practical to use other potentially safer means and the risk assessment shows that the risks are low.

Ladders are best used as a means of access to or egress from a work place and may be used as a work place for short duration light work as detailed below.

Ladders should only be used as a work place for short duration (maximum 30 minutes per task), light work (up to 10 kg) only and where

- the work only requires one hand to be used the work
- can be reached without stretching the ladder can be fixed or
- footed to prevent slipping a good handhold is available.

Ladders to be checked daily for damage etc. by user before use (i.e. pre-use check prior to setting up the ladder to quickly establish whether the ladder is safe to use there and then); recheck if it has been unattended (a pre-use check is a visual and functional check which might include, for example, stiles that are warped, cracked, bent, rotten or of different lengths or rungs that are missing, worn or loose or feet that are in a bad state of repair or dirty etc or

**TENDER NO: 157G/2024/25**

paint or dirt on the ladder hiding defects or rivets or screws that are missing or welds that are cracked or corroded, etc.)

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).

Ladders 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 ladder against weak uppers surfaces (e.g. glazing, 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.

A contractor must ensure that-

- (a) All unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
- (b) No person is required to work in a fall risk position, unless such work is performed safely as contemplated in subregulation (2);

Where roof work is being performed on a construction site, the contractor must ensure that; in addition to the requirements set out in subregulations (2) and (4), it is indicated in the fall protection plan that-

- (a) The roof work has been properly planned;
- (b) The roof erectors are competent to carry out the work;
- (c) No employee is permitted to work on roofs during inclement weather conditions or if any conditions are hazardous to the health and safety of the employee;
- (d) All covers to openings and fragile material are of sufficient strength to withstand any imposed loads;
- (e) Suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
- (f) Suitable and sufficient guard-rails, barriers and toe-boards or other similar means of protection prevent, as far as is reasonably practicable, the fall of any person, material or equipment.
- (g) When working on the roof all staff shall be attached to a "life line" by means of harness fitted with fall protection, which has been securely anchored at both ends.



**TENDER NO: 157G/2024/25****Hired plan and machinery (including "cherry Packer" [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.

**Confined space**

In confined spaces and other places in which flammable gases, vapours or dust can cause danger-

- (i) Only suitably protected electrical installations and equipment, including portable lights, are used; (usually 12/24V) equipment);
- (ii) There are no flames or similar means of ignition;
- (iii) There are conspicuous notices prohibiting smoking;
- (iv) Oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
- (v) Adequate ventilation is provided;
- (vi) Gas monitoring is done on a regular basis as part of permit conditions

**G10 HIGH PRESSURE WATER BLAST CLEANING****Safety Precautions**

The pump shall be equipped with one or two pressure gauges, to indicate the pressure being developed. The equipment should not be used if the pressure gauges are defective.

The hose, as well as all pipes and fittings must be designed to withstand the maximum operating pressure of the pump with a safety factor of at least four.

When laying hose, handle it with care, avoiding sharp bends. Support the hose by suitable means when above ground level. Hoses must not be left where they can be driven over and damaged.

Defective hoses and fittings shall never be used.

Particular attention shall be given to the fittings due to the possibility of thread wear and damage caused by wrenches. Daily inspections shall be carried out by the contractors foreman to check for damaged hoses etc.

The high-pressure water hoses shall be marked with the maximum permissible operating and test pressures.

The fail-safe valve, which is also frequency called a "dump valve" or "deadman control" shall be attached to the lance and shall be under the control of the operator. This valve is designed so that the high-pressure stream is actuated by a squeeze action of the hand. When the handle is released, water is diverted from the high velocity nozzle to a large reservoir, which then drops the pressure immediately to a safe level. Generally it is preferable if only the operator handling the lance, controls this fail-safe valve.

A workman shall never be allowed to use high pressure cleaning equipment unless he is aware of the hazards involved. He shall be trained in the safe operation of the equipment, be supplied with all the protective equipment and clothing required and know correct shutdown procedure in the event of any malfunction. He must be a registered operator who has stated in writing that he understands the operating procedures, safety procedures and hazards.

Eye and face protection, preferably a full face shield, safety hat, rain suit, heavy PVC apron, rubber boots with steel toes, waterproof gloves, and ear protection and any other equipment deemed necessary must be worn at all times when operating the equipment.

The pumps, drivers and the water action generate high noise levels. The severity will be determined by such factors as water pressure, area enclosure and location of the cleaning area. The maximum level normally acceptable is 85 dB for persons working Without ear protection. Ear protection shall be worn at all times by the operator and any persons in the vicinity.

One person shall be assigned to operate the pump unit and be trained in all aspects of machine operation. It is essential that he/she is fully aware of the importance of not allowing himself/herself to be distracted since he is in a position to serve as the safety observer for the operation.

Each workman involved in the operation - pump operator, lance operator and helper - shall work as a team and be capable of carrying out all tasks.

The lance develops high velocities at the nozzle tip. Therefore the operator shall be instructed never to direct the lance toward himself or other person. He and the contract supervisor must understand that "horseplay" could have very serious consequences and can result in immediate dismissal.

Only clean water shall be used at all times.

If raw water is used which contain high residuals of nitrogen and ammonia gases, break, "break point" chlorination can occur and free chlorine is sometimes liberated. Under these conditions, (of high residuals) the operator shall be especially alert to any evidence of chlorine liberation.

Respirators for the operators and a ventilation system for the general area shall also be provided if deemed necessary due to enclosed or confined work area.

Barricades and warning signs shall be placed at least 10 meters from the cleaning operation to keep-involved personnel out of the area.

No portion of the human body shall ever be placed in front of the Jet, because no satisfactory protective clothing has yet been developed to protect personnel from high-pressure water jets.

Supervisors and operators shall be alert for conditions which could present special hazards, such as:

- Possible water contact with electrical equipment
- Rubber clothing which has become torn
- Pollution caused by chemical or oily wastes

It is recommended that the following tests be made before resuming each job:

- Run the pump without the lance to completely wash out the hose
- Use a tip cleaner on each orifice and make sure it is open, then measure each opening to make sure it is the correct size. If nozzles are eroded to a larger size the lanceman may not be able to adequately control the lance due to the reaction force.

Due to the extremely dangerous nature of hydro blasting the safest approach to every task shall be adopted at all times.

Flexible lances shall only be allowed if no other safer alternative is available and approval has been obtained prior to each application.

Approval to use flexible lances shall only be granted subject to the submittal by the contractors of

- a) Additional safety precautions.
- b) Proof of all operators been informed of the dangers regarding the specific task.
- c) No other safer alternative available.

Back flow arrestors shall be used every time flexible lances are allowed to be used.

All personnel involved in hydro blasting shall be informed of the possibility of blow back and the corresponding potential danger involved prior to any cleaning exercise.

Process equipment shall be dismantled to the safest state possible for HP cleaning.

The contractor has the right to refuse performing a specific task if their competent person in charge finds:

- a) The safety conditions or precautions taken are insufficient.
- b) Process equipment to be unsafe or insufficiently dismantled.
- c) Task too dangerous to perform.

### **Maintenance**

Repairs or splicing of defective high-pressure hoses shall only be performed by the hose manufacturer or an authorised service specialising in this work.

The contractor shall provide proof that all relief valves have been checked regularly for conformity to the settings established. Pressure gauges should also be calibrated regularly. (For this application a calibration frequency of 100 hours is probably necessary).

Due to static build up during cleaning operations, the component parts of the units shall be earthed. Diesel and

**TENDER NO: 157G/2024/25**

petrol-driven pumps shall be earthed during refuelling operations. The earthing system shall be checked regularly.

When internal combustibles engine pumps are located inside a building, the exhaust should be discharged outside the building to prevent combustion vapours from entering the work areas.

An internal combustion engine operated pump may not be utilised without granting of a suitable hot work permit in Production areas.

**G11 LIFTING OPERATIONS**

Referencing Construction Regulation 23, Construction Regulation 27, Driven Machinery Regulation 18 and SANS 12480-1, lifting equipment must be designed and constructed in accordance with generally accepted technical standards and operated, used, inspected and maintained in accordance with the requirements of the Driven Machinery Regulation.

The requirements of Construction Regulation 22 and Driven Machinery Regulation 18 are to be stringently applied and maintained in respect of all lifting tackle and lifting operations.

In addition to the required legal appointment of operators, supervisors and inspectors in respect of lifting machines, appointments shall also be made for Slingers and Banksmen/Signallers, with the required proof of competency and experience.

Furthermore, all training providers in respect of operators of lifting machines are required to be accredited by the Transport Seta as contained in notice R.910 of 2015 (G.G. 39252 of 02/10/2015). Proof of such accreditation by the Transport Seta is to be attached to any certification issued by such training provider.

Evacuation procedures, risk assessments, safe working procedures and lifting plans are to be developed and communicated to all relevant persons involved in the operation of lifting machinery. Documented proof of such communication is to be kept in the site safety file.

Documented proof of lifting machinery services and maintenance are required. The last major service record is to be present in the safety file. The lifting machinery log book and all other legal documentation is to be available for inspection and audit.

The Principal Contractor shall be responsible for ensuring that the necessary inspections and performance tests by a competent registered LMI as outlined in the Driven Machinery Regulations for lifting equipment and lifting tackle are conducted, and documented proof of such inspections and performance tests retained in the health and safety file.

- DMR 18(5): Annual inspection and performance test of the whole installation and all working parts;
- DMR 18(6): Ropes, chains, hooks or other attaching devices, sheaves, brakes and safety devices at intervals not exceeding six (6) months;
- DMR 18(10) (e): Lifting tackle at intervals not exceeding three (3) months.

All lifting operations are to have a clearly defined and demarcated safe operating area below the lifting area, with warning signage strategically placed and a watcher/spotter shall be deployed to prevent unauthorised access to the lifting operations area.

Where the lifting arc shall cause loads to be moved above public roadways and pedestrian walkways and thoroughfares, such areas shall have barricading erected to prevent persons from passing below suspended loads and to adequately protect pedestrians from any potential falling load.

Worn and damaged steel wire ropes, slings and lifting tackle must be discarded (not used any further for lifting purposes, regardless of the load) when excessive wear and corrosion is evident. Furthermore, under normal operating conditions the ropes must be examined by a competent person every three months for this purpose and the results recorded.

**G12. COVID-19 SPECIAL CONDITIONS**

The Supplier is to comply with all COVID-19 national regulations including requirements detailed in Government Gazette Volume 658 of 29 April 2020 (No. 43257), Guidelines for Symptom Monitoring and Management of Essential Workers for COVID-19 Related Infection as well as Construction Covid-19 Rapid Response Task Team dated 26 April 2020.

## Annexure H: Environmental Management Specification

### SECTION H ENVIRONMENTAL MANAGEMENT SPECIFICATION FOR MECHANICAL AND ELECTRICAL MAINTENANCE CONTRACTS

For use with the General Conditions of Contract for Plant Maintenance for Electrical and Mechanical Works.

#### H1 SCOPE

The Environmental Management Programme (EMP) for the project is comprised of this Environmental Management (EM) Specification and its Annexures, which together cover the requirements for controlling the impact on the environment of maintenance activities.

#### H2 INTERPRETATIONS

##### H2.1 Supporting specifications

The following standardised specification shall, *inter alia*, apply to this Contract:

- a) SANS 1200A, as may be varied or added to in the Scope of Work
- b) Environmental Strategy for the City of Cape Town (POLICY NUMBER 46612)

##### H2.2 Application

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

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

##### H2.3 Definitions and abbreviations

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

###### H2.3.1 Environment

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

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

###### H2.3.2 Potentially hazardous substance

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

###### H2.3.3 Method Statement

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

###### H2.3.4 Reasonable

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

###### H2.3.5 Solid waste

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

## **TENDER NO: 157G/2024/25**

### **H2.3.6 Contaminated water**

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

### **H2.3.7 Working area**

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

### **H2.3.8 Contractor's camp *(Not Applicable to maintenance tenders)***

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

### **H2.3.9 Employer's Representative (ER)**

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

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

### **H2.3.10 Environmental Officer (EO)**

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

### **H2.3.11 Environmental Control Officer (ECO)**

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

### **H2.3.12 Environmental Site Officer (ESO)**

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

### **H2.3.13 Abbreviations**

The following abbreviations occur in this EM Specification:

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

## **H2.4 Employer's authority to delegate**

The Employer may assign duties and delegate authority to assistants who may include a Employer's Representative. Other than the ER, another assistant to the Employer can be in the form of an Environmental Officer (EO), who shall be responsible for monitoring compliance with the EMP. All instructions given by the EO shall go through the ER, who will then convey these to the Contractor, except in the case of an environmental emergency, in which case the EO can issue an instruction directly to the Contractor. An environmental emergency is one which, in the opinion of the EO, would cause serious environmental harm if not addressed immediately.

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

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

### **H3 MATERIALS**

#### **H3.1 Materials handling, use and storage**

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

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

All manufactured and or imported materials shall be stored on an agreed location. The method of rehabilitation of these areas, shall be subject to the Employer's approval.

Stockpile areas shall be approved by the Employer before any stockpiling commences.

#### **H3.2 Hazardous substances**

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

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

### **H4 PLANT (referring to "Contractor's Equipment" as defined in the General Condition of Contract, and the Contractor's facilities as used in SANS 1200A)**

#### **H4.1 Fuel (petrol and diesel) and oil**

##### **H4.1.1 Mobile Fuel bowser**

If mobile fuel and oil bowser is required on Site, then the Contractor shall submit a Method Statement covering the procedures for dealing with accidental hydrocarbon spillage and leaks, and detailing how these liquids will be stored, handled and disposed of. The Employer shall approve the location of all refuelling areas. Symbolic safety signs depicting "**No Smoking**", "**No Naked Lights**" and "**Danger**" conforming to the requirement of SANS 1186 are to be prominently displayed in and around the refuelling area. There shall be adequate fire-fighting equipment at the refuelling area.

The Contractor shall ensure that all liquid fuels and oils are stored in tanks with lids, which are kept firmly shut and adequately secured. The capacity of the tank shall be clearly displayed and the product contained within the tank clearly identified using the emergency information system detailed in SANS 0232 part 1. Fuel bowser shall have a capacity not exceeding 1000 litres and shall be kept on site only for as long as fuel is needed for maintenance activities, on completion of which they shall be removed.

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

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

##### **H4.1.2 Refuelling**

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

Treatment and remediation of hydrocarbon spill and leak areas shall be undertaken to the satisfaction of the Employer. In the event of a hydrocarbon spill the source of the spillage shall be isolated and the spillage contained.

#### **H4.2 Ablution and toilet facilities**

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

*Temporary toilets are not foreseen to be required for maintenance contracts. If temporary toilets are required the following rules shall apply*

Toilet facilities provided by the Contractor shall occur at a maximum rate of 1 toilet per 30 workers (1:15 is preferred). Toilet facilities shall be located within the Contractor's camp, but also at work areas remote from the camp, all to the satisfaction of the Employer. All portable toilets shall be adequately secured to the ground to prevent them toppling over as a result of wind or any other cause.

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

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

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

#### **H4.3 Eating areas**

The Contractor shall designate eating areas. The feeding of, or leaving of food for, animals is strictly prohibited. Sufficient bins, as specified in Clause H4.4 below, shall be present in these areas.

#### **H4.4 Solid waste management**

##### **H4.4.1 Litter and refuse**

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

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

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

##### **H4.4.2 Maintenance waste**

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

#### **H4.5 Contaminated water management**

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

## TENDER NO: 157G/2024/25

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

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

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

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

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

### H4.6 Site structures

*(Not applicable to maintenance contracts)*

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

### H4.7 Lights

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

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

### H4.8 Workshop, equipment maintenance and storage

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

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

The washing of vehicles and plant on Site shall be restricted to emergency requirements only. Washing may only be undertaken in areas designated by the Employer.

### H4.9 Noise

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

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

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

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

## H5 MAINTENANCE

### H5.1 Method Statements

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



**H5.2**

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

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

Changes to the way the Works are to be carried out must be reflected by amendments to the original approved Method Statements, and these amendments require the signature of both the Contractor and the Employer.

Method Statements shall consider all environmental hazards and risks identified by the Contractor and/or Employer and shall contain sufficient information and detail to enable the Employer to assess the potential negative environmental impacts associated with the proposed activity and shall cover applicable details with regard to:

- a) maintenance procedures,
- b) materials and equipment to be used,
- c) getting the equipment to and from site,
- d) how the equipment/material will be moved while on site,
- e) how and where material will be stored,
- f) the containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur,
- g) the control of fire,
- h) timing and location of activities,
- i) compliance/non-compliance with the EM Specification,
- j) any other information deemed necessary by the Employer.

The format to be used for the required method statements is bound in Annexure A of this EM Specification. The Contractor (and, where relevant, any sub-contractors) must also sign the Method Statement, thereby indicating that the work will be carried out according to the methodology contained in the approved Method Statement.

**H5.2.1** Method Statements to be provided within 14 days from the Commencement Date

- a) Layout and Preparation.
- b) Ablution Facilities: number of, location, cleaning, method of securing to the ground, etc. of portable toilets (H4.2).
- c) Solid Waste Management: number of, type, location, cleaning, method of securing to the ground, etc. of bins (H4.4).
- d) Environmental Awareness Training: logistics for the environmental awareness courses for all the Contractor's management staff, as well as other employees (H5.2).
- e) Emergency Procedures for Accidental Hydrocarbon Leaks and Spillages (H4.1 and H5.8).
- f) Asphalt and Bitumen: details of all methods and logistics associated with the use of bitumen and asphalt (H5.11).

**H5.3** **Environmental Awareness Training**

It is a requirement of this Contract that environmental awareness training courses are run for all personnel on Site. Courses shall be run during normal working hours at a suitable venue provided by the Contractor. All attendees shall remain for the duration of the course and sign an attendance register that clearly indicates participants' names on completion, a copy of which shall be handed to the Employer. The Contractor shall allow for sufficient sessions to train all personnel. Subsequent sessions shall be run for any new personnel coming onto Site. A Method Statement with respect to the organisation of these courses shall be submitted.

Notwithstanding the specific provisions of this clause, it is incumbent upon the Contractor to convey the spirit of the EM Specification to all personnel involved with the Works.

**H5.3.1** Training Course for Management and Foremen

The environmental awareness training course for management shall include all management and foremen. The course, which shall be presented by the Employer or his designated representative, shall be of approximately one hour duration. The course shall be undertaken prior to the commencement of work on Site.

## **TENDER NO: 157G/2024/25**

### **H5.3.2 Training Course for Site Staff and Labour**

The environmental awareness training course for site staff and labour shall be presented by the Contractor from material provided by the Employer. The course shall be approximately one hour long. The course shall be undertaken not later than 3 working days after the commencement of work on Site, with sufficient sessions to accommodate all available personnel.

All the Contractor's employees, sub-contractors' employees and any suppliers' employees that spend more than 1 day a week or four days in a month on Site shall attend the Environmental Awareness Training Course for Site Staff and Labour

### **H5.4 Contractor's Environmental Representative (ESO)**

The Contractor shall appoint an environmental representative, also called an Environmental Site Officer (ESO), who shall be responsible for undertaking site inspection to monitor compliance with this EM Specification. The Contractor shall forward the name of the environmental representative (ESO) to the Employer for his approval. The environmental representative (ESO) shall complete Environmental Site Inspection Checklists (Annexure B attached hereto) and these shall be submitted to the Employer once a week.

### **H5.5 Site division, demarcation and "no go" areas**

The Contractor shall restrict all his activities, materials, plant and personnel to within the Site or any particular working areas specified or indicated.

Where environmentally sensitive areas are specified as "no go" areas, the Contractor shall ensure that, insofar as he has the authority, no person, plant or material shall enter the "no go" areas at any time.

### **H5.6 Access routes/ haul roads**

On the Site and, if so required, within such distance of the Site as may be stated by the Employer, the Contractor shall control the movement of all vehicles and maintenance equipment, including that of his suppliers, so that they remain on designated routes, are distributed so as not to cause an undue concentration of traffic, and that all relevant laws are complied with. In addition, the movement of such vehicles and maintenance equipment shall be planned and operated so as to minimise disruption to regular users of the routes. As far as possible the Contractor shall use existing access and haul routes. Damage to existing access roads as a result of maintenance activities shall be repaired to the satisfaction of the Employer, using material similar to that originally used. The cost of the repairs shall be borne by the Contractor. New temporary access or haul routes may only be established with the prior approval of the Employer. The rehabilitation of such routes shall be to the Contractor's own cost and to the approval of the Employer.

Any directional signage required by the Contractor for the purposes of directing the movement of his own vehicles and maintenance equipment (or that of his subcontractors or suppliers) must be of a design and in a location approved by the Employer. Directional signage may not be erected in such a manner that it interferes with sight lines or pedestrian movement.

### **H5.7 Maintenance personnel information posters**

The Contractor shall erect and maintain information posters for the information of his employees, depicting actions to be taken to ensure compliance with aspects of the EM Specification.

The specification for the poster is presented in Annexure C of this EM Specification. The symbols shall be black and the circles shall be red lines. The Contractor shall ensure that the maintenance personnel information posters are not damaged in any way, and shall replace a poster if any part of it becomes illegible.

### **H5.8 Fire control**

No fires may be lit on Site. Any fires which occur shall be reported to the Employer immediately.

Smoking shall not be permitted in those areas where it is a fire hazard. Such areas shall include fuel storage and refuelling areas, and any other areas where the vegetation or other materials are susceptible to the start and rapid spread of fire.

In terms of the National Environment Management: Air Quality Act, 39 of 2004 and Community Fire Safety By-law, burning is not permitted as a disposal method.

The Contractor shall appoint a Fire Officer (who may be the ESO) who shall be responsible for ensuring immediate and appropriate actions in the event of a fire and shall ensure that employees are aware of the procedure to be followed. The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it.

**TENDER NO: 157G/2024/25**

The Contractor shall comply with Clause 27 of the Maintenance Regulations, 2003 where applicable, and shall ensure that there is suitable and sufficient fire-fighting equipment available on Site at all times for the applicable maintenance works.

The Contractor shall be liable for any costs relating to the rehabilitation of burnt areas, should the fire be the result of the Contractor's activities on Site

The Contractor shall submit a Method Statement to the Employer covering the procedure to be followed in the event of a fire.

**H5.9 Emergency procedures**

The Contractor's attention is drawn to the Method Statements required in terms of Clauses H4.1 and H5.7 above. Such Method Statements shall include procedures to be followed by the Contractor in the event of an emergency.

Furthermore, in the event of an emergency, the Contractor shall contact the City of Cape Town's Emergency Call Centre by telephoning 107 or 021 480 7700 (from a cell phone).

**H5.10 Health and safety**

The Contractor shall comply with requirements of the Occupational Health and Safety Act, 85 of 1993 and Maintenance Regulations, 2014, the Health and Safety Specification and relevant clauses of GCC 2010, insofar as health and safety is concerned.

**H5.11 Community relations  
(Not Applicable for this Contract)**

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

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

**H5.12 General protections in terms of the National Heritage Resources Act, 25 of 1999**

The Contractor shall take cognisance of the provisions of the National Heritage Resources Act, 25 of 1999 in respect of, *inter alia*, structures older than 60 years; archaeology, palaeontology and meteorites; burial grounds and graves; and public monuments and memorials.

**H5.13 Protection of natural features**

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

The Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams, open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

**H5.14 Protection of flora and fauna**

Except to the extent necessary for the carrying out of the Works, as specified by the Employer, no vegetation shall be removed, damaged or disturbed.

The presence of any wild animals found on Site shall be reported to the Employer, who shall issue an instruction with regard to their removal or relocation. If a wild animal needs removal from the Site the Cape Nature (Metro Region) Conservation Services Manager may be contacted for assistance (tel 021 955 9132/9121/3122/9130). Trapping poisoning, injuring or shooting animals is strictly forbidden. No domestic pets or livestock are permitted on Site, with the exception of controlled watchdogs approved by the Employer.

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

**H5.15 Erosion and sedimentation control**

The Contractor shall take all reasonable measures to limit erosion and sedimentation due to the maintenance activities and shall, in addition, comply with such detailed measures as may be required by the Scope of Work. Where erosion and/or sedimentation, whether on or off the Site, occurs, rectification shall be carried out in accordance with details specified by the Employer. Where erosion and/or sedimentation occur due to the fault of the Contractor, rectification shall be carried out to the reasonable requirements of the Employer, at the Contractor's cost. In particular, the Contractor shall ensure that the City's stormwater system is kept free from

**TENDER NO: 157G/2024/25**

sediment arising from the Works.

Any runnels or erosion channels developed during the maintenance period or during the vegetation establishment period shall be backfilled and compacted, and the areas restored to a proper condition. Stabilisation of cleared areas to prevent and control erosion shall be pro-actively managed by the Contractor. The method of stabilisation shall be determined in consultation with the Employer.

**H5.16 Aesthetics**

The Contractor shall take any requisite measures to ensure that maintenance activities do not have an undue negative impact on the aesthetics of the area.

**H5.17 Temporary site closure**

In the event of temporary site closure (for a period exceeding one week), the Contractor's ESO shall carry out checks and ensure that, amongst others, the following conditions pertain and report on compliance with this clause:

- a) Fire extinguishers are serviced and accessible.
- b) There is adequate ventilation in enclosed spaces.
- c) All hazardous substance stores are securely locked.
- d) Fencing and barriers are in place.
- e) Emergency and management contact details are prominently displayed and available.
- f) Wind and dust mitigation measures, e.g. straw, brush packs, irrigation, etc. are in place.
- g) Excavated and filled slopes and stockpiles are at a stable angle and capable of accommodating normal expected water flows.
- h) There are sufficient detention ponds or channels in place.
- i) Cement and materials stores are secured.
- j) Toilets are empty and secured.
- k) Central waste area and all refuse bins are empty and secured.
- l) Contaminated water conservancy tank empty.
- m) Any banded areas are clean and treated with an approved product where applicable (e.g. Spill Sorb or Enretech #1 powder or equivalent).
- n) Drip trays are empty and secure

**H5.17 Asphalt and bitumen**

Bitumen drums/products, if stored on Site, shall be stored in an area approved by the Employer.

When heating bitumen products, the Contractor shall take cognisance of appropriate fire risk controls. Heating shall only be undertaken using LPG or similar zero emission fuels. Appropriate fire fighting equipment shall be readily available on Site.

**H5.18 Dust**

The Contractors shall be solely responsible, at his cost, for the control of dust arising from his activities on Site, and for any costs involved in damages resulting from the dust. The Contractor shall take all reasonable measures to minimise the generation of dust

**H5.19 Contractor's advertising signage**

Any advertising on the Site or any part of the Works shall remain at the sole discretion of the Employer, who reserves the right to order, via the Employer, its removal, covering or re-sizing, wherever placed, at no cost to the Employer.

Apart from at the Contractor's camp, no signage advertising the Contractor, or any of its subcontractors, manufacturers, suppliers or service providers shall be placed, fixed or erected anywhere on the Site or on the Works without the prior approval of the Employer. No advertising signage will be permitted on any designated scenic route. Notwithstanding any prior approval given, the Employer may instruct the Contractor to remove, cover or re-size any advertising signage at any time at no cost to the Employer.

Advertising signage at the Contractor's camp shall be appropriately designed and sized with due consideration to the surrounding environment, views and sight lines.

Branding or identification markings on the Contractor's and subcontractor's vehicles and equipment is generally permitted, although the Employer reserves the right to instruct, via the Employer, the removal, covering or re-sizing of any branding, markings or signage, on any equipment (scaffolding, for example), which it considers inappropriate in the environment in which it is placed.

No third party advertising (that is, in respect of any person, business or product that is not associated with the

## TENDER NO: 157G/2024/25

Works) shall be permitted anywhere on the Site or Works.

### H5.20 Clearance of Site on completion

On completion of the Works, and at final completion when all defects have been remedied or corrected, the Contractor shall, in addition to the requirements for clearance of the Site in terms of the Contract, ensure that he has complied with the following requirements in terms of this EM Specification:

#### H5.20.1 Clause H3.1

Clean-up of improperly secured transported materials, and rehabilitation of storage areas.

#### H5.20.2 Clause H4.1.3

Remediation of hydrocarbon spill and leak areas.

#### H5.20.3 Clause H4.4

Disposal of litter, refuse and Contractor's waste.

#### H5.20.4 Clause H5.4

Removal of temporary fences and Contractor's camp.

#### H5.20.5 Clause H5.5

Repair of access roads damaged by the Contractor, and rehabilitation of temporary access routes.

#### H5.20.6 Clause H5.7

Rehabilitation of burnt areas should a fire be the result of Contractor's activities on Site.

#### H5.20.7 Clauses H5.11 to H5.13

Rehabilitation of heritage and natural features, including vegetation which is damaged or disturbed, which required protection in terms of these clauses.

#### H5.20.8 Clause H5.14

Rectification where erosion and/or sedimentation has occurred due to the fault of the Contractor .

#### H5.20.9 Clause H5.19

Removal of Contractor's advertising signage.

## H6 TOLERANCES

### H6.1 Fines

Environmental management is concerned not only with the final results of the Contractor's operations, but also with the control of how these operations are carried out. Tolerance with respect to environmental matters applies not only to the finished product, but also to the standard of the day-to-day operations required to complete the Works.

It is thus required that the Contractor shall comply with the EM Specification on an on-going basis and any failure on his part to do so will entitle the Employer to certify the imposition of a fine. Fines may be issued per incident at the discretion of the Employer. Such fines will be issued in addition to any remedial costs incurred as a result of non-compliance with the environmental specifications. The Employer will inform the Contractor of the contravention and the amount of the fine, and will deduct the amount from monies due in payment certificates issued under the Contract.

Maximum fines for the following transgressions by either the Contractor and/or his sub-contractors may be imposed by the Employer, as follows:

	<b>Maximum fine per incident</b>
a) Vehicles, plant or materials related to the Contractor's operations, parked or stored outside the demarcated boundaries of the Site.	R 2 000

**TENDER NO: 157G/2024/25**

- |  |         |
|--|---------|
| b) Persons, vehicles, plant or materials related to the Contractor's operations, found within the designated boundaries of a "no go" area.   | R 4 000 |
| c) Persistent and unrepaired oil leaks from machinery/not using a drip tray to collect waste oil and other lubricants/not using specified absorbent material to encapsulate hydrocarbon spillage/using inappropriate methods of refuelling (the use of a funnel rather than a pump). | R 3 000 |
| d) Refuelling in areas not approved by the Employer.   | R 3 000 |
| e) Litter on Site.   | R 1 000 |
| f) Deliberate lighting of fires on Site.   | R 5 000 |
| g) Individual not making use of the Site ablution facilities.  | R 1 000 |
| h) Damage to trees not specified to be removed.  | R 5 000 |
| i) Dust or excessive noise emanating from the site   | R 1 000 |
| j) Not containing water contaminated with pollutants such as cement, concrete, fuel, etc.  | R 2 000 |

For each subsequent similar offence the fine shall be doubled in value to a maximum value of R50 000.

**H7 TESTING**

Not applicable to this tender.

**H8 MEASUREMENT AND PAYMENT****H8.1 Basic principles**

Except where separate pay items have been measured in the Schedules of Quantities, all costs in respect of complying with the EM Specification are deemed to be covered by the sum tendered for complying with the EM Specification.

# ANNEXURE H.1: ENVIRONMENTAL METHOD STATEMENT

CONTRACT:.....

DATE:.....

**PROPOSED ACTIVITY** (give title of method statement and reference number from the EMP):

**WHAT WORK IS TO BE UNDERTAKEN** (give a brief description of the works - attach extra information to ensure accurate description given):

**WHERE THE WORKS ARE TO BE UNDERTAKEN** (where possible, provide an annotated plan and a full description of the extent of the works):


**START AND END DATE OF THE WORKS FOR WHICH THE METHOD STATEMENT IS REQUIRED:**

Start Date:

End Date:

**TENDER NO: 157G/2024/25**

**HOW THE WORKS ARE TO BE UNDERTAKEN** (provide as much detail as possible, including annotated sketches and plans where possible):



Note: please give too much information rather than too little. Please ensure that issues such as emergency procedures, hydrocarbon management, wastewater management, access, individual responsibilities, materials, plant used, maintenance of plant, protection of natural features, etc. are covered where relevant



**TENDER NO: 157G/2024/25**  
**DECLARATIONS**

**1) EMPLOYER'S REPRESENTATIVE/ENVIRONMENTAL OFFICER/ENVIRONMENTAL CONTROL OFFICER**

The work described in this Method Statement, if carried out according to the methodology described, appears to be satisfactorily mitigated to prevent avoidable environmental harm:

\_\_\_\_\_  
(signed)

\_\_\_\_\_  
(print name)

Dated: \_\_\_\_\_

**2) CONTRACTOR**

I understand the contents of this Method Statement and the scope of the works required of me. I further understand that this Method Statement may be amended on application to other signatories and that the Employer's Representative/Environmental Officer/Environmental Control Officer will audit my compliance with the contents of this Method Statement. I understand that this method statement does not absolve me from any of my obligations or responsibilities in terms of the Contract.

\_\_\_\_\_  
(signed)

\_\_\_\_\_  
(print name)

Dated: \_\_\_\_\_

**3) EMPLOYER**

The works described in this Method Statement are approved.

\_\_\_\_\_  
(signed)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(designation)

Dated: \_\_\_\_\_

## ANNEXURE H.2: ENVIRONMENTAL SITE INSPECTION CHECKLIST

TO BE SUBMITTED TO THE EMPLOYER ONCE A WEEK

CONTRACT:.....
















DATE:.....

ENVIRONMENTAL ASPECT	YES/ NO (✓ or X)	COMMENTS
• All new personnel on Site are aware of the contents of the EMP and have been through the environmental awareness course.		
• Contractor's camp is neat and tidy and the labourers' facilities are of an acceptable standard.		
• Sufficient and appropriate fire fighting equipment is visible and readily available in the appropriate places.		
• Waste control and removal system is being maintained.		
• Fences are being maintained.		
• Drip trays are being utilised where there is a risk of spillage.		
• Bunded areas/drip trays are being emptied on a regular basis (especially after rain).		
• No leaks are visible from maintenance vehicles.		
• Refuelling of vehicles and plant occurs within designated areas, and appropriate refuelling apparatus and drip trays are being used.		
• "No go" areas, natural features, vegetation, etc. have not been damaged.		
• Dust control measures (if necessary) are in place and are effectively controlling dust.		
• Noise control measures (if necessary) are in place and are working effectively.		
• Erosion and sedimentation control measures (if necessary) are in place and are controlling effectively.		
• Material stockpiles are located within the boundary of the Site and are protected from erosion.		
• Other		

Completed by:.....

Signed:.....

# ANNEXURE H.3: MAINTENANCE PERSONNEL INFORMATION POSTER

<b>ENVIRONMENTAL MANAGEMENT DO'S AND DON'TS</b>	
	
Workers & equipment must stay inside the site boundaries at all times	Use the toilets provided Report full or leaking toilets
	
Do not swim in or drink from streams Do not throw oil, petrol, diesel, concrete or rubbish in the stream Do not work in the stream without direct instruction Do not damage the banks or vegetation of the stream	Only eat in demarcated eating areas Never eat near a river or stream Put packaging & leftover food into rubbish bins
	
Protect animals on the site Ask your supervisor or Contract's Manager to remove animals found on site	Do not litter - put all rubbish (especially cement bags) into the bins provided Report full bins to your supervisor The responsible person should empty bins regularly
	
Do not damage or cut down any trees or plants without permission Do not pick flowers	Always keep to the speed limit Drivers - check & report leaks Ensure loads are secure & do not spill
	
Put cigarette butts in a rubbish bin Do not smoke near gas, paints or petrol Do not light any fires without permission Know the positions of fire fighting equipment Report all fires Do not burn rubbish or vegetation without permission	Know all the emergency phone numbers
	
Work with petrol, oil & diesel in areas marked for this Report any petrol, oil & diesel leaks or spills Use a drip tray under vehicles & machinery Empty drip trays after rain & do not throw this water into a river	Fines of between R1000 and R5000 Removal from site Construction may be stopped
	
Try to avoid producing dust - wet dry ground & soil	Report any breaks, floods, fires, leaks and injuries to your supervisor Ask questions!
	
Do not make loud noises around the site, especially near schools and homes Report or repair noisy vehicles	

## Annexure I: Local Workshop and Storage Facility Checklist

**NOTE:** This is not an eligibility criteria; it is a contract condition.

A City of Cape Town Engineer will engage the successful tenderer(s) and a workshop inspection will be arranged with the tenderer(s) within one month on contract commencement.

The CCT Engineer is required to inspect, complete and certify the workshop in order to ensure it meets the CCT Water and Sanitation department's minimum requirements for a maintenance workshop suitable for industrial type repairs, and this term tender's requirements.

Workshop name: \_\_\_\_\_

Workshop location: \_\_\_\_\_

CHECKS	Comment	Acceptable Yes/No
Structure:		
- Roof and walls		
- Hard Floor Area		
- Office		
- Floor layout and clear demarcation		
- Compliant to 5S Principles		
Minimum working height of 3m available		
Storage capability		

COMMENTS

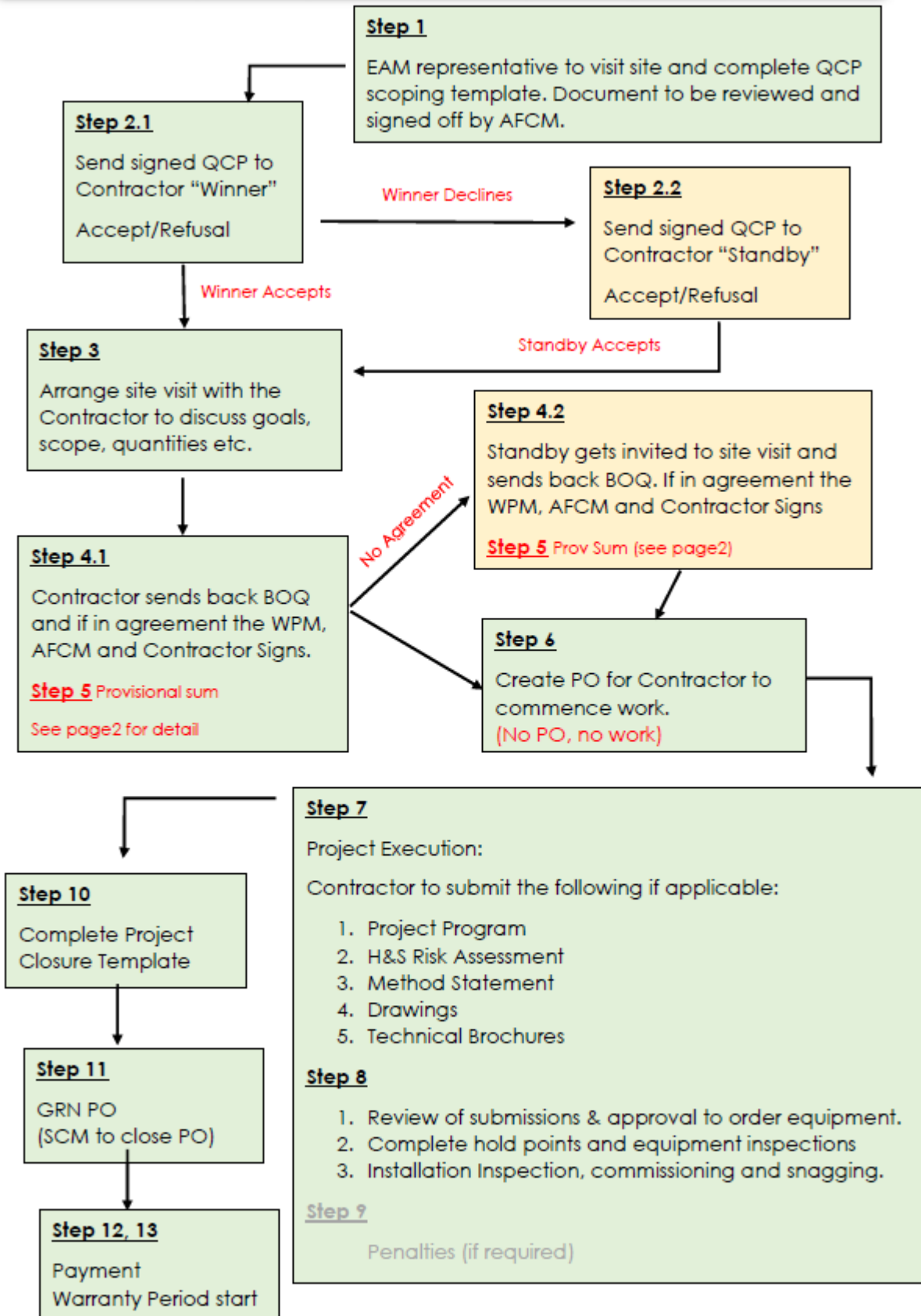
Date		
Project Name		
CCT Rep – Name & Signature		

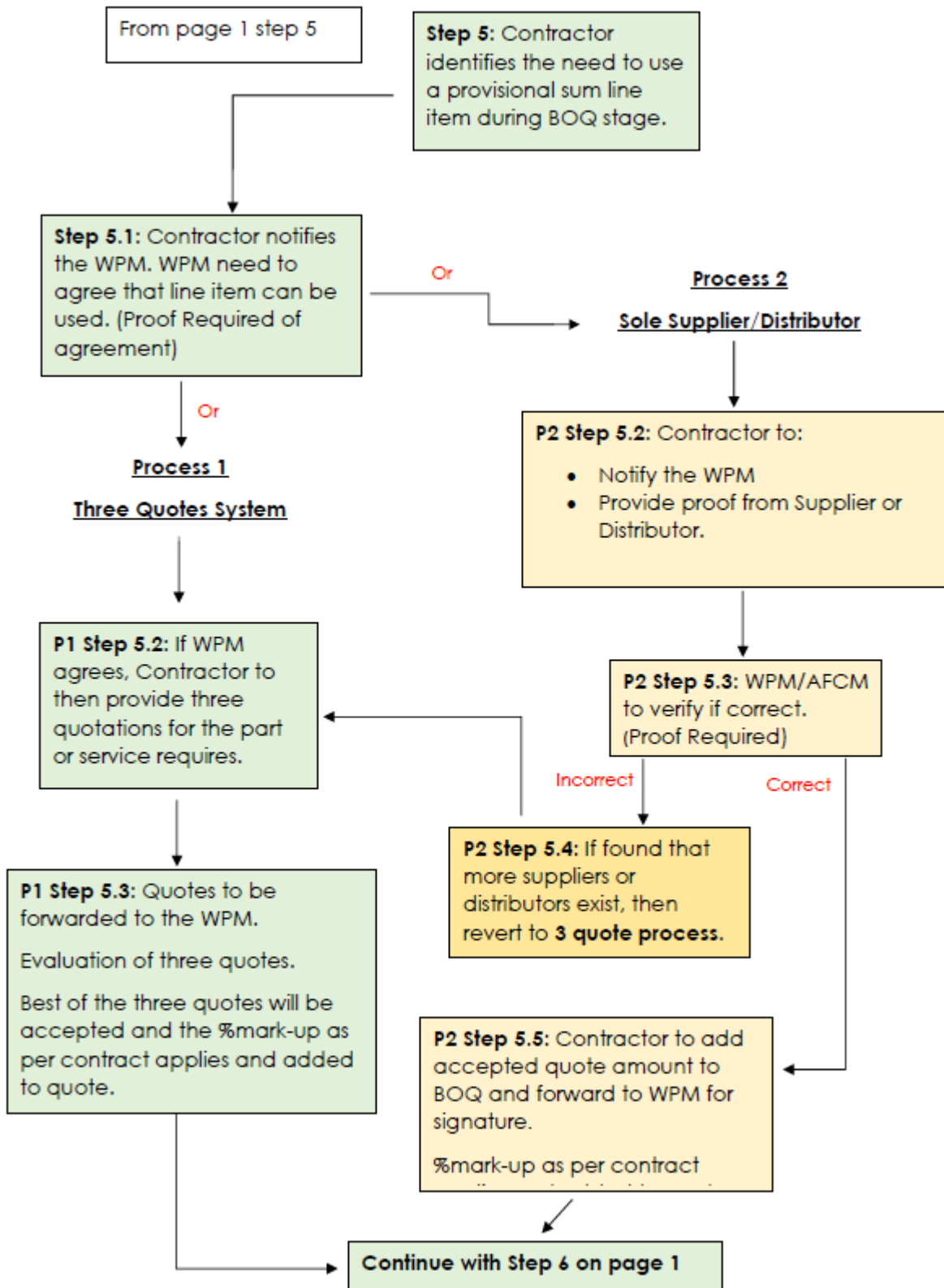
**SIGNED ON BEHALF OF TENDERER:** .....

## Annexure J : Framework contract process flow diagram

Typical Steps involved to execute a Works Project:

1. Scoping Document to be completed by CCT
2. Contractor Accept/Refusal Works Project (Winner / Standby) [not exceeding **2 working days** unless otherwise agreed with CCT]
3. Site Visit, if required (Contractor and CCT)
4. Contractor and CCT Agree on BOQ Items based on Scoping and SOR (Both) [supplier not to take longer than **7 working days**, unless otherwise agreed with CCT, to provide SoR for approval by CCT]
5. Provisional Sum (If Applicable) – Proof of Three (3) Quotes
6. **Compile and Sign Works Package Contract – (CIDB Volume7, and Goods & Services) if applicable**
7. Purchase Order (CCT)
8. Risk Assessment/Method Statement/Timeline(Supplier)
9. Execution of Works Project  
Inspection Hold Point / Quality Control documentation
10. Penalty (If Applicable)
11. Completion Acceptance (CCT)
12. Invoice (Supplier)
13. Payment (CCT)
14. Warranty Period





## Schedule J.1: Water and Sanitation Area Map

