

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN IIZERO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10 Page 22 of 143

TENDER NO: 96S/2024/25 TENDER DESCRIPTION: CLEANING OF STORMWATER INFRASTRUCTURE BY LABOUR INTENSIVE METHODS CONTRACT PERIOD: 72 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

THE CONTRACT

THE CITY OF CAPE TOWN	
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	
AUTHORISED REPRESENTATIVE	[REDACTED] <i>(JONGWA TRADING (PTY) LTD)</i>

AND

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

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

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	<i>Area - 8.3</i>
Alternative Offer (see clause 2.2.11.1)	<i>Area - 8.2</i>

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):

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual / Sole Proprietor	JONGWA TRADING(Pty) Ltd
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	
Physical address (Chosen Domicilium Citandi Et Executandi)	
Contact details of the person duly authorised to represent the tenderer	
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
CCT Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐ Yes ☒ No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☒ No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☐ No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐ Yes ☐ No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐ Yes ☐ No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐ Yes ☐ No
Other Required registration numbers	

C.2 FORM OF OFFER AND ACCEPTANCE – REGION CENTRAL

TENDER 96S/2024/25 CLEANING OF STORMWATER INFRASTRUCTURE BY LABOUR INTENSIVE METHODS

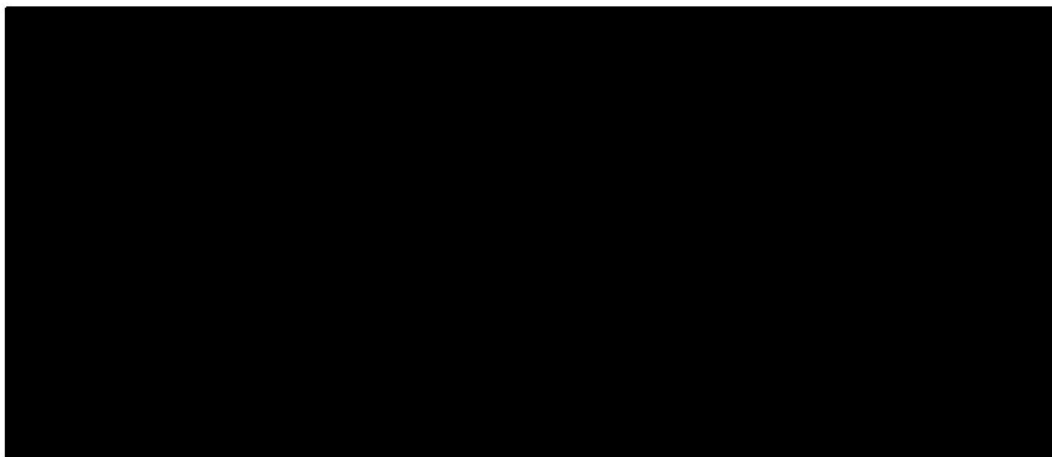
C.2.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

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 Cape Town (PLACE) ON THE 18 (DAY) OF May 2026 (MONTH AND YEAR)



C.2 FORM OF OFFER AND ACCEPTANCE – REGION NORTH

TENDER 96S/2024/25 CLEANING OF STORMWATER INFRASTRUCTURE BY LABOUR INTENSIVE METHODS

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:

6. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
7. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
8. 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;
9. 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:
 - 9.1 terms and conditions stipulated in this tender document;
 - 9.2 specifications stipulated in this tender document; and
 - 9.3 at the prices as set out in the **Price Schedule**.
10. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT Cape Town (PLACE) ON THE 18 (DAY) OF May 2026 (MONTH AND YEAR)

C.2 FORM OF OFFER AND ACCEPTANCE – REGION EAST

TENDER 96S/2024/25 CLEANING OF STORMWATER INFRASTRUCTURE BY LABOUR INTENSIVE METHODS

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:

11. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
12. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
13. 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;
14. 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:
 - 14.1 terms and conditions stipulated in this tender document;
 - 14.2 specifications stipulated in this tender document; and
 - 14.3 at the prices as set out in the **Price Schedule**.
15. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT Cape Town (PLACE) ON THE 18 (DAY) OF May 2026 (MONTH AND YEAR)

C.2 FORM OF OFFER AND ACCEPTANCE – REGION SOUTH

TENDER 96S/2024/25 CLEANING OF STORMWATER INFRASTRUCTURE BY LABOUR INTENSIVE METHODS

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:

16. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
17. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
18. 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;
19. 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:
 - 19.1 terms and conditions stipulated in this tender document;
 - 19.2 specifications stipulated in this tender document; and
 - 19.3 at the prices as set out in the **Price Schedule**.
20. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT Cape Town (PLACE) ON THE 18 (DAY) OF May 2026 (MONTH AND YEAR)

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 96S/2024/25 CLEANING OF STORMWATER INFRASTRUCTURE BY LABOUR INTENSIVE METHODS

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).



FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 96S/2024/25 CLEANING OF STORMWATER INFRASTRUCTURE BY LABOUR INTENSIVE METHODS

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 Main Service Provider as Per Award for the following areas:

Details District Area 7.3 - Nyanga

2 Subject Alternative Service Provider as Per Award for the following areas:

Details District Area 7.1 - Khayelitsha

3 Subject Final Negotiated Rates as per attached Signed Letter

Details Region East

4 Subject

Details

Awarded Area(s)

Tick the appropriate box	REGION CENTRAL					REGION NORTH					
	District Area 1.1 Atlantis	District Area 1.2 Blaauwberg	District Area 1.3 Milnerton	District Area 5.1 Cape Town	District Area 5.2 Langa	District Area 2.1 Durbanville	District Area 2.2 Kraaifontein	District Area 3.1 Goodwood	District Area 3.2 Parow	District Area 3.3 Bellville	District Area 3.4 Delft
Winner											
Alternative											

Tick the appropriate box	REGION EAST					REGION SOUTH				
	District Area 4.1 Kuilsriver	District Area 4.2 Somerset West/Strand	District Area 7.1 Khayelitsha	District Area 7.2 Mitchell's Plain	District Area 7.3 Nyanga	District Area 6.1 Philippi	District Area 6.2 Athlone	District Area 8.1 Fish Hoek	District Area 8.2 Plumstead	District Area 8.3 Hout Bay
Winner										
Alternative			✓		✓					

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 96S/2024/25 CLEANING OF STORMWATER INFRASTRUCTURE
BY LABOUR INTENSIVE METHODS**

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

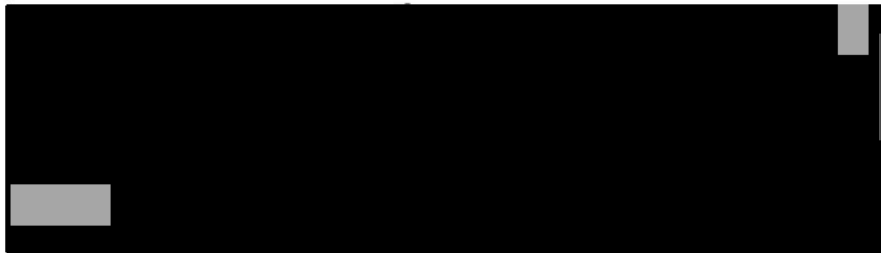
The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the *Schedule of Deviations* (if any) on:

The 01 (Day)

Of June (Month)

2026 (year)

At CAPE TOWN (Place)



COMPLETE
ACCEPTANCE STAGE



C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

JONGWA TRADING (PTY) LTD
(Supplier/Mandatory/Company/CC Name)

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

I, [REDACTED], representing

Jongwa Trading (Pty) Ltd, 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: [REDACTED]

OR Compensation Insurer: [REDACTED] Policy No. [REDACTED]

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 Cape Town on the 18 day of May 2026

Signed at CAPE TOWN on the 21 day of MAY 2026

C.3.1 PROTECTION OF THE ENVIRONMENT DECLARATION

PROTECTION OF THE ENVIRONMENT DECLARATION

The Service Provider will not be given right of access to the Site until this form has been signed

CONTRACT NO.: 965/2024/25

CONTRACT TITLE: CLEANING OF STORMWATER INFRASTRUCTURE BY LABOUR INTENSIVE METHODS

I/ we Tongwa Trading (Pty) Ltd (Service Provider) record as follows:

1. I/ we, the undersigned, do hereby declare that I/ we am/ are aware of the increasing requirement by society that construction activities shall be carried out with due regard to their impact on the environment.
2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, I/ we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, materials and methods of construction, in-so-far as I/ we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, I/ we recognise and accept the need to abide by the "precautionary principle" which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.
3. I/ we declare that I/ we have read and understood the contents of the Environmental Management Programme (which is comprised of the Environmental Management Specification and its Annexures) for this Contract, and that I/ we understand my/our responsibilities in terms of enforcing and implementing the Environmental Management Programme. I/ we also declare that I/ we have made appropriate provision in my/ our pricing of the Schedules of Rates items for the Environmental Management Programme.
4. I/ we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to me/ us, such amounts (hereinafter referred to as fines) as the Employer's Agent shall certify as being warranted in view of my/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:
 - 4.1 The Employer's Agent, in determining the amount of such fine, shall take into account, *inter alia*, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the Service Provider's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences
 - 4.2 The Employer's Agent shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Employer's Agent has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.

Date 18 May 2026

PRICE SCHEDULE A (REGION EAST)
CLEANING OF SURFACE INFRASTRUCTURE

ITEM	DESCRIPTION	UNIT OF MEASURE	RATE EXCL VAT (R)
EA.1	FOREMAN		
EA.1.1	Normal Working Hours between (7:30 to 17:00 Monday to Friday)	Hour	
EA.1.2	Overtime Rate	Hour	
EA.1.3	Weekends & Public Holidays	Hour	
EA.2	ARTISAN/OPERATOR		
EA.2.1	Normal Working Hours between (7:30 to 17:00 Monday to Friday)	Hour	
EA.2.2	Overtime Rate	Hour	
EA.2.3	Weekends & Public Holidays	Hour	
EA.3	LABOURER (EACH)		
EA.3.1	Normal Working Hours between (7:30 to 17:00 Monday to Friday)	Hour	
EA.3.2	Overtime Rate	Hour	
EA.3.3	Weekends & Public Holidays	Hour	
EA.4	DRIVER (EACH) <i>only applicable for Item EA.7.7</i>		
EA.4.1	Normal Working Hours between (7:30 to 17:00 Monday to Friday)	Hour	
EA.4.2	Overtime Rate	Hour	
EA.4.3	Weekends & Public Holidays	Hour	
EA.5	HEALTH AND SAFETY OFFICER (EACH)		
EA.5.1	Normal Working Hours between (7:30 to 17:00 Monday to Friday)	Hour	
EA.5.2	Overtime Rate	Hour	
EA.5.3	Weekends & Public Holidays	Hour	
EA.6	PROVISION OF ADDITIONAL SECURITY & PROTECTION SERVICES		
EA.6.1	PSiRA Security Guard Grade D (Uniformed)	Hour	
EA.6.2	PSiRA Security Guard Grade C (Uniformed)	Hour	
EA.6.3	PSiRA Security Guard Grade B (Uniformed)	Hour	
EA.7	VEHICLE HIRE (All-inclusive rates: inclusive of fuel, maintenance, licencing, insurance, security, delivery to and from site, establishment on and removal from site)		
EA.7.1	Hook on trailer (Min 1 ton)	Hour	
EA.7.2	1 ton – 1.5 ton LDV (all inclusive with driver)	Hour	
EA.7.3	1.501 ton - 3 ton truck (all inclusive with driver)	Hour	
EA.7.4	3.01 ton - 5 ton truck (all inclusive with driver)	Hour	
EA.7.5	5.01 ton – 8 ton truck (all inclusive with driver)	Hour	
EA.7.6	8.01 ton truck (all inclusive with driver)	Hour	
EA.7.7	10 Seater MINIBUS (all inclusive excluding driver)	Hour	

EA.8	ADDITIONAL PLANT & EQUIPMENT	
EA.8.1	Portable Chemical Toilet (<i>including trailer</i>)	Day
EA.8.2	Brush cutter (<i>including fuel and maintenance</i>)	Hour
EA.8.3	Chainsaw (<i>including fuel and maintenance</i>)	Hour
EA.8.4	Water Pump (75mm) 1000l/min capacity (<i>including min 150m hose and all required fittings</i>)	Hour
EA.8.5	Digger Loader (TLB) minimum capability of 55kW (<i>inclusive of operator, fuel, maintenance, licencing, insurance, security, delivery to and from site, establishment on and removal from site</i>)	Hour
EA.9	WEED SPRAYING	
EA.9.1	Weed spraying around catchpit/ manhole frame (<i>rate to include worker, required chemical and weedspraying equipment</i>)	Per unit
EA.9.2	Weed spraying around stormwater structures (<i>rate to include worker, required chemical and weedspraying equipment</i>)	Per m ²

PRICE SCHEDULE B (REGION EAST)
CLEANING OF CATCHPITS

ITEM	DESCRIPTION	UNIT OF MEASURE
EB.1	CLEANING OF CATCHPITS BY HAND (INCLUDING MOUTH OF CONNECTION)	
EB.1.1	Catchpits (<i>includes the cleaning, removing of waste and the carting and disposal thereof</i>)	Per catchpit
EB.1.2	Catchpits where volume exceeds 2 cubic metres	Per catchpit
EB.1.3	Disinfection around catchpit	Per catchpit

PRICE SCHEDULE C (REGION EAST)
WASTE DISPOSAL

ITEM	DESCRIPTION	UNIT OF MEASURE
EC.1	WASTE DISPOSAL	
EC.1.1	Disposal of <u>non-contaminated</u> waste material at the City of Cape Town's Solid Waste Disposal Facilities	Per ton
EC.1.2	Disposal of <u>contaminated (special waste)</u> material at Vissershok Management Facility (aka The Private Site)	Per ton

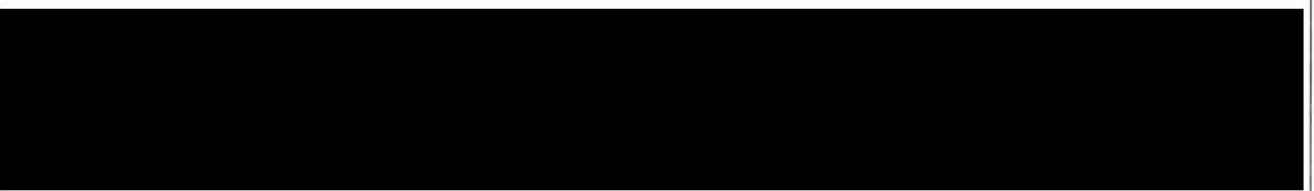
HIGH RATES: REGION EAST

REGION EAST

EB.1	CLEANING OF CATCHPITS BY HAND (INCLUDING MOUTH OF CONNECTION)		Original Tendered rate	Negotiated Rate
EB.1.1	Catchpits (includes the cleaning, removing of waste and the carting and disposal thereof)	Per catchpit		

RIM: Stormwater Section

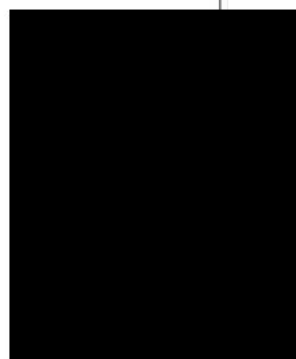
Jongwa Trading (Pty) Ltd



Head: Stormwater Operational Support

Capacity: Director

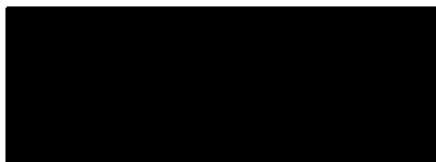
Date: 08 October 2025





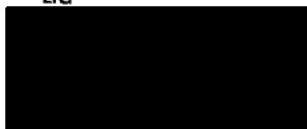
CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

URBAN MOBILITY
ROADS INFRASTRUCTURE MANAGEMENT



04 September 2025

Jongwa Trading (Pty)
Ltd



Dear Sir/Madam

**SUBJECT: 96S/2024/25: CLEANING OF STORMWATER INFRASTRUCTURE BY LABOUR INTENSIVE METHODS –
NEGOTIATIONS WITH PREFERRED TENDERERS**

On **01 SEPTEMBER 2025**, the Bid Adjudication Committee (**ITEM SCMB 12/09/25**) has identified Jongwa Trading (Pty) Ltd as a preferred tenderer for tender no 96S/2024/25. In the Tender Data T.2, in terms of Clause 2.3.11 of the tender document, you are hereby invited to negotiate the terms of the contract.

The Employer 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 SCM Policy, tenders must be cancelled in the event that negotiations fail to achieve a reasonable price with any of the three highest scoring tenderers.

Please respond on or before **Wednesday 10 September 2025 at 16h00** by providing a proposed rate in the below column, thereafter a virtual meeting via MS Teams will be scheduled for the following dates: **12th or 15th of May 2025**.

List of items to be negotiated is listed below.



HIGH RATES: REGION EAST & SOUTH**REGION EAST**

ITEM	DESCRIPTION	UNIT	Original Tendered Rate	Negotiated Rate
EA.2	ARTISAN/OPERATOR			
EA.2.1	Normal Working Hours between (7:30 to 17:00 Monday to Friday)	Hour		
EA.2.2	Overtime Rate	Hour		
EA.2.3	Weekends & Public Holidays	Hour		

EA.9	WEED SPRAYING	
EA.9.1	Weed spraying around catchpit/ manhole frame (rate to include worker, required chemical and weedspraying equipment)	Per unit
EA.9.2	Weed spraying around stormwater structures (rate to include worker, required chemical and weedspraying equipment)	Per m ²
EB.1	CLEANING OF CATCHPITS BY HAND (INCLUDING MOUTH OF CONNECTION)	
EB.1.1	Catchpits (includes the cleaning, removing of waste and the carting and disposal thereof)	Per catchpit
EB.1	CLEANING OF CATCHPITS BY HAND (INCLUDING MOUTH OF CONNECTION)	
EB.1.3	Disinfection around catchpit	Per catchpit

REGION SOUTH

ITEM	DESCRIPTION	UNIT
SA.2	ARTISAN/OPERATOR	
SA.2.1	Normal Working Hours between (7:30 to 17:00 Monday to Friday)	Hour
SA.2.2	Overtime Rate	Hour
SA.2.3	Weekends & Public Holidays	Hour

SA.9	WEED SPRAYING		
SA.9.1	Weed spraying around catchpit/ manhole frame (rate to include worker, required chemical and weedspraying equipment)	Per unit	
SA.9.2	Weed spraying around stormwater structures (rate to include worker, required chemical and weedspraying equipment)	Per m ²	
SB.1	CLEANING OF CATCHPITS BY HAND (INCLUDING MOUTH OF CONNECTION)		
SB.1.1	Catchpits (includes the cleaning, removing of waste and the carting and disposal thereof)	Per catchpit	
SB.1	CLEANING OF CATCHPITS BY HAND (INCLUDING MOUTH OF CONNECTION)		
SB.1.3	Disinfection around catchpit	Per catchpit	

RIM: Stormwater Section

Jongwa Trading (Pty) Ltd

Head: Stormwater Operational Support

Capacity:

Date:

16/09/2025

HIGH RATES: REGION EAST

REGION EAST

EB.1	CLEANING OF CATCHPITS BY HAND (INCLUDING MOUTH OF CONNECTION)		Original Tendered rate	Negotiated Rate
EB.1.1	Catchpits (includes the cleaning, removing of waste and the carting and disposal thereof)	Per catchpit		

RIM: Stormwater Section

Jongwa Trading (Pty) Ltd

Head: Stormwater Operational Support

Capacity: Director

Date: 08 October 2025

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 will be deemed to have allowed within his unit rates for all costs and expenses associated with the Contract including profit, all Preliminary and General Expenses and the monthly reporting in terms of **Annexure B (Section C.8) and the supporting documentation**, as well as any costs associated with the inoculation of all workers working in rivers, canals and hazardous and contaminated water.
- 5.9 The method of payment for Schedules:
 - (a) Payment for **Price Schedule: A** – Region Central, Region North, Region East and Region South will be dayworks rates for surface infrastructure cleaning, carting and disposal of waste materials.
 - (b) Payment for **Price Schedule: B** – Region Central, Region North, Region East and Region South will be for the cleaning of catchpits, carting and disposal of waste materials.
 - (c) Payment for **Price Schedule: C** – Region Central, Region North, Region East and Region South will be for the disposal of waste materials as per the Land Fill Facilities Annual Tariff Rates.
- 5.10 **Schedule F.13 D** is the Region and Area Preference Schedule. Tenderers are required to indicate which region they would prefer to work. **Tenderers are permitted to price for 2 REGIONS ONLY, e.g. Region South and East etc. Should the tenderer price for more than two regions, the CCT reserves the right to choose the first two preferred regions as indicated in Schedule F.13D.**
- 5.11 The tariffs for disposal at Vissershok Waste Management Facility and City of Cape Town owned landfill sites must be adhered to. The disposal tariff will be increased annually and is subject to adjustment once per year effective on 1st July of each year which is applicable for **Schedule C, Items 1.1 and 1.2. The rates inserted in Price Schedules C – Waste Disposal is the current Tariffs for Financial Years 2024 and 2025.**

TENDER NO: 96S/2024/25

- 5.12 All labourers to be utilised for this contract must be paid the minimum wage as gazetted by the Department of Labour for the Contract Cleaning Sector. Tenderers should ensure that their offers adhere to the gazetted law in order to be considered any further.
- 5.13 PSiRA rates shall apply to Items 6.1; 6.2 & 6.3 (All Schedules) for Provision of Additional Security and Protection Services and shall be subject to adjustment once per annum and in direct proportion any variation in the tariffs in accordance with the Private Security Industry Regulatory Authority Guidelines .
- 5.14 The work undertaken during this tender is Hazardous in its nature and tenderers are required to take every precaution to protect their workers and the general public. Tenderers should therefore allow for any medical expenses that will be associated with exposure to hazardous waste. No claim from a Tenderer after tender award will be entertained if found non-compliant with the above

INITIALS OF OFF

C.4.1 DECLARATION OF TENDERED RATES SUBMITTED ELECTRONICALLY

I, the undersigned, in submitting this tender for Contract 96S/2024/25 in response to the invitation for the tender made by the City of Cape Town, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

JONGWA TRADING (PTY) LTD that:
(Name of Tenderer)

1. I have read and I understood the contents of this Certificate, in accordance with Clause 2.2.12 of the Conditions of Tender;
2. I understand that as per clause 22.4 of the Municipal Supply Chain Management Regulations, 2005, "Where bids are requested in electronic format, such bids must be supplemented by sealed hard copies."
3. I understand that I am required to submit one (1) electronic/excel copy (on a USB Flash drive), and one (1) hardcopy (printed) of the Schedule of Rates, and that both copies submitted are to be in the same format as those issued by the Employer.
4. I confirm that both the hardcopy and electronic copy of rates submitted with this tender are a replica of each other.
5. I understand that if there is found to be any variance in rates between the printed (hardcopy) schedule and the electronic copy submitted, the printed copy shall stand.
6. I accept that if/when a Notice to Tenderer (NTT) is issued by the Employer for changes relevant to the Schedule of Rates, I will be required to attach the respective addenda separately to that which has been issued with the original document.

21 / 10 / 2024

Date

DIRECTOR

Position/Designation

C.5 SPECIFICATION(S)

5.1 EMPLOYERS OBJECTIVE

The employer's objectives are to clean and maintain the City of Cape Town's (CCT) stormwater infrastructure assets such as, open channels, streams, intakes, ponds and catchpits using labour intensive methods.

5.2 OVERVIEW OF THE WORKS

5.2.1. General Description of the Works

5.2.1.1. Catchpits / Intakes

The works entails cleaning, unblocking and removal of; sand, sludge, tree roots or other foreign matter from catchpits and connections, and the carting and disposal thereof.

5.2.1.2. Channels and ponds (surface infrastructure)

The works entails the removal of all vegetation, rubble, debris, waste and silt. Cutting back of grass on side channels (including the slope from the edge of the road, to the top of the channel), intakes and ponds and the carting and disposal thereof.

5.2.1.3. Emergency Works

The Service Provider may be called upon to assist the CCT with the cleaning or clearing of emergency blockages or special tasks for which he will be paid in accordance with the schedule of rates.

Work on streams and canals will **only be required** when the necessity arises and only upon instruction from the Director: Roads Infrastructure Management or his/her Representative.

5.2.1.4. Disinfecting

Once all work at designated catchpits is complete, the Service Provider may be requested by the Director: Roads Infrastructure Management or his/her Representative to disinfect catchpits with a pine based disinfectant.

5.2.1.5. Weed Spraying

Service Providers may be requested to undertake weed spraying around cathpits, manholes and other stormwater infrastructure as directed by the Director: Roads Infrastructure Management or his/her Representative.

Service Providers are to note that the bulk of the work takes place between January and August in preparation for winter and therefore continuous use of labour and equipment throughout the term of the contract is not guaranteed, but work is issued on an "as and when" required basis and does not guarantee work to the Alternative Service Provider unless the Main Service Provider does not acknowledge receipt of an official Purchase Order within 7 days.

Limited funding is available for the works detailed in the Specification and certain items may be omitted depending on tendered rates and tender amounts received. **The Employer reserves the right to omit certain works to align with the available funding for the contract without invalidating the contract.**

5.2.2. Work Area Boundaries

- 5.2.2.1. The Service Provider will be required to work in designated areas within the boundaries of the CCT Municipal areas as shown on the drawings which has been divided into Four (4) Regions and further subdivided into 21 District Areas as shown on the Maps (DISTRICT REGION/AREA MAPS).
- 5.2.2.2. Where ambiguity exists as to the exact location of the boundary (i.e. the boundary is shown as being directly on the road), the boundary shall always be to the centre line of the road in question.
- 5.2.2.3. The site of works shall consist of the entire road/river reserve, intersections, any storage area on the site which the Service Provider may require in addition to the area required for cleaning and special works as defined by the limits of cleaning shown on the drawing issued to the Tenderer, plus such additional length of road that is necessary for erection of the road signs on the approaches to the works.

5.3 WORKS COMPRISING THE CONTRACT (SCOPE OF WORK AS PER PRICING SCHEDULES A; B & C)

The work that is to be carried out under the contract is as provided for in the Price Schedules (A; B and C). However, if during the course of infrastructure cleaning, the conditions are found to differ from those anticipated, the Employer reserves the right to modify the scope of the work to suit the prevailing conditions and circumstances. Variations introduced in this manner will be measured and paid for at the rates tendered for appropriate items listed elsewhere in the schedule of quantities or in the absence of such rates, as extra work.

The Service Provider is responsible for his own security and it is deemed that it has been allowed for in his rates.

5.3.1 Price Schedule A (Dayworks)

- 5.3.2 Price Schedule A – Dayworks Items for the cleaning of Surface Infrastructure are packaged together to create a Works Project which includes the removal of all vegetation, rubble, debris, waste, paper, silt and cutting back of grass on river and canal banks, side channels (including the slope from the edge of the road, to the top of the channel), intakes, and ponds as required by the Director: Roads Infrastructure Management or his/her representative and the carting and disposal thereof at the designated Landfill Facilities in accordance with their procedures stipulated by the respective landfill sites. **No payment will be made if no tipping slips are submitted with their payment certificate.**
- 5.3.3 An Artisan may be required from time to time for minor repairs to infrastructure such as wingwalls, etc. and for the operating of small plant such as brushcutters and chainsaws. Such work may only be undertaken when instructed by the Director: Roads Infrastructure Management or his/her representative. The Director: Roads Infrastructure Management or his/her representative's decision will be final as to where and when this Price Schedule is used.
- 5.3.4 The method of Payment for surface infrastructure cleaning (Price Schedule A) will be measured as daywork rates.
- 5.3.5 The cleaning of surface infrastructure is to be undertaken by teams of sufficient labourers as deemed necessary by the Director: Roads Infrastructure Management or his/her Representative, including all non-power driven tools (spades, forks, rakes, etc.).
- 5.3.6 The minimum Staff and equipment required per surface infrastructure cleaning team with reference to Price Schedule A is indicated as per the Table in Clause No. 5.8.1.1
- 5.3.7 The Dayworks rate for the Foreman is for the supervision of the teams who must be on site at all times. The rate excludes a LDV.
- 5.3.8 The Dayworks rate for Vehicle/Larger Vehicle Hire (Items 7.2 – 7.6) must include a driver and all associated costs (wet rate), however, the cost for Item 7.7 excludes a driver.

- 5.3.9 Larger vehicles/trucks (Items 7.3 – 7.6) for cartage purposes when cleaning surface infrastructure may only be used with prior permission and approval from the Director: Roads Infrastructure Management or his/her Representative. The rate must include for driver (licenced and capable of driving larger vehicles/trucks), fuel, all licensing, etc.
- 5.3.10 **Overpumping** with the required staff and equipment may be necessary of which dayworks line items will be packaged based on the nature and scope of works, on the instruction and approval from the Director: Roads Infrastructure Management or his/her Representative.
- 5.3.11 **Manhole Cleaning** with the required staff and equipment may be necessary of which dayworks line items will be packaged based on the nature and scope of works, on the instruction and approval from the Director: Roads Infrastructure Management or his/her Representative
- 5.3.12 Any additional staff, plant and equipment for surface infrastructure cleaning may only be used with prior permission from the Director: Roads Infrastructure Management or his/her Representative.
- 5.3.13 The average production rate for grass cutting of surface infrastructure i.e. river banks, floodplains and stormwater ponds etc. using weed eaters is indicated as per Table 2 (Clause 5.9)
- 5.3.14 The average production rate for litter picking of river banks, floodplains and stormwater ponds etc. is indicated as per Table 3 (Clause 5.9)
- 5.3.15 **Price Schedule B (Cleaning of Catchpits/Intakes)**
- 5.3.16 Price Schedule B is only for the cleaning, unblocking and removal of sand, sludge, tree roots or other foreign matter from catchpits and the mouth of the connection, including the carting and disposal thereof at the Vissershok Waste Management Facility (aka the private site) for all material removed. **No payment will be made if no tipping slips are submitted with their payment certificate.**
- 5.3.17 The method of Payment for Price Schedule B will be for the cleaning of catchpits, removing of waste and the carting and disposal of waste materials and measured Per No. of Catchpit. **The Rate must include Supervision and a LDV for the carting and disposal of waste materials.**
- 5.3.18 All material taken from Catchpits is to be completely removed daily and carted to an approved disposal sites where the material may be disposed in accordance with their procedures stipulated by the respective landfill sites.
- 5.3.19 The minimum Staff and equipment required per catchpit cleaning team with reference to Price Schedule B is indicated as per the Table referred to in Clause No. 5.8.
- 5.3.20 The average production rate for hand cleaning of cathpits is indicated as per Table 1.(Clause 5.9)
- 5.3.21 In addition, the Service Provider will be furnished with a written instruction and a set of drawings on which the Service Provider is to confirm positions, sizes, lengths etc. for Catchpits and Stormwater reticulation as they are cleaned. The plans are to be returned to the Director: Roads Infrastructure Management or his/her Representative on completion of each section of work awarded. No payment will be made if the written instruction, drawings and slips from the waste disposal site are not submitted with the payment invoice.
- 5.3.22 Red gullies and catchpits in major roads, freeways where the speed limit exceeds 60 Km per hour may **not be cleaned by labour intensive methods.**
- 5.3.23 All catchpits that are highly contaminated with hazardous waste/debris should be reported and communicated to the Director: Roads Infrastructure Management or his/her Representative of which further instructions will be given.
- 5.3.24 **Disinfecting around Catchpits**

Once all work at designated catchpits is complete, the Service Provider may be requested by the Director: Roads Infrastructure Management or his/her Representative to disinfect around catchpits

with a pine based disinfectant of any manufacture. Application is to be as specified by the Manufacturer. In addition to compliance with the Occupational Health and Safety Act, persons who apply any disinfectant must be individuals who are fully trained and /or qualified in the use of that specific product and the foreman / supervisor must ensure that the necessary protective measures are taken. Disinfecting of Catchpits is only to be carried out on instruction by the Director: Roads Infrastructure Management or his/her Representative.

5.3.25 Price Schedule C (Waste Disposal)

All Waste is to be disposed of at the specified/approved disposal sites (Refer to Table (Clause 5.3.26) in accordance with procedures stipulated by the controlling authority. **No payment will be made if no tipping slips are submitted with their payment certificate.**

5.3.26 Waste Disposal

Disposal of non contaminated waste material – at the City of Cape Town's Solid Waste Facilities, waste generated from the cleaning of Surface Infrastructure (Schedule A) and the cleaning of Catchpits (Schedule B) will be disposed of at the City of Cape Town's Solid Waste Facilities. Service providers will be paid the for this item only once a receipt from the site has been presented with monthly invoicing. The rate paid will be as per the stipulated rate, and any price adjustment associated with this cost will vary as per the standard annual tariff (effective on 1st July of each year) at the City of Cape Town's Solid Waste Facilities. Service providers are not required to provide a rate against this line item – Schedule C Item No. 1.1

Disposal of contaminated (hazardous/special) waste material - at Vissershok Management Facility (aka Private Site), waste generated from the cleaning of Surface Infrastructure (Schedule A) and the cleaning of Catchpits (Schedule B) will be disposed of at the Vissershok Management Facility (aka Private Site). Service providers will be paid the for this item only once a receipt from the site has been presented with monthly invoicing. The rate paid will be as per the stipulated rate, and any price adjustment associated with this cost will vary as per the standard annual tariff (effective on 1st July of each year) at the Vissershok Management Facility (aka Private Site). Service providers are not required to provide a rate against this line item – Schedule C Item No. 1.2

5.3.27 Disposal may take place at either

- (i) The Vissershok Waste Management Facility (aka the private site) – **Contaminated**
- (ii) The Coastal Park Landfill Site (Baden Powell Drive)
- (iii) The Bellville South Landfill Site (Sacks Circle, Bellville)
- (iv) The Vissershok Landfill Site (Frankdale Road, Off N7, Table View)

NUMBER	NAME OF WASTE DISPOSAL SITE	LOCATION	CONTACT NUMBER
(i)	Vissershok Waste Management Facility (aka the private site)		
(ii)	The Coastal Park Landfill Site		
(iii)	The Bellville South Landfill Site		
(iv)	The Vissershok Landfill Site		

5.3.28 The City of Cape Town owns disposal sites (ii), (iii) and (iv) as mentioned in the above table and determines the annual disposal tariff accordingly.

5.3.29 No payment certificate will be processed or authorized without the dumping invoices/receipts.

5.3.30 No material may be left on site overnight and penalties will be imposed (refer to Clause 22 Special Conditions of Contract).

5.3.31 To avoid confusion with other City of Cape Town Departments, only white or cream coloured rice bags may be used for the storage of material removed by hand. This only applies in cases where the material is not loaded directly onto a vehicle. Where bags have been used, they must be removed at the end of each working day.

- 5.3.32 Service Providers who are found illegally dumping material will be fined. Continuous infringements by the Service Provider may result in the suspension of the works and the initiation of the breach of contract process.
- 5.3.33 In terms of The Vissershok Landfill Site being a private site (i), annual tariffs as charged by Visserhok Waste Management Facility is not determined by the City of Cape Town.
- 5.3.34 **Service Providers who dispose non-contaminated waste, which does not exceed 1.5 tons/1 500 kilograms, at the City of Cape Town's disposal facilities are required to produce vehicle tracker reports indicating the facility where the waste was disposed at. All costs associated with the vehicle tracker and reports shall be on the onus the Service Provider.**

5.3.35 **Health and Safety**

The Health and Safety Officer must undertake all aspects to ensure compliance with the Construction Regulations of 2014, the Occupational Health, and Safety Act (No 85. of 1993) and the Health and Specification. The Service Provider must ensure that they have in their employment an experienced, skilled and certified Health and Safety Officer to provide supervision and management of all health and safety measures relating to the OHS Act. The Health and Safety Officer must monitor, review and verify compliance by submitting reports for the duration of the contract as per the Health and Safety Specification which is included in the contract document.

The hourly rate tendered for the Health and Safety Officer must cover all costs to comply with all Health and Safety Act/Requirements, of an estimated monthly hours of between 30hrs and 50hrs including the compilation of relevant compliance reports. Proof of relevant compliance reports required by the Employer's Health and Agent must be submitted.

The Contractor must submit a "signed-off" time and attendance register of the total number of hours claimed for the Health and Safety Officer, which inter alia includes i.e. site attendance/meeting minutes and reports must be submitted as proof for payment.

5.3.36 **Provision of Additional Security Services and Protection**

The Service Provider shall note that, notwithstanding the insurances effected by the Employer, the Service Provider shall be responsible for the effecting of safety and security of plant and personnel on and around the site of the Works, and that no claims in this regard will be entertained by the Employer.

The Service Provider's attention is drawn to the fact that the work is to be carried out in Areas where there might be a high incidence of criminal activity. The Service Provider must provide adequate site security to account for this.

The rates entered by the Tenderer in the Schedule of Rates for effecting of safety and security of plant and personnel on and around the site of the Works shall be deemed to include full compensation for all the measures necessary to affect the safety and security.

Access to the site must be controlled at all times of the day and night. Considering the potential safety and security risks associated with maintenance/construction work in and around the City of Cape Town (Region Central,North,East and South) the Service Provider shall make provision in his tendered rate for additional security on site for the Service Provider's staff, as well as the safety of the Employer, the Employer's Agent and the Employer's Agent's Representative.

5.3.37 Additional Plant and Equipment (Dayworks)

During the course of the contract, the below plant and equipment may be required, and the Service Provider must be able to obtain such plant and equipment as required, and on the instruction and approval by the Director: Roads Infrastructure Management or his/her Representative. The Service Provider can own or hire such plant and equipment. The following plant and equipment may be required:

- i. Portable Chemical Toilet (including delivery to site, trailer, set up, cleaning, maintenance, removal from site, disposal of waste)
- ii. Brush cutter (including fuel and maintenance)
- iii. Chainsaw (including fuel and maintenance)
- iv. Digger Loader (TLB) minimum capability of 55kW (All-inclusive rates: Plant inclusive of operator, fuel, oil, maintenance, spare tyres, insurances, permits, establishment on and removal from site)
- v. Pumps (for over pumping) (75mm) 100L/s capacity (including min hose length of 150m and all required fittings)
 - pumps (for over pumping), used on an as and when required basis only, orders against this line item is not guaranteed monthly.
 - Pumps (vortex flow) for over pumping including 20m suction and 150m discharge hose and all necessary fittings, tools and equipment.
 - Pumps sets shall be capable of auto priming and dry running and come complete with all suitably sized/lengths of flexible and/or lay flat pipework, couplings and other ancillary equipment to suit the over pumping application.

5.3.38 Weed Spraying

During the course of the contract, the Service Provider may be required to undertake weed spraying on instruction and approval from the Director: Roads Infrastructure Management or his/her Representative as per the activity and the unit of measurement indicated below:

- 5.3.38.1 Weed spraying around catchpit/ manhole frame (rate to include worker, required chemical and weedspraying equipment) – **Per Unit**
- 5.3.38.2 Weed spraying around stormwater structures (rate to include worker, required chemical and weedspraying equipment) – **Per Square Meter**

All weed spraying activities must comply with the latest legislation including the Occupational Health and Safety Act and must comply with the manufactures' instructions as indicated on product data sheets/labels.

5.4 STANDARD OF WORKMANSHIP

- 5.4.1 The attention of the Service Provider is particularly drawn to the high standard of workmanship applicable to this Contract.
- 5.4.2 The onus to produce work which conforms in quality and accuracy of detail to the requirements of the specifications is on the Service Provider. The Service Provider shall, at his own expense, institute a quality-control system to ensure adequate supervision and positive control of the works at all times.
- 5.4.3 On completion of every part of the work and submission thereof to the Director: Roads Infrastructure Management or his/her representative for examination, the Service Provider shall furnish the Director: Roads Infrastructure Management or his/her representative with before and after photographs of all relevant completed works.

5.5 PERFORMANCE MONITORING

- 5.5.1 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.
- 5.5.2 The Service Provider shall execute the Works in strict accordance with the contract to the satisfaction of the Director: Roads Infrastructure Management or his/her Representative and shall comply with and adhere strictly to the Director: Roads Infrastructure Management or his/her Representatives instructions and directions on any matter (whether mentioned in the contract or not). The Service Provider shall take instructions and directions only from the Director: Roads Infrastructure Management or his/her Representative.
- 5.5.3 The Service Provider or a competent and authorised agent or representative approved of in writing by the Director: Roads Infrastructure Management or his/her Representative (which approval may at any time be withdrawn), is to be constantly on the Works and shall give his whole time to the superintendence of the works. Such authorised agent or representative shall receive and execute on behalf of the Service Provider, under the direction and instructions from the Director: Roads Infrastructure Management or his/her Representative.
- 5.5.4 Within seven days after the receipt of an official Purchase Order the Service Provider must issue a method statement for approval by the Director: Roads Infrastructure Management or his/her Representative indicating exactly how the work will be executed.
- 5.5.5 Works can only commence once the Service Provider receives an Official Purchase Order and with written instruction with an explanatory drawing from the Director: Roads Infrastructure Management or his/her representative. **No payment** will be made for work without an official Purchase Order. The Service Provider shall allow the Director: Roads Infrastructure Management or his/her representative, to have access at all times to inspect the work being conducted, all records and documents maintained by the Service Provider regarding work performed, and to inspect the equipment, including spare parts inventories, stores, and workshop repair facilities.
- 5.5.6 The Service Provider shall prepare and maintain a complaint records system for work undertaken within its assigned area of service. The Service Provider shall communicate all complaints received from the community to the Director: Roads Infrastructure Management or his/her representative.
- 5.5.7 A complete log of all communications is to be maintained, including a record of actions to follow-up on any complaints or comments. The Service Provider shall make the log and record available for inspection whenever requested by the Director: Roads Infrastructure Management or his/her representative.
- 5.5.8 The Service Provider shall inform the Director: Roads Infrastructure Management or his/her Representative timeously (as soon as possible) of any problems on site.

5.6 VEHICLES AND EQUIPMENT

- 5.6.1 The Service Providers vehicles and equipment used for performing services shall be adequate to perform the services required by the contract, as may reasonably be determined by the Director: Roads Infrastructure Management or his/her representative from time to time. As the vehicles and equipment become fully depreciated or reach the end of their useful life, Service Providers shall either purchase, rent, or lease vehicles and equipment to satisfy such requirements or replace such vehicles and equipment.
- 5.6.2 The Service Providers vehicles and equipment shall be registered by the Service Provider and are to be licensed and operated in accordance with the Road Traffic Act, Act 29 of 1989 and current Road Traffic Regulations and shall operate in compliance with all applicable central, provincial, and local laws and regulations.
- 5.6.3 In order to comply with the National Land Transport Transition Act (NLTTA) and the National Road Traffic Act (NRTA), where workers and goods are transported, the Service Provider SHALL convey workers in a Ten (10) seater minibus, which excludes a driver (as per item 7.7 in the Pricing Schedule).
- 5.6.4 The Service Provider shall keep all vehicles and equipment used for performing services in good repair, appearance and sanitary condition. Each vehicle shall have at least one broom and shovel at all times to clean up solid waste that may be spilled or otherwise scattered during the process of collection. Each vehicle shall have a tarp or something similar which shall be used to cover the transported material in order to avoid that waste are spilled onto the road. All lights, horns, warning devices, mufflers, fuel tanks and emission controls on the said vehicles and equipment shall be kept operable at all times, with an average fleet downtime of no more than 24 hours. Time lost must be made up either by working longer hours or at weekends as instructed and approved by the Director: Roads Infrastructure Management or his/her representative.
- 5.6.5 When vehicles are down for maintenance or repair, it shall be the Service Providers obligation to notify the Director: Roads Infrastructure Management or his/her representative and to provide a replacement vehicle, within one week, or a similar replacement vehicle, either owned or through a rental agreement. All odometers on the said vehicles shall be in working order at all times and the odometer readings of the said vehicles must be recorded indicating the date and time of replacement and must be reported to the Director: Roads Infrastructure Management or his/her representative.
- 5.6.6 All vehicles and equipment shall be operated by qualified and licensed operators and so as not to harm human health or the environment. All vehicles shall be sufficiently secure so as to prevent any spilling of solid waste and/or leakage of fluid. No vehicles shall be wilfully overloaded. The noise level for all vehicles during operations shall not exceed seventy-five decibels at a distance of eight meters measured at an elevation of 1.8 meters above the ground.
- 5.6.7 The Service Provider shall provide all vehicles with drainage tanks, so that liquids leaking from the solid waste are contained on the LDV and spillage of such liquids is prevented. These liquids may be discharged to catchpits and manholes but not onto roadways. The liquids captured and held within the drainage tanks are to be emptied only at the officially designated liquid disposal site.
- 5.6.8 All vehicles shall meet environmental emission requirements and be subjected to inspection on an annual basis by the Director: Roads Infrastructure Management or his/her representative.
- 5.6.9 All vehicles shall maintain a record book of time and movement, including: departure time from the parking area at the start of work, arrival time at and departure time from the officially designated discharge location, and arrival time at the parking area at the end of work.
- 5.6.10 Trucks which have their loads weighed or measured shall have this data included in the vehicle log books. Downtime and the nature of any break down and repair activities shall also be recorded in the record books. Data from the log/record books shall be collated and presented in a monthly report submitted by the Service Provider to the Director: Roads Infrastructure Management or his/her representative. In addition, the Director: Roads Infrastructure Management or his/her representative shall have access to the log/record books upon request at any given time.

- 5.6.11 In addition to the record book, all vehicles must be fitted with a fleet monitoring system. Service providers are thus required to supply all vehicles, including Hired Plant with a fleet monitoring system. **The cost of this system is to be included in the tenderer's price.**

The tracking system must offer the following:

- Inform the Director: Roads Infrastructure Management or his/her Representative of any route deviation in the event it is needed.
 - Position accuracy of the vehicle to within 10 metres
 - Information of each trip made per day giving exact details of the data, i.e. date, time and location.
- 5.6.12 During the course of the contract, Service Providers could be called upon to demonstrate the suitability of their equipment/plant for the various types or nature of activities. **The cost of such demonstrations will be on the onus of the Service Provider.**

5.7 PERSONAL PROTECTIVE EQUIPMENT (PPE) AND IDENTIFICATION OF WORKERS AND VEHICLES

- 5.7.1 The Service Provider shall provide, at their own cost, all the necessary Personal Protective Equipment (PPE) i.e. protective shoes, gloves, clothes etc. to all workers, for use at all times during performance of works for this contract, based on the nature and scope of the activities undertaken and in accordance with all Occupational Health and Safety requirements.
- 5.7.2 The Service Provider shall provide, at their own cost, all staff with identification cards, with their name, photo, and identification number and require them to carry the said identification cards at all times for monitoring purposes. When requested to do so by the Director: Roads Infrastructure Management or his/her representative the Service Provider shall submit their identification cards for inspection.
- 5.7.3 The Service Provider shall provide, at their own cost, a minimum of a readily recognizable, level two type (minimum) bright / fluorescent orange, red-orange, yellow or red in colour with retro-reflective strips (as indicated in Chapter 13 of Volume 2 of the South African Road Traffic Signs Manual SARTSM) bibs with the Service Providers name and telephone number clearly displayed to all its workers, to be worn at all times when performing works during this contract, so that the workers can be clearly identified and their performance can be monitored. Bibs shall be replenished as they become worn or damaged.
- 5.7.4 The Service Provider shall brand all vehicles and other equipment with the Service Providers Company Name and Details which must be clearly visible for identification.

5.8 MINIMUM REQUIRED STAFF AND EQUIPMENT FOR CLEANING WITH REFERENCE TO SCHEDULE A AND SCHEDULE B

5.8.1 Required Staff & Equipment

5.8.1.1 The following minimum Staff and equipment is required per surface infrastructure cleaning team (with reference to Schedule A):

Item.	Description	Minimum required.
1.	Foreman / supervisor /data capturer	1
2.	artisan / Small plant operator	1
3.	Labourers	9
4.	LDV (1Ton) – Licence Required	1
5.	Reflective bibs (with company name)	As per staff quota
6.	Gloves	As per staff quota
7.	Safety footwear	As per staff quota
8.	Gumboots	As per staff quota
9.	Trailer (1Ton)	As per staff quota
10.	Wheelbarrows	As per staff quota
11.	Garden spades	As per staff quota
12.	Garden forks	As per staff quota
13.	Rakes	As per staff quota
14.	Bush picks	As per staff quota
15.	Sickles	As per staff quota
16.	Pangas	As per staff quota
17.	Brush cutters	As per staff quota
18.	Chainsaw	As per staff quota
19.	Ropes	As per staff quota
20.	Safety harness	As per staff quota
21.	Safety/first aid kit	As per staff quota
22.	Metered standpipe (ex. Water Services) or other potable water source	As per staff quota
23.	Traffic cones	As per staff quota
24.	Traffic accommodation signs	As per staff quota

5.8.1.2 The following minimum Staff and equipment is required per catchpit cleaning team (with reference to Schedule B):

Item	Description	Minimum required
25.	Foreman / supervisor /data capturer	1
26.	Labourers	6
27.	LDV (1Ton)	1
28.	Trailer (1 Ton)	1
29.	Reflective bibs (with company name)	As per staff quota
30.	Gloves	As per staff quota
31.	Safety footwear	As per staff quota
32.	Gumboots	As per staff quota
33.	Trowels	As per staff quota
34.	Picks	As per staff quota
35.	Manhole lifters	As per staff quota
36.	Gully spades modified	As per staff quota
37.	Short spades modified	As per staff quota
38.	Trowels	As per staff quota
39.	Scoops	As per staff quota
40.	Brooms	As per staff quota
41.	Brushes	As per staff quota
42.	Sledge hammers	As per staff quota
43.	Rice bags	As per staff quota
44.	Traffic cones	As per staff quota

45.	Traffic accommodation signs	As per staff quota
46.	Harness and ropes (for deep catchpits)	As per staff quota
47.	Reflective bibs (with company name)	As per staff quota
48.	Gloves	As per staff quota
49.	Safety footwear	As per staff quota
50.	Gumboots	As per staff quota
51.	Safety/first aid kit	As per staff quota
52.	Gas detector (for deep catchpits)	As per staff quota
53.	Metered standpipe (ex. Water Services) or other potable resource	As per staff quota
54.	Picks	As per staff quota

5.9 AVERAGE PRODUCTION RATES

The Service Provider will at all times attempt to achieve the production rates tabled below. The Client reserves the right to impose penalties should a Tenderer not achieve the required production rates.

Table 1: Average production rate for hand cleaning of catchpits

ITEM	AVERAGE RATES (per worker per day)			
	Low Income	Medium Income	High Income	Industrial/CBD
Catchpits	5	8	10	4

Table 2: Average production rate for grass cutting of river banks, floodplains and stormwater ponds using weed eaters

ITEM	AVERAGE RATES (square meters per worker per day)
River banks, floodplains and stormwater ponds	800 - 1000

Table 3: Average production rate for litter picking of river banks, floodplains and stormwater ponds

ITEM	AVERAGE RATES (square meters per worker per day)
River banks, floodplains and stormwater ponds	200 - 500

5.10 Works Procedures

- 5.10.1 Works can only commence once the Service Provider receives an Official Purchase Order and with written instruction with an explanatory drawings/maps from the Director: Roads Infrastructure Management or his/her representative.
- 5.10.2 The method to be used for cleaning surface and catchpits will be as instructed by the Director: Roads Infrastructure Management or his/her Representative with teams and plant/equipment for the cleaning stormwater infrastructure as set out in the specification.(Section C.5)
- 5.10.3 Cleaning activities are undertaken by Labour Intensive Methods and teams must consist of a minimum of 80% local labour, and must comply with the minimum EPWP Designated Target Groups.
- 5.10.4 Service Providers are required to recruit workers via the CCT's Local Sub-Councils in accordance with the CCT's Latest EPWP Recruitment Policy/Guidelines.
- 5.10.5 The Director: Roads Infrastructure Management or his/her Representative is to be informed on a daily basis by telephonic and /or email correspondence as to the location of the cleaning teams by 08:00. Weekend work and public holiday work locations to be communicated the day before the break by 08:00. The previous days "Daily Report Sheets" are to be included with the work location information. Stormwater Infrastructure ready for inspection should be noted in the correspondence.
- 5.10.6 The Service Provider shall provide, at their own cost, his supervisory staff with cellular phones (including data) or radios for communication purposes. The Service Provider is to be contactable during normal working hours, either by telephone or mobile telephone.
- 5.10.7 The Service Provider must provide "Before and after" photographs of all cleaning activities. The Site Location of the cleaning activities to be indicated on a drawing/map issued to the Service Provider by the Director: Roads Infrastructure Management or his/her Representative. The "Before and After Photographs must be easily transferable from the camera/device via USB, Email, Link etc. Before and After Photographs must be of good quality indicating the date, time, location using "geotagging" or similar geo positioning and the Service Provider's details. The "Before and After" photographic evidence must be submitted with every payment invoice of work completed. The cost for the above must be included in the rates tendered. **No payment will be made if no "Before and After" Photographic evidence are submitted with their payment certificate.**
- 5.10.8 The Director: Roads Infrastructure Management or his/her Representative's decision as to whether surface infrastructure and catchpits are adequately cleaned will be final and will be based on whether it is reasonable and practical to remove any further material by normally accepted methods.
- 5.10.9 Cleaning 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, of that which was instructed, approved and indicated on drawings/maps issued by the Director: Roads Infrastructure or his/her Representative.
- 5.10.10 The equipment/plant and methods used shall cause no damage to infrastructure, property or fixtures and such damage as may be caused will be repaired by the CCT at the Service Provider's expense.
- 5.10.11 The Service Provider is to ensure that all materials causing blockages within stormwater infrastructure be properly dislodged and then removed and carted away to the specified disposal sites. If unable to unblock any system, the Service Provider must inform the Director: Roads Infrastructure Management or his/her representative
- 5.10.12 The Service Provider shall provide suitable equipment to trap sand, silt and debris at manholes. If the Service Provider is found to be illegally discharging excessive material into the downstream pipelines, fines will be imposed. Continuous infringements by the Service Provider may result in the suspension of the works and the initiation of the breach of contract process.
- 5.10.13 The Director: Roads Infrastructure Management or his/her representative may instruct the Service Provider to cease work if he deems the method of work to be unsatisfactory, a danger, health and safety risk or any in convenience to the public, or deemed to be impractical.

- 5.10.14 No work may be undertaken after normal hours, over weekends or public holidays unless prior permission and approval has been provided by the Director: Roads Infrastructure Management, or his/her representative.

5.11 GENERAL

- 5.11.1 All plant and equipment shall be maintained in a clean and serviceable condition.
- 5.11.2 The lip of the cover frame is to be cleaned, and all covers and grids properly seated, before moving to the next catchpit or manhole.
- 5.11.3 The channel for a minimum of two metres either side of the catchpit is to be cleaned of all sand, vegetation and debris. This is to be done by sweeping and not by washing with a high pressure jet.
- 5.11.4 The Service Provider is to satisfy himself that all infrastructures have been properly cleaned prior to leaving the site. Failure to do so will result in the issuing of penalties.
- 5.11.5 The Service Provider's foreman / supervisory agent at any worksite must be aware of the correct procedures to be followed if human remains are found in the course of normal cleaning operations. This includes corpses, body parts, infant corpses, etc. The SA Police Service must be notified immediately, and work must be suspended until a Police Officer has viewed the situation and given appropriate instructions.
- 5.11.6 Illegal dumping must be reported to the call centre at 086 010 3089.
- 5.11.7 Source of Water Supply - The Service Provider shall make his own arrangements with the relevant authorities for obtaining water for infrastructure maintenance and domestic purposes. The Service Provider shall pay for the water at the rates and tariffs as determined by the local authority, including the cost of supplying a metered standpipe as required.
- 5.11.8 Electricity - The Service Provider shall, at his own expense, be responsible for obtaining and distributing electricity required for infrastructure maintenance and domestic use. The cost of the distribution of electricity will be deemed to be included in the tendered rates.
- 5.11.9 Plugging of Pipes/Connections - No pipes/connections shall be plugged by the Service Provider, without the express written permission of the Director: Roads Infrastructure Management or his/her Representative, who may impose special conditions regarding precautions to be taken. In any event the Service Provider shall be responsible for ensuring that the backing up of water does not cause flooding or nuisance.
- 5.11.10 The Service Provider shall notify the Director: Roads Infrastructure Management or his/her Representative immediately of any major damage to existing stormwater infrastructure, which he may discover. All damages/broken/missing stormwater infrastructure are to be noted on the daily sheets and the Director: Roads Infrastructure Management or his/her Representative shall be notified in writing on a weekly basis of any such damages/broken/missing stormwater infrastructure.
- 5.11.11 In the event that a company is based outside the municipal area of the City of Cape Town a local office must be established within two weeks before the Commencement Date of the Contract.
- 5.11.12 The Service Provider may be called upon to assist the CCT with the cleaning or clearing of emergency blockages or special tasks for which he will be paid in accordance with the Price Schedules. The response time for such emergency callouts will be 4 hours i.e. from the time the call was received by the Tenderers to the time of arriving on site. In the event of an emergency outside normal hours, the minimum call out time of 4 hours will be paid to the Tenderer, regardless of the time (under 4 Hours) required to deal with the emergency. The response time for such emergency callouts will be 4 hours i.e. From the time the call is received by the Service Provider to the time of arriving on site.
- 5.11.13 The Service Provider must ensure that during the course of the contract have all the necessary and suitable plant and equipment to carry out the works and the required experienced supervisory staff.

5.12 ENVIRONMENTAL MANAGEMENT

Minimal Disturbance to Environment

5.12.1. General

All the sites must be treated as areas of significant environmental importance, the areas must be disturbed as little as possible, and environmental control measures implemented.

The site and surroundings are to be kept clean of silt, debris, waste etc. throughout the duration of the contract. Roads used for transporting material shall be kept clean, and dirt free on a daily basis. No separate payment will be made for this and it will be deemed to be included in the rate for the relevant items.

5.12.2. Pollution

The Service Provider shall at all times during the contract period take reasonable precautions to avoid pollution, noise or any other nuisance, especially because the site is within a residential area. In this regard the Service Provider shall abide by any decision of the Employer.

Pollution

The Service Provider shall abide by the relevant regulations of the Local Authority.

Dust

It is imperative that the Service Provider shall ensure that dust pollution is kept to an absolute minimum. To achieve this, he shall if necessary cease loading, off-loading or moving of dust generating materials during windy periods unless the materials are adequately wetted to control the dust to within acceptable limits.

The Service Provider will be required to keep all stockpiles, disturbed areas and the road formation adequately watered to control the nuisance caused by windblown sand and dust.

Mud/Debris

The Service Provider shall take all necessary precautions to control and eradicate any mud/debris nuisance in adjacent roads which may arise due to his operations on site, delivery of materials or disposal of spoil.

5.12.3. Access to Properties

The Service Provider shall organize the work in such a manner as to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work included in this contract.

The Service Provider may, with the approval of the Director: Roads Infrastructure Management or his/her Representative, make arrangements with the occupiers of the affected erven and properties to close off a portion of a street, road, footpath or entrance temporarily, provided the Service Provider duly notifies the occupiers of the intended closure and its probable duration and shall, as punctually as possible, re-open the route at the prescribed time. Where possible, the road shall be made safe and re-opened to traffic overnight. Any such closure shall be made by arrangement between the Service Provider and the occupiers and shall not absolve the Service Provider from his obligations under the contract to provide access at all times. Barricades, traffic signs and drums shall be provided by the Service Provider to suit the specific conditions.

5.12.4. Site Maintenance

Progressive and systematic finishing and tidying will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily and in the event of this occurring the Director: Roads Infrastructure Management or his/her representative shall have the right to withhold payment for as long as necessary in respect of the relevant works in the area(s) concerned.

5.13 TRAFFIC ACCOMMODATION

5.13.1. Safety

The Service Provider shall be responsible for the safe and easy passage of pedestrian and vehicular traffic past and/or over sections of roads of which he has occupation. The Service Provider shall at all times in his entire operations take the necessary care to protect the public and to facilitate the traffic flow.

The Service Provider may not commence with any part of the works before he has made adequate provision for the accommodation of traffic. The safety and convenience of the travelling public is to be considered of utmost importance and every effort must be made to ensure that no work may proceed on any public road until such time as the relevant road signs, flagmen, speed controls, barricades, delineators, cones etc. are in place and maintained, and that courtesy is extended to the public at all times.

The Service Provider shall ensure that his employees wear high visibility safety clothing when working alongside public traffic. The safety jackets shall be of an approved Level 2 type, bright/fluorescent orange, red-orange or yellow in colour with retro-reflective strips as indicated in Chapter 13 of Volume 2 of the South African Traffic Signs Manual (SARTSM). When work is carried out between the hours of sunset and sunrise, the Level 2 safety jackets shall be replaced by Level 3 jackets.

The travelling public shall have the right of way on public roads, and the Service Provider shall apply suitable methods for controlling the movement of his vehicles, plant and equipment that they will not constitute a hazard on the road.

Access to properties must be maintained at all times.

The Service Provider shall nominate a knowledgeable employee on site who shall be the Traffic Safety Officer responsible for the arrangements and maintenance of all accommodation of traffic measures required for the duration of the work. He shall exercise control in terms of traffic safety over the safe movement of personnel, visitors and plant on site including the wearing of high visibility clothing, the operation of amber flashing lights and for keeping all roads signs and traffic cones clean and visible. He shall attend to the training and performance of flagmen and other personnel involved in the control of traffic.

The Service Provider shall liaise with and co-operate with the relevant traffic authorities wherever the work affects existing roads.

5.13.2. Temporary Traffic-Control Facilities

The Service Provider shall provide, erect and maintain the necessary traffic-control devices, road signs, channelization devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control facilities), as shown in the South African Road Traffic Signs Manual (SARTSM), and shall remove them when no longer required. It shall be incumbent upon the Service Provider to see to it that the above-mentioned traffic-control facilities are present at all times and are functioning properly.

Work, including the erection and removal of traffic control facilities, shall be executed between sunrise and sunset on Monday to Saturday, inclusive. Occupation of existing traffic lanes will only be allowed during daylight hours on normal working days, which are defined as Monday to Saturday, inclusive. The existing number of lanes for each traffic movement affected by infrastructure maintenance shall not be reduced without the written authorization of the the Director: Roads Infrastructure Management or his/her representative.

The Service Provider shall determine the particular accommodation of traffic layout(s) on the drawings suitable to the cleaning exercise(s) planned. The Service Provider shall submit the layout proposals for signage and accommodation of traffic to the Director: Roads Infrastructure Management or his/her representative for approval.

The Service Provider shall indemnify the employer against all proceedings, claims, actions, damages and costs which may arise from or be related to the absence or improper functioning or placement of traffic-control facilities.

No claims will be considered for delays or inconvenience caused by the accommodation of traffic requirements.

The type of infrastructure maintenance, spacing and placement of traffic-control facilities shall be in accordance with the prescriptions and recommendation of the latest edition of SARTSM.

The Traffic shall be accommodated on the existing surfaced carriageway and shoulders. No bypasses or temporary deviations shall be constructed. Accommodation of traffic will generally be carried out by closing off one lane of traffic at a time and accommodating the traffic on the other lane(s).

5.13.3. Traffic-Control Devices

Traffic-control devices include the use of flagmen and portable STOP and GO-RY signs, and traffic signals, whichever may be the most suitable method under the prevailing circumstances. Traffic signals shall only be erected if approved by the Engineer.

If a road is partially closed and one-way traffic only is allowed over a section of road of which the length exceeds 250 m, the traffic shall be regulated by flagmen and STOP and GO-RY signs at both ends of such section. If it is necessary for effective communication between the flagmen, an approved two-way communication system shall be in operation at the control points.

Flagmen shall have a working knowledge of the road regulations.

Temporary traffic-control facilities shall be provided with portable stands adequately ballasted with sandbags to prevent the signs from being blown over by wind or wind turbulence from moving traffic.

5.13.4. Road Signs and Barricades

Road signs shall include all the statutorily required road signs in the permanent or temporary series, which shall also include delineators and moveable barriers (the barrier/sign combination type), or an appropriate combination thereof.

5.13.5. Channelization Devices and Barricades

Channelization devices shall include delineators, cones, barricades, guardrails, barriers, road studs or road markings or any appropriate combination of these devices.

5.13.6. Warning Devices

Vehicles and plant operating on the works shall be equipped with rotating amber flashing lights. All lights shall be visible at all times and from all sides. The flashing lights shall be on at all times when the vehicles and plant are used on the site.

5.13.7. Accommodation of Traffic Layout categories

Appended to this General Section is an extract from the South African Road Traffic Signs Manual Volume 2 Chapter 13 – Roadworks Signing. This is provided to illustrate the Accommodation of Traffic Layout Categories. The Service Provider shall comply with the complete manual when implementing accommodation of traffic measures.

5.13.8. Measurement and Payment

There are no specific pay items for accommodating traffic and complying with this Specification and the South African Road Traffic Signs Manual (SARTSM). The rates tendered for cleaning and dayworks shall include full compensation for the provision of a Traffic Safety Officer, communications equipment, maintaining accesses to properties, provision, moving between setups and maintenance of traffic-control facilities including road signs, traffic signals, channelization devices, barricades, warning devices, flashing lights, flagmen, barriers, delineators, cones, barricades, road studs and road marking.

5.14. LIAISON WITH LOCAL AUTHORITIES

The Service Provider will have to liaise with local authorities regarding the following matters:

- (a) Dealing with traffic.
- (b) Locating of existing underground services.
- (c) Protection of existing services during infrastructure maintenance operations.

All the relevant authorities were notified of above operations. It is then the Service Providers' onus to immediately contact all these authorities and to accommodate their involvement in his programme of work. The Service Provider should also warn the authorities at least 48 hours before the actual work commence. Compensation for delays, losses or accidents will not be considered should the Service Provider at any time have failed to keep the local authorities informed.

The Director: Roads Infrastructure Management or his/her Representative must immediately be notified, should the Service Provider experience any problem regarding work, which involves a local authority.

5.15. HEALTH AND SAFETY REQUIREMENTS

5.15.1. Watching and Lighting

The Service Provider shall provide and maintain at his own cost all lights, guards, fencing and watching necessary for the safety and convenience of the public. Unattended open manholes and/or catchpits are to be protected by at least three cones and the opening is to be covered with an extruded mesh grid or similar.

5.15.2. Protection of Services

5.15.2.1. Existing Services

"Existing Service" shall include any service which has been temporarily taken out of service to allow for the execution of the works or which has been taken out of service as a result of an event which necessitated the execution of the works.

5.15.2.2. Condition of Existing Services

The Service Provider acknowledges that he has inspected and examined all known existing services and all existing services subsequently discovered and is satisfied that all such services were in an acceptable and serviceable state at the commencement of the works.

In the event of a dispute as to the acceptability and/or serviceability of an existing service at the commencement of the works or upon the discovery of such service, the Service Provider shall bear the onus of proving that the service in question was not in an acceptable and/or serviceable state at the commencement of the works.

5.15.2.3. Maintenance and Protection of Existing Services

During the course of the works, all existing services including watermains, sewers and stormwater reticulation, electricity transmission and telephone lines, cables, poles and conduits whether in service or not shall be protected, supported and maintained to the satisfaction of the service authority or department concerned and the Employer. The Service Provider shall bear all costs in this regard.

Where on account of location or level, existing services have to be permanently altered to accommodate the proposed service; the Council will pay all charges in connection therewith. Hydrants under pressure, watermain valve covers and manholes shall be kept unobstructed and accessible at all times.

5.15.2.4. Work in Close Proximity to Existing Services

The Tenderer shall note that no mechanical excavators or vibratory type compactors may be used within three (3) metres of any telecommunications or electrical services. No pegs or stakes shall be driven into the ground in the vicinity of underground services unless their exact positions have been determined.

The Tenderers attention is drawn to the following with regard to work done in proximity of ESKOM and other electrical services:

MACHINERY AND OCCUPATIONAL SAFETY ACT (Act No 6 of 1983) WITH REGULATIONS, AS AMENDED

D16 (7) excavations

"The builder or excavator shall ascertain as far as practicable the location and nature of underground services likely to be affected by the excavation and take such steps as may be necessary to prevent danger to persons"

THE ELECTRICITY ACT (ACT No 40 of 1958), AS AMENDED

Section 51(3): Offences and penalties

"Any person without legal right (the proof of which shall be upon him) cuts or damages or interferes with any apparatus for generating, transmitting or generating electricity, shall be guilty of an offence and liable on conviction to a fine not exceeding R 1 000.00 or to imprisonment for a period not exceeding twelve months."

The Service Provider shall allow all reasonable access to the representatives of any Authority or department for the purpose of maintaining, laying and/or relaying any services, cables or mains during the period of the Contract.

Permanent alterations to existing services ordered in writing by the Employer, and for which no separate provision has been provided has been made in the Price Schedule, will be paid for under dayworks or extra works if required

5.15.3. Health and Safety Management

It is the responsibility of the Service Provider to provide for all costs and expenses related to the management of and compliance with the OHS Act and this specification.

The service provider shall, after performing a risk assessment, prepare a health and safety plan in with relation to, stormwater surface infrastructure cleaning, for approval by the Employer.

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

- The safety management structure including the names of all designated persons such as the supervisor and any other competent persons;
- Safety method statements and procedures to be adopted to ensure compliance with the OHS Act. Aspects to be dealt with shall include:
 - The storage and use of materials;
 - The use of tools, chemicals, vehicles;
 - Security, access control and the exclusion of unauthorized persons;
 - The provision and use of temporary services;
 - Safety equipment, devices and clothing to be employed;
 - Emergency procedures;
 - Induction and training;
 - Arrangements for monitoring and control to ensure compliance with the safety plan

5.16 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".

5.17 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.

5.18 FORMS FOR CONTRACT ADMINISTRATION

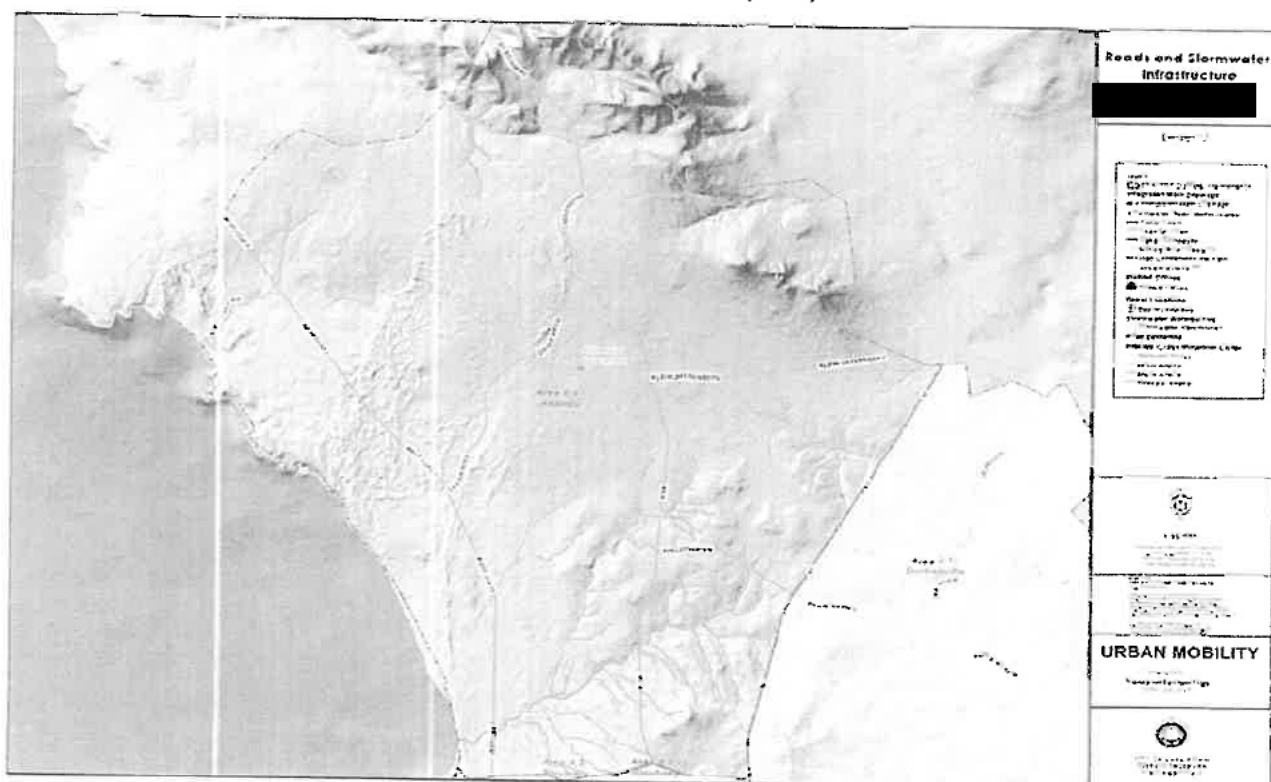
The Supplier shall complete, sign and submit with each invoice, the following:

- a) Monthly Project Labour Report (described below)

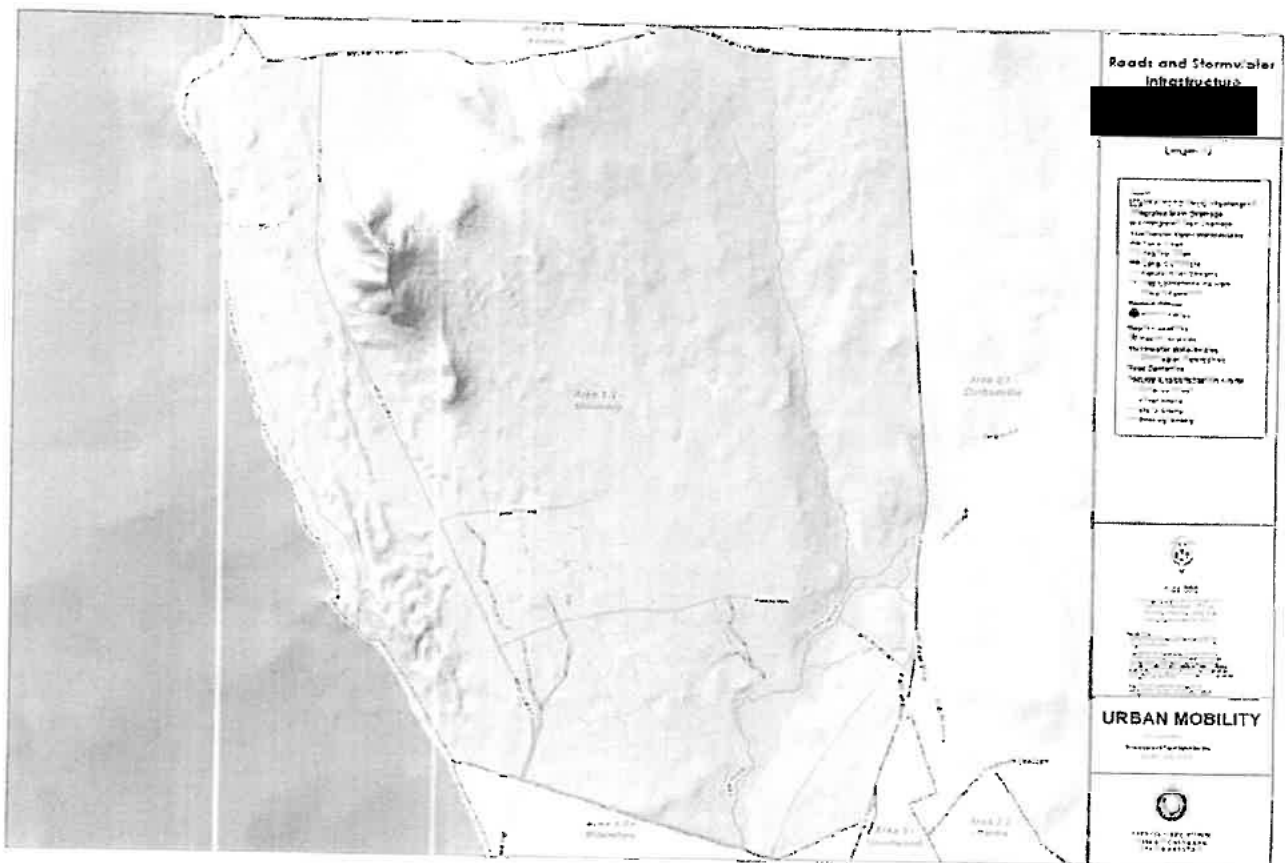
The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R500.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

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

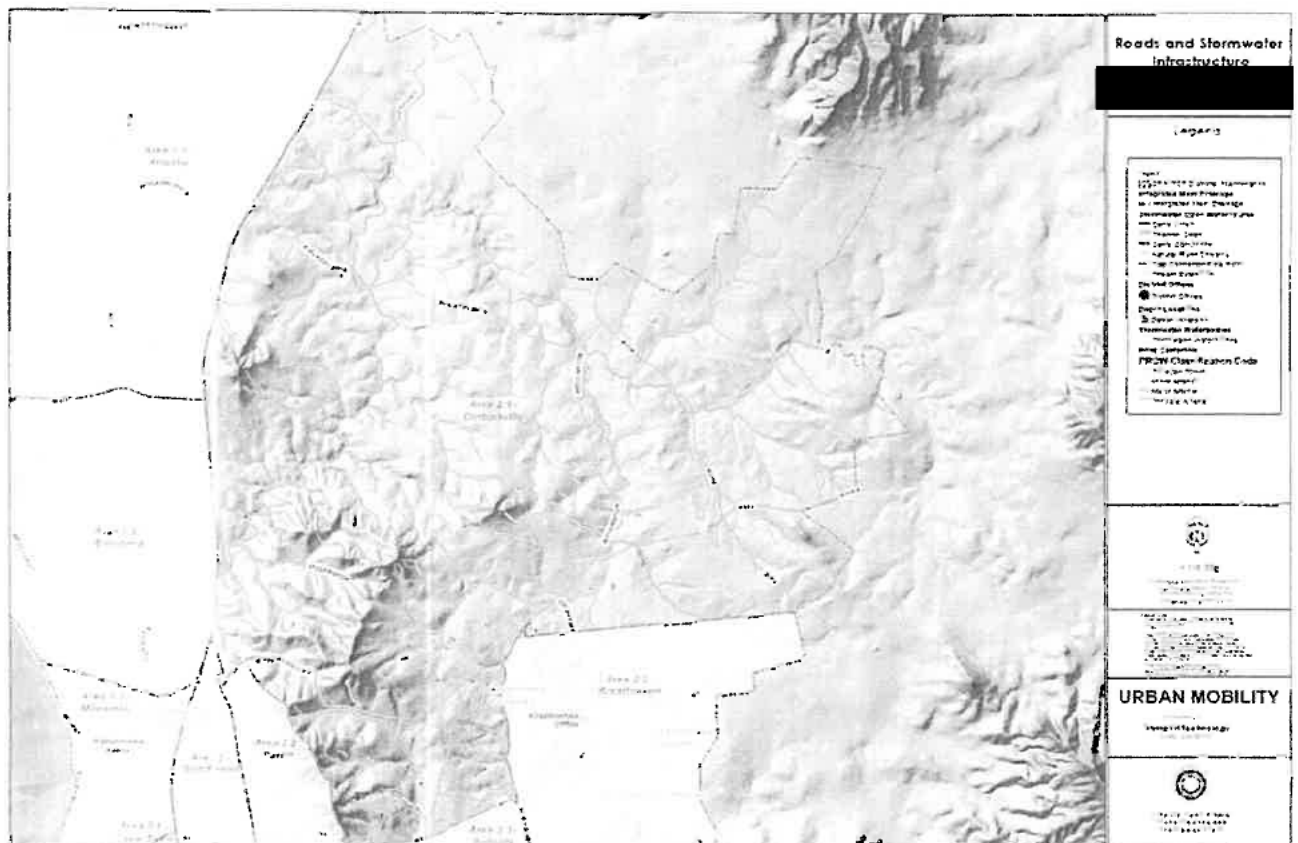
DISTRICT AREA MAPS (1 - 21)

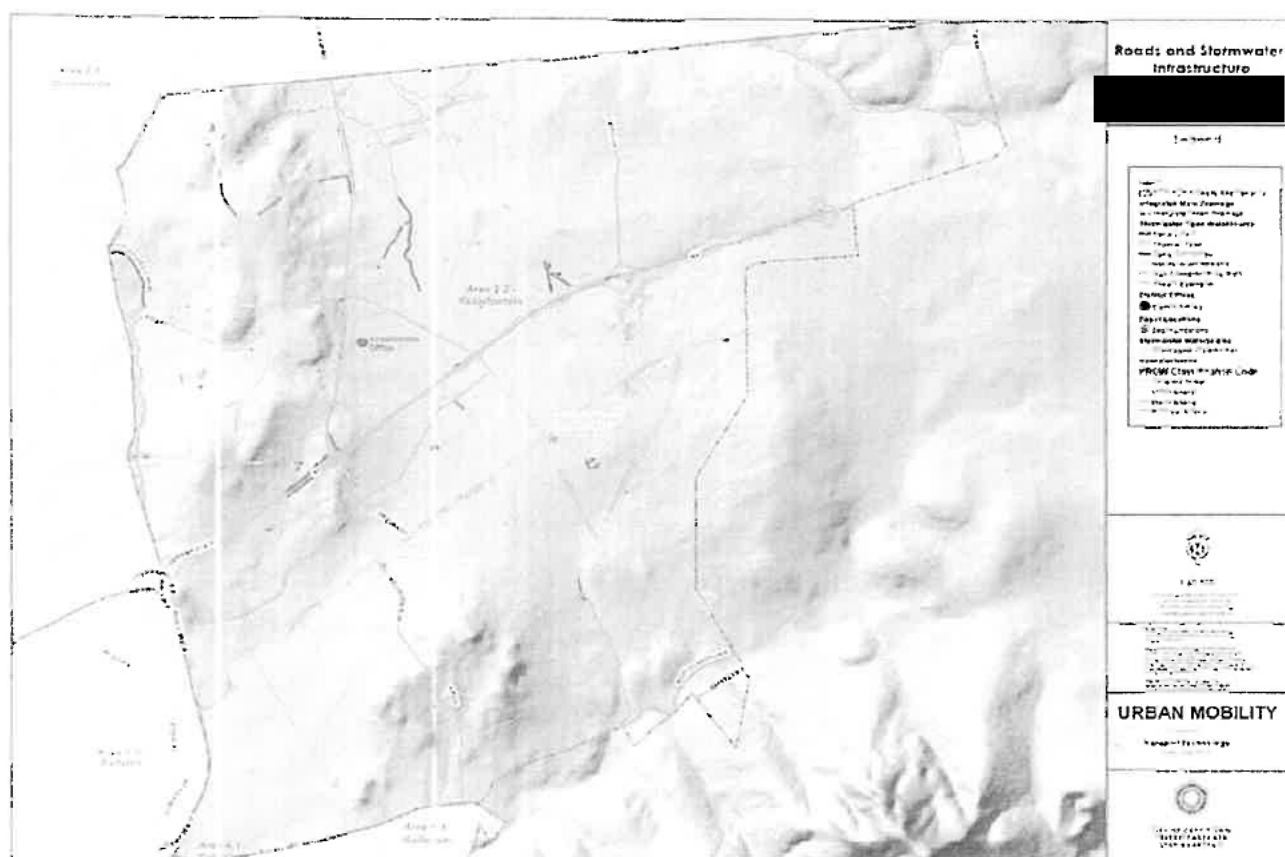


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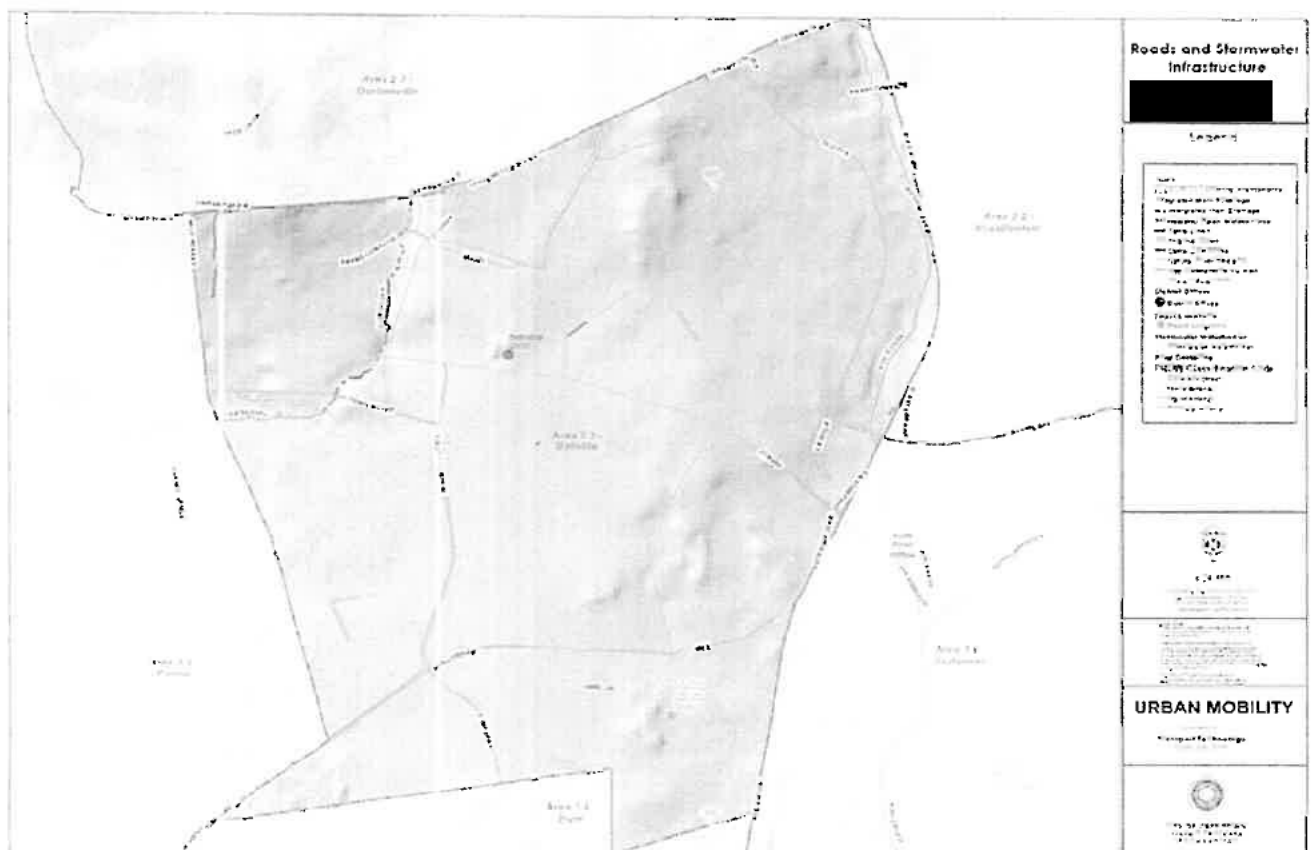




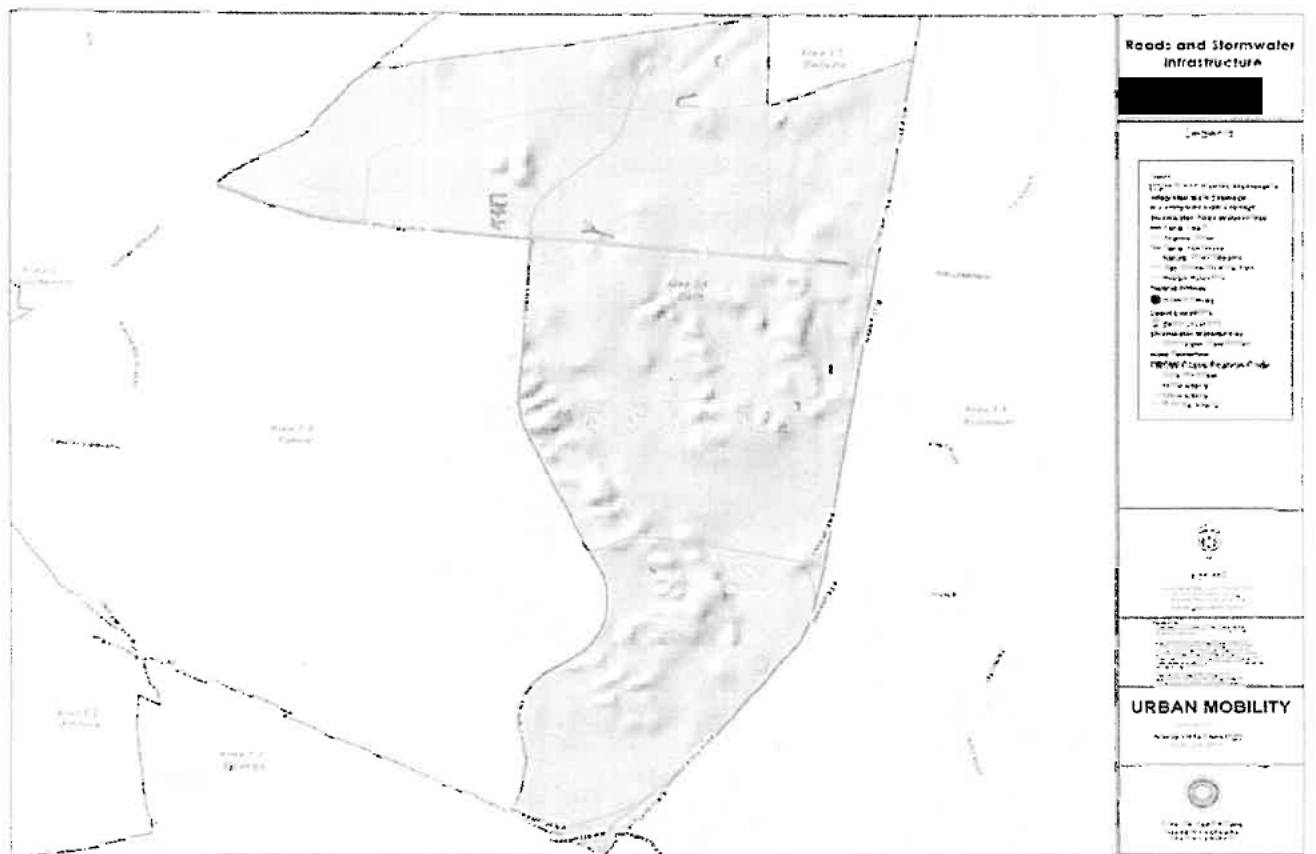


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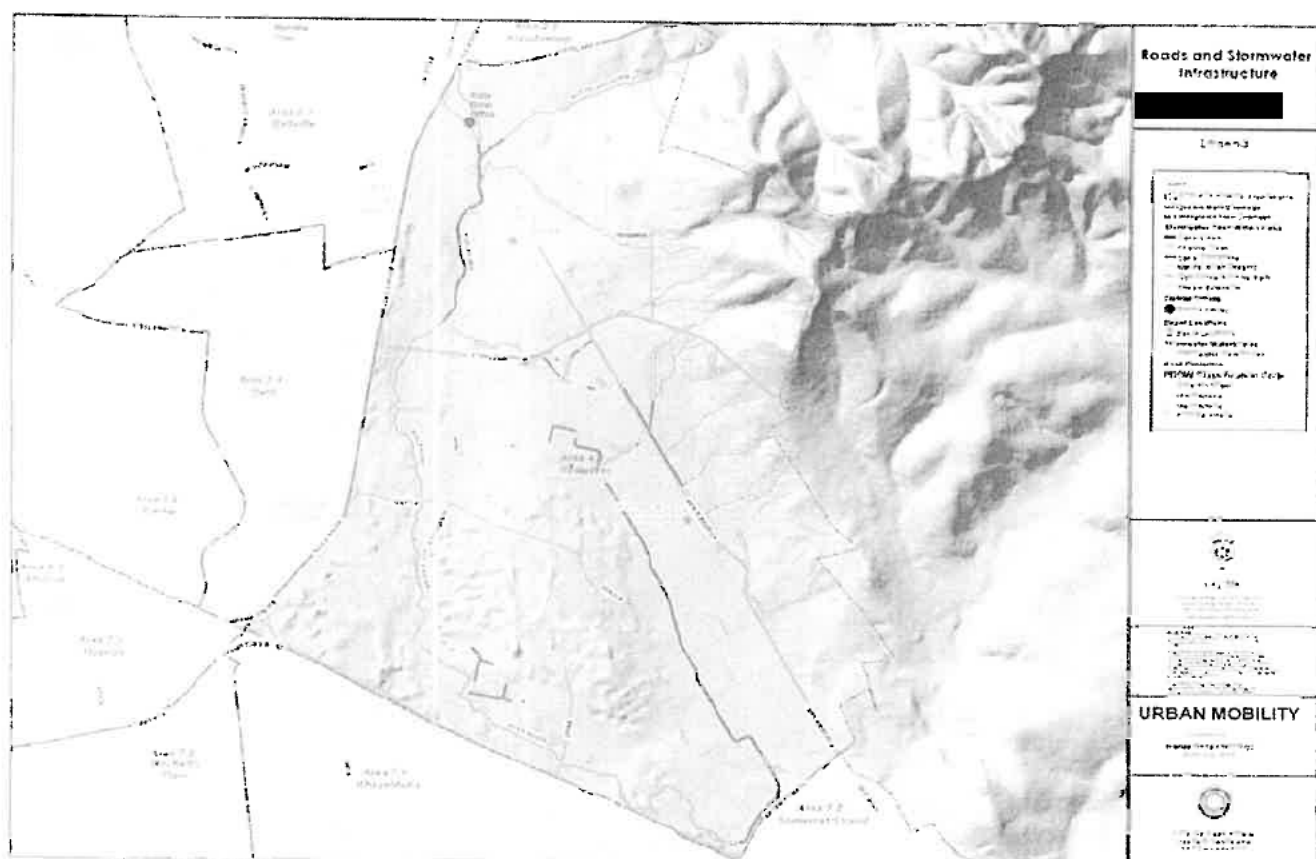




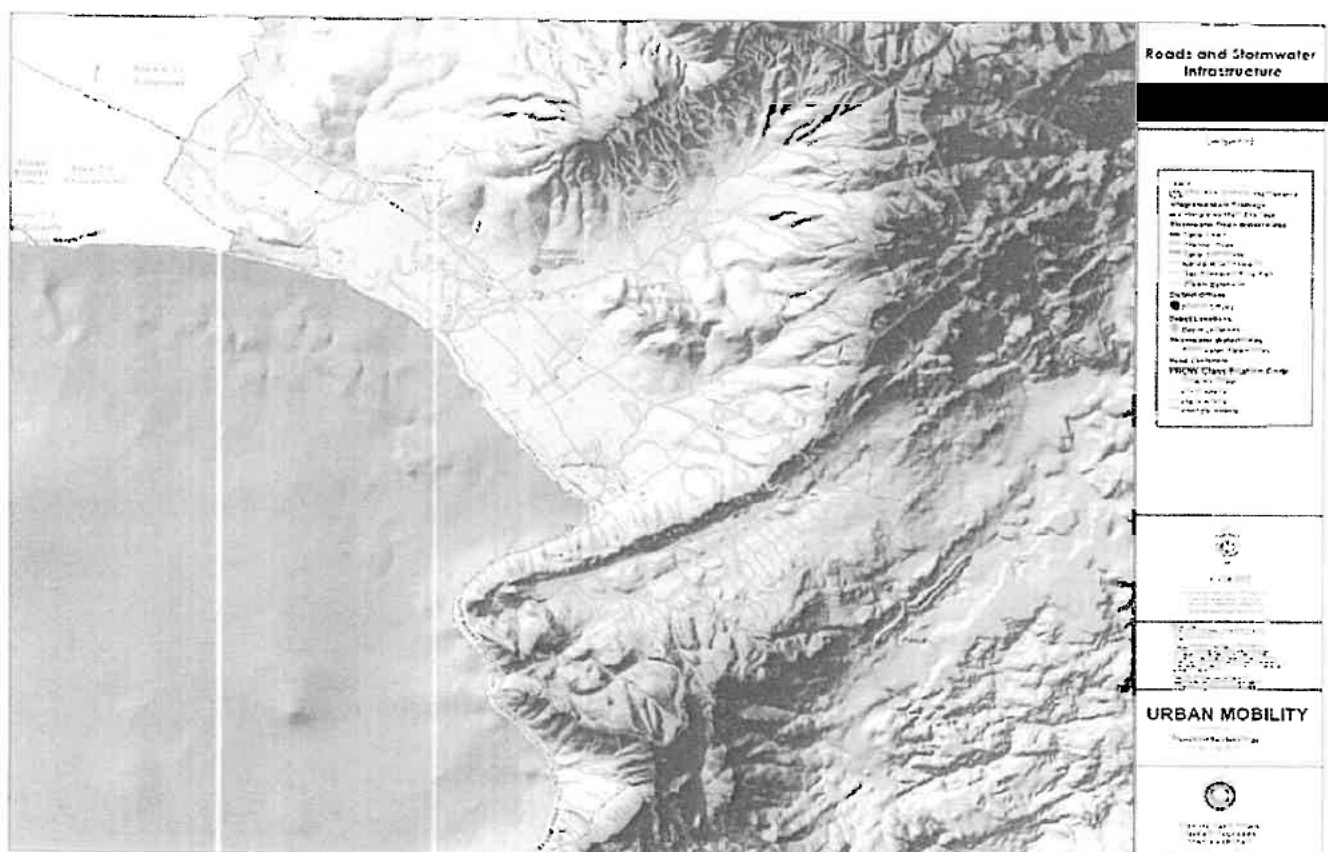
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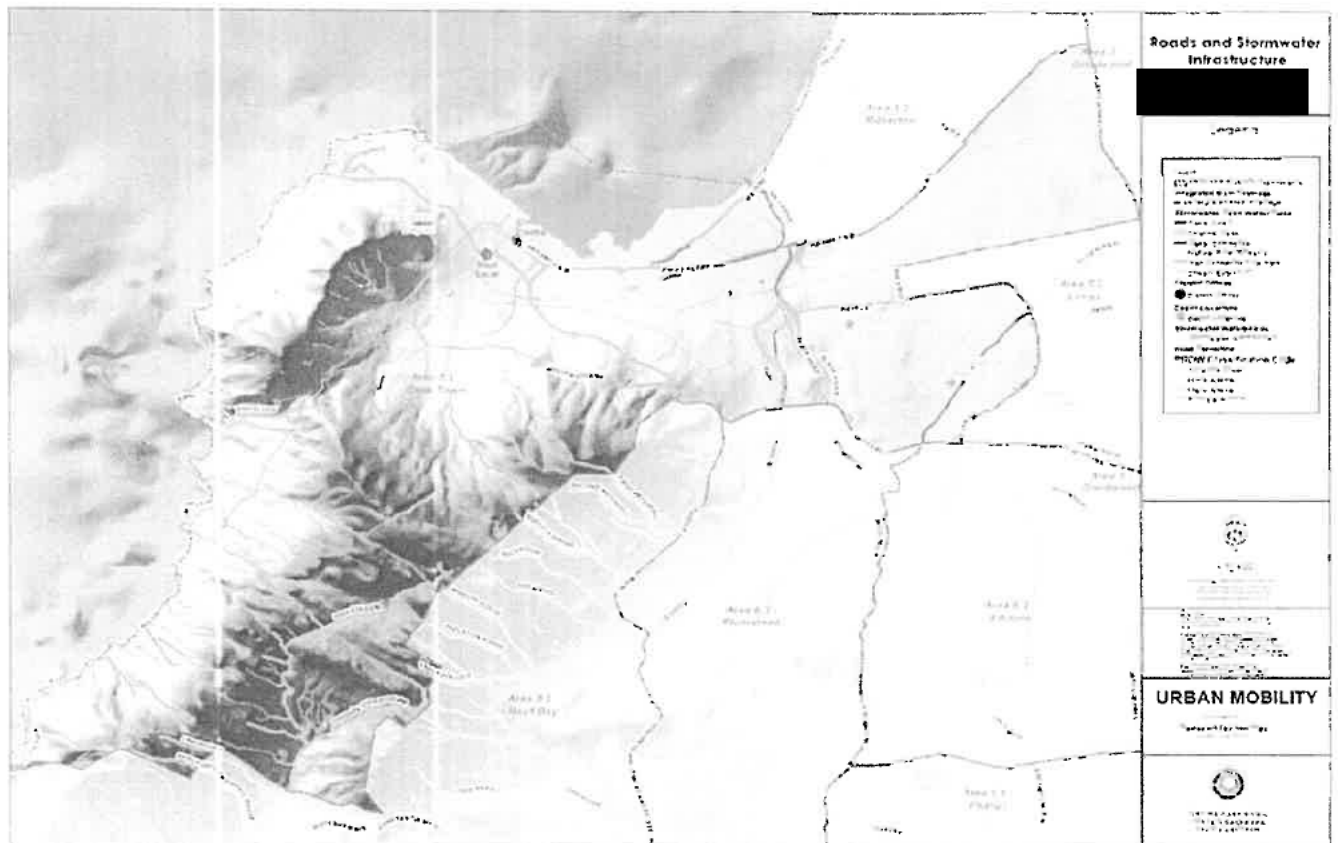
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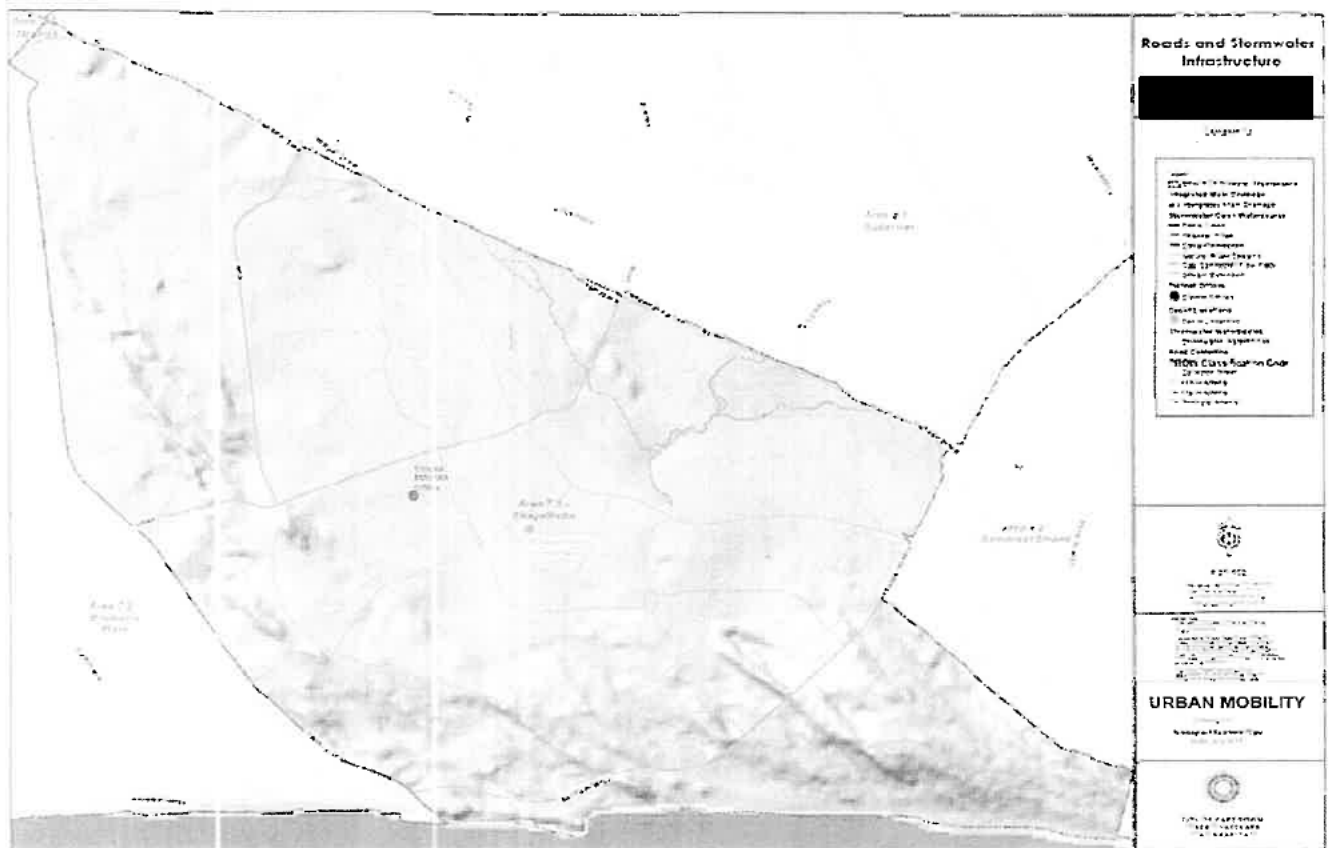
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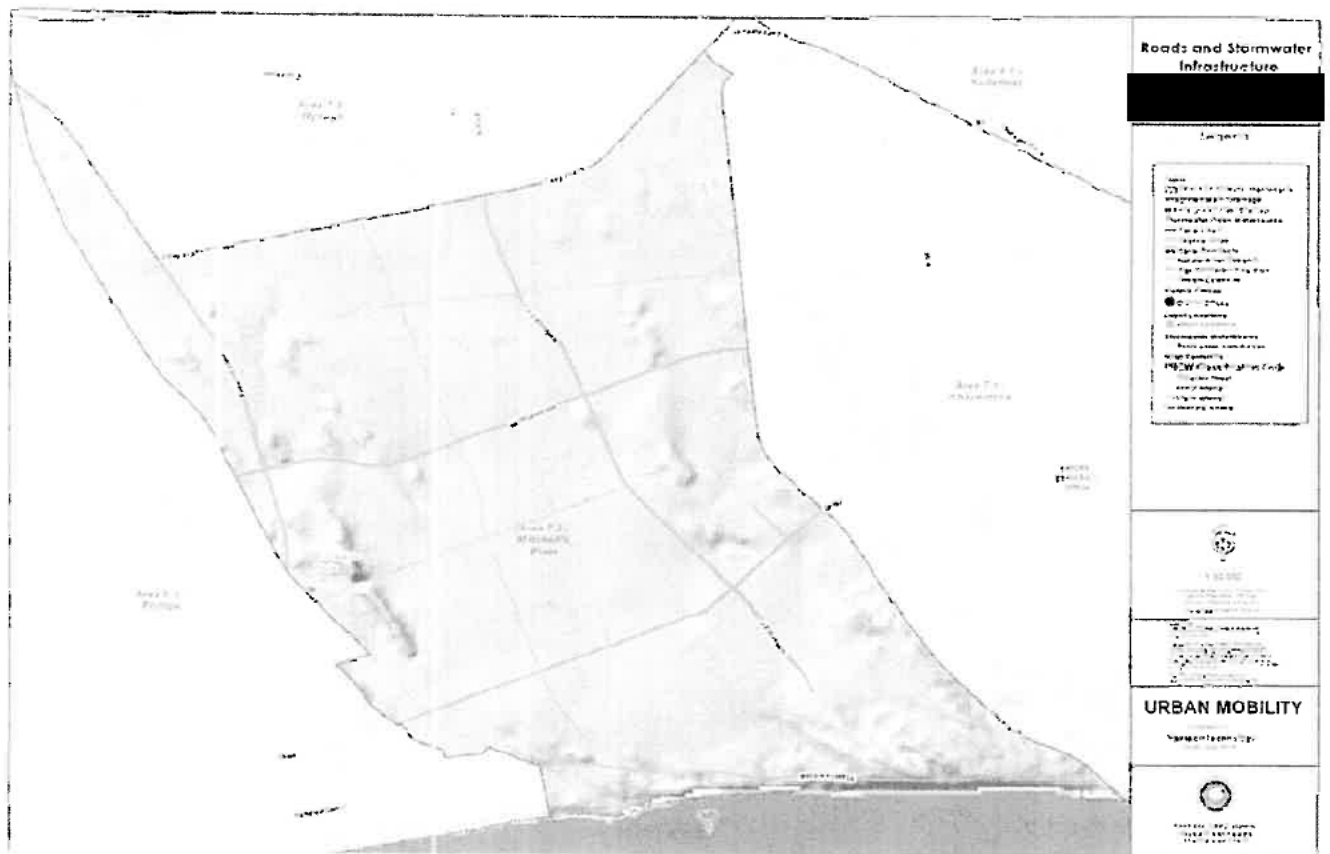


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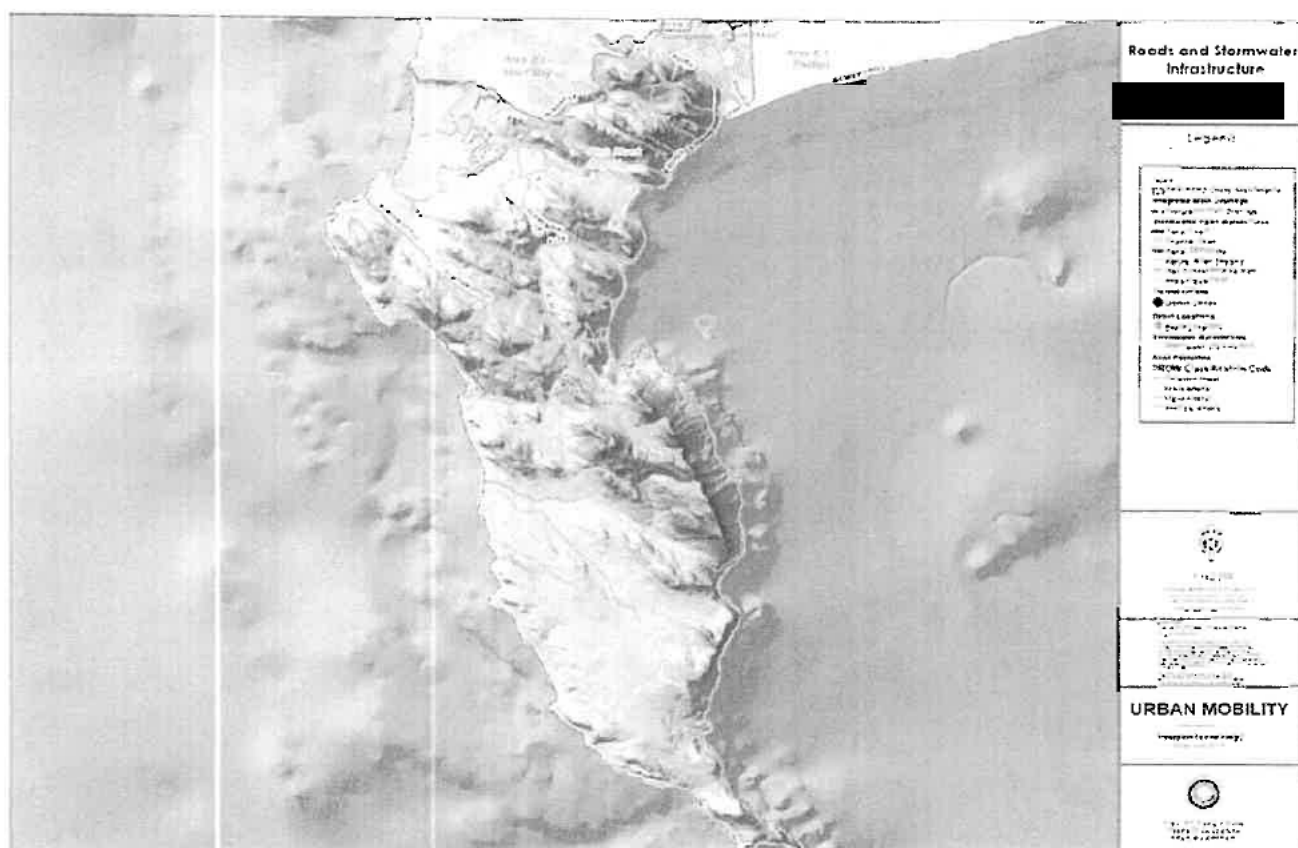
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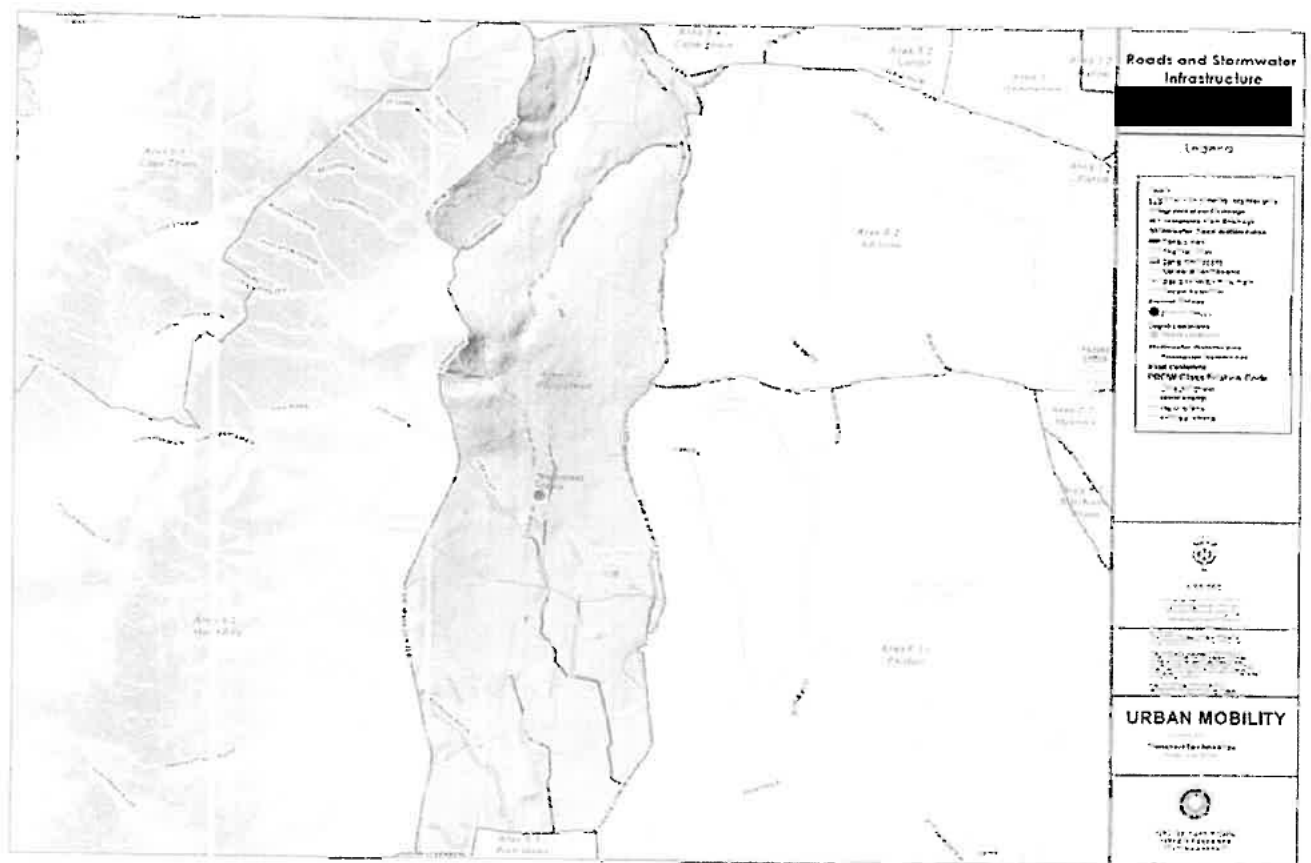
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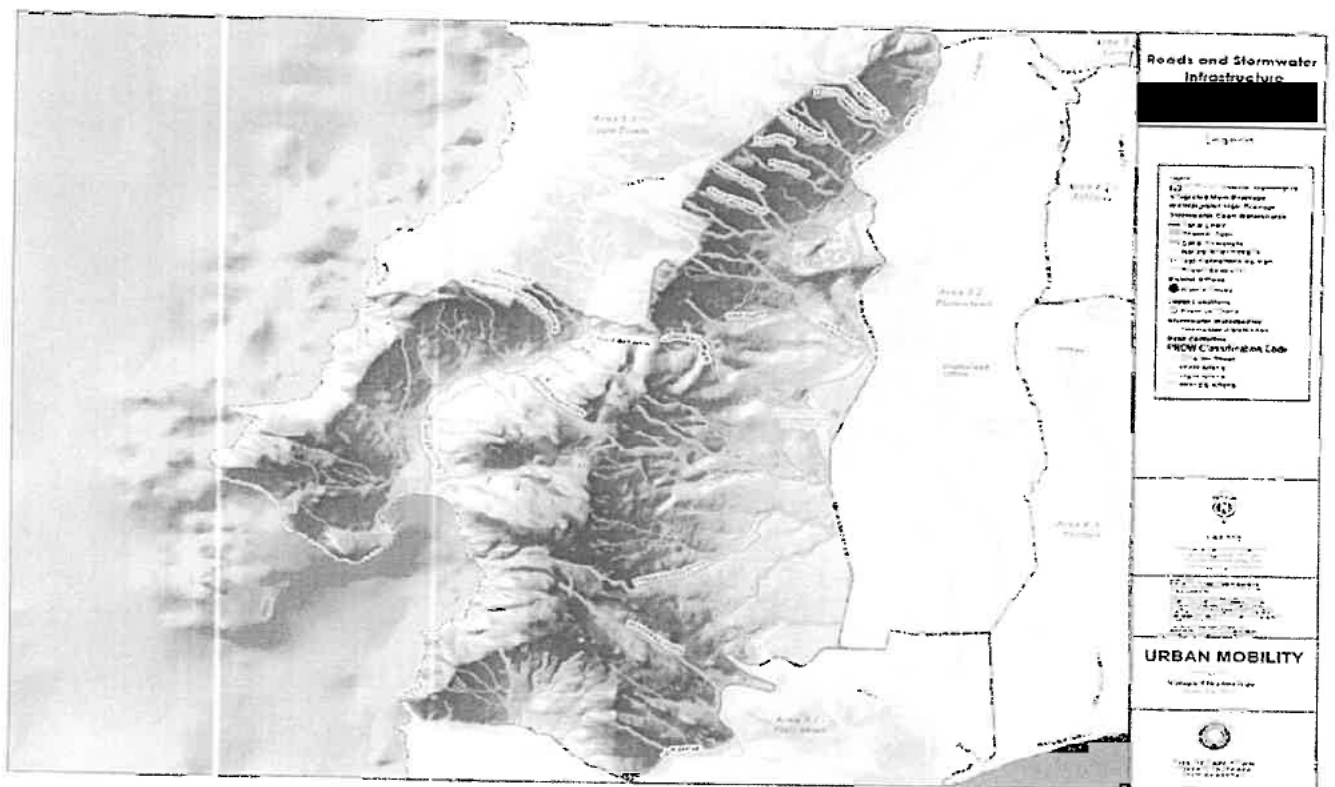
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C.6 SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Insert new clause 1.1A with the following:

- 1.1A "Commencement Date" means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).
- 1.1B "Conditions of Contract" means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

- 1.21 'Purchaser' means the City of Cape Town. The address of the Purchaser is 12 Hertzog Boulevard, Cape Town, 8001 (chosen domicilium citandi et executandi).

Add the following after Clause 1.25:

- 1.26 'Supplier' means the provider of Goods and / or Services with whom the Contract is concluded also referred to as "contractor" in the GCC.
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites
- 1.28 "Working Day" means Monday to Friday excluding weekends and Public Holidays (in the Republic of South Africa).

3. General Obligations

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

- 3.2 The Parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the Contract and shall carry individually the minimum levels of insurance stated in the Contract, if any.

- 3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all charges required by such authorities.
- 3.4.1 The Parties agree that this Contract shall also be subject to the CCT's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised as amended from time to time. If the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also be applicable to the Contract. Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.
- 3.5 The Supplier shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and no later than the periods as set out in the Contract:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee,
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11),
 - c) Initial delivery programme, and
 - d) Other requirements as detailed in the Contract.
- 3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services in accordance with the Contract, to the satisfaction, of the Purchaser.
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the Goods and/or Services including any temporary services that may be required.
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the Goods.
- 3.5.5 Be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions.
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy.
- 3.5.7 Comply with all written instructions from the Purchaser subject to clause 18.
- 3.5.8 Complete and Deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21.
- 3.5.9 Make good at his own expense, all incomplete and defective Goods during the warranty period.
- 3.5.10 Pay to the Purchaser any penalty for delay as due on demand by the Purchaser. The Supplier hereby consents to such amounts being deducted from any payment due to the Supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the Goods in accordance with the Contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The Purchaser shall:
- 3.6.1 Issue Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order

has been issued to the Supplier.

- 3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.
- 3.6.3 Take possession of the Goods and /or Services upon Delivery by the Supplier.
- 3.6.4 Regularly inspect the Goods to establish that it is being delivered in compliance with the Contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the Contract.
- 3.6.6 Grant or refuse any extension of time requested by the Supplier of the period stated in clause 10.
- 3.6.7 Inspect the Goods and/or Services to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the Supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

The ownership of data and factual information collected by the Supplier and paid for by the Purchaser shall, after payment, vest with the Purchaser.

- 5.6 **Publicity and publication**
The Supplier shall not release public or media statements or publish material related to the services or agreement within two (2) years of Delivery of the Goods, without the written approval of the Purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both Parties shall keep all information obtained by them in the context of the agreement, confidential and shall not divulge it without the written approval of the other Party.
- 5.8 **Intellectual Property**
 - 5.8.1 The Supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Purchaser.
 - 5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, unless the Parties expressly agree otherwise in writing.
 - 5.8.3 The Supplier shall, and warrants that it shall:
 - 5.8.3.1 Not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;
 - 5.8.3.2 not modify, add to, change or alter the Purchaser's Intellectual Property, or any information or data related thereto, nor may the Supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such

product, the product shall be, and be deemed in law to be, owned by the Purchaser;

- 5.8.3.3 Not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Purchaser;
- 5.8.3.4 Comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the CCT Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the Supplier from time to time;
- 5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.8.4 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 175 000.00 per District Area being [1%] 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 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 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 six (6) 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.

- 16.6.1 The Advance Payment Schedule applicable to this Contract is set out below. The items of plant and materials which have been identified by the Purchaser as being suitable for advance payment in terms of this Contract are listed in the table below, and for which the Purchaser is prepared to make advance payment to the Supplier, subject to the conditions below. Should an item or items be added to the list at tender stage by a tenderer, no obligation to advance payment shall be incurred by the Purchaser, for such items added by the tenderer except as provided for herein.

Plant and materials which have been manufactured and are stored by the supplier	Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third party manufacturer/supplier, and which may be stored by the supplier:
Not Applicable	Not Applicable

- 16.6.2 The Supplier can only rely on advance payment being permitted by the Purchaser in respect of the plant and materials listed in the table above. The Purchaser may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Supplier.
- 16.6.3 Advance payment for the purposes of deposits will only be provided up to a limit of 0 % of the value of any one item being claimed.
- 16.6.4 The Supplier shall provide the Purchaser with documentary evidence of the terms and conditions for which a deposit with order is required by a third party manufacturer/supplier, together with the advance payment guarantee.
- 16.6.5 The Supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the Supplier. The Supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the Purchaser upon request, for the whole value of the item.

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: F.1 (D) LOCAL SOUTH AFRICAN CONTENT - STATS SA CONSUMER PRICE INDEX and F.1.(E) LOCAL SOUTH AFRICAN CONTENT – SECTORIAL DETERMINATION 6: PRIVATE SECURITY SECTOR

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 not 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 1,0% (one percent) of the purchase order price per working day, for each day of the delay.

In addition to the above the following fines shall be imposed:

The Director: Roads Infrastructure Management or his/her representative shall issue spot fines if the Service Provider infringes on the specifications of the contract. The Service Provider shall be advised in writing of the nature of the infringement and the amount of the spot fine. The Service Provider shall also take the necessary steps (e.g. training) to prevent a recurrence of the infringement.

The Service Provider is also advised that the imposition of spot fines does not replace any legal proceedings the authorities, land owners and/ or members of the public may institute against the Service Provider.

Spot fines shall be between R1500 and R3 500, depending upon the severity of the infringement. The decision on how much to impose will be made by the Director: Roads Infrastructure Management or his/her representative and will be final.

In addition to the spot fine, the Service Provider shall be required to make good any damage caused as a result of the infringement at his own expense.

Additional fines as determined by the Director: Roads Infrastructure Management or his/her representative can be added to the list above. Spot fines will be deducted from the next invoice prior to the addition of VAT and will be indicated as such on the invoice. The Director: Roads Infrastructure Management or his/her Representative may also order the Service Provider to suspend part or all the works if the Service Provider repeatedly infringes (i.e. more than 3 cases of infringements).

PRELIMINARY LIST	FINE PER OFFENCE
No proper signage and cones;	R2500
Un-roadworthy and unlicensed vehicles;	R1500
No company name on safety bibs;	R1500
Material left overnight without permission;	R3500
No safety bibs/vests	R1500
Littering of the site and surrounds;	R1500
Burying waste on site and surrounds;	R2500
Not using the proper ablution facilities;	R1500
Spillage onto the ground of oil, diesel, etc.;	R1500
Illegal dumping of material removed from the stormwater infrastructure;	R3500
Washing excessive material downstream.	R1500
Monthly reporting not submitted	R2500
Failure to supply full and complete EPWP documents to the City of Cape Town, including late submission	R1500/day
Failure to comply with any Health and Safety instruction from the Employers Health and Safety Agent within the stipulated time frame	R3000

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

If the Supplier fails to remedy the breach in terms of such notice.

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the Supplier, the Contract may also be terminated:
- 23.8.1 Upon the death of the Supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 If the Parties, by mutual agreement, terminate the Contract.
- 23.8.3 If a material irregularity vitiates the procurement process leading to the conclusion of the Contract, rendering the procurement process and the conclusion of the resulting Contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).
- 23.8.4 Reputational risk or harm to the Purchaser
- The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate the contract if the implementation of the contract may result in reputational risk or harm to the Purchaser as a result of (inter alia):
- a) reports of poor governance and/or unethical behaviour;
 - b) association with known notorious individuals and family of notorious individuals;
 - c) poor performance issues, known to the Purchaser
 - d) negative social media reports;
 - e) adverse assurance (e.g. due diligence) report outcomes; or
 - f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.48), 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 [REDACTED]

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 – Section C.8). Any failure in this regard may result in a delay in the processing of payments.

C.7 GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

2. Application

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

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

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

3. General

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

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

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

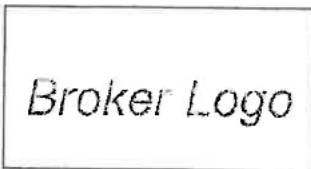
33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

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.: 96S/2024/25

TENDER DESCRIPTION: CLEANING OF STORMWATER INFRASTRUCTURE BY LABOUR INTENSIVE METHODS

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ *(Supplier's Insurance Broker)*

Annexure B – Monthly Project Labour Report

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORTCITY OF CAPE TOWN
ISIREKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

- General**
- The Monthly Project Labour Report must be completed in full using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
 - Incomplete / incorrect / illegible forms will not be accepted.
 - Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
 - This document is available in Microsoft Word format upon request from the City's EPWP office, tel: 021 400 9406, email EPWP@capetown.gov.za.
- Project Details**
- If a field is not applicable insert the letters: NA.
 - Only the Project Number supplied by the Corporate EPWP Office must be entered.
 - The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
 - On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.
- Beneficiary Details and Work Information**
- Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.
 - A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
 - Was the beneficiary sourced from the City's job seeker database?
 - The contract end date as stated in the beneficiary's employment contract.
 - Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reentered on this form at all for the month in question.
 - Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month.
 - Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.
- Submission of Forms**
- Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (pdf) format, together with the completed form in Microsoft Excel format.
 - Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
 - If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

Numbers in cells below e.g. (6) refer to the relevant instruction above for completing and submitting forms

CONTRACT OR WORKS		EPWP SUPPLIED										
PROJECT NAME: (5)		PROJECT NUMBER: (6)										
DIRECTORATE:		DEPARTMENT:										
CONTRACTOR OR VENDOR NAME		CONTRACTOR OR VENDOR										
CONTRACTOR OR VENDOR		E-MAIL ADDRESS:										
CONTACT PERSON:		CONTRACTOR OR VENDOR										
		TEL. NUMBER:										
		CELL WORKS										
PROJECT LABOUR REPORT CURRENT MONTH (mark with 'X')												
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR
ACTUAL START DATE (yyyy/mm/dd)				ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd)				(7)				
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)												
R												

TENDER NO: 96S/2024/25

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION



CONTRACT OR WORKS PROJECT NUMBER:		Year		Month		Sheet		of				
(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)			
No.	First name	Surname	ID number	New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	Sub sector Database (Y/N)	Contract start date (DDMMYY)	Contract end date (DDMMYY)	No. days worked this month (excl. training)	Training days	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...]

Annexure D - Pro Forma Advance Payment Guarantee

NOT APPLICABLE

Annexure F - Tender Returnable Documents**Schedule F.1: Contract Price Adjustment****1. TENDER CONDITIONS**

- 1.1 The Contract Price Adjustment (CPA) mechanism and/or provisions relating to Rate of Exchange (RoE) Variation, contained in this schedule is compulsory and binding on all Tenderers/Suppliers and this schedule (the parts relevant to the particular tender) must be completed by all Tenderers / Suppliers.
- 1.2 Tenderers/Suppliers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule.
- 1.3 Tenderers are not permitted to offer fixed and firm prices except as provided for in the Price Schedule.

2. CPA PROVISIONS SELECTION

- 2.1 The prices stipulated on the Price Schedule are subject to adjustment as set out below.
- 2.2 Tenderer to indicate the specific CPA and/or RoE provisions applicable to their bid by marking the relevant checkboxes below. Tenderers to note that the CPA and/or RoE provisions are not exclusive and multiple CPA Types can exist if the bid contains both local and foreign exchange based pricing. In such cases the CPA and/or ROE provision applies only to that particular portion of the tendered price.
- 2.3 The CPA and/or RoE provisions applicable to this tender and resulting contract are to be indicated below by checking the relevant boxes (with multiple selections only where indicated permissible):

	<u>Indicate option</u>	<u>CPA Type</u>	<u>Period</u>	<u>Refer to Section</u>
A	☐ N/A	FIRM PRICES as per Pricing Schedule	Annual	Pricing Schedule C.4 and Schedule F.1 (A)
<u>LOCAL (RSA) TENDER CONTENT:</u>				
EITHER				
B	☐ N/A	SEIFSA Index based CPA	Monthly / Quarterly	Schedule F.1 (B)
OR				
C	☐ N/A	Pricelist / Quotation Based CPA	Ad-Hoc	Schedule F.1 (C)
OR				
D	☒	STATS SA CPI Index Based CPA	Annually	Schedule F.1 (D)
OR/AND				
E	☐ N/A	Sectorial Determination 1:Contract Cleaning Sector	Annually	Schedule F.1 (E)
OR				
E	☒	Sectorial Determination 6: Private Security Sector	Annually	Schedule F.1 (E)
<u>IMPORTED GOODS AND / OR COMPONENTS (IF APPLICABLE)</u>				
F	☐ N/A	ROE based CPA	Ad-Hoc	Schedule F.1 (F)
AND (IF REQUIRED), EITHER				
G	☐ N/A	Pricelist / Quotation based CPA	Ad-Hoc / Periodic	Schedule F.1 (G)
OR				
H	☐ N/A	Overseas CPI / PPI index based CPA	Ad-Hoc / Periodic	Schedule F.1 (H)

- 2.4 CPA and/or RoE provisions marked as **not applicable** is not relevant and will not apply to this tender and resulting contract

3. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

- 3.1 Any claim for variation in the contract price (either CPA or RoE adjustments) must be submitted in writing:

- i. By letter to: Director (**ROADS INFRASTRUCTURE MANAGEMENT**), City of Cape Town, P O Box 655, Cape Town, 8000 or
- ii. By email to: [REDACTED]

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.

3.8 Disposal Tariff Adjustment

The tariffs for disposal at Vissershok Waste Management Facility and City of Cape Town owned landfill sites must be adhered to. The disposal tariff will be increased **Annually** and is subject to adjustment once per year effective on 1st July of each year which is applicable for **Schedule C**, Items 1.1 and 1.2 (All Schedules)

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

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 price as per C.4 Pricing Schedule – All Four (4) Schedules (**Excluding Items 6.1; 6.2 and 6.3 –Schedule A and Items 1.1 & 1.2 Schedule C**) shall be fixed and free of variation for the duration of the contract.
3. A total of 90% of the tender price as per C.4 Pricing Schedule – All Four (4) Schedules (**Excluding Items 6.1; 6.2 and 6.3 –Schedule A and Items 1.1 & 1.2 Schedule C**) 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 date of Commencement Date of Contract 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 of change over 12 months as published by STATS SA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:
 - 5.1 CPA applicable from the start of the 13th month to the end of the 24th month calculated as follows:
 - a) The base month for the price adjustment being three (3) calendar months prior to Commencement Date of Contract; and
 - b) The end month shall be three (3) calendar months prior to the 12th month.
 - 5.2 CPA applicable from the start of the 25th month to end of the 36th month calculated as follows:
 - a) The base month for the price adjustment shall be three (3) calendar months prior to the 13th month; and
 - b) The end month shall be three (3) calendar months prior to 24th month.
 - 5.3 CPA applicable from the start of the 37th month to the end of the 48th month calculated as follows:
 - a) The base month for the price adjustment being three (3) calendar months prior to 25th month; and
 - b) The end month shall be three (3) calendar months prior to the 36th month.
 - 5.4 CPA applicable from the start of the 49th month to end of the 60th month calculated as follows:
 - a) The base month for the price adjustment shall be three (3) calendar months prior to the 37th month; and
 - b) The end month shall be three (3) calendar months prior to 48th month.
 - 5.5 CPA applicable from the start of the 61st month to end of the 72nd month calculated as follows:
 - a) The base month for the price adjustment shall be three (3) calendar months prior to the 49th month; and
 - b) The end month shall be three (3) calendar months prior to 60th month.
 - 5.6 The average CPI percentage will be calculated using the base month to the end month (both included) divided by the number of months. (12 months totalled/12 to achieve the average CPI)
6. Subject to prior approval by the CCT delegated authority, in the event of any extension of the contract period, the CPA applicable beyond month 72 of the contract will follow the same principle in determining the base month (i.e. 3 calendar months prior to 49th month) and end date (3 calendar months prior to 60th month) as outlined above.

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

1. Applicable where the Tenderer/Suppliers has indicated their tendered prices are subject to adjustment based on changes in the Sectorial Determination for **Private Security Sector**
2. The labour variation shall be based on the annual increase from the Department of Labour **Sectoral Determination 6: Private Security Sector**
3. The contract price per item which is subject to the Sectorial determination, shall be adjusted **annually**, and the adjusted contract price shall be applicable for purchase orders issue during the following full calendar month.
4. The base month for CPA calculations shall be the calendar month of the closing date for tenders, and the Sectorial Determination valid at closing date of tender shall be used.
5. Adjusted month for CPA calculations of the contract prices per item in C.4 - Price Schedule – **Applicable only Schedule A – Items 6.1; 6.2 & 6.3 (All Four (4) Schedules)** shall be calculated based upon the annual Sectorial Determination published by the Department of Labour.

F.1 (A) – FIRM PRICES

NOT APPLICABLE

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

NOT APPLICABLE

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

NOT APPLICABLE

**F.1. (E) LOCAL SOUTH AFRICAN CONTENT – SECTORIAL DETERMINATION 1: CONTRACT
CLEANING SECTOR**

NOT APPLICABLE

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

NOT APPLICABLE

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

NOT APPLICABLE

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

NOT APPLICABLE

Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize M/Ms [REDACTED] of the authorised entity JONGWA TRADING 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: JONGWA TRADING (Pty) Ltd
 Financial Inst: [REDACTED]
 Branch Code: [REDACTED]
 Account No.: [REDACTED]
 - 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	DAILY AUTHORIZED SIGNATORY
Lead partner	[REDACTED]	Signature..... Name..... Designation... <u>DIRECTOR</u>
<u>JONGWA TRADING</u>	[REDACTED]	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 | X |
|-----|--|----|---|

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 | X |
|-----|--|----|---|

- 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	X	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)
CCT urban mobility		2021-2026	

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	X
-----	--	----	---

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

21 / 10 / 2024

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

The applicable preference point system for this tender is the 90/10 preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS (90/10)
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

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 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$P_s = 90 \times \left(1 - \frac{(P_t - P_{min})}{P_{min}}\right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

Not Applicable

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 claimed (90/10 system)
Gender	3	2
Race	3	3
Disability	1	1
Promotion of Micro and Small Enterprises	3	1

DECLARATION WITH REGARD TO COMPANY/FIRM

- 5.3 Name of company/firm... JENQWA TRADING(Pty) Ltd
- 5.4 Company registration number [REDACTED]
- 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.

21/10/2024

Date

Name and Surname

For official use.

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 state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (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: [REDACTED]
 - 3.2 Identity Number: [REDACTED]
 - 3.3 Position occupied in the Company (director, trustee, shareholder²): Director
 - 3.4 Company or Close Corporation Registration Number: [REDACTED]
 - 3.5 Tax Reference Number: [REDACTED]
 - 3.6 VAT Registration Number: [REDACTED]
 - 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: Tender number 75 S 2021-2026
 - 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: Currently start 2021 - 2026
- 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
[REDACTED]	[REDACTED]	[REDACTED]

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 21 / 10 / 2024
 On behalf of the tenderer (duly authorised)

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

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

* 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	X
-----	--	----	---

- 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	X
-----	--	----	---

- 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.

Print name _____
On behalf of the tenderer (duly authorised)

Date

21 / 10 / 2024

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.

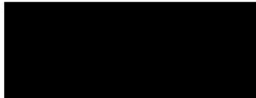
- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:
- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
 - b) been convicted for fraud or corruption during 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	Description	Yes	No
2.1	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? (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). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☒
2.1.1	If so, furnish particulars:		
2.2	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? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☒
2.2.1	If so, furnish particulars:		
2.3	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?	Yes ☐	No ☒
2.3.1	If so, furnish particulars:		

TENDER NO: 96S/2024/25

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 ☐	No ☒
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 ☐	No ☒
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 _____ Date 21 / 10 / 2024
 On behalf of the tenderer (duly authorised)



Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT

To: THE CITY MANAGER, City of Cape Town

From: TONGWA TRADING (Pty) Ltd
(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)
[REDACTED]	[REDACTED]	Yes

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)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

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

Date

21 / 10 / 2024

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **96S/2024/25** and tender description: **CLEANING OF STORMWATER INFRASTRUCTURE BY LABOUR INTENSIVE METHODS** 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: JONGWA TRADING (Pty) Ltd (Name of tenderer) that:

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

Print name: [REDACTED]

On behalf of the tenderer (duly authorised)

Date

21/10/2024

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

Schedule F.10: Proposed Deviations And Qualifications By Tenderer

The Tenderer should record any **proposed** deviations or qualifications they may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

The Tenderer's attention is drawn to clause 2.3.7.2 of the Standard Conditions of Tender referenced in the Tender Data regarding the CCT's handling of material deviations and qualifications.

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

[illegible]

List relevant documentation attached in Schedule F.10 below.

Print name: [REDACTED]
On behalf of the tenderer (duly authorised)

Date _____

21 / 10 / 2024

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.	2024/08/07	(SARS) Tax Pin, Tax compliance status
2.		Water Bill (cc.T Electricity Bill)
3.		303Q/2012/13-Stormwater infrastructure by labour intensive methods
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

Print name

On behalf of the tenderer (duly authorised)

Date

21/10/2024

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.	2014 - 2017	TDA - Proof of Payment Tender 303 Q/2012/2013
2.		Tax clearance Pin
3.		CSD (Base of MAAA page)
4.		Water Bill
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

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

21 / 10 / 2024

Date

Schedule F.13: Information to Be Provided With the Tender

The following information shall be provided with the Tender:

Schedule F.13 A: Details of Company's Previous Work Experience

Schedule F.13 B: Details of Foreman's Work Experience

Schedule F.13 C: Proof of LDV Ownership / Proof of Intention to Hire

Schedule F.13 D: Region and Area Preference

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

Date

21 / 10 / 2024

TENDER NO: 96S/2024/25

Schedule F.13 A: Details of Company's Work Experience

The tenderer shall insert in the spaces provided below, a list of maintenance and cleaning completed contracts awarded to the tenderer, and those currently being undertaken in relation to Municipal Stormwater Infrastructure, in accordance with Clause 2.2.1.1.8.1 Company's Work Experience

EMPLOYER (NAME, TEL No. AND FAX No.)	CONTRACT NO	NATURE OF WORK	VALUE OF WORK R(m)	START DATE dd/mm/yy			END DATE dd/mm/yy		
				Day	Month	Year	Day	Month	Year
COMPLETED CONTRACTS									
	3030/ 2012/2013	Stormwater infrastru- cture by Labour intensive Methods.		1 March 2014	March	2014	1	Novem- ber	2017
	755/2019 /20	Urban mobility		20	October	2021	30	June	2026

TENDER NO: 969/2024/25
CURRENT CONTRACTS

	755/2019/20	Stormwater infrastructure by Labour intensive methods (urban Mobility)	R. Currenty	20	October	2021	30	June	2026
--	-------------	--	-------------	----	---------	------	----	------	------

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

Schedule F.13 B: Details of Two (2) Foremans/Supervisors Work Experience

Tenderers shall insert in the spaces provided below; details of the Two (2) Company Foremans/Supervisors experience in work relating to the maintenance and cleaning of Municipal Infrastructure, in accordance with clause 2.2.1.1.8.2 Key Staff

FOREMAN/ SUPERVISOR NO. 1		NAME:							
CONTRACT & CLIENT	NATURE OF WORK	VALUE OF WORK	START DATE dd/mm/yy			END DATE dd/mm/yy			
			Day	Month	Year	Day	Month	Year	
	Stormwater infrastructure (catchpits and ponds, etc)		03	March	2014	1	November	2017	
	Stormwater infrastructure (catchpits & ponds)				201				
	urban Mobility (ponds and catchpits)		20	October	2021	30	June	2026	

TENDER NO:96S/2024/25

FOREMAN/ SUPERVISOR NO. 2		NAME						
CONTRACT & CLIENT	NATURE OF WORK	VALUE OF WORK	START DATE dd/mm/yy			END DATE dd/mm/yy		
			Day	Month	Year	Day	Month	Year
Jongwa Trading	stormwater infrastructure (catchpits and ponds)		03	March	2014	1	November	2017
	stormwater infrastructure (catchpits and Ponds)				2015 2009			
	urban Mobility (Ponds and catchpits)		20	October	2021	30	June	(currently) 2026

Number of sheets appended by the tenderer to this Schedule (2) Two (If nil, enter NIL).

Schedule F.13 C: Proof of LDV Ownership / Letter of Intention to Hire

The tenderer shall state below proof of ownership of a LDV or Letter of an intention to hire a LDV of a minimum of **Two (2) LDV's**. The tenderer shall also indicate what further vehicles will be acquired or hired for the work should the tenderer be awarded the Contract, in accordance with clause **2.2.1.1.8.3 Company Vehicles**

- **LDV OWNED (Include Proof of Registration and Affidavit confirming ownership)**

Make, Model, Reg. Number (Etc.)	Number of Vehicles
(LDV ownership)	Three (3)

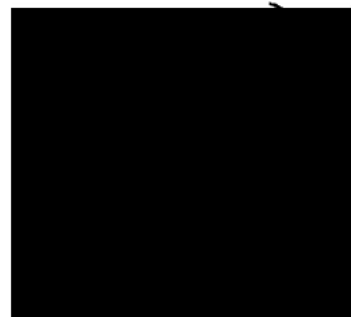
LDV ON ORDER (INTENTION TO HIRE)

TENDER NO:96S/2024/25

- **LDV – Include Letter of Intention of hire**

Make, Model, Reg. Number (Etc.)	Number of Vehicles

Number of sheets appended by the tenderer to this Schedule1 (one).....(If nil, enter NIL).



Schedule F.13 D: Region and District Area Preference

Tenderers are required to indicate which **Region** they would prefer to work by marking 1 or 2, with 1 being most preferable and 2 being second preferable, in the table below. **ONLY TWO REGIONS WILL BE ACCEPTED.**

In addition to the region preference, tenderers are required to indicate which **District Area** within the **Region** they would prefer to work, marked from 1 to 5, with 1 being most preferable and 5 being least preferable, where Region North has 6 areas preference should be indicated from 1 to 6.

REGION CENTRAL	REGION OF PREFERENCE
DESCRIPTION OF AREA	AREA OF PREFERENCE
DISTRICT AREA 1.1 - Atlantis	5
DISTRICT AREA 1.2 - Blaauwberg	4
DISTRICT AREA 1.3 - Milnerton	3
DISTRICT AREA 5.1 - Cape Town	2
DISTRICT AREA 5.2 - Langa	1

REGION NORTH	REGION OF PREFERENCE
DESCRIPTION OF AREA	AREA OF PREFERENCE
DISTRICT AREA 2.1 - Durbanville	2
DISTRICT AREA 2.2 - Kraaifontein	6
DISTRICT AREA 3.1 - Goodwood	1
DISTRICT AREA 3.2 - Parow	4
DISTRICT AREA 3.3 - Bellville	3
DISTRICT AREA 3.4 - Delft	5

REGION EAST	REGION OF PREFERENCE
DESCRIPTION OF AREA	AREA OF PREFERENCE
DISTRICT AREA 4.1 – Kuilsriver	5
DISTRICT AREA 4.2 - Somerset West / Strand	3
DISTRICT AREA 7.1 – Khayelitsha	2
DISTRICT AREA 7.2 - Mitchell's Plain	4
DISTRICT AREA 7.3 – Nyanga	1

REGION SOUTH	REGION OF PREFERENCE
DESCRIPTION OF AREA	AREA OF PREFERENCE
DISTRICT AREA 6.1 – Philippi	5
DISTRICT AREA 6.2 – Athlone	4
DISTRICT AREA 8.1 - Fish Hoek	3
DISTRICT AREA 8.2 – Plumstead	2
DISTRICT AREA 8.3 - Hout Bay	1

Schedule F.14: Appeal Application

annexure 'B'

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

IRISITHI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisithi osesikweni.)

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

GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL: [REDACTED]

NAME/COMPANY NAME: [REDACTED]

AMOUNT:

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

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES APPEALS UNIT

CONTACT PERSON: [REDACTED]

PHONE NO: [REDACTED]

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

IRISITHI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisithi osesikweni.)

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

GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL: [REDACTED]

NAME/COMPANY NAME: [REDACTED]

AMOUNT:

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

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES APPEALS UNIT

CONTACT PERSON: [REDACTED]

PHONE NO: [REDACTED]

CIVIC CENTRE IZIKO LOUNTU BURGERSENTRUM
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