



MEMORANDUM OF AGREEMENT

FOR THE

CLEANING OF SEWER INFRASTRUCTURE BY MECHANICAL MEANS

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

LAZAR CIVIL ENGINEERING CC

(REGISTRATION NO. [REDACTED])

Contract No 149S/2021/2022

PREAMBLE

1.1 **WHEREAS** Tender **149S/2021/22** was awarded to **Vacjet Rentals (Pty) Ltd, Lazar Civil Engineering CC and Quetzal Trading 116 CC** in line with the SCM Bid Adjudication Committee resolution **SCMB 69/06/22** dated **13 June 2022** for the **Cleaning of Sewer Infrastructure by Mechanical means**, for a period from date of commencement and terminate 60 months after the start date (estimated at 14 October 2027).

1.2 **AND WHEREAS** **Lazar Civil Engineer CC**, was awarded, as follows:

- (a) Water and Sanitation Directorate: Distribution Services Department: Region 4 as "Winner."
- (b) Water and Sanitation Directorate: Distribution Services Department: Region 2 as "Standby."

As per the rates specified **PART 5: PRICING SCHEDULE**, for the contract period **from date of commencement and terminate 60 months after the start date (estimated at 14 October 2027)**.

1.3 **AND WHEREAS** it is recorded that this Contract will be governed by the provisions of General Conditions of Contract for the Supply of Goods and Services, Revised July 2010 ("**GCC**"), read with the Special Conditions of Contract ("**SCC**") annexed hereto marked "**PART 2: SPECIAL CONDITIONS OF CONTRACT**".

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

2. PARTIES

The Parties to this Contract are:

2.1 **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 Employer**"), herein represented by the **City Manager or his sub-delegated nominee** duly authorised hereto;

- 2.2 Lazar Civil Engineering CC** a private company duly registered in terms of the laws of the Republic of South Africa with registration no: [REDACTED], with its principal place of business situated at [REDACTED] (the “**Contractor**”), herein represented by [REDACTED] in his capacity as [REDACTED].

Hereinafter, each a “Party” and together the “Parties”.

3. INTERPRETATION

- 3.1** In the event of any conflict between the provisions of this Contract, the GCC and any Parts attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:
- 3.1.1** first, the terms and conditions of the SCC;
 - 3.1.2** second, the terms and conditions of the GCC;
 - 3.1.3** third, Parts and Annexures to this Contract; and
 - 3.1.4** fourth, any other documents incorporated by reference.
- 3.2** The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

4. APPOINTMENT AND DURATION

- 4.1** The Employer hereby appoints the Supplier to perform the Scope of Work for the Employer from the Commencement Date.
- 4.2** Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall commence **from date of commencement and terminate 60 months after the start date.**

5. MUTUAL GOOD FAITH / CO-OPERATION

- 5.1** The Parties represent and undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give effect to the execution of this Contract.
- 5.2** The Parties shall at all times during the continuance of this Contract observe the principles of good faith towards one another in the performance of their obligations in terms of this Contract.

6. OBLIGATIONS OF THE EMPLOYER

- 6.1** The Employer undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (**PART 4: SPECIFICATIONS**), subject to the satisfactory fulfilment of the obligations by the Contractor as set out in this Contract.
- 6.2** The Employer shall monitor and evaluate the Supplier's performance in respect of the Scope of Work.

7. OBLIGATIONS OF THE CONTRACTOR

- 7.1** The Supplier hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work (**PART 4: SPECIFICATIONS**).
- 7.2** The Supplier will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.
- 7.3** The Supplier will ensure that the Works will be of a satisfactory quality and fit for purpose.
- 7.4** The Supplier shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Works.

7.5 The Supplier will not conduct any activity of whatsoever nature which may be detrimental to the Employer's reputation and goodwill.

8. PRICING DATA

8.1 The Contract Price for the Works shall be as set out in the Pricing Data annexed marked "**PART 5: PRICING SCHEDULE**".

8.2 The Supplier shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.

DETAILS OF CONTRACTOR

VOLUME 2: RETURNABLE DOCUMENTS (3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☒ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	LAZAR CIVIL ENGINEERING CC
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	Name: <u>Mr/Ms</u> (Name & Surname) Telephone: Fax: Cellular Telephone: E-mail address:
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	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 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

PART 1 : AGREEMENTS

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 149S/2021/2022 CLEANING OF SEWER INFRASTRUCTURE BY MECHANICAL MEANS

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

Name of Tendering Entity* ("the tenderer")	LAZAR CIVIL ENGINEERING CC
Trading as (if different from above)	

AND WHO IS represented herein by: (full names of signatory)

duly authorised to act on behalf of the tenderer in his capacity as: (title/ designation)

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

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

It shall be the responsibility for the proper execution and fulfilment of all obligations and conditions on it in terms of the Contract.

Signature(s)

Print name(s):

On behalf of the tenderer (duly authorised)

Date

FORM OF OFFER AND ACCEPTANCE CONT.

TENDER NO. 149S/2021/2022 CLEANING OF SEWER INFRASTRUCTURE BY MECHANICAL MEANS (TO BE FILLED IN BY THE CITY)

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

The terms of the contract are contained in:

- Clause 1 to 7, and the sub-clauses, cited in pages 1 to 5 above;
- Part 1: Agreements
- Part 2: Special Conditions to Contract
- Part 3: General Conditions of Contract
- Part 4: Specifications
- Part 5: Pricing Schedule
- Part 6: Occupational Health and Safety Agreement.

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

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

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

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

TENDER 149S/2021/2022 CLEANING OF SEWER INFRASTRUCTURE BY MECHANICAL MEANS

The Parties	Employer	Contractor
Business Name	CITY OF CAPE TOWN	LAZAR CIVIL ENGINEERING CC
Business Registration	Not applicable	
Tax number (VAT)		
Physical Address	Civic Centre 12 Hertzog Boulevard Cape Town 8000	
Accepted contract sum including tax	Rates Based as per PART 5: PRICING SCHEDULE	
Accepted contract duration	From date of commencement and terminate 60 months after the start date.	
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

FORM OF OFFER AND ACCEPTANCE (Continued)

TENDER 149S/2021/2022 CLEANING OF SEWER INFRASTRUCTURE BY MECHANICAL MEANS

(TO BE FILLED IN BY THE CITY)

Schedule of Deviations

Notes:

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

1 Subject **NONE**

Details. **NONE**

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

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

PART 2: SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

- 1.21 'Purchaser' means the **City of Cape Town**. The address of the Purchaser is **12 Hertzog Boulevard, Cape Town, 8001**.

Add the following after Clause 1.25:

- 1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded

3. General Obligations

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

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract**. Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.
- 3.5 The **supplier** shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee

- b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
 - c) Initial delivery programme
 - d) Other requirements as detailed in the tender documents
- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods
- 3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy
- 3.5.7 Comply with all written instructions from the purchaser subject to clause 18
- 3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
- 3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period
- 3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The **purchaser** shall:
- 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
- 3.6.2 Make payment to the **supplier** for the goods as set out herein.
- 3.6.3 Take possession of the goods upon delivery by the supplier.
- 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
- 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract

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

Add the following after clause 5.4:

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

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

- 5.6 **Publicity and publication**
The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.

7. Performance Security

Delete clause 7.1 and replace with the following:

- 7.1 Within 14 (fourteen) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified herein.

The Guarantee Sum shall be equal to R250 000 per region.

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 Guarantee / Performance Security and can only be issued by any one of the Financial Institutions listed in Annexure 1 (attached to this form).

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 Form of Guarantee / Performance Security

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the

supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.

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

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:

- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
- b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

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

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

16. Payment

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

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

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

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

Add the following after clause 16.4

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

purchaser.

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

17. Prices

Add the following after clause 17.1

17.2 The prices for the goods delivered and services performed shall be subject to contract price adjustment.

17.2.1 The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all tenderers.

17.2.2 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule.

17.2.3 Any claim for an increase in the Contract price shall be submitted in writing to the:

Director Supply Chain Management, City of Cape Town,
P O Box 655, Cape Town, 8000 or

by email to: CPA.Request@capetown.gov.za and [REDACTED]
prior to the month upon which the price adjustment would become effective.

17.2.5 The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.

17.2.6 When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.

17.2.7 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 contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the CCT within a period of **30 (thirty) days** from the date of the request, it shall be presumed that the supplier has abandoned his claim.

17.2.8 The effective date of any price increases granted will be the date on which the abovementioned documentation/claim is submitted or, by agreement between the Contractor and the City, a subsequent date on which the price increase will be effective.

17.2.9 In instances where the Contractor's price claimed is less than entitled, the lesser price will be accepted.

17.3 The CCT reserves the right to apply the indices available at the date of the claim submitted by the Contractor.

17.3.1 Process that will be followed:

- Contractor submits all the documentation indicated above prior to the effective date of the variation.
- The City will consider the variation and based on the documentary evidence, the City may approve the variation.
- Letters authorising the price variation will be communicated to the contractor indicating the effective date.
- All purchase orders for the contracted goods shall be issued at, and the Goods supplied, invoiced and paid for at the contract unit prices approved for that period and no further contract price adjustment claims will be considered, irrespective of the actual month of delivery and whether or not deliveries were subject to any manufacturing or delivery delays.

- All purchase orders from the effective date will be generated at the approved contract price. Purchase orders placed prior to the effective date will not be varied.

17.4 **Price Adjustment Mechanism:**

- 17.4.1 The Contract Price as per GCC shall remain **Firm** for the first 12 months from date of commencement of the contract and no claims for contract price adjustment will be considered for the first 12 months' subject to the provisions in the price schedule.
- 17.4.2 Subject to 8.11.1. Above, Contract Price Adjustment will be applicable as from commencement of the 13 month of the contract. Contractors shall be entitled to claim contract price adjustment as follows:
- 17.4.3 **10%** of the **tendered** rate will remain fixed for the duration of the contract.
- 17.4.4 **90%** of the year on year rate will be subject to adjustment **annually** based on the average percentage of 12 months as published by STATSSA: Consumer Price Index (P0141–Table B2 – CPI headline year on-year rates) as follows:

From start of 13th month to the end of the 24th month: Subject to contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the date of commencement. The **end month** shall be three (3) calendar months prior to the 12th month.

From start of 25th month to end of the 36th month: Subject to the contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the 13th month. The **end month** shall be three (3) calendar months prior to 24th month.

From start of 37th month to end 48 month: Subject to the contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the 25th month. The **end month** shall be three (3) calendar months prior to 36th month.

From start of 49th month to end 60 month: Subject to the contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the 37th month. The **end month** shall be three (3) calendar months prior to 48th month.

The **average CPI percentage** will be calculated, the base month to the end month (both included) divided by the number of months.

Example:

The claim will be based on the **average** between the “base month” and the “end month” **e.g.:**
 $7+6+9+6 = 28$ $(28/4) = 7$ therefore the claim will be 7%.

17.4.5 Price Adjustment in Respect of Disposal at Vissershok Waste Management Facility

The tender prices are based on disposal rate at the disposal site: Vissershok Waste Management Facility, and is subject to adjustment once per year effective on 1st July of each year in direct proportion to any variation in this tariff. The cost of any chemical treatment sludge is deemed to have been included in the disposal rate tendered and there will be no additional payment, should the type or quantity of chemical treatment be altered during the contract period.

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

- 20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if 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 CCT and the subcontractor, or a responsibility or liability on the part of the CCT 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 the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 Days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or performance. The District Manager or his/her representative shall agree with the service provider the estimated quantity of work, the commencement date and completion date.

- 22.1.1 Late commencement penalty:

The penalty for this contract shall be imposed on late commencement of planned work. Planned work will have a commencement and completion date agreed in the work plan. The service provider is to commence with the planned works on the date as agreed in the approved work plan. A penalty to the value of R2500 for each day late will be imposed, if the contractor has not established on site within 7 days from the agreed commencement date. If the service provider has not established within 14 days from the date of the official commencement date, the purchaser shall have the option to retract the purchase order, and to offer the work to the “Standby Service Provider”.

22.1.2 Late completion penalty:

A penalty of R1500 per day will be payable for each day late of the agreed completion date.

22.1.3 Spot fine infringements:

INFRINGEMENT DESCRIPTION	FINE PER OFFENCE
No proper signage and cones;	R5000
Un-roadworthy and unlicensed vehicles;	R2000
No company name on safety bibs;	R1000
Material left overnight without permission;	R4000
Littering of the site and surrounds;	R2000
Burying waste on site and surrounds;	R5000
Not using the proper ablution facilities;	R2000
Spillage onto the ground of oil, diesel, etc.;	R2000
Spillage of transported material onto public roads	R2000
Illegal dumping of material removed from the sewer infrastructure;	R5000
Decanting of any debris into any stormwater or wastewater infrastructure;	R5000

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 district manager or his 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).

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

if the supplier fails to remedy the breach in terms of such notice

Add the following after clause 23.7:

23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:

23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.

23.8.2 The parties by mutual agreement terminate the contract.

23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice

23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as

described in the purchasers SCM Policy.

- 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- 23.8.5.1 reports of poor governance and/or unethical behaviour;
- 23.8.5.2 association with known family of notorious individuals;
- 23.8.5.3 poor performance issues, known to the Employer;
- 23.8.5.4 negative social media reports; or
- 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
- 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
 - 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

Amend clause 27.1 as follows:

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(c), arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

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

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

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

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

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

Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent

court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

28. Limitation of Liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

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

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

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

- 28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the purchaser or its agents or employees.
- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.
- 28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

- 31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:
 - a) hand delivered – on the working day of delivery
 - b) sent by registered mail – five (5) working days after mailing
 - c) sent by email or telefax – one (1) working day after transmission

32. Taxes and Duties

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

In this regard, it is the responsibility of the supplier to submit documentary evidence in the form of a

valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5).

Add the following after clause 32.3:

32.4 The **VAT registration** number of the City of Cape Town is [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. Any failure in this regard may result in a delay in the processing of any payments.

36. Protection of Personal Information

36.1 The Supplier acknowledges that, for the purposes of the service level agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which CCT is responsible in terms of POPIA. Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.

36.2 The Contractor agrees that they will at all times comply with POPIA and CCT's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the service level agreement.

36.3 The Contractor agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its contractors or other authorised individuals comes into contact in relation to the service level agreement.

36.4 The Contractor agrees that it shall notify CCT immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.

36.5 Unless so required by law, the Contractor agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of CCT.

36.6 The Contractor hereby indemnifies and holds the CCT harmless against all claims, losses, damages and costs of whatsoever nature suffered by CCT arising from or in relation to the Contractor's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

36.7 The Contractor agrees that CCT may conduct regular data protection audits on the Contractor and undertakes to give its full co-operation in this regard.

37. Review Clause:

37.1 This Agreement is valid from **date of commencement and terminate 60 months after the start date (estimated at 14 October 2027)**. This Agreement shall be reviewed once every three years; however, in lieu of a review during any period specified, the current Agreement will remain in effect. The purchaser reserves the right to reduce or increase the scope of works according to the dictates of the budget, to terminate this contract, and/or to review and terminate this contract as is contemplated in Section 116(1)(b)(iii) of the Local Government: Municipal Finance Management Act 56 of 2003, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this

regard. The supplier shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, payment for good delivered.

38. Performance Monitoring

- 38.1 As required by section 116(2)(b) of the Local Government: Municipal Financial Management Act 56 of 2003, the City shall monitor the performance of the contractor/supplier on at least a monthly basis, and the supplier agrees to provide the City with its full cooperation in this regard.

INSURANCE BROKER'S WARRANTY (PRO FORMA)

Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 149S/2021/2022

TENDER DESCRIPTION: Cleaning of Sewer Infrastructure by Mechanical Means

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

PART 3: GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

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 so far as may be necessary for the purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing 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 fulfillment 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.

PART 4: SPECIFICATIONS

4.1 DESCRIPTION OF THE SERVICE

4.1.1 Introduction

There is more than 10 000 kilometres of sewer pipeline infrastructure within the City of Cape Town Metropolitan Area. This includes large diameter sewer pipelines which require periodic cleaning. Council has dedicated teams attending to various cleaning functions but from time-to-time additional resources are required to assist the workforce with specialised equipment.

This tender covers the cleaning of sewer infrastructure by attending to the removal of sewage debris from large diameter sewers using mechanical equipment, primarily “Bucket Machines” on an as and when required basis for a term of five (5) years, from the date of commencement. The tender also makes provision for a combination unit in an assistive capacity i.e., opening a pathway for the initial bucket entry and/or also to do a “final sweep” of remaining debris. The combination unit may also be utilised for the cleaning of smaller diameter residential lines linking to the main sewer being cleaned utilising “bucket machines”.

4.1.2 Employers Objective

To procure Service Provider(s) to carry out the cleaning of sewer pipelines using primarily bucket machines in the four (4) Reticulation Regions. The City of Cape Town intends to award to a “winner” and “standby” for each region. Tenderers must indicate their regions of preference in the Price Schedule. The rates provided as per the Pricing Schedule will be applicable for all areas/regions.

4.2 SERVICE REQUIREMENTS

4.2.1 Pre-inspection

The service provider may be called upon as part of a planned cleaning programme or following identification of a debris-laden conduit by the Regional Manager or his/her representative. The service provider will be requested to meet the Council representative on-site in order to conduct a basic inspection of the work to be undertaken. This inspection will facilitate the preparation of a work plan (see 13.2.2) by the Service Provider. All costs associated with attending to pre-inspection will be deemed to be included in the tendered rates.

4.2.2 Work Plan

The service provider must provide a work plan to the Council representative prior to the commencement of work. The work plan must be approved prior to the commencement of work. The work plan must contain at least the following:

1. Indicated on a CCT Reticulation GIS printout of the focus area, the locality, length and diameter of pipelines to be cleaned.
2. The estimated volume of debris to be removed based on the pre-inspection.
3. The maximum potential volume of debris to be removed based on 75% of the total pipe volume to be cleaned.
4. The number of machine sets to be established including the names of all senior machine operators
5. The commencement date.
6. The completion date, based on equipment to be used and reasonable rate of progress to be achieved.
7. Security to be utilised (if required and approved)
8. Traffic Accommodation plan to be implemented.

The District Manager or his/her representative **must approve** the Work Plan prior to issuing of the purchase order and commencement of the work. The District Manager or his/her representative may request the service provider to amend the work plan until they are satisfied with the content thereof.

The amendment may include, but is not limited to, the use of additional bucket machines based on the availability for the region in question. The cost for the preparation of the work plan, and any amendments thereto, will be deemed included in the tendered rates.

The approved work plan will not exempt the Service Provider from any of the requirements set out in this contract and/or its specifications.

4.2.3 Cleaning Operation

The work that is to be carried out under this contract is as provided in the Specifications and Pricing Schedule. The work to be undertaken by the Service Providers shall include the following:

- Sewer cleaning and loading of debris into covered water-tight containers
- Transportation of debris to the disposal site
- Disposal of the sewage debris at the Vissershok Private Waste Disposal Site
- Cleaning and disinfecting any spillage caused during cleaning, loading the debris and transportation to the disposal site

The work will be undertaken during daylight hours only. Should the Service Provider need to work after normal working hours he/she will request the permission of the Council's representative and the Service Providers shall provide and maintain at his own cost all lights, guards, fencing and watching necessary for the safety and convenience of the public. This work will be at the same rates tendered in the Pricing Schedule.

Sewer pipelines are to be cleaned primarily by "Bucket Machines", and the sewage debris removed from the pipes must be placed into a watertight skip container and transported to the private "Vissershok Waste Management Facility (Pty) Ltd" site for disposal. All skip containers shall remain covered whilst located on-site and during the cleaning operation.

Each "Bucket Machines" set will be managed by a Team which will consist of at least the following:

- 1) a Vehicle with a dedicated driver to take and collect machines to sites,
- 2) a "Bucket Machine Set" comprising of two (2) machines
- 3) 1 x Senior Machine Operator
- 4) 1 x Machine Operator
- 5) 2 x Labourers
- 6) Flagmen as required in the approved traffic accommodation plan

The Bucket Machine set will include all required auxiliary equipment including rollers, cables, swivels, yokes to carry out the operation. Operators of the equipment must be trained, competent and experienced in using the plant, machinery and equipment.

All ancillary equipment including possible over-pumping required to set up and undertake the cleaning operation shall be deemed to be included in the rates tendered.

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

The apparatus and methods used shall cause no damage to infrastructure, property or fixtures and such damage as may be caused will be repaired by the Council at the service provider's expense. The greatest care is to be exercised in order to ensure that insofar as possible all solid material dislodged from the underground sewer reticulation is removed and carted away to the specified disposal site.

The district manager or his/her representative must be informed in cases where the cleaning of sewers is not possible i.e., due to pipe damage such as collapses.

The district manager or his/her representative may instruct the tenderer to cease work if he deems the method of work to be unsatisfactory, danger or inconvenience to the public, or deemed to be uneconomical under the circumstances.

The service provider is to provide his supervisory staff with cellular phones or radios for communication purposes. The service provider is to be contactable during normal working hours, either by telephone, cellular phone or e-mail.

The service provider shall notify the district manager or his/her representative immediately of any major defect in the reticulation, which he may discover. All defects to the reticulation system are to be noted on the daily sheets and the district manager or his representative shall be advised in writing of such defects.

The Service Provider is to ensure that they meet all requirements set out in the National Environmental Management: Waste Act, 2008 in terms of, but not limited to, the storage, transport and disposal of waste. This includes all licencing requirements.

4.3 PAYMENT

Payment will be in terms of the Pricing Schedule. Tipping slips or receipts must be submitted with the monthly signed invoices by the Contractor. **No monthly invoice will be processed without the tipping slips or receipts.**

The cleaning operation for sewers is time-consuming and may require daily re-establishment. The setting up of equipment and installation of lines or ropes for the dragging of the bucket will be the Service Provider's responsibility and no additional payment will be considered for these aspects of the operation. All travelling to and from the site must be included in the tendered rates and payment will only be for actual work performed.

The Service Provider shall keep daily records of the volume of material removed from the sewers. This information is to be submitted together with the monthly invoices. The data is to be provided as per attached Annexure C (Daily Work Sheet).

The sum amounts for payment item 6.1, "Provision of all insurances and guarantees required in terms of the Contract for the 5-year contract duration" and payment item 6.2 "Compliance with the Project Specific Health and Safety Specifications, Construction Regulations (7 February 2014) and Occupational Health and Safety Act (No.85 of 1993) will cover all requirements for the duration of the tender, and paid in 5 parts thereof. First payment at the commencement of the contract, with further part payments at annual intervals from the commencement date.

4.4 DUE DILIGENCE

Work undertaken during this contract is hazardous in its nature and Service Providers are required to take every precaution to protect their workers and the general public. Service providers are to note the Contract Specific Health and Safety requirement, as well as all other requirements set out in this document.

4.4.1 Spillage of Debris

During operation and transportation spillage of sewage debris onto the roadway, footpaths or any public place or private property must be cleaned up and sanitised immediately at the cost of the Service Provider. Refer to Clause 13.9.3 below (Spillage during transportation). Any resultant fines due to non-compliance to applicable By-Laws during operation and transportation will also be for the cost of the Service Provider.

Temporal dumping of debris during operations shall be in a covered watertight small metal container.

4.4.2 Damage to Pipes

All equipment and methods used for the cleaning operation shall not damage pipes, manholes and associated fittings. Any damage caused by the Service Provider will be repaired by the Council at Service Provider cost.

4.4.3 Open Manholes Safeguarding

Where manholes are opened for operational purposes, these are not to be left unattended and these manholes must be covered with a metal grid (extruded mesh or similar) to prevent accidental entry to the manhole and the area must be cordoned off and designated as a “worksite” and be surrounded by a sufficient number of amber traffic cones.

Functional, calibrated and certified Gas Monitors must be used before and when accessing the manholes. It is required of the supervisor to monitor the gas levels and issue a confined space entry permit before entry is allowed. The confined space entry permit must be available for inspection when required.

4.4.4 Notice to Residents

With planned cleaning, the Service Provider will be required to notify residents of the intention to clean sewers in the area at least one week prior to commencement of the work. The notification shall be in the form of a printed and hand-delivered notice to each residency, in consultation with the Council representative. The notification will be to facilitate access to the sewer reticulation as well as inform residents of any access restrictions during the cleaning operation. This will be in the form of a notice to residents from the Service Provider.

4.4.5 Cease Work

The Service Provider may be instructed to cease work, where the work method is deemed to be unsatisfactory, a danger or an inconvenience to the public or not environmentally acceptable.

4.4.6 Working with live sewers

All Service Providers who will be working with live sewers shall be required to observe those sections of the Act and Regulations which deal with working in **confined spaces and dealing with hazardous gases**.

All manholes and sewers shall be tested for hazardous gases on a continuous basis to ensure worker safety. The Service Provider shall ensure that the necessary functional, calibrated and certified gas testing equipment is available on site at all times. Breathing apparatus shall be available as and when required.

The Service Provider shall ensure that the personnel protective equipment (PPE) as provided conforms to the Health & Safety regulations.

The Service Provider may be required to cordon off his working area to prevent unauthorised access to machinery and open manholes.

Any over-pumping requirement in order to establish equipment will be deemed to have been included in the rates tendered.

4.5 DESIGNATED AREAS, SITE CONDITIONS AND BOUNDARIES

4.5.1 Designated areas

The successful Service Provider will be required to work in designated areas within the boundaries of the City of Cape Town Municipal area as shown on drawings provided by the Region Representative. The rates submitted in the Pricing Schedule shall constitute the rate for working in any area within the City of Cape Town municipal area.

4.5.2 Site Conditions

Tenderers will be deemed to have familiarised themselves with site conditions and all restrictions which may affect their provision of a service contract in the various areas prior to submission of this tender.

4.5.3 Boundaries of the “Works Site”

The “works site” shall consist of the portion of the road reserve, intersections, construction camp, 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 drawings issued to the Service Provider, plus such additional length of road that is necessary for the erection of the road signs on the approaches to the works.

4.5.4 Site clearance

When the sewer cleaning task at the site is complete, the Service Provider shall always make sure that the site is thoroughly clean/disinfected and free of bad odours/smells that may affect the nearby community. Sanitising of the site by means of chloride of lime or any similar SABS approved product will also be required.

4.6 OCCUPATION OF THE SITE

Access to the site of the work will be given to Service Provider following approval of the work plan by the Council's representative.

When the site of the works is on public roads, these must remain in use during the course of the work. No road may be closed without prior permission obtained from the Regional Traffic Authority and traffic shall be accommodated at all times. Refer to 13.10 Traffic Accommodation.

The Service Providers are made aware of the limitations regarding maximum axle loads placed on the use of construction and transportation vehicles on the existing roads. The regulations of the local authority and the Provincial Traffic Ordinance must be complied with. Where the Service Providers makes use of existing roads for the removal of sewage debris from the site, he shall be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary, immediately when such spillage has occurred. No additional payment will be made for these requirements as it will be deemed to be covered by the relevant rates tendered in the Pricing Schedule.

4.7 PLUGGING OF PIPES AND ADVISING OF DEFECTS

No pipes shall be plugged by the Service Provider without the express written permission of the Council's Representative from the Water and Sanitation Department: Reticulation Branch who may impose special conditions regarding precautions to be taken. The Service Provider shall be responsible to ensure that the cleaning operation does not create backing up of sewage which may cause flooding and/or nuisance.

The Service Provider shall notify the Council's Representative immediately of any defect which he may discover, i.e. damage, missing covers and collapse in the reticulation. All defects to the sewer reticulation system are to be noted on the daily worksheets.

4.8 VEHICLES, PLANT, MACHINERY, EQUIPMENT and CONTAINERS

4.8.1 Power

All motorised vehicles used to tow and move the “Bucket Machines” from the Service Providers premises to the worksites shall have the necessary power, size and have the correct towing capacity to perform the task in terms of the Road Traffic Act RTA, Act 93 of 1996.

Bucket machines are hydraulically driven by an engine producing a line pull of at least 2 tons.

4.8.2 Performance

All vehicles, plant, machinery, equipment and containers used for performing services on this contract shall be adequate to perform the services required by the tender, as may reasonably be determined by the Council's Representative from time to time. As the vehicles, plant, machinery, equipment and containers become fully depreciated or reach the end of their useful life, the Service Provider shall

immediately replace such retired vehicles, plant, machinery and equipment to satisfy the tender requirements.

All plant and equipment that is power operated shall be maintained in a clean and serviceable condition. Any mechanical breakdown of the plant shall receive attention as soon as practicable after the occurrence. When repairs cannot be effected within a reasonable time, the faulty equipment shall be removed from the site and replaced by serviceable equipment and the Council's Representative must be notified when removal occurs.

4.8.3 Registration and Operation

All Vehicles, Plant and Equipment, including "Bucket Machines" for this contract and to be used on public roads shall be registered and licenced by the Service Provider(s) and operated in accordance with the Road Traffic Act RTA, Act 93 of 1996 and all current Road Traffic Regulations and shall operate in compliance with all applicable central, provincial, and local laws and regulations. Proof of licensing and ownership shall be submitted along with the tender document. This evidence shall be attached to Schedule 13.

All vehicles, plant and equipment shall be operated by qualified and licensed operators, so as not to harm human health or the environment. Workers must be transported safely and lawfully.

Those vehicles used to transport debris removed from sewers must be able to do so in a safe and non-offensive manner. All vehicles shall be sufficiently secure so as to prevent any spilling or littering of solid waste and/or leakage of fluid. No vehicles shall be wilfully overloaded. Should spillage occur, it must be removed in terms of Road Traffic Act RTA, Act 93 of 1996 and all current Road Traffic Regulations and will be paid for by the Service Provider(s).

4.8.4 Noise Levels

Noise level for all vehicles, plant and equipment during operations shall not exceed eighty -five (85) decibels at a distance of eight meters measured at an elevation of 1.8 meters above the ground. Service Providers shall keep all vehicles and equipment performing this service in good repair, appearance and sanitary condition.

Also, refer to Clause 13.12.5 with regard to Noise Permits for this work.

4.8.5 Skip Containers

All debris removed from the sewers must be deposited into water-tight skip containers. The skip container must be placed adjacent to the manhole where debris is being removed from the sewer for easy loading by the labour. The skip container must be moved to the next manhole whenever there is a change in the cleaning operation. It must be removed from the site daily or at the end of the working shift.

4.8.6 Truck Books

Those vehicles used to transport debris shall maintain a truck record book of time and movement, including:

- departure time from the Service Provider's yard at the start of the day,
- arrival times at and departure times from the designated work site,
- arrival times at and departure times from the official disposal site,
- arrival time at the Service Provider's yard at the end of work.

Trucks that have their loads weighed or measured shall have this data included in the vehicle logbooks. Downtime and the nature of any breakdown and repair activities shall also be recorded in the truck record books. Data from the truck record books shall be collated and presented in a monthly report of service delivery from the Service Provider to the Council's Representative.

The Council's representative shall have access to the truck record books when requested and the Service Provider shall provide substantiated proof of this data which could be used for auditing

purposes.

Service Providers shall bring all solid waste vehicles to officially designated weighbridges or checkpoints for measurement of the load's weight or volume, respectively. If payment is to be made on a tonnage basis and the weighbridge is not in service, the load weight shall be estimated based on the volume of the truck, an estimate of the volume of the load, and the typical density of the load in that type of truck.

4.8.7 Inspection and Demonstration

Prior to the award of the contract, the Council's Representative may request to inspect the Tenderer's vehicles, plant, equipment and "Bucket Machines" and may also call for a demonstration of the suitability of the equipment for this specialised task. The cost of such a demonstration will be borne by the Tenderer.

4.8.8 Company Name and Identification

All Plant and Vehicles including "Bucket Machines", used for this operation must have the Service Provider's name, identification and telephone number prominently displayed which shall be readily visible on the sides of the plant and vehicles.

4.8.9 Tracking System

Vehicles used for this contract must be fitted with tracking systems. Information from such tracking systems must be made available to the Council's Representative upon request for auditing purposes.

The cost of this system is to be included in the tendered rates.

The tracking system must offer the following:

- Inform the relevant council officials 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, time and address.

4.8.10 Combination Unit

- a) A Combination Unit is deemed to be a high-pressure jet machine and vacuum / suction unit mounted on a single chassis.
- b) The high pressure Jet machines pump shall be capable of providing a jetting pressure of at least 120 bar at a flow rate of at least 220 litres per minute, measured at the pump.
- c) The jetting hose shall be a minimum of 25 mm nominal diameter with a minimum operational length of 120 meters at all times.
- d) The jetting hose shall be wound onto a hose reel, which is power-driven in both the clockwise and anti-clockwise directions.
- e) All units shall be equipped with a water tank that must be filled through an approved pressure break, which shall be a minimum of twice the feed diameter above the spill over level.
- f) The vacuum / suction unit may have the vacuum created by either Airflow or Roots type blowers.
- g) Suction shall be via a suction pipe of 150 mm minimum diameter and shall effectively pick up wet and dry materials to a depth of up to at least 6,0m.
- h) On all suction units, decanted liquids only, shall be returned to the system being cleaned via an approved return pipe, which shall be kept with the unit at all times. Decanted liquids are to be discharged directly into a sewer manhole, **NOT ONTO THE ROAD SURFACE**.
- i) The Pricing Schedule rates for Combination Units will include for all drivers/operators and assistant/s, fuel, water, root cutting equipment and a full range of nozzles, including forward blasters for the breaking of blockages as listed in the minimum equipment table.
- j) The Debris tank must have facilities to separate the solids from the liquid with a capacity of at least 5 cubic meters for the debris tank and 4 cubic meters for the water tank.
- k) The Debris tanks must be able to discharge the solid contents by means of tipping or by an hydraulic ram system. The Door of the debris tank must be hydraulically operated.
- l) The debris tank with a capacity of not less than 5m³
- m) The free airflow of 1000 litres per second capable of continuous running

- n) The flexible suction hose must not be smaller than 150mm (6") diameter
- o) Wet or dry material removed from the pipelines/manholes should be contained in a sealed container. (Debris tank)
- p) Discharge from the debris tank will be at the rear by means of hydraulically opened door, to a minimum angle of 50 degrees.
- q) A jetting equipment capable of providing a minimum jetting pressure of at least 120Bar
- r) The jetting hose must be a minimum of 25mm diameter with a minimum operational length of 120m
- s) The jetting hose shall be wound unto a hose reel, which is power driven in both the clockwise and anti-clockwise directions
- t) Tracking system

The following minimum equipment is required per combination unit:

- Safety/first aid kit
- Manhole lifter
- Pick
- Spade
- Sledge hammer
- Small bow saw
- 25mm dia nylon rope (min 20m long)
- Small hatchet
- One set of bail hooks
- Retro-jet
- Bomb (nozzle)
- Pointed or penetrating nozzle (forward blaster)
- Rotating nozzle or chain flail
- 10 m minimum lay flat hose for filling the water tank
- 10 m minimum lay flat hose for decanting the liquid from the debris tank
- Elbow or similar blocking device to prevent material being washed downstream
- Metered standpipe (ex. Water Services)
- Gas detector.
- Ladders to use in manholes (where step-irons are broken)
- PPE

Combination Units will support bucket cleaning activities as indicated by the Council's representative.

These activities include:

- Assisting with the establishment of the bucketing operation by assisting with the initial cable pull
- Cleaning of small diameter sewer pipelines where bucket machine use may be problematic and not feasible
- Clearing and cleaning of smaller diameter reticulation lines connecting to the conduit which is being serviced by the "bucket cleaning machines"
- Clearing and cleaning of sewer manholes (no limitations)
- Emergency response in terms of cleaning out of blockages creating surcharging conditions due to an identified blockage (only where approved in writing by the Employers Contract Manager).

4.9 TRANSPORTATION AND DISPOSAL OF SEWAGE DEBRIS MATERIAL

4.9.1 Arrangements and Organising

The Service Provider will be required to arrange for tipping of all sewage debris with the management of the private "Vissershok Waste Management Facility (Pty) Ltd", Frankdale Road, Milnerton. He/she will be responsible for organising the disposal of the sewage/silt debris material at the waste site including all permits and fees, access and times of tipping, etc., which may include work needed to be undertaken after hours or over weekends.

4.9.2 Dumping at Private Waste Disposal Site – “Vissershok Waste Management Facility (Pty) Ltd”

All material taken from the sewer pipelines is to be completely removed, transported to and dumped at the private “Vissershok Waste Management Facility (Pty) Ltd”, Frankdale Road, Milnerton which is situated off the N7 on the Frankdale Road.

This site is only open between the hours 07:45 and 16:00 – Monday to Friday and 07:30 to 15:30 on Saturdays

NAME OF WASTE DISPOSAL SITE	LOCATION	CONTACT NUMBER(S)
“Vissershok Waste Management Facility (Pty) Ltd”		

4.9.3 Spillage during transportation

Please note that any spillage of transported material onto public roads will result in fines as well as clearing up costs which will be paid for by the Service Provider(s).

4.9.4 Storage overnight

No material may be stored overnight on site. Debris removed from the site must be transported in watertight vessels to prevent spillage. Areas, where waste material has been spilt, shall be cleared up, washed and disinfected with chloride of lime.

4.9.5 Cost of tipping

Tipping costs will be reimbursed in terms of the Pricing Schedule for the duration of the Contract providing proof of tipping is submitted. Tipping slips or receipts must be submitted with the invoices. No invoices will be processed without the tipping slips or receipts being attached.

4.9.6 Illegal dumping

Service Providers who are found illegally dumping material or leaving material on site will be fined as per the spot fine schedule contained in section 22 of the Special Conditions of Contract, current City of Cape Town By-Laws and/or National Legislation.

Illegal dumping must be reported to Call Centre 086 010 3089.

4.10 TRAFFIC ACCOMMODATION

4.10.1 General

Closure of traffic lane(s) adjacent to the work area will only be permitted during specified off-peak periods. The service provider shall plan his operations to ensure that the closing and opening of lanes conform to the time periods specified below, or as instructed or approved by the district manager or his/her representative.

It is important that the traffic accommodation requirements described in these specifications are adhered to and that all installations meet with the approval of the Traffic Manager of the City of Cape Town.

Only one traffic lane per direction may be closed to traffic at a time. Where two lanes are required to be closed on a three-lane multilane directional roadway to create a work area, one lane shall be dropped at a time with a suitable stabilizing area between the two lane drop. Closure of a traffic lane or partial lane will only be permitted once the traffic control facilities and temporary traffic diversions / deviations have been approved.

Closure of traffic lanes for work areas will only be permitted during non-peak time periods, which is Monday to Friday inclusive 09:00 to 15:30. All lanes must be open to traffic at the following times:

- AM Peak : Monday to Friday inclusive: 06:00 to 09:00.
- PM Peak : Monday to Friday inclusive: 15:30 to 18:30.

There are no lane closure time restrictions over weekends.

The service provider shall submit proposals in connection with all signs and accommodation of traffic to the district manager or his/her representative for approval.

4.10.2 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.

4.10.3 Temporary Traffic-Control Facilities

The service provider shall provide, erect and maintain the necessary traffic-control devices, road signs, channelisation 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.

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 construction, 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).

4.10.4 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 district manager or his/her representative.

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.

4.10.5 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.

4.10.6 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.

4.10.7 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.

4.10.8 Measurement & 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 the monthly combination units 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, channelisation devices, barricades, warning devices, flashing lights, flagmen, barriers, delineators, cones, barricades, road studs and road marking.

4.11 STANDARD OF WORKMANSHIP

The attention of Service Providers is particularly drawn to the high standard of workmanship applicable to this Contract.

4.11.1 Previous Experience

The Service Provider must have the necessary vehicles, plant, machinery, equipment, containers and staff who have had previous experience in cleaning and cleaning of sewers or other large diameter pipelines using bucket machines to carry out the Works.

The experience required is primarily in regard to the Contracting company itself, although the experience of individuals employed by the firm is also of importance.

Over and above the daily requirements for site visits by the Contracts Manager, they need to be available on-site when the City's Representative requires their attendance.

4.11.2 Identification and Uniforms

Service Providers shall provide all their 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 Council's representative the Service Provider shall submit their staff identification cards for inspection.

Service Providers shall provide a readily recognizable, level two type (minimum) 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 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 for this contract, so that they can be readily observed and their performance monitored. Bibs shall be replenished as they become worn or damaged, and on at least a semi-annual basis.

4.11.3 Performance Monitoring

Service Providers shall execute the Works in strict accordance with the contract to the satisfaction of the Council's Representative and shall comply with and adhere strictly to the Council's Representative's instructions and directions on any matter (whether mentioned in the contract or not). The Tenderer shall take instructions and directions only from the Council's Representative.

Works can only commence once the Service Provider has received a Purchase Order together with the written instruction from the Council's Representative with an explanatory drawing of the Works. No payment will be made unless the written instruction with the drawing for the Works is submitted with the tenderers payment invoices.

Service Providers shall allow the Council's Representative to have access at all times to inspect the work being conducted, to inspect all records and documents maintained by the Service Providers regarding work performed, and to inspect the equipment being used, including spare parts inventories, stores, and workshop repair facilities if required.

The Service Providers shall respond to all complaints regarding work provided under this contract courteously and promptly. The Service Providers shall inform the Council's representative immediately of any problems on-site.

4.12 HEALTH AND SAFETY REQUIREMENTS

4.12.1 Occupational Health and Safety Act 1993 (Act no. 85 of 1993)

The Service Provider shall comply with the Occupational Health and Safety Act 1993 (Act no. 85 of 1993).

All the work included in this Contract shall, for the purpose of complying with the OHS Act and the Construction regulations, be deemed to be "construction work".

It should be noted that, with a few exceptions, the Standard Specifications and the Project Specifications are "end product specifications" and not "method specifications". As the methods of construction to be used are generally determined by the Service Provider, detailed safety requirements applicable to all the operations to be carried out on Site are provided in the project documentation. The Service Provider shall apply all the relevant safety regulations and requirements to the work methods and materials used.

The Service Provider who will be working with live sewers shall be required to observe those sections of the Act and Regulations which deal with working in confined spaces and dealing with hazardous

gases. All manholes and sewers shall be tested for hazardous gases on a continuous basis to ensure worker safety. The Service Provider shall ensure that the necessary functional, calibrated and certified gas testing equipment is available on site at all times and breathing apparatus shall be available as and when required.

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

4.12.2 Factories, Machinery and Building Work Act of 1941 (Act 22 of 1941)

All equipment provided and used and all work carried out under this Contract shall meet the requirements of the Occupational Health Safety Act and those Regulations under the Factories, Machinery and Building Work Act of 1941 still remaining in force.

4.12.3 Personnel Protective Equipment

The Service Provider shall provide all his/her workers with all necessary protective clothing for use at all times which facilitates their work and limits their direct contact with the sewage debris/silt material and shall ensure that, at least, the following list of personnel protective equipment is in general use:

- Safety harnesses for working in confined spaces.
- Breathing apparatus for toxic gases and oxygen-deficient areas.
- Hard hats where required
- Gas detectors
- Gloves for cut resistance.
- Earmuffs or earplugs for noise from machines.
- Overalls for body protection
- Safety shoes/boots with steel toe caps for foot protection.
- Waders and waterproof jackets.
- Reflective vests

The Contractor shall ensure that all workers are issued with the necessary personal protective clothing in line with Covid-19.

4.12.4 Health and Safety

The Health and Safety aspects to cover the proposed work is contained in the Contract Specific Health and Safety plan contained in Annexure D. The Service Provider must comply with these specifications. The cost for complying with the Health and Safety requirements is deemed to be included in the tendered rates.

At the commencement of each sewer cleaning project, the successful Service Provider(s) will be required to submit a comprehensive Health and Safety Plan for the relevant work project.

4.12.5 Noise Permits

All Service Provider(s) who are awarded contracts to undertake the cleaning of sewers using “Bucket Machines” will be required to apply for and maintain the necessary Noise Permits whilst carrying out the service for the duration of the contract. The cost of acquiring and maintaining such permits is to be included in the tendered rates.

4.12.6 Vaccination Certificates and Medical Reports

Successful Service Provider(s) will be required to provide proof of applicable valid vaccination certificates or medical reports from a registered Medical Practitioner (Doctor) prior to the commencement of the contract. This is a preventative measure to ensure the health and safety of all field employees working with sewage.

For the duration of the contract, the service provider is required to submit annually an update of valid vaccination certificates and medical reports.

4.13 AVAILABLE FACILITIES

4.13.1 Facilities

No toilet, water, electricity or storage facilities are available and the Service Provider is to make his own arrangements with regard thereto.

4.13.2 Water Supply

The Service Provider shall make his/her own arrangements for the supply of water for the cleaning requirements. Only City of Cape Town metered standpipes shall be used and these can be obtained from the Water and Sanitation Depots against a deposit. Normal charges will be levied for water consumption.

4.14 GENERAL INFORMATION FOR THE SERVICING SPECIFICATIONS

4.14.1 Supply all equipment

The Service Provider is to supply all equipment required to undertake and complete the work as specified and no additional payment will be entertained.

4.14.2 Communication

The Service Provider is to provide his supervisory and operational staff with cellular phones/two-way radio for communication and contact purposes for the duration of the contract.

4.14.3 Office hours for administration purposes

Office Hours are from 08h00 until 16h00 between on weekdays for administration purposes

4.14.4 Working hours

Normal working hours are Monday to Friday from 07h30 until 16h30 with 30 minutes for a lunch break and no work is permitted on Saturdays, Sundays and Public Holidays without the written permission of the City of Cape Town's Representative at the same rates tendered as per the Pricing Schedule.

4.14.5 Human Remains

The Service Provider's supervisory agent at the site 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.

4.15 SECURITY

The Service Provider shall take every precaution to ensure the safety of all staff and to protect the infrastructure being cleaned from theft and vandalism. The Service Provider shall be responsible for the safety and security of his personnel, plant/equipment on site and the working area in general and at all times from establishment to de-establishment. The Service Provider shall therefore acquaint himself with the current situation in the area with regard to safety and security (liaising with the local police as necessary) and shall provide all security measures, including the employment of accredited security services, as deemed necessary to comply with the requirements under this clause on the Contract. All security staff employed for the cleaning operation must be registered with the Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available upon request. The security arrangements must be discussed with and approved by the Council representative prior to

commencement of the work.

All security staff employed by the Service Provider shall be registered with the Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the employer's agent upon request.

Unarmed is defined as any non-lethal equipment such as a baton, stun gun, taser or pepper spray. Armed shall include a firearm along with the relevant South African Police Service firearm competency.

Armed guards will only be utilised under extraordinary circumstances and will require the written approval of the relevant Contract Manager.

4.16 FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (**Annex 3**).
- b) B-BBEE Sub-Contract Expenditure Report (**Annex 4**).
- c) Joint Venture Expenditure Report (**Annex 5**).

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

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

The Monthly Project Labour Reports shall be submitted electronically monthly via the Project Manager to the CCT's Corporate EPWP Office at EPWPLR@capetown.gov.za for capturing.

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

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

ANNEX 3: MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



Instructions for completing and submitting forms

General

- 1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
- 2 Incomplete / incorrect / illegible forms will not be accepted.
- 3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
- 4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Only the Project Number supplied by the Corporate EPWP Office must be inserted.
The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

- 8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
- 10 Was the beneficiary sourced from the City's job seeker database?
- 11 The contract end date as stated in the beneficiary's employment contract.
- 12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
- 13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
- 14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

- 15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- 16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
- 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

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

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

MONTHLY PROJECT LABOUR REPORT



BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:				Year		Month		Sheet				
								1 of				

	(8)	(8)	(8)	(9)			(10)		(11)	(12)	(13)	(14)
No.	First name	Surname	ID number	New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	Job seeker 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			

ANNEX 4 BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION: _____

SUPPLIER: _____

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

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

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

¹Documentary evidence to be provided

Total: R

Expressed as a percentage of P* %

Signatures

Declared by supplier to be true and correct: _____

Date: _____

Verified by CCT Project Manager: _____

Date: _____

ANNEX 5: PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)

**TENDER NO. AND
DESCRIPTION:**

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

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

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

¹Documentary evidence to be provided

Signatures

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

Date:

**Verified by CCT
Project Manager:**

Date:

PART 5 : PRICING SCHEDULE

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation, insurances, guarantees, Occupational Health and Safety compliance, Environmental compliance etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 Sub-contracting the service of the combination unit and security will be allowed. All other sub-contracting will require the approval of the Employer.
- 5.9 Rates will be applicable to all regions within the City of Cape Town Municipal boundaries.

SCHEDULE OF RATES (CITY-WIDE):

ITEM	DESCRIPTION	UNIT	RATE (Excl. VAT) (R)
1	Cleaning and removal of all silt, sand, stones, roots and other debris from <u>sewer conduits</u>, from 150mm diameter and larger within the City of Cape Town Metropolitan Area		
1.1	150mm to 250mm diameter	Per Ton	3 200.00
1.2	>250mm to 350 mm diameter	Per Ton	3 200.00
1.3	>350 mm to 450mm diameter	Per Ton	2 800.00
1.4	>450mm to 550mm diameter	Per Ton	2 800.00
1.5	>550mm to 650mm diameter	Per Ton	2 800.00
1.6	>650mm to 750mm diameter	Per Ton	2 800.00
1.7	>750mm to 850mm diameter	Per Ton	2 400.00
1.8	>850mm to 950mm diameter	Per Ton	2 400.00
1.9	>950mm to 1050mm diameter	Per Ton	2 400.00
1.10	>1050mm to 1150mm diameter	Per Ton	1 800.00
1.11	>1150mm to 1250mm diameter	Per Ton	1 800.00
1.12	>1250mm to 1350mm diameter	Per Ton	1 800.00
1.13	>1350mm diameter	Per Ton	1 800.00
2	Transportation		
2.1	Transportation of all debris to the Vissershok Private Waste Disposal Site	Rate per Ton per kilometre(T/km)	2.00
3	Dumping at Vissershok Private Landfill Site		
3.1	Cost of dumping at Vissershok Private Waste Disposal Site including all fees and chemicals (All vehicle types)	Rate per ton	1 500.00
4	Combination Unit		
4.1	Supply Combination Unit - High Pressure Jet Machine and Suction Unit on A Single Chassis (Including Root Cutting Equipment)	Rate per hour	600.00

SCHEDULE OF RATES (CITY-WIDE) CONTINUED:

ITEM	DESCRIPTION	UNIT	RATE (Excl. VAT) (R)
5	Provision of Security Services		
5.1	PSiRA Grade A Guard	Hour	41.63
5.2	PSiRA Grade B Armed/Unarmed Guard	Hour	36.20
5.3	PSiRA Grade C Armed/Unarmed Guard	Hour	32.91
5.4	PSiRA Grade D Unarmed Guard	Hour	32.91
6	Insurances, Guarantees and Compliance		
6.1	Provision of all insurances and guarantees required in terms of the Contract for the 5-year contract duration	Sum	150 000.00
6.2	Compliance with the Project Specific Health and Safety Specifications, Construction Regulations (7 February 2014) and Occupational Health and Safety Act (No.85 of 1993) for the 5-year contract duration	Sum	100 000.00

PART 6 - OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

TENDER NO: 149S/2021/2022

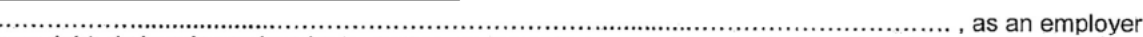
(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

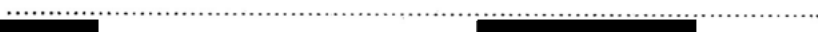
LAZAR CIVIL ENGINEERING CC
(Supplier/Mandatory/Company/CC Name)

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

I, , representing

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

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

COID ACT Registration Number: 

OR Compensation Insurer:  Policy No.: 

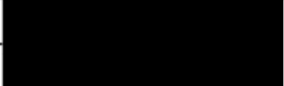
I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out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

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

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

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

Signed at 

Signed at  on the  day of  20 

Witness

for and on behalf of
City of Cape Town