

TENDER NO. 459C/2010/11

SCM 516



CONTRACT DOCUMENT

FOR THE

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

(RETURNABLE DOCUMENT)

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 53** of this document (see also Clause F.4.1 on **page 11**)
- The Preferencing Schedule (HDI equity ownership) is on **page 50** of this document

APPROVED & ISSUED BY:

**THE DIRECTOR : ELECTRICITY SERVICES
CITY OF CAPE TOWN
P.O Box 82
CAPE TOWN
8000**

APRIL 2011

APPROVED BY:

DIRECTOR: ELECTRICITY SERVICES

Date

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT No. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

SCHEDULE 3 : A) TAX CLEARANCE CERTIFICATE AND B) FINANCIAL STATEMENTS FOR CONTRACTS OVER R10 MILLION

A. TAX CLEARANCE CERTIFICATE

An original valid Tax Clearance Certificate from the South African Revenue Service (SARS) shall be attached to this Schedule or proof that the tenderer has made arrangements with SARS to meet his or her outstanding tax obligations.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

See attached

SIGNED ON BEHALF OF TENDERER:

B. INFORMATION REQUIRED FOR CONTRACTS OVER R10 MILLION

Tenderers are referred to Clause F.2.18.1 and shall attach all the required documentation to this Schedule where a tender price exceeds R10 million.

Each party to a Consortium/Joint Venture shall submit a separate set of documents.

na

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT No. 459C/2010/11

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SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 06/13

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

SCHEDULE 4: A) CONFIRMATION OF CoCT VENDOR DATABASE REGISTRATION

COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE
	YES	

Tenderers who are not registered on the City of Cape Town's Vendor Database are not precluded from submitting tenders, but must however be registered prior to the evaluation of tenders in order for their tenders to be responsive.

In this regard it is the sole responsibility of tenderers to ensure that this requirement is complied with. In the case of Joint Venture Partnerships this requirement will apply to each party to the Joint Venture.

SCHEDULE 4: B) CONFIRMATION OF WCSD REGISTRATION

COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE
	YES.	

Tenderers who are not registered and verified on the Western Cape Supplier Database are not precluded from submitting tenders, but must be registered and verified prior to the evaluation of tenders in order to qualify for preference points.

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CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 06/13

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ELECTRICITY : GENERATION

CONTRACT NO. 06/13

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SIGNED ON BEHALF OF TENDERER:

Tender
Part T2: Returnable documents
Reference No. 459C/2010/11

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 06/13

PROVISION OF PROFESSIONAL SERVICES; DECOMMISSIONING OF ATHLONE POWER STATION

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SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 06/13

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

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CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

SCHEDULE 5A : DECLARATION IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT (No. 56 of 2003)

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☒
1.1.1	If so, furnish particulars:		
1.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 3265445).	Yes ☐	No ☒
1.2.1	If so, furnish particulars:		
1.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☒
1.3.1	If so, furnish particulars:		
1.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☒
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the Tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☒
1.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

17 JUNE 2011
.....
Date

.....
Position

.....
Name of Tenderer

*where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

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Signature

Date

17 June 2011

Position

Name of Tenderer

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CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

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Signature

Date

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ELECTRICITY : GENERATION

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Signature

Date

17/06/2011

Position

Name of Tenderer

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CITY OF CAPE TOWN

ELECTRICITY : GENERATION

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Signature /

2011-06-14-
Date

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Position

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Name of Tenderer

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CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

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Signature

15/6/2011.
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Date

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Position

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Name of Tenderer

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CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

SCHEDULE 5B : CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. 459C/2010/11: PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

in response to the invitation for the tender made by the City of Cape Town, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender;
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this invitation to tender relates;

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

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

SCHEDULE 5B : CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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in response to the invitation for the tender made by the City of Cape Town, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this invitation to tender;
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 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering;
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 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender;
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this invitation to tender relates;

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

9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract;
10. I am aware that , in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

Signature

17th JUNE 2011
Date

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

SCHEDULE 5B : CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. 459C/2010/11: PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

in response to the invitation for the tender made by the City of Cape Town, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender;
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this invitation to tender relates;

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

9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract;
10. I am aware that , in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

SCHEDULE 5B : CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. 459C/2010/11: PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

in response to the invitation for the tender made by the City of Cape Town, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender;
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this invitation to tender relates;

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

9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract;
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

14 June 2011
.....
Date

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

SCHEDULE 5B : CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. 459C/2010/11: PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

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I certify, on behalf of: _____ that:
(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender;
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this invitation to tender relates;

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

9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract;
10. I am aware that , in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

Signature

Date

17/06/2011

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

SCHEDULE 5B : CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. 459C/2010/11: PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

in response to the invitation for the tender made by the City of Cape Town, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender;
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this invitation to tender relates;

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

9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract;
10. I am aware that , in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

Signature P

Date

2011-06-14

9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract;
10. I am aware that , in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

Signature 

Date

16/JUNE/2011

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

SCHEDULE 6 : CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

The tenderer shall indicate on the schedule below particulars of all consultancy services provided to organs of state by all offices country wide in the last five years. Tenderers shall also indicate, by means of a cross (x) in the last column, which, if any, of the services listed are of a similar nature, to those being tendered for in terms of this tender.

Where the entity tendering is a joint venture, the particulars of services provided to organs of state by each party to the joint venture, must be submitted as part of this schedule (additional pages may be added if necessary).

CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE				
TITLE OF PROJECT	VALUE OF CONTRACT	EMPLOYER	DATE COMPLETED	SIMILAR SERVICE
See attached				

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

SCHEDULE 6 : CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

The tenderer shall indicate on the schedule below particulars of all consultancy services provided to organs of state by all offices country wide in the last five years. Tenderers shall also indicate, by means of a cross (x) in the last column, which, if any, of the services listed are of a similar nature, to those being tendered for in terms of this tender.

Where the entity tendering is a joint venture, the particulars of services provided to organs of state by each party to the joint venture, must be submitted as part of this schedule (additional pages may be added if necessary).

CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE				
TITLE OF PROJECT	VALUE OF CONTRACT	EMPLOYER	DATE COMPLETED	SIMILAR SERVICE
REPAIR & MAINTENANCE DCS - DRAKENSTEIN PRISON MECHANICAL & ELECTRICAL INSTALLATION - INCL BOILERS	R23 MILLION	PUBLIC WORKS.	2006 2012.	YES BOILERS
UPGRADE OF FIRE FIGHTING CAPABILITY - SANAD.	R28 MILLION	PUBLIC WORKS.	2011	YES FIRE
SURVEY & REPORT OF STANDBY GENERATION FOR DCS PRISONS	R1200000	PUBLIC WORKS	2011	YES POWER GEN.
HVAC, SMOKE VENT, COMP- RESSED AIR INSTALLATION, LIFTS	R17500000		2010	YES HVAC
L-HVAC FIRE, WATER COOLED SYSTEM	R7000000		2010.	YES HVAC WATER

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

SCHEDULE 6 : CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

The tenderer shall indicate on the schedule below particulars of all consultancy services provided to organs of state by all offices country wide in the last five years. Tenderers shall also indicate, by means of a cross (x) in the last column, which, if any, of the services listed are of a similar nature, to those being tendered for in terms of this tender.

Where the entity tendering is a joint venture, the particulars of services provided to organs of state by each party to the joint venture, must be submitted as part of this schedule (additional pages may be added if necessary).

CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE				
TITLE OF PROJECT	VALUE OF CONTRACT	EMPLOYER	DATE COMPLETED	SIMILAR SERVICE
HERITAGE SURVEYS FOR • DRAKENSTEIN MUNICIPALITY • SWARTLAND " • OVERSAND " HERITAGE IMPACT ASSESSMENTS • ST HELENA BAY • BLANDS BAY • PARLWATER	 n/a	VARIOUS MUNICIPALITIES	VARIOUS	

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

SCHEDULE 6 : CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

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Where the entity tendering is a joint venture, the particulars of services provided to organs of state by each party to the joint venture, must be submitted as part of this schedule (additional pages may be added if necessary).

CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE				
TITLE OF PROJECT	VALUE OF CONTRACT	EMPLOYER	DATE COMPLETED	SIMILAR SERVICE
① Silver Town Urban Renewal Project	27 Million	COCT	2007	—
② Dibanisa Lintsapho Hostels to Homes Project Phase SB Nyanga	36 Million	COCT	2008	—
④ Watergang Kayemandi Housing Project	18 Million		2009	—

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

SCHEDULE NO. 7: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

To: THE CITY MANAGER, CITY OF CAPE TOWN

**CERTIFICATE FOR MUNICIPAL SERVICES
AND PAYMENTS TO SERVICE PROVIDER**

Information required in terms of the City's Supply Chain Management Policy, Clauses 45.1 and 114.2

TENDER NO: 459C/2010/11: PROVISION OF PROFESSIONAL SERVICES – DECOMMISSIONING OF
ATHLONE POWER STATION

NAME OF THE TENDERER:

FURTHER DETAILS OF THE TENDERER/S; Proprietor / Director/s / Partners, etc:

Physical Business address of the Tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the additional details to the Contract Document

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number

I, _____, the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature

THUS DONE AND SIGNED for and on behalf on the Tenderer/Contractor

at CAPE TOWN on the 15 day of JUNE 2011
(PLACE) (DATE) (MONTH) (YEAR)

Please Note:

Even if the requested information is not applicable to the Tenderer, the table above should be endorsed
Not Applicable and THIS DECLARATION MUST STILL BE SIGNED

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

SCHEDULE 6 : CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

The tenderer shall indicate on the schedule below particulars of all consultancy services provided to organs of state by all offices country wide in the last five years. Tenderers shall also indicate, by means of a cross (x) in the last column, which, if any, of the services listed are of a similar nature, to those being tendered for in terms of this tender.

Where the entity tendering is a joint venture, the particulars of services provided to organs of state by each party to the joint venture, must be submitted as part of this schedule (additional pages may be added if necessary).

CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE				
TITLE OF PROJECT	VALUE OF CONTRACT	EMPLOYER	DATE COMPLETED	SIMILAR SERVICE
NONE				

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

SCHEDULE NO. 7: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

To: THE CITY MANAGER, CITY OF CAPE TOWN

**CERTIFICATE FOR MUNICIPAL SERVICES
AND PAYMENTS TO SERVICE PROVIDER**

Information required in terms of the City's Supply Chain Management Policy, Clauses 45.1 and 114.2

TENDER NO: 459C/2010/11: PROVISION OF PROFESSIONAL SERVICES – DECOMMISSIONING OF
ATHLONE POWER STATION

NAME OF THE TENDERER:

FURTHER DETAILS OF THE TENDERER/S; Proprietor / Director/s / Partners, etc:

Physical Business Address of the Tenderer	Municipal Account number(s)
	NOT APPLICABLE

If there is not enough space for all the names, please attach the additional details to the Contract Document

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

THUS DONE AND SIGNED for and on behalf on the Tenderer/Contractor
at DARLING on the 17th day of JUNE 2011
(PLACE) (DATE) (MONTH) (YEAR)

Please Note:

Even if the requested information is not applicable to the Tenderer, the table above should be endorsed **Not Applicable** and THIS DECLARATION MUST STILL BE SIGNED

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

SCHEDULE NO. 7: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

To: THE CITY MANAGER, CITY OF CAPE TOWN

**CERTIFICATE FOR MUNICIPAL SERVICES
AND PAYMENTS TO SERVICE PROVIDER**

Information required in terms of the City's Supply Chain Management Policy, Clauses 45.1 and 114.2

**TENDER NO: 459C/2010/11: PROVISION OF PROFESSIONAL SERVICES – DECOMMISSIONING OF
ATHLONE POWER STATION**

NAME OF THE TENDERER:

FURTHER DETAILS OF THE TENDERER/S; Proprietor / Director/s / Partners; etc:

Physical Business address of the Tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the additional details to the Contract Document

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)
			N/A

I, _____, the undersigned,
(full name in block letters)
certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature

THUS DONE AND SIGNED for and on behalf on the Tenderer/Contractor

at Cape Town on the 14 day of June 2011
(PLACE) (DATE) (MONTH) (YEAR)

Please Note:

Even if the requested information is not applicable to the Tenderer, the table above should be endorsed Not Applicable and THIS DECLARATION MUST STILL BE SIGNED

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

SCHEDULE NO. 7: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

To: THE CITY MANAGER, CITY OF CAPE TOWN

**CERTIFICATE FOR MUNICIPAL SERVICES
AND PAYMENTS TO SERVICE PROVIDER**

Information required in terms of the City's Supply Chain Management Policy, Clauses 45.1 and 114.2

TENDER NO: 459C/2010/11: PROVISION OF PROFESSIONAL SERVICES – DECOMMISSIONING OF
ATHLONE POWER STATION

NAME OF THE TENDERER:

FURTHER DETAILS OF THE TENDERER/S; Proprietor / Director/s / Partners, etc:

Physical Business address of the Tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the additional details to the Contract Document

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)
V	5	1	1

I, _____, the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature in
THUS DONE SIGNED for and on behalf of the Tenderer/Contractor

at BELLVILLE on the 14TH day of JUNE 2011
(PLACE) (DATE) (MONTH) (YEAR)

Please Note:

Even if the requested information is not applicable to the Tenderer, the table above should be endorsed
Not Applicable and THIS DECLARATION MUST STILL BE SIGNED

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

SCHEDULE 8 : KEY PERSONNEL

The tenderer is referred to clause F.2.1.1.4 of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of each individual must be appended to this schedule.

PROJECT MANAGER/LEADER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

HERITAGE ARCHITECT/SPECIALIST				
NAME	JOB TITLE	QUALIFICATIONS		NO. OF YEARS SPECIFIED EXPERIENCE

STRUCTURAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

ENVIRONMENTAL SPECIALIST				
NAME	JOB TITLE	QUALIFICATIONS	NO. OF YEARS SPECIFIED EXPERIENCE	

OCCUPATIONAL HEALTH AND SAFETY SPECIALIST				
NAME	JOB TITLE	QUALIFICATIONS	NO. OF YEARS SPECIFIED EXPERIENCE	

APPROVED INSPECTION AUTHORITY (AIA) - HYGIENIST				
NAME	JOB TITLE	QUALIFICATIONS	DEPT OF LABOUR REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

ELECTRICAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
				9 YEARS
				208

ENVIRONMENTAL SPECIALIST

NAME	JOB TITLE	QUALIFICATIONS	NO. OF YEARS SPECIFIED EXPERIENCE

OCCUPATIONAL HEALTH AND SAFETY SPECIALIST

NAME	JOB TITLE	QUALIFICATIONS	NO. OF YEARS SPECIFIED EXPERIENCE

APPROVED INSPECTION AUTHORITY (AIA) - HYGIENIST

NAME	JOB TITLE	QUALIFICATIONS	DEPT OF LABOUR REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
①				
②				

ELECTRICAL ENGINEER

NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

ENVIRONMENTAL SPECIALIST				
NAME	JOB TITLE	QUALIFICATIONS	NO. OF YEARS SPECIFIED EXPERIENCE	

OCCUPATIONAL HEALTH AND SAFETY SPECIALIST				
NAME	JOB TITLE	QUALIFICATIONS	NO. OF YEARS SPECIFIED EXPERIENCE	

APPROVED INSPECTION AUTHORITY (AIA) - HYGIENIST				
NAME	JOB TITLE	QUALIFICATIONS	DEPT OF LABOUR REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

ELECTRICAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

CIVIL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

QUANTITY SURVEYOR				
NAME	JOB TITLE	QUALIFICATIONS	SACQSP REGISTRATION	NO. OF YEARS SPECIFIED EXPERIENCE
Mr. [illegible]	Quantity Surveyor	B.Sc. (Hons) Quantity Surveying	2	

MECHANICAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION	NO. OF YEARS SPECIFIED EXPERIENCE

SIGNED ON BEHALF OF TENDERER: _____

CIVIL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
QUANTITY SURVEYOR				
NAME	JOB TITLE	QUALIFICATIONS	SACQSP REGISTRATION	NO. OF YEARS SPECIFIED EXPERIENCE
MECHANICAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION	NO. OF YEARS SPECIFIED EXPERIENCE

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

SCHEDULE 10 : PROFESSIONAL INDEMNITY INSURANCE

The tenderer is referred to clause F.2.1.1.6 of the Tender Data and shall state below details of the professional indemnity insurance held by the tenderer. Where the tenderer is a joint venture, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be appended to this schedule.

PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IRO EACH CLAIM

SIGNED ON BEHALF OF TENDERER:

Tender
Part T2: Returnable documents
Reference No. 459C/2010/11

1.2.2
Returnable Schedules

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

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PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IRO EACH CLAIM
		R5 000 000,00

SIGNED ON BEHALF OF TENDERER:

Tender
Part T2: Returnable documents
Reference No. 459C/2010/11

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

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NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IRO EACH CLAIM
See Attached		

SIGNED ON BEHALF OF TENDERER:

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CONTRACT NO. 459C/2010/11

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PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IRO EACH CLAIM
IN PROCESS OF UPGRADING		

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

SCHEDULE 11 : PROPOSED WORK PLAN

The tenderer shall append their proposed work plan to this Schedule.

It should be noted that while a programme may form part of the required work plan, more than a programme is expected in response to this requirement. The work plan must indicate the approach and methodology that the tenderer intends following in order to reach the required outcomes. The work plan must show that the tenderer has appreciated the Scope of Work, and has good insight as to what actions or activities are required in order to comply with the Employer's objectives. The proposed work plan is an important document based upon which up to 10 score points for quality will be awarded. Tenderers should however endeavor to keep their submissions in this regard to a maximum of 5 pages.

SEE ATTACHED

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

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CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

SCHEDULE 12 : EXPERTISE OF KEY PERSONNEL

Notwithstanding having appended the Curriculum Vitae of the key personnel to Schedule 8 above, the tenderer shall append to this schedule, a statement for each of the individuals identified, which indicates any fields of specialisation and any recent experience that is relevant to this particular project (which may or may not have formed part of the individual's CVs). Tenderers should indicate what particular aspect of the project the specialisation or experience is relevant to.

- Up to 15 score points for quality will be awarded for relevant expertise of the key personnel.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

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(SEE ATTACHED)

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CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATRILONE POWER STATION

SCHEDULE 13 : TRACK RECORD

The tenderer shall indicate on the schedule below all projects involving environmental, heritage and structural assessment projects as well as decommissioning projects that have been successfully completed in their local office in the past three years, or that are underway at present.

Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary). A score for each will be combined in proportion to the percentage contribution of each party to the joint venture.

Up to 10 score points will be awarded for quality according to the nature and scale of projects listed.

TRACK RECORD			
TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (include contact details)	DATE COMPLETED
1. Manage maintenance of 290 MW coal fired power station	R5,0 million operating budget	Trans Eskom	MARCH 1985
2. Lead Engineer : Decommissioning removal and replacement of 3km bunker fuel pipelines in Cape Town Harbour	R10 million	Trans Eskom	DEC 1995
3. Lead Engineer - manage design, tender and construction contract for bulk lubricants depot	R 2,0 million	Trans Eskom	1997
4. Lead Engineer - manage design, tender and construction projects for Retail and Commercial marketing depot ment	R18,0 million	Trans Eskom	1995 - 2000
5. Lead Engineer - manage design, tender and construction of Aviation fuel depot at Cape Town Airport	R 2,0 million	Trans Eskom	1999

SIGNED ON BEHALF OF TENDERER

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT NO. 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

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Up to 10 score points will awarded for quality according to the nature and scale of projects listed.

TRACK RECORD			
TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (include contact details)	DATE COMPLETED
6. Technical Standards Engineer			
- Loading Automation of BP bulk storage depots	R 20 million		2001
- Additive pump and tank design and installation	R 5 million		To 2006
- Beira bulk storage depot upgrade	R 56 million		

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TRACK RECORD			
TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (include contact details)	DATE COMPLETED
SEE ADDITIONAL PAGE			

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CITY OF CAPE TOWN

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TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (include contact details)	DATE COMPLETED
See Attached			

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SEE ATTACHED			

SIGNED ON BEHALF OF TENDERER:

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TRACK RECORD			
TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (include contact details)	DATE COMPLETED
See Attached			

SIGNED ON BEHALF OF TENDERER:

TENDER NO. 459C/2010/11

SCM 516



CITY OF CAPE TOWN | ISIXENQ SASAKAPA | STAD KAAPSTAD

Version: 0311

CONTRACT DOCUMENT

OR THE

**PROVISION OF PROFESSIONAL SERVICES:
DECOMMISSIONING OF ATHLONE POWER STATION**

(RETURNABLE DOCUMENT)

NOTE:

- The Form of Offer and Acceptance (C1.1) is on page 53 of this document (see also Clause F.4.1 on page 11)
- The Preferencing Schedule (HDI equity ownership) is on page 50 of this document

APPROVED & ISSUED BY:

THE DIRECTOR : ELECTRICITY SERVICES
CITY OF CAPE TOWN
P.O Box 82
CAPE TOWN
8000

APRIL 2011

Part C1: Agreements and Contract Data

	Pages
C1.1 Form of Offer and Acceptance	53 – 56
C1.2 Contract Data	57 – 60
C1.3 Occupational Health and Safety Agreement	61 – 62

TENDER SERIAL No.: 5		
INITIALS OF OFFICIALS		
1	2	3

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT No 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

CONTRACT 459C/2010/11: PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION :

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand Eleven Million, One hundred and Thirteen Thousand, Eight Hundred
and Twenty Nine Rand and Thirty Nine Cents (in words);
 R. 11,113,829.39 (in figures).

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and
address of
organization/tenderer)

Name and
signature
of witness

Date 15 JUNE 2011

Acceptance

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 service provider the amount due in accordance with the conditions of contract identified in the contract data. 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:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

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

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill 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 tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature

Name

Capacity

for the
Employer

Name and
signature
of witness

Date

Schedule of Deviations

1 Subject
 Details

2 Subject
 Details

3 Subject
 Details

4 Subject
 Details

5 Subject
 Details

**ONLY TO BE COMPLETED AT
 ACCEPTANCE STAGE**

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data 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 employer 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.

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization/tenderer) Name and
signature
of witness Date**For the Employer:**

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
CITY OF CAPE TOWN
ENS House
2 Lower Loop Street
Cape TownName and
signature
of witness Date**ONLY TO BE COMPLETED AT
ACCEPTANCE STAGE**

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT No 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are the **Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015)**, as published by the Construction Industry Development Board.

Copies of these General Conditions of Contract may be obtained from the Construction Industry Development Board's website www.cidb.org.za. Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the Employer.

The pro-formas attached to the Standard Professional Services Contract (July 2009) on pages 17 to 24 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

The Employer is the CITY OF CAPE TOWN.

*Add the following to the definition of **Service Provider**:*

The contracting party may be a consortium/joint venture contracting as a formally constituted Joint Venture Partnership, in which all parties are jointly and severally liable. In terms of this definition, the words consortium and joint venture shall be regarded as synonymous.

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorised and designated representative of the Employer is the **DIRECTOR: ELECTRICITY SERVICES**.

The address for receipt of communications is:

Telephone:

Facsimile:

E-mail:

Postal Address:

CAPE TOWN
8000

Physical Address:

CAPE TOWN
8001

Clause 1

Add the following:

The project is the PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

The Start Date is the date when the tenderer receives one fully completed original copy of this document, including the acceptance part of the form of offer and acceptance, and schedule of deviations (if any)

Clause 3.5:

Add the following:

The location for the performance of the Project will be split between the Athlone Power Station site, off Bhunga Avenue, Langa, Cape Town and the LOCAL OFFICE of the service provider.

Clause 3.9.3

Add the following:

The time-based fees used to determine changes to the Contract Price are as started in the Pricing Data.

Clause 3.15.1:

Add the following:

The programme shall be submitted within 14 days of receipt of the Acceptance of the tender Offer (the Start Date).

Clause 3.16.2:

Add the following:

The indices are those contained in Table A of the P0141 Consumer Price Index for the CPI for all services published by Statistics South Africa.

Clause 4.7

Add the following:

For payment purposes (refer to Clause 8 of Part C2.1: Pricing Assumptions) "Close-Out" has been included under the Contract Administration and Inspection stage of the Service. The Service Provider will be required, at the time of issue of the Certificate of Completion (to the Contractor) to claim the total fee (100%) for normal services, less a 5% retention amount of the total fee. The retention will be released on successful completion of the contractor's maintenance period.

Clause 5.4.1:

Add the following:

The Service Provider is required to take out and maintain, for the full duration of the performance of this contract, the following insurance cover:

1. Professional Indemnity Insurance providing cover in an amount of not less than R10 000 000 in respect of each and every claim during the period of insurance.
2. Public Liability Insurance with a limit of indemnity of not less than R10 000 000 for any single claim, the number of claims to be unlimited during the contract period.
3. Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act, Act No 130 of 1993.

The Service Provider shall ensure that any subcontractors engaged in construction activities shall, in addition to the Public Liability and COID Insurances as described above, also take out and maintain contractors all risks Insurance to the value of the work being undertaken.

Clause 5.5:

Add the following:

The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

1. Replacing any of the key personnel listed at the time of tender.
2. Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract
3. Nominating the Engineer's Representative in terms of Clause 3.2.1 (GCC 2010).
4. Delegation of Engineer's authority in terms of Clause 3.2.4 (GCC 2010).
5. Granting permission to work during non-working times in terms of Clause 5.8.1 (GCC 2010).
6. Suspend the progress of the works in terms of Clause 5.11.1 (GCC 2010).
7. The issuing of an instruction to accelerate progress in terms of Clause 5.12.4 (GCC 2010).

Clause 7:

Amend as follows:

Replace all reference to the "Personnel Schedule" in Clause 7 with the "Allocation of Resources Schedule" (Schedule 16).

Clause 8.1:*Add the following:*

The Service Provider is to commence the performance of the Services within 14 days after the date that the Contract becomes effective.

Clause 8.4.3(c):*Add the following:*

The period of suspension under Clause 8.5 is not to exceed 6 months.

Clause 9.1:*Add the following:*

Copyright of documents prepared for the project shall be vested with the Employer.

Clause 11.1:*Add the following:*

A Service Provider may not subcontract any work which he has the skill and competency to perform, unless he has the Employer's prior approval in writing.

Clause 12.1.2:*Add the following:*

Interim settlement of disputes is to be by mediation.

Clause 12.2.1:*Add the following:*

In the event that the parties fail to agree on a mediator, the mediator is nominated by the President of the South African Institution of Civil Engineering.

Clause 12.2.4:*Add the following:*

Final settlement is by litigation.

Add the following new Clause after Clause 14.4:

Clause 14.5: Tax Invoices

Section 20(1) of the Value Added Tax Act of 1991 (Act 89 of 1991) requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

The Service Provider shall provide a tax invoice (VAT invoice) which shall be included with each account delivered to the Employer in terms of Clause 14. Failure by the Service Provider to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

Clause 15:*Add the following:*

The interest rate will be the prime interest rate of the Employer's Bank at the time the amount is due.

Part 2: Data provided by the Service Provider

The Service Provider is:

Postal Address:

Physical Address:

Telephone:

Facsimile:

The authorised and designated representative of the Service Provider is:

Name:

The address for receipt of communication is:

Address:

Telephone:

Facsimile:

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT No 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

C1.3 Occupational Health and Safety Agreement**AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "EMPLOYER") AND**.....
(Service Provider/Mandatar/Company/CC Name)IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 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 appended Occupational Health and Safety Conditions and
undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at on the day of 20....

Witness_____
Mandatar

Signed at on the day of 20

Witness_____
for and on behalf of
City of Cape Town

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

Part C2: Pricing Data

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CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT No 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

C2.1 Pricing Assumptions

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

1. The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work, with reference to the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Board Notice 190 of 2010), where applicable.
2. While it is entirely at the tenderer's discretion as regards pricing the Activity Schedule below, the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Board Notice 190 of 2010) is a useful document that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.
3. For the purpose of the Activity Schedule, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Sum:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
Percentage Fee:	The agreed fee for a service, the extent of which is described in the Scope of Works, expressed as a percentage of a construction contract value or part thereof.
4. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. An item against which no price is entered will be considered to be covered by the other prices or rates in the Activity Schedule.
5. The rates, sums, percentage fees and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
6. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.
7. Tenderers will note that the prices for some items are developed from a tendered fee expressed as a percentage of an estimated contract value (construction cost), or part thereof, which for tendering purposes, are given. Tenderers are required to insert their tendered percentage fee in the space provided. Where prices have been developed from a tendered fee, the final amount due to the Service Provider will be adjusted according to final construction contract values based on the percentage fee tendered.

Only one (flat rate) percentage fee per item may be tendered. A percentage fee tendered on a sliding scale will make the tender non-responsive.

7. The following table shall be used for proportioning the tendered basic fee for normal services (Item No 2) over the various stages of the services:

Stage of Services	Percentage points for each stage
Inception	5
Concept and Viability	25
Design Development	25
Documentation and Procurement	15
Contract Administration and Inspection (including Close-Out)	30*

*"Close-Out" has been included under the Contract Administration and Inspection Stage of the Service. The Service Provider will be required, at the time of issue of the Certificate of Completion (to the Contractor) to claim the total fee (100%) for normal services, less a 5% retention amount of the total fee. The retention will be released on successful completion of the contractor's defect liability period.

9. Tendered time-base fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. All other rates, sums, percentage fees or prices (as applicable) tendered in the Activity Schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract.
10. The categories of persons (A, B, C, D) in respect of time based fee rates shall be as defined in Clause 4.4(2) of the Guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Board Notice 190 of 2010).
11. Where provisional sums are provided in respect of additional services, these amount may be omitted in part or in full should the additional work not be required. Where additional services are to be sub-contracted out by the Service Provider, which do not exceed R200 000,00 (including VAT) in value, the Service Provider will typically be required to invite three quotations from suitably qualified sub-consultants/contractors. Where the sub-contracted services are likely to exceed R200 000,00 (including VAT) in value, the Service Provider shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services.
12. Tenderers are referred to Clause 3.3 (2) of the Scope of Work and the requirement that a level 4 Construction monitoring service be provided by the service provider. The tendered rate for construction monitoring staff shall include all overtime costs in respect of construction monitoring services provided outside of normal working hours.
13. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for normal and additional services rendered.
14. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.

15. Full time construction monitoring staff shall be reimbursed for travelling expenses, for either the return office to site or return home to site journeys, whichever is the lesser. Part time construction monitoring staff shall be reimbursed for either the return office to site or return alternate site to site journeys, whichever is the lesser. Construction monitoring staff engaged in work outside of normal working hours shall be reimbursed for the return home to site journey. Staff other than construction monitoring staff shall only be reimbursed for travelling expenses in respect of trips exceeding 40km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 40 km.
16. The per kilometre rate for the reimbursement of travel expenses shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time. This rate is currently R2,92/km (excluding VAT).
17. Tenderers are to note that the planning for this contract is based on a three year budget which is subject to change. While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Works or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract.

CITY OF CAPE TOWN
ELECTRICITY: GENERATION
CONTRACT No 459C/2010/11
PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

Item No 1 : Normal Services - Planning, Studies, Investigations and Assessments

Item No.	Activity Description	Unit	Quantity	Rate	Amount	Adjusted Rate	Adjusted Amount
1.1	Inception	month	2	R 272,570.00	R 545,140.00	R 373,510.78	R 747,021.55
1.2	Concept and Viability	month	6	R 138,642.47	R 831,854.82	R 189,985.90	R 1,139,915.40
1.3	Design Development	month	4	R 230,086.45	R 920,345.80	R 315,294.30	R 1,261,177.22
1.4	Documentation and Procurement	month	4	R 148,061.53	R 592,246.12	R 202,893.12	R 811,572.47
1.5	Decommissioning Contract Manageme	month	18	R 99,370.34	R 1,788,666.12	R 136,170.13	R 2,451,062.37
1.6	Close Out	month	1	R 533,320.00	R 533,320.00	R 730,824.25	R 730,824.25
TOTAL OF ITEM 1 TO SUMMARY					R 5,211,572.86		R 7,141,573.26

Item No 2 : Additional Services

Item No.	Activity Description	Unit	Quantity	Rate	Amount	Rate	Amount
2.1	Structural <u>additional</u> services as may be required during the execution of the various stages of the project.	hours	320	R 780.00	R 249,600.00	R 1,068.86	R 342,034.30
2.2	Environmental <u>additional</u> services as may be required during the execution of the various stages of the project.	hours	320	R 632.50	R 202,400.00	R 866.73	R 277,354.74
2.3	Heritage <u>additional</u> services as may be required during the execution of the various stages of the project.	hours	160	R 522.50	R 83,600.00	R 716.00	R 114,559.57
2.4	Provide a level 4 construction monitoring services as described in the Scope of Work (Resident Engineer) based on a normal 40hr week.	month	18	R 38,560.00	R 694,080.00	R 52,839.91	R 961,118.46
2.5	Provide a Health monitoring service (hygienist) by an AIA as described in the Scope of Work based on a normal 40hr week.	month	18	R 6,500.00	R 99,000.00	R 7,536.81	R 135,662.64
2.6	Act as Employers agent in terms of the Occupational Health and Safety Act 1993 (Act No 85 of 1993) and the Construction Regulations, 2003 based on a 40hr week.	month	18	R 8,000.00	R 144,000.00	R 10,962.84	R 197,327.48
2.7	Quantity surveyor <u>additional</u> services as may be required during the execution of the various stages of the project.	hours	120	R 990.00	R 118,800.00	R 1,356.63	R 162,795.17
2.8	CAD <u>additional</u> services as may be required during the execution of the various stages of the project.	hours	120	R 330.00	R 39,600.00	R 452.21	R 54,265.06
2.9	Surveyor <u>additional</u> services as may be required during the execution of the various stages of the project.	hours	120	R 650.00	R 66,000.00	R 753.68	R 90,441.76
2.10	Civil <u>additional</u> services as may be required during the execution of the various stages of the project.	hours	120	R 810.00	R 97,200.00	R 1,109.97	R 133,196.05
2.11	Electrical <u>additional</u> services as may be required during the execution of the various stages of the project.	hours	160	R 1,000.00	R 160,000.00	R 1,370.33	R 219,252.76
2.12	Mechanical <u>additional</u> services as may be required during the execution of the various stages of the project.	hours	160	R 1,000.00	R 160,000.00	R 1,370.33	R 219,252.76
2.13	Project Lead <u>additional</u> services as may be required during the execution of the various stages of the project.	hours	160	R 810.00	R 129,600.00	R 1,109.97	R 177,594.73
2.14	Contract Specialist services as may be required during the execution of the various stages of the project.	hours	80	R 900.00	R 72,000.00	R 1,233.30	R 98,663.74
2.15	Geomatic Surveyor services as may be required during the execution of the various stages of the project.	hours	40	R 550.00	R 22,000.00	R 753.68	R 30,147.25
2.16	Land Surveyor services as may be required during the execution of the various stages of the project.	hours	40	R 550.00	R 22,000.00	R 753.68	R 30,147.25
TOTAL OF ITEM 2 TO SUMMARY					R 2,359,880.00		R 3,233,813.74

Item No 3 : Recoverable Expenses (Disbursements)

Item No.	Activity Description	Unit	Quantity	Rate	Amount	Rate	Amount
3.1	Recoverable expenses in respect of printing/copying as specified below:						
	Printing: Size A0	No	50	R 50.00	R 2,500.00	R 68.52	R 3,425.82
	Printing: Size A1	No	50	R 40.00	R 2,000.00	R 54.81	R 2,740.68
	Printing: Size A2	No	50	R 30.00	R 1,500.00	R 41.11	R 2,055.49
	Printing/copying: size A4 (reports and tender documents only)	No	5000	R 1.50	R 7,500.00	R 2.08	R 10,277.47
	Compilations and binding of reports/tender documents, books of drawings	No	50	R 25.00	R 1,250.00	R 34.26	R 1,712.81
	Electronic data provided on CD	No	50	R 30.00	R 1,500.00	R 41.11	R 2,055.49
3.2	Recoverable expenses in respect of travelling.	Provisional Sum			R 200,000.00		R 200,000.00
3.3.1	Other costs incurred on behalf of and with the approval of the Employer.	Provisional Sum			R 1,000,000.00		R 1,000,000.00
3.3.2	Extra over item 3.3.1 above in respect of all other costs, overhead charges and profit.	%	R1,000,000.00	7.5%	R 75,000.00	7.5%	R 75,000.00
	TOTAL OF ITEM 3 TO SUMMARY				R 1,291,250.00		R 1,297,267.86
	SUB-TOTAL				R 8,882,702.86		R 11,872,654.88
	CONTINGENCIES 10%			Cont 10%	R 888,270.29		R 1,187,266.49
	SUB-TOTAL				R 9,748,973.15		R 12,839,820.34
	VAT 14%			VAT 14%	R 1,364,856.24		R 1,797,588.85
	TOTAL				R 11,113,829.39		R 14,637,509.19

Part C3: Scope of Work

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CITY OF CAPE TOWN

ELECTRICITY : GENERATION

CONTRACT No 459C/2010/11

PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION

C3.1 Scope of Work

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1 INTRODUCTION

The City of Cape Town intends appointing a professional team to project manage the decommissioning of the Athlone Power Station. The Service Provider shall be responsible to manage all aspects of the complete decommissioning project. This includes understanding the decommissioning scope, determining the structural integrity of all infrastructure, conducting the necessary Environmental processes in compliance with the National Environmental Management Act 107 of 1998, as amended (NEMA), obtaining all necessary approvals and documentation required for decommissioning, "designing" the decommissioning, preparing contract specifications, assembling tender documentation to the Employer's requirements, assisting the Employer with the tender process, evaluating tenders and making a recommendation on the appointment of a contractor, overseeing the decommissioning contract and finally the close out of the project.

This appointment must comply with the terms of the Municipal Financial Management Act of 2003 and the Municipal Supply Chain Management regulations of 2005 and therefore the appointment must be made through a competitive bidding process. The purpose of this document is therefore to invite tenders from suitably qualified and experienced consulting firms for Contract 459C/2010/11: **PROVISION OF PROFESSIONAL SERVICES: DECOMMISSIONING OF ATHLONE POWER STATION**, which will be evaluated using a financial offer and preference points based system as described in the tender data.

This scope aims to outline what is involved in the decommissioning of the Athlone Power Station to a level that would allow prospective consultants to tender for this project as outlined above.

The Service Provider is required to provide all aspects of the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards. Safety of persons and property is of paramount importance to the Employer and is such should be reflected in all work carried out by the Service Provider. The Service Provider shall be responsible for all service enquiries, wayleave applications and necessary authority or permission from the various Service Authorities and statutory bodies to carry out all work in terms of the project.

2 BACKGROUND INFORMATION

The Athlone Power Station site is centrally situated adjacent to the N2 between the neighbourhoods of Athlone, Langa and Pinelands.

The plant was commissioned in early 1960 and operated as a base load station. It was put on standby from 1985 to 1994. From January 1995 it was used for peak lopping and has not been in operation since 2003.

Athlone was a coal fired power station with six power generators driven by steam turbines rated at around 30MW each.

The station's current state is non-operational and partially decommissioned. The intention is to completely decommission it for amongst others, economic, environmental and safety reasons.

3. DESCRIPTION OF THE SERVICES REQUIRED

The Service Provider is required to provide the following services:

3.1 Planning, Studies, Investigations and Assessments

The provision of all services described in Clause 3.1 of Board Notice 190 of 2010: Guidelines Scope of Services and Tariff of Fees of Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No. 33892, 23 December 2010, as amended or amplified upon in the project brief below.

3.2 Normal Services

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 190 of 2010: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No. 33892, 23 December 2010, as amended or amplified upon in the project brief below.

3.3 Additional Services

- (1) The provision of additional services pertaining to all stages of the project as described below and amplified upon in the project brief.
 - (i) The provision of all services in respect of wayleave applications and various and wide ranging approvals that will be required for the completion of the decommissioning.
 - (ii) The provision of all services related to targeted procurement.
- (2) The provision of a level 4 construction monitoring service as described in Clause 3.3.2 of Board Notice 190 of 2010: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No. 33892, 23 December 2010, as amended or amplified upon in the project brief below.
- (3) The provision of all services in respect of acting as the Employer's agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2003 as described in Clause 3.3.3 of Board Notice 190 of 2010: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No. 33892, 23 December 2010.

4. EXTENT OF THE SERVICES

The services to be provided in terms of this project are inextricably linked to the Employer's three year operational budget. All services to be provided and construction works to be executed shall therefore be programmed in order to make full use of, but not exceed, the budget provision in any given financial years.:

All work to complete the project must be programmed to be completed within a three (3) year budget cycle.

It should be noted that while the Employer has every intention of completing the full Scope of Work making full use of the budget provision given, the Employer's budget is subject to periodic review. Should it become necessary to vary the scope of work or even suspend or terminate this contract, such variation, suspension or termination shall be dealt with in accordance with the provisions of the Standard Professional Services Contract as amended by the Contract Data.

5 TEAM COMPOSITION/SKILLS REQUIRED

5.1 Lead Consultant

For the purposes of this tender, no profession is specified for the project manager (lead consultant in case of consortium). However, the Service Provider's project manager must be approved by the Employer. The project manager is required, in addition to his/her specific professional responsibilities, to manage and co-ordinate the services of the team of professionals, act as the Employer's representative in servicing the contracts of others and act as the Employers representative in terms of the Occupational Health and Safety Act.

5.2 Project Team

Special disciplines and/or expertise required from the Service Provider include but are not limited to the following:

- i. Project Manager
- ii. Electrical Engineer
- iii. Civil Engineer
- iv. Structural Engineer
- v. Environmental Assessment Practitioner
- vi. Specialists required in terms of the Environmental work (e.g. Heritage Specialist)
- vii. Architect/Heritage Architect
- viii. Land Surveyor
- ix. Geometric Surveyor
- x. Quantity Surveyor
- xi. Employer's Agent Occupational Health and Safety Specialist
- xii. Approved Inspection Authority (Environmental and Occupational health monitoring Services)
- xiii. Contract Specialist
- xiv. CAD specialist
- xv. Mechanical Engineer

6 PROJECTS RECENTLY COMPLETED AT ATHLONE POWER STATION

6.1 Pre-Feasibility Study for the Redevelopment of Athlone Power Station

A pre-feasibility study for the redevelopment of the Athlone Power Station was recently completed. This City of Cape Town project was funded by the Neighbourhood Development Partnership Grant and involved extensive studies into the future development scenarios for the redevelopment of the site.

6.2 Demolition of Athlone Cooling Towers

The City of Cape Town Electricity Department demolished the Athlone Cooling Towers in August 2010 and leveled the site.

7 DECOMMISSIONING AIMS

The aim of this decommissioning project is

- i. to decommission the Power Station in terms of all legislative requirements
- ii. to strip, clear and remove all redundant and unused mechanical plant, disused electrical infrastructure and other vestiges of the power plant from within buildings to render the buildings reusable for future redevelopment subject to viability options
- iii. to remove redundant plant, equipment, infrastructure and certain structures from the site.
- iv. to rehabilitate contaminated material, including contaminated soil, from the site and to follow the necessary rehabilitation of contaminated areas, as required by NEMA
- v. to secure all remaining structures and required site services on completion
- vi. to leave the entire site and all infrastructure in a safe and secure state.
- vii. To register servitudes for remaining bulk services required to remain on site.

No refurbishment or upgrading of any of the facilities or infrastructure which are to remain on site is intended. However certain structural and preservation work may be required to render structures on site safe.

Note should be taken that due to much deterioration, unsafe conditions exist in and around many of the buildings and structures on site. All actions required to ensure a safe working environment are deemed included in the scope of the Service Provider's responsibilities and are discussed further in Section 16.

8 THE SITE

The site is the portion of Erf 32564 as depicted on Figure A related to the original Power Station. This area includes all land between the access/service road adjacent to the N2 on the South and the Pinelands/Langa railway line to the North. The site spans from the Cooling Towers site on the West to the Athlone Regional Waste Transfer Station and Langa sports grounds on the East. The site includes the old coal storage areas and informal waste area.

The site (and hence the decommissioning works) specifically excludes:

- i. The Athlone Regional Transfer Station (ARTS) and associated infrastructure (rail sidings etc)
- ii. The Langa Sewer Pump Station and associated gravity lines and rising mains.
- iii. The Athlone Gas Turbine Power Station (including stores, workshops and other facilities)
- iv. The 132kV substation (Switching Station)
- v. The 66kV substation (250 MVA Transformers and Switching house)
- vi. Bulk water mains on the site.
- vii. The external access road/service road parallel to the N2 and the Jan Smuts interchange.
- viii. Various electricity supply and communication cables crossing the site.

The above facilities are reflected on Figure B which also shows existing and proposed future electrical servitudes which are indicative of existing services in and around the site.

9 FACILITIES ON THE PREMISES

The facilities on the Athlone site can be grouped into three types, namely those that are directly related to power generation, indirectly related and unrelated facilities.

The unrelated facilities on the site include a bulk water main running across the site as well as the foul sewer rising mains and gravity mains which cross the site which are related to the Langa Pump station.

The indirectly related facilities include access roads, railway lines, the 132kV substation, the 66kV substation, active grid cables, the workshop, the Gas Turbine generating system and two 120MVA transformers. These items are also outside the decommissioning scope but the effect of the decommissioning needs on their continued operation needs consideration.

A brief description of the facilities directly involved is covered in Section 10 hereunder. The present condition of these facilities varies. A number of reports exist on a variety of aspects like structural condition and integrity, asbestos contamination, boiler condition, building condition, soil contamination etc. These reports shall be made available to the Service Provider for his information. The Service Provider shall, however, be responsible to assess the Power Station condition and situation independently and shall not rely on the mentioned documents to create his "design" and tender specification.

9.1 Components to be retained

A number of buildings and items on the site have been identified to be retained for potential reuse in the future redevelopment of the site. All brick buildings and the coal store have been identified to be retained, subject to their structural integrity. Care should be taken to protect these buildings during decommissioning and such protection shall be built into the contractor's specifications and work programme. Additionally, certain elements are to be retained as site-related "character elements". This includes the two brick smoke stacks, again subject to their structural integrity as well as one or more of the conveyor structures.

Certain fittings and features in various buildings might have historical, architectural or aesthetic value for incorporation in future development. This includes doors, balustrading, art-deco light fittings,

joinery items, steel stair cases, historical signage etc. To ensure that these elements are not lost, demolished or damaged, the Service Provider shall incorporate a Heritage and/or Architectural advisor on the project team. The features and items to be retained shall be identified upfront by these advisors such that allowance for their retention and protection can be made in the contractor's decommissioning specification.

In extreme circumstances, it may be necessary to make alterations in order for the contractor to complete or aid aspects of decommissioning (e.g. enlarged/additional access into buildings, removing sections of the roof, removal of fencing etc). Such alterations may only be allowed following the submission of a proposal and after subsequent approval by the Employer and shall be returned to their original condition or better on completion of the decommissioning.

The Service Provider shall incorporate a Structural Engineer on the project team. Such Engineer shall carry out a detailed structural survey to establish the integrity of all the buildings, chimneys, conveyor systems and other elements before, during and after decommissioning.

A report shall be generated on whether the buildings and structures are worth retaining and shall include an analysis on the cost to repair and maintain in future. Factors such as removal and substitution of asbestos roof sheeting shall be considered.

Some structural work may be necessary to render remaining structures safe (e.g. unstable parapet walls, spalling concrete/plaster etc). Specific attention shall be given to the chimney stacks as well as the access ladders up the chimney stacks which are corroded. As it is intended to retain the chimney stacks, a recommendation shall be made on work required to retain them in a safe condition which may involve remedial work and/or decreasing the height of the chimneys.

The intention of the decommissioning work overall is otherwise not to do any significant rehabilitation of existing facilities and only work which is deemed essential shall be included to render a safe facility for future redevelopment.

Certain services may be required to be rerouted as a result of decommissioning. The Service Provider shall identify appropriate routes for relocation of services in collaboration with the Employer, taking into account the future redevelopment scenario base layout for the site. The Service Provider shall provide all specifications for the rerouting as well as coordinating reconnections and down time of the service concerned with all relevant parties.

On completion, all retained facilities shall be declared safe and secure by the Service Provider.

The following services are currently required to remain operative and the service provider shall advise on:

- i. The Generating License for Athlone Power Station is amended with NERSA to reflect that only the Gas Turbine is still generating power.
- ii. The Gas Turbine Generator protection cable running through the site is re-routed outside the confines of the site.
- iii. The PAX telephone system is re-routed before any work commence.
- iv. The water supply for the Gas Turbines used for transformer fire protection is re-routed. The water supply used for fire protection of the main building is to remain in place at all times.
- v. An independent 400V supply is to be put in place for the following services:
 - a) Streetlights
 - b) Perimeter lights
 - c) Obstruction lights
 - d) Supply to GT workshops and offices
 - e) Supply to timekeeper building
 - f) Supply to old guard house and security gate
 - g) Electrical supply in cable tunnel under the N2
 - h) Supply to the 66kV switching station
 - i) Supply to the 132kV switching station

It is envisaged that the following transformers may be retained and remain in operation subject to passing a condition and viability assessment:

- a) Station transformers 1 & 2
- b) Lighting and Heating transformers 1 & 2
- c) Turbine House 1 & 2

9.2 Protection of facilities and existing services

During decommissioning, all live services shall be identified and protected against any damage during decommissioning. This shall include any live underground services on the site (water, foul sewer, stormwater, treated sewerage effluent), electrical reticulation (both underground and overhead, including both MV and HV systems) and any communication cables.

The Service Provider shall identify all small power systems to be retained. These could relate to the Gas Turbine system, the workshop, the 66kV substation, the 132kV substation, the office building, cooling systems, operational buildings, building perimeters and security/area lighting etc. These are presently served via the Power Station electrical installation to potentially be decommissioned. A suitable new supply shall be created if required to replace the existing LV supply. This might include a new suitable miniature substation.

The gas turbine plant and operational area (including workshops) shall be respected and protected and access to these facilities by the employer shall not be restricted at any time.

Two water cooled power transformers exist on the site. These shall be addressed by the Service Provider with the Head of the High Voltage division of the Electricity Services department.

The Employer shall inform the Service Provider of all services belonging to third parties which are being operated from the site, particularly such as CCTV cameras and masts/antennae on the tops of the brick smoke stacks. The Service Provider shall liaise with the third parties in order to ensure continued operation of the service or removal of the equipment in terms of any agreements in place between the City and the third parties and as required by the Scope of Work. Access to these facilities by the third parties shall be co-ordinated during the project by the Service Provider.

The navigation lights on top of the smoke stacks shall be retained in working order at all times and the power source to these lights shall be ensured.

Buildings and structures which shall be identified to remain on the site for future redevelopment shall be protected against damage during decommissioning.

The Service Provider shall ensure that appropriate access to the gas turbine plant, 66kV and 132kV substation and related facilities is retained/allowed during decommissioning.

It is proposed that the Service Provider investigate the creation of an alternative access route that does not interfere with operation of the HV department and Gas Turbine group. This is especially applicable during the removal phase of equipment by the contractor.

Access roads, kerbs, parking areas, paved areas and sidewalks shall generally be retained and protected. Railway lines which are embedded in asphalt or concrete may remain but railway sidings which are in the open shall be removed as they are vulnerable to theft.

9.3 Perimeter Fencing and Security

The site is at great risk of theft and vandalism. The project shall include under optional work the removal of the existing fence and the erection of a new perimeter security fence (specification and features such as clamper protection to be determined in consultation with the Employer and User Departments) around the site. The old fence shall be removed, the fence line cleared of vegetation within 2m of the fence on either side, and overhanging branches of adjacent trees on either side cut

back, subject to budget availability. Other aspects of security (e.g. area monitoring) shall not be included in the project, but shall remain in place and not interfered with.

Security services shall be provided by the contractor during the decommissioning project. Up until site handover, the Employer shall continue to provide the services of site security on the site.

The service provider shall draft a Security Management Plan and an Emergency Management Plan which shall be applied by the successful contractor following approval by the client.

10 COMPONENTS TO BE DECOMMISSIONED

The intention of this summary is not to provide an exhaustive list of plant components, but rather to give a broad indication of the extent of the project. It will be the responsibility of the Service Provider to provide a full scope of all items to be decommissioned in his decommissioning documentation.

Where the removal of equipment, plant and machinery creates an unsafe condition, the service provider shall ensure that such condition is made safe and compliant with relevant regulations and in particular the Construction regulations, section 12. Disposal of material, plant and equipment shall be according to the relevant systems and procedures put in place by the City of Cape Town.

It should be noted that the turbine hall, boiler house building, chimneys and coal bunker are earmarked to become components of future development, subject to heritage and structural assessments. Internal elements of the turbine hall such as ladders, walkways, gantries, trusses supporting mechanical equipment etc shall be removed unless identified as worthy of retention for future development as per Section 9.1 above.

10.1 Boiler Plant and Turbine Hall

The main facility on the site is the turbine hall and boiler house complex. This building houses the steam based electricity generating plant and boiler plant which comprises six machine sets and eight boiler systems, the latter complete with their stoker system, dust and flue gas extraction system (ducts, dust cyclones, chimneys and fans), related pipe work, control systems etc.

The original heat insulation of the plant was done with asbestos. All asbestos has been removed already. In the event of left-over asbestos contamination being identified, the removal and cleaning of this will have to be managed. The existing roof sheeting may be asbestos. Further discussion on dealing with remnants of asbestos including roof sheeting is contained in Section 15 (Contamination Requirements).

10.2 Turbines and generators

The six turbines complete with their associated generators and controls are to be removed and disposed of subject to the outcome of the heritage assessment and/or viability for sale and re-use.

10.3 Steam conveyance and control

All steam piping, ducting, valves and related control equipment is to be removed and disposed of.

10.4 Pipes and Cables

Due to the very nature of the plant, a spaghetti network of pipes of all sorts and electrical and control cables exist. These should be stripped, removed and disposed of completely. Note that the building's small wiring is interwoven in the plant's electricity conveyance system and should also be cleared out with due consideration of what 400volt services have to be retained for facilities to be retained and lighting for safety and security purposes. See 9.1 above.

Care should be taken regarding any protection and control components related to electricity systems which will stay intact such as the 132kV and 66kV substations and the 36MW gas turbine.

10.5 External Building elements and equipment

External building elements such as rainwater goods, security gates, perimeter lighting (which might have to be upgraded) etc should be left in place and not removed subject to the outcome of the heritage and structural studies. Dysfunctional building mechanical equipment (e.g. air conditioning units) should be removed along with all associated pipework, cabling, ducting, control boxes etc.

10.6 Electrical Transformers

A number of electrical transformers used for various purposes forms part of the Power Station. Some of these should be disposed of, barring the two 120MVA transformers that are incorporated into the City's main electricity networks and the transformers listed under section 9.1. Note should be taken that all these transformers are old and are still likely to contain oil containing polychlorinated biphenyl's [PCB's]. It is envisaged that the following transformer shall be removed:

- a) Generator & auxiliary transformers 1 – 5
- b) Boiler House transformers 1 & 2
- c) C/W MU plant transformer 1 & 2
- d) Coal plant transformers 1 & 2

The City currently has a procedure and a contract in place to dispose of transformers and the service provider shall ensure adherence to such procedure.

The Service Provider shall ensure a Power Outage Plan is in place to provide contingency measured in the event of a power failure caused by damage to existing infrastructure such as cables, transformers and switchgear.

10.7 Cooling system and towers

The cooling towers have been demolished. Any remaining components of the cooling system which are not covered by the scope of works of the cooling tower demolition project shall be removed and disposed of. This may include the cooling tower foundations (to top of pile level), penstocks and channels.

10.8 Coal plant

The main components of the coal handling system are a rail truck tippler, weigh bridge, conveyors to take coal into storage and from storage to the plant, bunkers for coal storage and bunkers for operations and day storage as well as outside open storage. The bulk of this shall be removed and coal contamination taken care of. The bulk concrete coal store structure is to be retained for incorporation into the future development. Certain conveyors may be retained as character elements in the future development subject to the outcome of the heritage and structural studies.

10.9 Ash handling plant

The ash handling plant has been declared unsafe by a structural engineer and should be demolished completely including foundations and associated conveyors.

10.10 External facilities

The following external facilities shall also be removed:

- Steel-panel, plastic and fibre cement water tanks and associated pipe-work.
- Redundant fire systems
- Disused containers
- Unnecessary/dilapidated internal fencing, gateways and signage

- Dilapidated structures (e.g. carports etc)
- General clearing and disposal at licensed waste disposal facility of any rubble, disused materials (e.g. pipework, timber poles etc)

No removal of redundant underground cabling is required unless exposed for other reasons.

11 SITE END-STATE

On completion of the decommissioning, the site should be free of all disused equipment. It should be safe for further development and all operational services on the site should be retained in the state they were in prior to commencement of decommissioning. A complete "as-built" or "as-left" survey of all remaining live infrastructure on the decommissioned power station site should be provided by the Service Provider.

12 BENEFIT TO THE EMPLOYER FROM SCRAP VALUE TO BE CONSIDERED

The Service Provider shall structure the decommissioning tender in such a way that the Employer can realise a benefit from the substantial scrap value of the material in the facility. Moreover, security (guarantee/surety) shall be provided by the decommissioning contractor to protect the Employer against the scenario in which the decommissioning is only partially completed with all scrap value stripped from the facilities but the work otherwise left incomplete. Disposal of scrap must be undertaken in accordance with the City's asset disposal policy and the MFM Act.

There may be some interest from third parties to purchase some turbine and generator equipment. The Service provider shall explore this option further and take this into consideration in the structure of the decommissioning tender.

13 LEGAL REQUIREMENTS

The Service Provider shall be responsible to ensure compliance with all legalities related to the decommissioning. In this regard an initial Legal Review has been conducted to inform the Redevelopment Pre-Feasibility Study. This document shall be provided to the Service Provider. This Legal Review identifies certain areas requiring further investigation which the Service Provider shall be required to cover. The Service Provider shall furthermore ensure any other legal requirements are also dealt with such as:

- Scraping authorisation for all APS equipment
- Demolition permit
- Blasting permits if applicable
- Heritage permit
- Approvals from Local and Provincial Government departments
- Notices to proceed from the Dept of Labour
- Council resolutions to decommission APS
- Previous reports and proposals

14 ENVIRONMENTAL REQUIREMENTS

The Service Provider shall ensure compliance with the requirements of the:

- National Environmental Management Act (Act No. 107 of 1998), as amended (NEMA);
- National Environmental Management: Waste Act (Act No. 59 of 1008) (NEMWA);
- National Heritage Resources Act (Act No. 25 of 1999) (NHRA); and
- Environmental Impact Assessment (EIA) Regulations, 2006.

Section 24 of NEMA and Section 19 of NEMWA make provision for the listing of certain activities that have, or are likely to have, a detrimental effect on the environment and for which approval shall be

obtained from the competent authority before such activities may commence. These activities are listed in the EIA Regulations contained in Government Notice (GN) R385, GN R386 (listed activities for which a Basic Assessment is required) and GN R387 (listed activities for which a Scoping and EIA process is required) in terms of NEMA as well as GN718 (list of waste management activities) in terms of NEMWA.

Activities listed under the EIA Regulations and NEMWA that may be applicable to the project include (but are not necessarily limited to):

- GN R386 (23) The decommissioning of existing facilities or infrastructure ... for –
- a) electricity generation;
 - c) industrial activities where the facility or the land on which it is located is contaminated by any material which may place a restriction on the potential to re-use the site for a different purpose.

- GN 718 Category A Treatment of waste;
(12) the remediation of contaminated land.

In accordance with the requirements of the above-mentioned legislation, a suitably qualified and experienced Environmental Assessment Practitioner (EAP) shall therefore undertake *at least* a Basic Assessment process, including (but not necessarily limited to) the following tasks:

- i. Consultation with the Western Cape Department of Environmental Affairs and Development Planning (D:EA&DP) to determine the exact requirements and confirm that a Basic Assessment and not a Scoping and EIA process is required;
- ii. Compliance with the requirements of the EIA Regulations, 2006, and any additional requirements of D:EA&DP, including completion and submission of the required documentation;
- iii. Compliance with the requirements of the NHRA, including but not necessarily limited to completion and submission of the prescribed Notice of Intent to Develop (NID) Form to Heritage Western Cape;
- iv. Compliance with the requirements of NEMWA, including but not necessarily limited to completion and submission of the prescribed Waste Management Licence Application Form to the competent authority, if necessary;
- v. Undertaking a public consultation process complying with the requirements of the EIA Regulations, 2006, NEMWA and any relevant guidelines;
- vi. Facilitating the appeal process, if required, in accordance with the EIA Regulations, 2006, and NEMWA; and
- vii. Any additional tasks that the EAP identifies as required in order to comply with the requirements of NEMA, NEMWA and the NHRA.

Additional activities listed in terms of Section 24 of NEMA and Section 19 of NEMWA may be applicable. The EAP shall be responsible for ensuring that the process followed and tasks undertaken complies in full with the requirements of NEMA, NEMWA, NHRA, the EIA Regulations, 2006 and any applicable guidelines. The EAP shall also identify any requirements, licence/permit applications and/or approvals required in terms of any legislation other than the above.

New EIA Regulations are scheduled to come into force in the near future; should the requirements differ from that of the current regulations, the Employer reserves the right to amend the EAP's appointment and/or revise the terms of reference for the Environmental Impact Assessment services to align them with the new regulations.

There are currently two Peregrino falcons located on one of the chimney stacks. In addition owls have been noticed in the power station building. The service provider shall ensure that suitable measures are in place for the protection of these birds.

15 CONTAMINATION REQUIREMENTS

The Environmental requirements set out in Section 14 cover the relevant processes and procedures to identify and deal with contamination on the site. This section therefore aims merely to give a brief indication of work completed to date and the level of information available.

A Sub Surface Contamination Assessment of the site undertaken in 2009 for the Redevelopment Pre-Feasibility Project. A copy of this report will be issued to the Service Provider. Areas of concern were highlighted by reviewing historical dumping practices and areas. Excavation works took place in eight areas of concern and consisted of 22 test pits and 19 hand augered holes from which soil samples were collected.

The clearing of contamination may not be limited to the sub sections below, and any contamination, toxic and harmful materials to be found shall be addressed appropriately.

15.1 Asbestos

Asbestos contamination on the site was not covered in the Sub Surface Contamination Assessment but evidence was noted in several areas and a detailed assessment of asbestos occurrence is thus required on the site and the removal of the asbestos by the contractor shall be required in accordance with legislation.

It is therefore a requirement that the provisions of the Asbestos Regulations, published in terms of the Occupational Health and Safety Act, be adhered to by the Service Provider.

In the power station, asbestos was used extensively for insulation and other purposes. A complete asbestos removal programme from within the buildings was undertaken, and certificates to this effect are available on request. It is a requirement of this contract to address any possible remnants of asbestos (other than roof sheeting) that may be discovered during decommissioning. Should any asbestos found to be present in buildings, the decommissioning contractor's scope shall include its removal in accordance with the said Asbestos Regulations.

The employer shall be advised as to how to deal with the remaining asbestos roofing materials and rainwater goods, forming part of the structure. The Service Provider shall advise the Employer whether it is preferable to leave them in place such that a future developer can replace them with roofing that fits with his development or, alternatively, to remove and replace them as part of the decommissioning project. See 9.1 and 10.5 above.

15.2 Coal and Ash

Being a coal fired power station, clearing of coal contamination shall also be addressed and incorporated into the decommissioning contractor's scope of work. This includes the removal of residual coal in storage areas.

Large Scale dumping of waste ash occurred over a wide portion of the site. Elevated concentrations of aluminium are considered to originate from the waste ash leachate and this may require further AI analyses and removal and disposal of contaminated soil.

15.3 Petroleum, Oil and Poly Chlorinated Biphenyl contamination

The Underground Storage Tank (UST) and Above Ground Storage Tank (AST) areas did not show significant petroleum contamination, but a more detailed petroleum contamination study is required on removal of the disused UST.

The soil samples collected by hand augering into the adjacent areas to the transformers do not show any traces of PCB contamination. However, when transformers are removed, a more detailed PCB contamination assessment of bund areas should be undertaken. One transformer is known to have

suffered a significant leak subsequent to the contamination assessment. The two transformers for the coal area and the two transformers for the Vlei area were removed and disposed of through the City's disposal process.

15.4 Hazardous chemicals from metering equipment (mercury, etc)

Substances such as Mercury were used in metering equipment whilst caustic soda and sulphuric acid was used for water treatment. The service provider shall ensure that all hazardous chemicals, if any, located in the power station are identified and safely disposed off.

16 OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

16.1 Safe Work Procedure

The Service Provider is to take note that an Occupational Health and Safety assessment of the facilities was conducted in 2009 as part of the Redevelopment Pre-Feasibility Study which identified a number of non-compliance issues and unsafe areas. A copy of this report will be issued to the Service Provider. The report identifies parts of the facilities as dangerous and the Service Provider's attention is drawn to this.

The Service Provider shall be required to conduct a risk assessment and compile safe work procedures for all activities under the scope of the project and put an access and health and safety plan into place which shall be approved by the Employer, prior to any work taking place. The Service Provider shall be required to manage the health and safety and access procedures for any person who enters the site prior to the physical decommissioning project for purposes related to the project such as detailed studies, "design work" for decommissioning, conducting of environmental processes etc.

16.2 Appointment as OHS Agent

The Service Provider, in submitting a tender for this professional services contract, shall be deemed to have acknowledged acceptance of the appointment as the Employer's agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and sub-regulation 4(5) of the Construction Regulations 2003, should the Employer accept this tender. The Service Provider shall, as such, execute all of the following duties of the Employer as contemplated in sub-regulation 4 of the Construction Regulations.

- i. prepare a health and safety specification for the construction work, and provide any principal contractor who is making a bid or appointed to perform construction work for the client, with the same;
- ii. to promptly provide the principal contractor and his or her agent with any information which might affect the health and safety of any person at work carrying out construction work;
- iii. to appoint each principal contractor in writing for the project or part thereof on a construction site;
- iv. to take reasonable steps to ensure that each principal contractor's and sub contractor's health and safety plan, as determined in regulation 5(1), is implemented and maintained on the construction site: Provided that the steps taken, shall include monthly physical site audits as specified by the Regulations, where after a report is to be provided to the employer ;
- v. to stop any contractor from executing construction work, which is not in accordance with the principal contractor's and or sub contractor's health and safety plan, contemplated in

regulation 5(1), for the contacts on this site, or which poses a threat to the health and safety of persons;

- vi. to ensure that where changes are brought to the design or construction, sufficient health and safety information and appropriate resources are made available to the principal contractor or sub-contractor to execute the work safely;
- vii. to ensure that every principal contractor and sub-contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;
- viii. to ensure that potential principal contractors submitting tenders and their contemplated sub-contractors, have made provision for the cost of health and safety measures during the construction process;
- ix. to discuss and negotiate with the principal contractor the contents of the health and safety plan contemplated in regulation 5 (1) and thereafter finally approve the health and safety plan for implementation, and
- x. to ensure that a copy of the principal contractor's and sub contractor's health and safety plan is available on request to an employee, inspector or sub-contractor.

If the Service Provider considers it necessary to employ the services of a safety specialist in order to execute the abovementioned duties, the cost thereof shall be included in the fee tendered for this aspect of the project.

The Service Provider's attention is also drawn to the responsibilities of the designer of a structure in terms of sub regulation 9 (2)(a-i) of the Construction Regulations, and shall comply with all requirements in this regards.

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations 2003, ensure that any sub-consultants/sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations.

The Service Provider shall be required to enter into an agreement in terms of section 37(2) of the Occupational Health and Safety Act with the Employer in this regard before the commencement of any work related to this scope of work.

In terms of the possible risks related to remnants of hazardous materials on site, the Service Provider shall appoint the services of an Approved Inspection Authority (AIA) to carry out health and hygiene monitoring for the duration of the contract.

17 PROPOSED STAGES OF THE WORK

The purpose of this contract is to procure the professional services necessary to implement the Employer's objective of decommissioning the Athlone Power Station site to be suitable for future development, within the given budget over a three year budget cycle.

Below is a recommended work programme, indicating necessary deliverables and estimated time frames. There may be time frame overlaps between the various stages. This work programme is only a guide.

17.1 Project Initiation, Inception and Project Plan (Stage 1)

Estimated time frame: 2 months

The inception stage of this particular project will involve determining, with the input of the Employer, the scope of the decommissioning and construction contract required for the decommissioning of the Athlone Power Station site within the budgetary constraints of this project. Any further investigations and/or for testing should be identified at this stage

Normal Services:

- 17.1.1 Agree Employers requirements
- 17.1.2 Clearly define project objectives with Employer
- 17.1.3 Clearly define roles and responsibilities and liabilities of consultants with Employer
- 17.1.4 Prepare a high level project plan detailing:
 - Methodology**
 - Key Work streams** such as structural assessments, heritage study, environmental assessments, etc
 - Resource requirements**
 - Costs**
 - Timelines, milestones and objectives**, including Gant charts
 - Work Breakdown structure** indicating staff responsible for individual components of research
- 17.1.5 Carry out a risk assessment, compile safe work procedures and prepare an access and health and safety plan.
- 17.1.6 Inspect the site and advise on the necessary surveys, analyses, tests, investigations required for stage 2 including the availability and location of infrastructure and services.

Deliverables:

- a) Project Plan
- b) Report on project, site and functional requirements
- c) Schedule of required surveys, tests, analysis, site and other investigations
- d) Schedule of consents and approvals
- e) Risk assessment, access and health and safety plan
- f) Records of all meetings
- g) Approval by Employer to proceed to Stage 2

17.2 Concept and Viability: Environmental, Structural and Heritage Assessments (Stage 2)
 Estimated time frame: 6 months (may be prolonged by appeal process)

It is anticipated that for this particular project there will not be a preliminary design stage per se, although consultation with the client, various service authorities, and other interested parties will be necessary prior to finalising designs and documentation. The service provider must however allow for providing any of those concept and viability services as may be necessary to proceed with and finalise the detail design and tender documentation.

The Service Provider shall prepare detailed estimates of decommissioning and any construction costs and submit such to the Employer.

Normal Services:

- 17.2.1 Review relevant legal requirements
- 17.2.2 Compilation of Environmental Management Plan (EMP) for decommissioning
- 17.2.3 Provide a methodology on how to remove structures and equipment from buildings and any impact it may have on the structural integrity of such buildings
- 17.2.4 Report to the employer (possibly to Council level) and recommend final outcome options with price tags for each option.

Additional Services

- 17.2.5 Carry out structural integrity testing of all buildings and infrastructure such as conveyor systems to determine which elements are suitable for retention and inclusion into the heritage plan.
- 17.2.6 Provide a cost estimation for replacement of all asbestos roofing and sheeting
- 17.2.7 Provide costing for the preservation of structures and assets that are deemed to be structurally sound

- 17.2.8 Carry out a heritage survey of all elements to be retained and/or preserved for historical, aesthetic or character retaining purposes in the future redeveloped facilities. Liaison with any required specialists, and in particular, a heritage specialist
- 17.2.9 Confirmation with D:EA&DP that a Basic Assessment Report (BAR) is required as opposed to a full Environmental Impact Assessment (EIA).
- 17.2.10 Conduct at least a Basic Assessment in terms of NEMA regulations for the decommissioning of the site inclusive of:
- 17.2.11 Submit Notification of Intent to D:EA&DP
- 17.2.12 Submit Notice of Intent to Develop (NID) to HWC.
- 17.2.13 Consultation with D:EA&DP and Heritage Western Cape (HWC)
- 17.2.14 Complete application form and compilation of draft Basic Assessment Report (BAR)
- 17.2.15 Conduct necessary public consultation process compliant with the EIA Regulations, 2006 and D:EA&DP's Guidelines for Public Consultation (May 2009)
- 17.2.16 Submit BAR and EMP to D:EA&DP
- 17.2.17 Notify I&APs of Environmental Authorisation (EA)
- 17.2.18 Facilitate any subsequent appeal process, if required
- 17.2.19 Any other tasks that the EAP identifies as required in order to comply with the requirements of NEMA, NEMWA, NHRA and any other applicable acts.
- 17.2.20 Manage the process to ensure the User Departments have removed all removable assets (records, furniture, spares, tools, fleet, movable plant, working re-usable machinery for use elsewhere etc). The physical removal of the items will be undertaken by the User Departments at their own cost but within the time frames agreed by the Service Provider in collaboration with the Employer and User Departments. Any paperwork for the transfer of assets in terms of the MSMA and the MFMA shall also be managed by the User Departments
- 17.2.21 Augmenting or conducting additional background studies as approved by the employer.

Deliverables:

- a) Draft BAR and EMP for public comment
- b) Final BAR and EMP for submission to D:EA&DP
- c) Environmental Authorisation
- d) Structural report and Heritage approval
- e) Management of the User Department's removal of loose and removable assets from the facilities
- f) Resolve generating license issues to preserve AGT operation and ensure all its ~~MFMA~~ ^{MH} and EMP issues are resolved.
- g) Proceed with authorization for scrapping of remaining infrastructure in accordance to accepted recommendation and budget according to established SOW
- h) Final proposal report with applicable viable options for desired end state and financial implications for each option (See 17.2.4)
- i) Approval from Employer to proceed to Stage 3

17.3 Design Development: Preparation of the Decommissioning Specification (Stage 3)

Estimated time frame: Concurrently with Stage 2.

Completion within 2 months after completion of Stage 2.

A draft detailed specification document shall be prepared in the Construction Industry Development Board's (CIDB) format. The General Conditions of Contract shall be the General Conditions of Contract for Construction Works, 2nd Edition 2010 or later as applicable, published by the South African Institution of Civil Engineering. The Service Provider shall liaise with the Employer during the preparation of the draft contract document incorporated in the tender document to determine any other specific requirements that the Employer may have in this regard.

A set of draft plans and a draft tender/contract document shall be submitted to the Employer for comment prior to finalising all documentation and going out to tender. All drafts must be thoroughly

checked by the Service Provider's project leader prior to submission. The tender/contract document shall be submitted to the Employer for checking at least two weeks prior to tenders being advertised.

The Service Provider shall be responsible for all legal requirements, service enquiries, wayleave applications and obtaining the necessary authority, permits or permission from the Service Authorities to carry out all work in terms of this project. All applications in this respect must be carried out timeously and not be passed in the contract for the contractor to do

The Service Provider shall be responsible for all negotiations with property owners, business owners lessees and/or tenants on behalf of the employer as regards arrangements for occupation of their premises necessary to execute the work. If necessary, the Service Provider shall liaise with and obtain input from the City's Property and Legal Services Departments in his regard. This activity is applicable to the Contract Administration as well.

Normal Services:

- 17.3.1 Obtain copies of all available previous reports of relevance from the Employer.
- 17.3.2 Obtain scrapping authorisation for all Power Station equipment and infrastructure as applicable
- 17.3.3 All Normal Engineering Services in respect to Concept, Design Development/Detail
- 17.3.4 Design as might be applicable to a decommissioning project
- 17.3.5 Prepare a full detailed Scope of Work and Technical Specification of all aspects of the decommissioning in terms of the Environmental Authorisation including, but not limited to:
 - 17.3.5.1 Demolitions, stripping, clearing and disposal
 - 17.3.5.2 Services relocation
 - 17.3.5.3 Fenceline clearing and construction of new fence
 - 17.3.5.4 Protection of remaining facilities, infrastructure and services
 - 17.3.5.5 Structural protection and intervention
 - 17.3.5.6 Removal and storage of any character-related elements to be retained
 - 17.3.5.7 Rehabilitation of contaminated areas
 - 17.3.5.8 Securing and making safe of all facilities
 - 17.3.5.9 Occupational Health and Safety Specifications
 - 17.3.5.10 Any required testing during decommissioning (e.g. structural integrity testing, density testing of backfilled/rehabilitated groundworks, additional testing with regards to contamination etc)
 - 17.3.5.11 Any required monitoring (e.g. air quality) during decommissioning
 - 17.3.5.12 Any required testing post decommissioning
 - 17.3.5.12 Incorporation of the Environmental Management Plan (EMP) as amended (Refer to 17.2.2)
- 17.3.6 All Normal Engineering Services related to Documentation and Procurement
- 17.3.7 Prepare final detailed Bill of Quantities for the project including a pricing structure by which the Employer can realise financial benefits from reusable or recyclable material removed from site.
- 17.3.8 Preparation of drawings related to new work (e.g. fencing), specific rehabilitation, temporary or relocation works. Full drawings of existing facilities to be decommissioned are not required. Survey and preparation of drawings for certain key elements may be found to be required.
- 17.3.9 Prepare full draft Tender Documentation in consultation with the Employer to ensure adherence to all Procurement and Statutory requirements.
- 17.3.10 Consult with the Employer, Supply Chain and the User Department to obtain approval for Tender Documentation and incorporate additional requirements and changes.
- 17.3.11 Submit Final Tender Document to Employer

Additional Services:

None

Deliverables:

- a) Fully scope the job and cost it with list of required permits and authorizations to be obtained as far as possible in this phase,
- b) Obtain mandate for chosen option to proceed
- c) Specify what building services need to be retained during and after decommissioning (water, electricity & lighting, main crane that may need to be rehabilitated for stripping duties, sewerage)
- d) Obtain detailed scope of work for decommissioning and removal of main plant without compromising the main structures and retaining desired artifacts as identified in stage 2 for preservation
- e) Confirmation with Employer of Scope of Decommissioning Works
- f) Confirmation of heritage items to be retained and preserved
- g) Final Tender Document
- h) Approval from Employer of Tender Document and approval to go to tender.

17.4 Documentation and Procurement (Stage 4)

Estimated time frame: 4 months

The Service Provider shall attend a Bid Specification Committee meeting prior to the finalisation of the decommissioning specification documentation and advertising of tenders. All comments of the committee shall be minuted and required changes incorporated into the final contract documents.

Detail design drawings, shall be finalised, incorporating any comments of the Employer. Once finalised, two sets of paper prints must be submitted to the Employer for signature. One set will be kept by the Employer and the other returned to the Service Provider. All other prints issued henceforth shall carry the words "Initial version signed on (date)" at the signature location in the title block.

The Service Provider shall be responsible for providing the Employer with the required number of copies of plans and tender documents for tender purposes (both hard copy and on compact disc).

The Service Provider shall, during the tender period, attend and preside over a tender clarification meeting for prospective contractors, and respond to all queries received during this period.

Once tenders close, the Service Provider shall evaluate all valid tenders received and shall prepare a tender evaluation report which shall include a recommendation for consideration by the Employer's Bid Evaluation Committee (BEC). The Service Provider shall present his evaluation to the BEC, respond to any queries the committee may raise, and follow up on any issues requiring the Service Provider's attention/action.

The Service Provider shall assist with compiling the Supply Chain Management Bid Adjudication Committee (SCMBAC) report, recommendations and attachments. The Service Provider shall attend the Bid Adjudication Committee meeting and provide assistance in dealing with any appeals against the recommended award.

Once authorisation to proceed with the recommended contractor has been obtained, the Service Provider shall facilitate the signing up of the decommissioning contract

Normal Services

- 17.4.1 Package specifications and preambles for work as specified
- 17.4.2 Provide all relevant information in the call for tenders
- 17.4.3 Evaluate all Tenders received
- 17.4.4 Compile and submit a tender evaluation report and attend BEC meetings
- 17.4.5 Attend SCMBAC meeting

Deliverables

- a) Packaging document
- b) Attend to tender advertising and dates
- c) Attend to tender queries

- d) Convene site clarification meeting
- e) Attend to tender closure
- f) Perform tender evaluation
- g) Produce evaluation report
- h) Obtain authorization from employer to proceed
- i) Signing of contract documents

17.5 Decommissioning Contract Management (Stage 5)

Estimated time frame: 18 months contract

The Service Provider shall prepare any further plans, designs and drawings (over and above the tender drawings), which may be necessary for the execution of the works.

Normal Services:

- 17.5.1 Ensure and facilitate completion of all contract documentation and then proceed with Site handover to contractor.
- 17.5.2 Prepare and maintain schedules of predicted cashflow
- 17.5.3 Prepare pro-active estimates of proposed variation as and when required for client decision making
- 17.5.4 Carry out contract administration procedures as required for the duration of the contract
- 17.5.5 Inspect works for conformity to contract documentation
- 17.5.6 Adjudicate and resolve financial claims by the contractor
- 17.5.7 Assist with the resolution of contractual claims by the contractor
- 17.5.8 Establish and maintain a financial control system
- 17.5.9 Clarify details and descriptions during project as required
- 17.5.10 Prepare valuations for payment certificates to be issued by the principal agent
- 17.5.11 Witness and review of all tests and mock ups carried out both on and off site
- 17.5.12 Check and approve contractor drawings for design intent
- 17.5.13 Update and issue drawings register
- 17.5.14 Issue contract instructions as and when required
- 17.5.15 Review and comment on guarantee certificates and warranties
- 17.5.16 Inspect the works and issue practical completion and defects lists

Additional Services

- 17.5.17 Finalisation of all statutory documentation such as wayleaves, demolition permits, noise permits, etc.
- 17.5.18 Occupational hygienist Environmental health monitoring
- 17.5.19 All Normal Engineering Services related to Contract Administration and Inspection
- 17.5.20 Attend regular site, technical and progress meetings
- 17.5.21 Level 4 "Construction" Monitoring.
- 17.5.22 Monitoring the implementation of the EMP by the Contractor and reporting of compliance to the Employer and/DEADP
- 17.5.23 Act as the Employer's Occupational Health and Safety Agent
- 17.5.24 Ensure Removal of all redundant plant for scrapping while preserving structural integrity of structures identified to be retained as far as practically possible.
- 17.5.25 Ensure Retention of building services as per specification
- 17.5.26 Ensure Implementation of remedial measures to remaining structures for minimal preservation.
- 17.5.27 Arrange and attend press releases, meeting with the media and media liaison in collaboration with Mayco Committee Member for Utility Services.
- 17.5.28 Ensure Rehabilitation of the stacks, assuming they are to stay and budget is provided.
- 17.5.29 Ensure Finalization of the protection cable change over for the AGT
- 17.5.30 Scrap and oversee the demolition of the ash plant
- 17.5.31 Scrap and oversee the demolition of the coal plant and as many conveyors as possible based on the heritage, structural and budgetary implications.

17.5.32 Ensure the Securing of remaining infrastructure

Deliverables:

- a) Monthly Site Meeting Minutes, Weekly Technical meeting minutes, weekly safety audit reports
- b) Monthly Payment Certificates
- c) Fully Decommissioned site in accordance with a contractually and legally compliant project, completed on time and within budget.
- d) Practical and Final Completion Certificates

17.6 Project Close Out (Stage 6)
 Estimated time frame: 1 month

Normal Services:

- 17.6.1 All Normal Engineering Services related to Contract Close Out
- 17.6.2 Conduct a full detail survey of "as-built" or "as-left" live infrastructure on the site.
- 17.6.3 Preparation and submission of any record drawings, test results, certificates, guarantees, manuals or any other documentation required by the Employer or legislation.

Deliverables:

- a) Final Completion Certificate
- b) Final Payment Certificate
- c) Final Account
- d) Submit detail survey of "as-built" or "as-left" live infrastructure on the site.
- e) Submission of all final records required including health monitoring records, environmental and contamination records, OHS safety files, etc.
- f) Final hand over to new site management who are mandated to deal with future development of the site.

18 APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

The Service Provider shall take cognisance of, and adhere to, all applicable national and international standards in the execution of his own work and when compiling specifications for construction works. International standards should only be used where no national standards exist, or where it is the norm to use or refer to international standards.

19 APPROVALS

The Service Provider shall be responsible for obtaining the following approvals:

- Approval of the preliminary design, detail design, and contract document from the Employer,
- Bid Adjudication Committee Approval of Decommissioning Contractor,
- Wayleave approval from all service authorities,
- Approval of the Engineers Representative by the Employer.
- Demolition Certificate where applicable
- Heritage approval certificate
- Notice to the Department of Labour
- Approval of the priorities for rehabilitation, and the implementation programme from the Employer,
- Approval of the detail design, drawings and contract document from the Employer,
- In respect of time based services, approval of the allocation of staff from the Employer.
- Approval for compiled press release statements from Mayco Committee Member for Utility Services.

Notwithstanding any approval received from the Employer, the Service Provider shall remain responsible for all work carried out by the Service Provider in terms of this contract.

20 PROJECT MEETINGS

The Service Provider shall convene meetings on a regular basis in order to report on progress to provide the Employer with updated information. Ad-hoc meetings may be called by the Employer as and when necessary. The Service Provider shall be represented at these meetings by at-least one of the key personnel.

It is envisaged that site meetings shall occur on a monthly basis, but that technical meetings shall occur on a weekly basis.

The Service Provider shall be required to attend meetings with the Spatial Planning department on an ad-hoc basis.

21 ADDITIONAL SERVICES

21.1 Wayleave Applications

The Service Provider shall be responsible for all service enquiries, wayleave applications and necessary authority or permission from the various Service Authorities to carry out all work in terms of the project.

21.2 Construction Monitoring

Construction monitoring is considered to be a vitally important part of this project, requiring the full time input of an experienced individual (the Engineer's Representative) on site. For this reason it is specified that a level 4 construction monitoring service (as per the Guideline Scope of Services document referred to above) must be provided by the Service Provider.

The Employer reserves the right to reject any proposed construction monitoring staff that does not meet these minimum requirements, and to demand an individual with the necessary experience at the rate tendered.

21.3 Timesheets

In order for the employer to keep track of the cost for additional services, the service provider will be required to provide proof, in the form of timesheets, of the hours worked and details of the work carried out, on a weekly basis.

22 TIME FRAMES/MILESTONES

There are three milestones with respect to this particular project that the Service Provider shall adhere to. These are primarily related to the need to spend the budget in any given financial year. The milestone dates are thus 2012-06-30, 2013-06-30, 2014-06-30, by which time the full budget allocation in the year long period leading up to each milestone must be spent (invoiced).

The Service Provider shall therefore programme the work (which will include attaching milestones to the contractors work) in such a manner so as to ensure that these objectives are met.

23 REFERENCE DATA

All previous inspection reports are available for inspection at the offices of the Employer during the tender period. Copies of all such reports will be given to the appointed Service Provider for reference purposes.

24. FORMAT OF COMMUNICATION

All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).

All plans and contract documents submitted for approval shall be in hardcopy format.

Part C3.2: Health and Safety Specification

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Health and Safety Specification

CONTRACT SAFETY SPECIFICATIONS (GSR - 1)
Issued in terms of the Occupational Health & Safety Act and Construction
Regulation 4(1)

Definitions:**OHS Act = The Occupational Health and Safety Act, 1993 and Regulations****CR = Construction Regulations 2003 under the above Act****DR = Diving Regulations 2002 under the above Act****OHS&E = Occupational Health, Safety and Environmental**

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and applicable Regulations and to have allowed for all costs in compliance therewith.

In this regard the tenderer shall prepare and attach a Health and Safety Plan in respect of the Work in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training program for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.
- (8) Risk Assessments (working at heights, confined spaces, etc).

Tenderers are to note that the principal Contractor is required to ensure that all contractors or others engaged in the performance of the contract also comply with the above requirements.

The tenderer shall also take into account the additional Health and Safety related requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

Details of the Health and Safety Plan shall be appended to this Schedule and returned with the quotation/tender.

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

1

GENERAL OBLIGATIONS

- 1.1 The Contractor shall supply copies of identity documents of all his employees who will be working on site. These employees will be expected to abide by the rules and requirements of the access system in force at the Power Station.
- 1.2 The City's Power Station operates on a "Generation Permit to Work Lockout Procedure" and the Contractor shall apply for and clear a Permit to Work at the start of and completion of this contract respectively. This process shall be initiated at the site establishment meeting before work commences. (See Section 8 SITE ESTABLISHMENT & SAFETY REQUIREMENTS AGENDA & CHECK LIST).
- 1.3 The Contractor shall conduct a safety Risk Assessment of the site and work to be performed under the Contract in accordance to CR 7 (1) and or DR 7 as applicable and supply the City with safety checks and operational procedures, for approval, before any work can be performed on site. These safety checks and operational procedures shall be in accordance with the applicable Regulations. For the Construction Regulations the Construction Regulations Check List, Safety Instruction 18 "Appendix D", shall be used plus any other items that the client deems necessary to include as an addendum to this Check List. This document will be made available on request.
- 1.4 The Chief Executive Officer of the successful Contractor shall sign the form of undertaking in respect of the Occupational Health and Safety Act (Act 85 of 1993) terms of section 37(2). Proof of such appointment shall be submitted, on the attached forms to the Engineer before work will be allowed to commence. A site meeting shall be held and recorded to receive the Contractor's Safety Plan compiled in accordance with the CR 5 (1) in accordance with CR 4 (1)(a) and discuss any issues that need to be resolved to implement such Safety Plan including the requirements of item 1.2 above.
- 1.5 The successful Contractor shall be responsible for regular OHS&E inspections in accordance with CR 5 (3) (c). This shall done in accordance with the entire CR which include: CR 8 Fall Protection; CR 9 Structures; CR 10 Formwork and support work; CR 11 Excavation work; CR 12 Demolition work; CR 14 Scaffolding; CR 15 Suspended platforms; CR 16 Boatswain's chairs; CR 21 Construction vehicles & mobile plant; CR 22 Electrical installations and machinery on construction sites; CR 23 Use & temporary storage of flammable liquids on construction sites; CR 24 Water environments; CR 25 Housekeeping on construction sites; CR 26 Stacking & storage on construction sites; CR 27 Fire precautions on construction sites; CR 28 Construction welfare facilities. Of any ladders, scaffolding, extension leads and portable electric tools, used by his staff. The Contractor shall ensure that his/her staff are properly supervised in accordance to CR 6 and follow recognised safe working procedures as dictated by working conditions and the Construction Regulations.
- 1.6 The City's representative shall be allowed to conduct a OHS&E audit in accordance to CR 4 (1) (d) of any equipment and tools for suitability. Should the equipment or tools prove to be unsafe or be liable to endanger the health and safety of personnel then the Contractor shall be obliged to desist of such unsafe methods and repair or replace such equipment or tools.
- 1.7 The Contractor shall employ only regular and duly qualified persons to do such work, which is usually performed by skilled workmen in contracts of like nature. The Contractor shall be responsible for keeping all persons under his control including personnel employed by sub-contractors within bounds and shall at his own expense take all requisite precautions in regard thereto. For this purpose the CR 7 (3), (4), (5), (6), (7), (8) & (9) shall be applied.
- 1.8 In terms of the Tobacco Products Control Amendment Act of 1999, any form of

smoking within the confines of any power station building is prohibited. The Contractor shall ensure that all his staff complies with this legislation.

- 1.9 For safety reasons to reduce the risk of bush and grass fires, no smoking is permitted outside of the inner perimeter fence of the power station buildings. Effectively the requirements of 1.8 restrict any smoking activity to the immediate external confines of the power station property but shall not be conducted in any location where the smoke may blow back into the power station building.

2 CONTRACTOR'S REPRESENTATIVE

- 2.1 The Contractor's Representative (appointed in terms of CR 6(1)) shall not leave the Site for a prolonged period or permanently without the approval of the Engineer's representative, which shall not be unreasonably withheld, provided the progress, quality or safety of the Works shall not be affected thereby.
- 2.2 The Contractor's Representative shall acquaint himself with the safety standards of the Generation Division of Electricity Services and ensure that all personnel reporting to him are fully conversant with the standards.
- 2.3 Before removing any plant from operation and putting any plant into operation, the Contractor shall first comply with the power station's Permit to Work system as defined under the Generation Permit to Work Lockout Procedure and then satisfy himself as to the correctness of all connections between the plant and apparatus supplied under this Contract and shall give reasonable notice to the Engineer, when the plant and/or apparatus is ready to be de-energised or energised. See Item 1.2 above.

3 EMPLOYER'S EQUIPMENT

If applicable, specialised equipment shall be made available for the work on site at the Power Station, for the duration of the contract. The Contractor to fully inform himself of the serviceability and nature of the equipment, correct function thereof and on completion return the equipment to the Employer in a fully serviceable condition.

4 ELECTRICITY, WATER AND OTHER SERVICES

Electricity and water supplies, within the building proximity, may be available and may be used by the Contractor, subject to availability and any conditions or restrictions the Engineer may impose.

The contractor shall provide and maintain his own ablution facilities.

5 ELECTRICAL INSTALLATIONS AND MACHINERY

The successful Contractor shall be responsible for the safety of his staff working on site and shall comply with CR 22 including the use of electrical machinery in hazardous locations, in terms of Electrical Machinery Regulation 8 of Act 85 of OHS 1993. In the case of a specialised electrical installation that it is verified and tested by an accredited person whom shall be a master installation electrician in terms of Electrical Installation Regulations.

6 INSURANCE

- 6 Refer to CR 5 (3) (f) and **SPECIAL CONDITIONS OF TENDER FOR CONTRACTS FOR SERVICES** Clauses dealing with Insurance. Proof of good standing with the relevant Compensation Fund shall be provided. Such proof shall be no older than three months.

7 INSTALLATION AND SITE WORK

7.1 The contractor shall be responsible for the following: -

- (i) Submit a working programme, giving details of preliminary and plant work to be done - estimated period for completion.

- (ii) Supply documentation and/or information e.g. dimensions of proposed equipment, power supply requirements as applicable.
- (iii) The proposed type of services and or equipment offered.
- (iv) Site preparation work for any services, stripping down and mounting of the proposed equipment where applicable.
- (v) The commissioning of the equipment or rendered service to the satisfaction of the Engineer.
- (vi) The requirements of CR 25, 26, 27 & 28 shall be applied. The Contractor shall restore and leave the work area clean and tidy at the end of each working day. This shall include the removal of staff personal effects and remnants of waste materials, cold drink cans and meal leftovers etc.

7.2 The City shall be responsible for the following: -

- (i) The identification and provision of any plant or interfacing equipment.
- (ii) Supporting documentation, information on the existing plant as applicable.
- (iii) Supervision and assistance during the installation and commissioning of the proposed equipment or services rendered.
- (iv) Supervision of Contractors work performance on and in certain instances at the contractor's premises.
- (v) Obtaining references of previous similar work done by the contractor and where necessary the inspection of the contractors premises and facilities.

I, Mr in my capacity as acknowledge and accept the General Safety Regulations and commit to adhere to these regulations.

SIGNED: DATE:

8

SITE ESTABLISHMENT & SAFETY REQUIREMENTS AGENDA & CHECK LIST

- 8.1 The Engineer or nominated representative of the City of Cape Town's Generation division, shall indicate the working area and layout of the Station to the Contractor. Work permits shall be obtained from the duty Shift Superintendent.
- 8.2 The contractor shall provide their own adequate first aid facilities and trained first aid personnel as such facilities cannot be guaranteed to be provided and available at all times by the client.
- 8.3 The procedures to be followed and group assembly point shall be shown to the Contractor, in the event of an emergency, once the evacuation alarm has been sounded.
- 8.4 The emergency procedures, blackout conditions and escape routes shall be indicated and shown to the Contractor.
- 8.5 The Health and Safety representative can be approached during normal weekday working hours via the duty Shift Superintendent.
- 8.6 Power station equipment, tools and workshop machinery shall not be used unless authority is obtained and proven proficiency in operating such equipment is given.
- 8.7 The adherence to the Occupational Health and Safety Act of 1993 and the relevant regulations.
- 8.8 Receive, review and discuss the Risk assessment and resultant Safety Plan per items 1.3 and 1.4 of this specification for effective implementation for the Contract.
- 8.9 Confirm and arrange for site and equipment security as conditions require.

CONTRACTOR'S SIGNATURE: _____ DATE: _____

CLIENT'S SIGNATURE: _____ DATE: _____

37(2) AGREEMENT

WORK TO BE PERFORMED UNDER SPECIFICATION NO. _____
 PROJECT NAME: _____

BY A MANDATARY FOR _____

AT THE _____ POWER STATION

Occupational Health and Safety Agreement

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

.....
 (Contractor/Mandatar/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 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.

C/OID 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 appended Occupational Health and Safety
 Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at on the day of 20

 Mandatary

 Witness

Signed at on the day of 20

 for and on behalf of Employer

 Witness

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

GENERAL INFORMATION

1. The Occupational Health and Safety Act No. 85 of 1993 comprises Sections 1 to 50 and all unrepealed Regulations made under Section 35 of the former Machinery & Occupational Safety Act NO. 6 of 1983, as amended, as well as other Regulations, which may be promulgated in terms of the new Act.
2. "Mandatory" is defined as includ[ing] an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or user [of plant or machinery]. (Section 1 of the Act)
3. Section 37 of the Act potentially punishes employers (principals) for the unlawful acts or omissions of mandatories (contractors) save where (in terms of Section 37 (2) of this Act) a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the Mandatory with the provisions of this Act.
4. To perform in terms of this agreement, the Mandatory must be familiar with the relevant portions of the Act.
5. Mandatories who utilise the services of their own Mandatories (subcontractors) are advised to conclude a similar agreement with their Mandatories.
6. Be advised that this Agreement places the onus on the Mandatory to contact the Employer in the event of inability to perform as per this Agreement. The Employer, however, reserves the right to unilaterally take any steps as may be necessary to enforce this agreement.

RES 8(2)I

NOMINATION OF RESPONSIBLE PERSONS
IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT CDNSTRUCTION REGULATIONS

DIRECTOR: ELECTRICITY SERVICES

P O Box 82

CAPE TOWN

8000

Dear Sir,

WORK TO BE PERFORMED UNDER

CONTRACT NO: _____

PROJECT NAME: _____

..... (Name of Firm), hereinafter referred to as "the firm", hereby undertakes to complete the work required under the abovementioned instruction in accordance with the provisions of the Occupational Health and Safety Act (Act 85 of 1993) and the Regulations promulgated in terms of the said Act.

Mr (Name of Person) being the Chief Executive Officer of the firm or his nominee, is in terms of section 16 of the Occupational Health and Safety Act (Act 85 of 1993), the person responsible for ensuring that the provisions of that Act and the Regulations promulgated there under are complied with, in respect of all work undertaken by the firm on the Cape Town Electricity Department site relating to the abovementioned instruction.

The firm hereby nominates (Name of Person) being a person who has the knowledge and experience necessary to assess the hazards associated with the performance of the work or use of the machinery relating to the abovementioned instruction, as General Supervisor in terms of Section 8(2)(i) of the Occupational Health and Safety Act (Act 85 of 1993) and specifically the Construction Regulation 6.

The firm undertakes that all work carried out by it in accordance with the abovementioned instruction shall take place under the constant supervision of a competent employee of the firm. Where the Occupational Health and Safety Act (Act 85 of 1993) and/or the Regulations promulgated there under, require the designation of a supervisor to oversee work relating to the abovementioned instruction, the firm shall forthwith in writing advise the Director ; Electricity Services of such appointment prior to the commencement of work relating to the abovementioned instruction.

In the event of the aforementioned nominee being for any reason whatsoever unable to fulfil their aforementioned duties, the firm shall immediately appoint in writing a competent person or persons, as the case may be, in substitution thereof and shall, in writing, advise the Director Electricity of such appointment.

RES 8(2)i

FOR AND ON BEHALF OF: (Name of Firm)

SIGNATURE: NAME: MR

POSITION:

I, Mr in my capacity as MEMBER of,
 accept the nomination as the person responsible in terms of Section 16 of the Occupational Health and Safety Act (Act 85 of 1993) for ensuring that the provisions of that Act and the Regulations promulgated there under are complied with in respect of all work undertaken by the firm on the Electricity Department site relating to the abovementioned instruction.

SIGNED: DATE:

I, Mr in my capacity as accept the nomination as the General Supervisor in terms of Section 8(2)(i) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulation 6(1) or 6(2) (delete Regulation not applicable to respective appointment made here).

SIGNED: DATE:

FOR AND ON BEHALF OF:(Name of Firm)

SIGNATURE: NAME:

POSITION:

Part C4: Site Information

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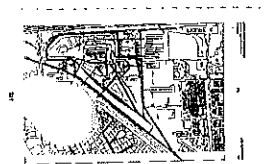


Figure B: Land requirements for existing and future Utility Services (detail view)

