



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

FRAMEWORK AGREEMENT

FOR THE
**MAINTENANCE OF STORMWATER INFRASTRUCTURE BY LABOUR
INTENSIVE METHODS**

MADE AND ENTERED INTO BETWEEN

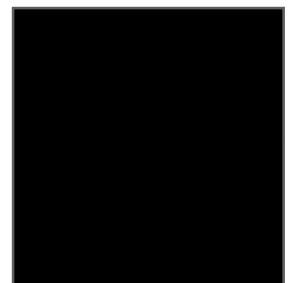
CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

**Need Compost cc t/a Garden & Organics
(REGISTRATION NO. [REDACTED])**

**Main awarded area: Area 7.2 - Mitchell's Plain
Standby awarded area: Area 7.1 - Khayelitsha**

CONTRACT no. 075S/2019/20



PREAMBLE

WHEREAS Term Tender 75S/2019/20 was awarded to various Suppliers, namely: Sederberg Contractors CC, Global Maintenance Vegetation Management and Control (Pty) Ltd, Sidelo Sondlo Investment (Pty) Ltd, Theophyllis Transport (Pty) Ltd t/a Theo's Projects, Likhona Itemba Trading (Pty) Ltd, Debs Civils CC t/a Debs-Civils, Emerald Fire Trading 216 CC, MR. A.E. Visser t/a Riverlands Cleaning & Maintenance, Lee Maintenance and Construction (Pty) Ltd t/a Lee Maintenance, RJL Dynamix (Pty) Ltd t/a RJL Dynamix, BlackBird Trading 352 CC t/a Blackbird Trading 352, A. Bros Civils and Demolitions (Pty) Ltd t/a A. Bros and Demolitions, CP Construction Cleaning & Projects (Pty) Ltd, Namthu Tading (Pty) Ltd t/a Namthu Trading, Mazana Trading CC, Monde Marketing & Distribution (Pty) Ltd, Need Compost cc T/A Garden & Organics, Southern Ambition 215 cc, World Focus 266 cc T/A World Focus Construction, Dekko Construction, Jongwa Trading (Pty) Ltd t/a Jongwa Trading on **19 October 2020** and 1 March 2021 in line with resolutions **SCMB 35/10/20 and SCMB 15/03/21**), for the maintenance of stormwater infrastructure by labour intensive methods, end date is **30 June 2026**.

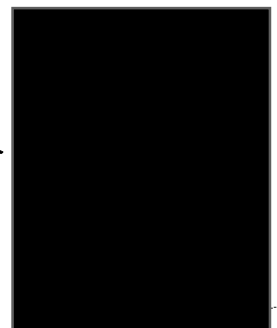
AND WHEREAS it is recorded that this Contract will be governed by the provisions of the National Treasury - General Conditions of Contract (revised July 2010), read with the Contract Specific Data ("**SCC**") annexed hereto marked "Annexure A".

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

- 1.1. **The City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("**the Employer**"), herein represented by the **Executive Director: Transport** duly authorised hereto;



- 1.2. **Need compost cc t/a Garden & organics**, a close corporation registered in terms of the laws of the Republic of South Africa with registration no: [REDACTED] with its principal place of business situated at [REDACTED] (the "**Contractor**"), herein represented by its duly authorised representative, [REDACTED] in his capacity as [REDACTED]; each a "Party" and together the "Parties".

2. INTERPRETATION

- 2.1. In the event of any conflict between the provisions of this Contract, the GCC and any Annexure attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:
- 2.1.1. first, the terms and conditions of the SCC;
 - 2.1.2. second, the terms and conditions of the GCC;
 - 2.1.3. third, Annexures and schedules to this Contract; and
 - 2.1.4. fourth, any other documents incorporated by reference.
- 2.2. The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

3. APPOINTMENT AND DURATION

- 3.1. The Employer hereby appoints the Contractor to perform the Scope of Work to the Employer from the Commencement Date.
- 3.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall commence on the Commencement Date and shall endure until 30 June 2026.
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4. MUTUAL GOOD FAITH / CO-OPERATION

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

5. OBLIGATIONS OF THE EMPLOYER

- 5.1. The Employer undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (Part C3: Scope of Work) annexed marked "Annexure C", subject to the satisfactory fulfilment of the obligations by the Contractor as set out in this Contract.
- 5.2. The Employer shall monitor and evaluate the Contractor's performance in respect of the Scope of Work.

6. OBLIGATIONS OF THE CONTRACTOR

- 6.1. The Contractor hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work.
- 6.2. The Contractor will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.
- 6.3. The Contractor will ensure that the Works will be of a satisfactory quality and fit for purpose.
- 6.4. The Contractor shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Works.
- 6.5. The Contractor will not conduct any activity of whatsoever nature which may be detrimental to the Employer's reputation and goodwill.

7. PRICING DATA

- 7.1. The Contract Price for the Works shall be as set out in the Pricing Data annexed marked "Annexure B".
- 7.2. The Contractor shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.

8. Form of Contract Agreement

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

CONTRACT NO.75S/2019/20: MAINTENANCE OF STORMWATER INFRASTRUCTURE BY LABOUR INTENSIVE METHODS

The Contractor, identified in the 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 contract.

The completed Schedules of Rates (excluding VAT), as contained in Part C2.2 Pricing Data, shall form the tender offer. These rates shall be multiplied, as applicable, by the quantities required in respect of relevant items to develop individual Works Projects to be allocated in accordance with the procedures described in Part C1.2 Contract Data in this Framework Contract document.

The terms of the contract, are contained in:

Annexure A: Agreements and contract data, (which includes this framework agreement)

Annexure B: Pricing data

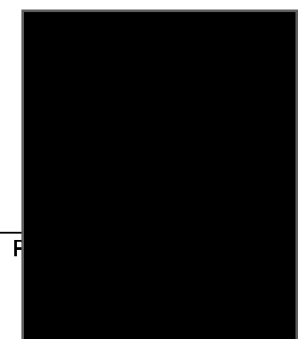
Annexure C: Specifications

Annexure D: Form of Performance Guarantee

Annexure E: Insurance Brokers Warranty

Annexure F: Occupational Health and Safety Agreement

Annexure G: Site information



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

The Contractor shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (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 fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date of signature by the last party signing

This agreement constitutes a framework contract for the purposes of developing individual Works Projects to be allocated in terms of the procedures described in the contract, the region(s) awarded to the contractor in terms of this term tender process being recorded in the schedule of deviations.

CONTRACTOR : Need compost cc t/a Garden & organics

Signature:

Name:

Capacity:

Date:

04/08/2021

Witness 1:

Date: 04/08/2021

Witness 2:

Date: 04/08/2021

EMPLOYER: THE CITY OF CAPE TOWN

Signature:

Name:

Capacity:

Date:

Witness 1:

Witness 2:

[Redacted]

05/08/2021

[Redacted]

Date: 16/08/2021

Date: 16/08/2021

[Redacted]

ANNEXURE A

CONTRACT SPECIFIC DATA

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

a) 1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

1.21 'Purchaser' means the **City of Cape Town**. The address of the Purchaser is 


Add the following after Clause 1.25:

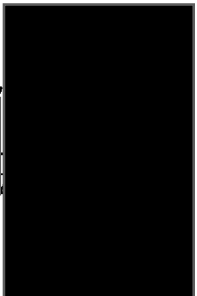
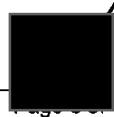
1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded

b) 3. General Obligations

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

3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.

3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.



3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.

3.5 The **supplier** shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:

- c) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
- d) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
- e) Initial delivery programme
- f) Other requirements as detailed in the tender documents

3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required

3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods

3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;

3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy

3.5.7 Comply with all written instructions from the purchaser subject to clause 18

3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21

3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period

3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.

3.5.11 Comply with the provisions of the OHSA and all relevant regulations.

3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.

3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The **purchaser** shall:

- 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
- 3.6.2 Make payment to the **supplier** for the goods as set out herein.
- 3.6.3 Take possession of the goods upon delivery by the supplier.
- 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
- 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the supplier and issue all documents, information; etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

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

5.6 Publicity and publication

The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.

5.7 Confidentiality

Both parties shall keep all information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other party.

g) **7. Performance Security**

Delete clause 7.1 and replace with the following:

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

The Guarantee Sum shall be equal to R100 000.00.

Delete clause 7.3 and replace with the following:

7.3 The performance security shall be furnished strictly in accordance with the terms and conditions set out in **Form of Guarantee / Performance Security** and can only be issued by any one of the Financial Institutions listed in **Annexure 1** (attached to this form).

Delete clause 7.4 and replace with the following:

7.4 The performance security will be discharged by the purchaser and returned to the supplier strictly in accordance with the terms and conditions set out in the **Form of Guarantee / Performance Security**

h) **8. Inspections, tests and analyses**

Delete Clause 8.2 and substitute with the following:

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

i) **10. Delivery and documents**

Delete clauses 10.1 and 10.2 and replace with the following:

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

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

j) **11. Insurance**

Add the following after clause 11.1:

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

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

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

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

k) **15. Warranty**

Add to Clause 15.2:

15.2 This warranty for this contract shall remain valid for **six (6) months** after the goods have been delivered.

l) **16. Payment**

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

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

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

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

Add the following after clause 16.4

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

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

- 16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on **Proforma Advanced Payment Guarantee**.

m) **17. Prices**

Add the following after clause 17.1

- 17.2 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable (See Schedule 8):

Price Adjustment Mechanism: All Items of Schedule A and 1.1 to 1.3 of Schedule B:

Year 1:

The Contract Price as per GCC shall remain Firm for the first 12 months (from date of commencement) and no claims for contract price adjustment will be considered for the first 12 months of the contract period subject to the provisions in the price schedule.

Contract Price Adjustment will be applicable as from commencement of the 13 month of the contract period. Tenderers shall be entitled to claim contract price adjustment as follows:

90% of the tendered price will be subject to adjustment annually based on the average Consumer Price Index (CPI) as follows:

Year 2:

From start of 13th month to the end of the 24th month: Subject to contract price adjustment in accordance with the Consumer Price Index (P0141-Table B2). Base month for the price adjustment shall be two (2) calendar months prior to the date of commencement. The end month shall be two (2) calendar months prior to the 13th month.

Year 3:

From start of 25th month to end of the 36th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141-Table B2). Base month for the price adjustment shall be two (2) calendar months prior to the 13th month. The end month shall be two (2) calendar months prior to 24th month.

Year 4:

From start of 37th month to the end of the 48th month: Subject to contract price adjustment in accordance with the Consumer Price Index (P0141-Table B2). Base month for the price adjustment shall be two (2) calendar months prior to the 25th month. The end month shall be two (2) calendar months prior to the 36th month.

Year 5:

From start of 49th month to the end of the 60th month: Subject to contract price adjustment in accordance with the Consumer Price Index (P0141-Table B2). Base month for the price adjustment shall be two (2) calendar months prior to the 37th month. The end month shall be two (2) calendar months prior to the 48th month.

Year 6:

From start of 61st month to the end of the contract: Subject to contract price adjustment in accordance with the Consumer Price Index (P0141-Table B2). Base month for the price adjustment shall be two (2) calendar months prior to the 49th month. The end month shall be two (2) calendar months prior to the 60th month.

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

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

10% of the rate will remain fixed.

Price Adjustment Mechanism: Disposal - Vissershok Waste Management Facility (Pty) Ltd:

Disposal price adjustment will be escalated as follows:

Documentary proof of price escalation from Vissershok Waste Management Facility (Pty) Ltd must be submitted.

Price Adjustment Mechanism: Disposal - The City of Cape Town's Solid Waste Disposal Facilities:

Disposal price adjustment will be escalated as follows:

Subject to the City of Cape Town's Solid Waste: Disposal Tariff annual increase.

- 17.3 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources**" and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "**Price Basis for Imported Resources**" (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **CCT's** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

17.3.1 Adjustment for variations in rates of exchange:

(a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.

(b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.

(c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.

(d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.

(e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the schedule titled "**Price Basis for Imported Resources**".

(f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.

(g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.

(h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or subcontractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "**Price Basis for Imported Resources**", then the value in column (A) shall be used.

17.3.2 Adjustment for variations in customs surcharge and customs duty

(a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "**Price Basis for Imported Resources**" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

(b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.

17.3.3 Adjustment for variation in labour and material Costs

If the prices for imported Plant and Materials are not fixed, the Supplier shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

17.4 Planning for this contract is based on a six year budget which is subject to change. While the Employer has every intention 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, to terminate this contract, and/or to review and terminate this contract as is contemplated in Section 116(1)(b)(iii) of the Local Government: Municipal Finance Management Act 56 of 2003, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Supplier shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 17.

18. Contract Amendments

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

n) **18. Contract Amendments and Variations**

Add the following to clause 18.1:

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

o) **21. Delays in the supplier's performance**

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

21.2 If at any time during the performance of the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 Days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.

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

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

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

p) **22. Penalties**

Delete clause 22.1 and replace with the following:

22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or performance.

The penalties for this contract shall be imposed is as follows:

PRELIMINARY LIST	FINE PER OFFENCE
No proper signage and cones;	R2000
Un-roadworthy and unlicensed vehicles;	R1000
No company name on safety bibs;	R1000
Material left overnight without permission;	R3000
No safety bibs/vests	R1000
Littering of the site and surrounds;	R1000
Burying waste on site and surrounds;	R2000
Not using the proper ablution facilities;	R1000
Spillage onto the ground of oil, diesel, etc.;	R1000
Illegal dumping of material removed from the stormwater infrastructure;	R3000
Washing excessive material downstream.	R1000
Monthly reporting not submitted	R2000
Failure to supply full and complete EPWP documents to the City of Cape Town, including late submission	R1000/day

[The Director: Roads Infrastructure and Management or his representative shall issue spot fines if the Tenderer infringes on the specifications of the contract. The Tenderer shall be advised in writing of the nature of the infringement and

the amount of the spot fine. The Tenderer shall also take the necessary steps (e.g. training) to prevent a recurrence of the infringement.

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

Spot fines shall be between R500 and R2 000, depending upon the severity of the infringement. The decision on how much to impose will be made by the Director: Roads Infrastructure and Management or his representative and will be final.

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

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

23. Termination for default

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

q) 23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

23.8.2 The parties by mutual agreement terminate the contract.

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

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

r) 27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

s) **28. Limitation of Liability**

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

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

Add the following after clause 28.1:

28.2 Without detracting from, and in addition to, any of the other indemnities in this contract, the supplier shall be solely liable for and hereby indemnifies and holds harmless the purchaser against all claims, charges, damages, costs,

actions, liability, demands and/or proceedings and expense in connection with:

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

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

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

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

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

t) **31. Notices**

Delete clauses 31.1 and 31.2 and replace with the following:

31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when: a) hand delivered – on the working day of delivery

- b) sent by registered mail – five (5) working days after mailing
- c) sent by email or telefax – one (1) working day after transmission

u) **32. Taxes and Duties**

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

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

Add the following after clause 32.3:

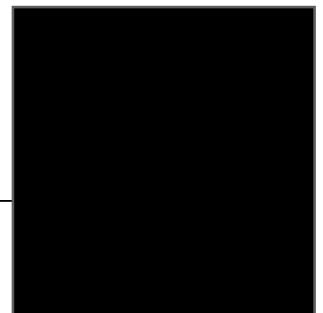
32.4 The VAT registration number of the City of Cape Town is [REDACTED]

v) **ADDITIONAL CONDITIONS OF CONTRACT**

Add the following Clause after Clause 34:

35. Reporting Obligations.

35.1 The supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications. Any failure in this regard may result in a delay in the processing of any payments.



Annexure B: Pricing Data

SCHEDULES OF RATES

REGION – CENTRAL (Rates Applies to both Main and Standby Areas)

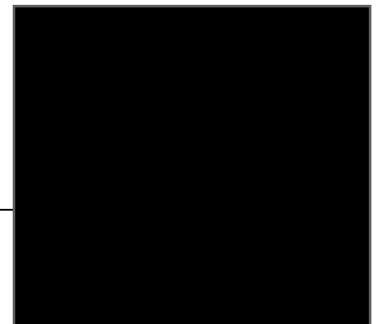
PRICE SCHEDULE A (REGION EAST) CLEANING OF SURFACE INFRASTRUCTURE

ITEM	DESCRIPTION	UNIT OF MEASURE	RATE EXCL VAT (R)
1	FOREMAN		
1.1	Normal Working Hours between (7:30 to 17:00 Monday to Friday)	Hour	R 24.88
1.2	Overtime Rates	Hour	R 37.32
1.3	Weekends & Public Holidays	Hour	R 49.77
2	ARTISAN/OPERATOR		
2.1	Normal Working Hours between (7:30 to 17:00 Monday to Friday)	Hour	R 24.61
2.2	Overtime Rates	Hour	R 36.92
2.3	Weekends & Public Holidays	Hour	R 49.22
3	LABOURER (EACH)		
3.1	Normal Working Hours between (7:30 to 17:00 Monday to Friday)	Hour	R 23.34
3.2	Overtime Rates	Hour	R 35.01
3.3	Weekends & Public Holidays	Hour	R 46.68
4	DRIVER (EACH) only applicable for to item 6.7		
4.1	Normal Working Hours between (7:30 to 17:00 Monday to Friday)	Hour	R 24.88
4.2	Overtime Rates	Hour	R 37.32
4.3	Weekends & Public Holidays	Hour	R 49.77
5	HEALTH AND SAFETY OFFICER (EACH)		
5.1	Normal Working Hours between (7:30 to 17:00 Monday to Friday)	Hour	R 74.99
5.2	Overtime Rates	Hour	R 112.49
5.3	Weekends & Public Holidays	Hour	R 149.98
6	VEHICLE HIRE (Wet rate)		
6.1	Hook on trailer (Min 1 ton)	Hour	R 12.83
6.2	1 ton – 1.5 ton LDV	Hour	R 34.25
6.3	1.501 ton - 3 ton truck	Hour	R 78.27
6.4	3.01 ton - 5 ton truck	Hour	R 134.99
6.5	5.01 ton – 8 ton truck	Hour	R 238.75
6.6	8.01 ton truck	Hour	R 248.53
6.7	10 Seater MINIBUS Petrol	Hour	R 74.55
7	ADDITIONAL PLANT & EQUIPMENT		
7.1	Ablution and latrine facilities (including trailer)	Day	R 20.15
7.2	Brush cutter (including fuel and maintenance)	Hour	R 32.24
7.3	Chainsaw (including fuel and maintenance)	Hour	R 34.25
7.4	Weed spraying around catchpit/ manhole frame (rate to include worker, required chemical and weedspray apparatus)	Per unit	R 17.90

PRICE SCHEDULE B (REGION EAST)
CLEANING OF CATCHPITS

ITEM	DESCRIPTION	UNIT OF MEASURE	RATE EXCL VAT (R)
1	CLEANING OF CATCHPITS BY HAND (INCLUDING MOUTH OF CONNECTION)		
1.1	Catchpits (includes the cleaning, removing of waste and the carting and disposal thereof)	Per catchpit	R 41.30
1.2	Catchpits where volume exceeds 2 cubic metres	Per catchpit	R 44.33
1.3	Disinfection around catchpit	Per catchpit	R 33.24
1.4	Disposal of non-contaminated waste material at the City of Cape Town's Solid Waste Disposal Facilities	Per ton	
1.5	Disposal of special waste material at Vissershok Management Facility (aka The Private Site)	Per ton	

Payment for Items 1.4 & 1.5 will made in accordance with respective tariff.



Annexure C: SPECIFICATIONS

(5) SPECIFICATION(S)

5.1 EMPLOYERS OBJECTIVE

The employer's objectives are to maintain the City's stormwater infrastructure assets such as, channels, streams, intakes, ponds and catchpits using labour intensive methods.

5.2 OVERVIEW OF THE WORKS

a) General Description of the Works

5.2.1.1. Catchpits / Intakes

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

5.2.1.2. Channels and ponds (surface infrastructure)

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

5.2.1.3. Emergency Works

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

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

5.2.1.4 Disinfecting

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

b) Work Area

5.2.2.1 The successful Tenderer(s) will be required to work in designated areas within the boundaries of the City of Cape Town Municipal area as shown on the drawings.

5.2.2.2 For the purposes of this tender the City of Cape Town municipal area has been divided into **4 Regions** and further subdivided into Areas as shown on the Drawings in **Annexure 7, Site Location / Area Map**.

5.2.2.3 Where ambiguity exists as to the exact location of the boundary (i.e. the boundary is shown as being directly on the road), the boundary shall always be to the centre line of the road in question.

c) Boundaries of the site

5.2.3.1 The site of works shall consist of the entire road/river reserve, intersections, any storage area on the site which the Tenderer may require in addition to the area required for cleaning and special works as defined by the limits of cleaning shown on the drawing issued to the Tenderer, plus such additional length of road that is necessary for erection of the road signs on the approaches to the works.

5.2.3.2 In Annexure 7, Site Locations / Area Map, the area as shown and the site will be anywhere within the boundaries of the area.

d) Occupation of the site

5.2.4.1 Access to the site of the works will be given to the Tenderer within 5 working days after the commencement date.

5.2.4.2 The site of the works is on public roads, which remain in use during the course of the work. No road may be closed without prior permission and traffic shall be accommodated at all.

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

5.3 EXTENT OF THE WORKS

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

b) The work to be undertaken by the Tenderer shall include the following:

- ☐ Catchpit Cleaning;
- ☐ Cleaning surface infrastructure;
- ☐ Emergency Cleaning;
- ☐ Disinfecting

c) Tenderers are to note that the bulk of the work takes place between January and August in preparation for winter and therefore continuous use of labour and equipment throughout the term of the contract is not guaranteed, but work is issued on an as and when required basis.

5.4 LIMITED CONTRACT FUNDING

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

5.5 HAZARDOUS NATURE OF THE WORKS

The work undertaken during this tender is Hazardous in its nature and tenderers are required to take every precaution to protect their workers and the general public. Tenderers should therefore allow for any medical expenses that will be associated with exposure to hazardous waste. No claim from a Tenderer after tender award will be entertained if found non-compliant with the above.

5.6 STANDARD OF WORKMANSHIP

5.6.1 The attention of Tenderers is particularly drawn to the high standard of workmanship applicable to this Contract.

5.6.2 Tenders will only be considered from Tenderers who has in their employ, in the opinion of the Director of Transport: Planning or his Representative, have had adequate previous experience in comparable works and who have the necessary plant and equipment to carry out the Works. The experience required is primarily in regard to the Contracting firm itself, although the experience of individuals employed by the firm or firms, are also of importance.

5.6.3 The onus to produce work which conforms in quality and accuracy of detail to the requirements of the specifications is on the Tenderer. The Tenderer shall, at his own expense, institute a quality-control system and provide experienced, foremen and supervisors, together with all transport and equipment, to ensure adequate supervision and positive control of the works at all times.

5.6.4 The costs of all supervision and process control, including testing thus carried out by the Tenderer shall be deemed to be included in the rates tendered for the related items of work.

5.6.5 On completion of every part of the work submission thereof to the Director: Roads Infrastructure and Management or his representative for examination, the Tenderer shall furnish the Director: Roads Infrastructure and Management or his representative with photographs of all relevant completed works.

5.7 TENDERER'S SUPERINTENDENCE

5.7.1 The Tenderer or a competent and authorised agent or representative approved of in writing by the Director: Roads Infrastructure and Management or his Representative (which approval may at any time be withdrawn), is to be constantly on the Works and shall give his whole time to the superintendence of the works. Such authorised agent or representative shall receive and execute on behalf of the Tenderer directions and instructions from the Director: Roads Infrastructure and Management or his Representative.

5.7.2 In the event that a company is based outside the municipal area of the City of Cape Town a local office must be established within two weeks after award of a contract.

5.8 VEHICLES AND EQUIPMENT

5.8.1 The Tenderers vehicles and equipment used for performing services shall be adequate to perform the services required by the tender, as may reasonably be determined by the Director: Roads Infrastructure and Management or his representative from time to time. As the vehicles and equipment become fully depreciated or reach the end of their useful life, Tenderers shall immediately purchase, rent, or lease vehicles and equipment to satisfy such requirements or replace such retired vehicles and equipment.

5.8.2 The Tenderers vehicles and equipment shall be registered by the Tenderer and are to be licensed and operated in accordance with the Road Traffic Act, Act 29 of 1989 and current Road Traffic Regulations and shall operate in compliance with all applicable central, provincial, and local laws and regulations.

5.8.3 In order to comply with the National Land Transport Transition Act (NLTTA) and the National Road Traffic Act (NRTA), where workers and goods are transported, the tenderer SHALL convey workers in A 7.30 seater minibus (as specified under item 6.7 in the Pricing Schedule).

5.8.4 The Tenderer shall keep all vehicles and equipment used for performing services in good repair, appearance and sanitary condition. Each vehicle shall have at least one broom and shovel at all times to clean up solid waste that may be spilled or otherwise scattered during the process of collection. Each vehicle shall have a tarp or something similar which shall be used to cover the transported material in order to avoid that waste are spilled onto the road. All lights, horns, warning devices, mufflers, fuel tanks and emission controls on the said vehicles and equipment shall be kept operable at all times, with an average fleet downtime of no more than 24 hours. Time loss must be made up either by working longer hours or at weekends as directed by the Director: Roads Infrastructure and Management or his representative.

5.8.5 When vehicles are down for maintenance or repair, it shall be the Tenderers obligation to provide a replacement vehicle, within one week, from the spare units in its fleet or a comparable replacement through a rental agreement. All odometers on the said vehicles shall be kept operable at all times and shall be replaced only upon prompt notice thereof to the Director: Roads Infrastructure and Management or his representative.

5.8.6 All vehicles and equipment shall be operated by qualified and licensed operators and so as not to harm human health or the environment. All vehicles shall be sufficiently secure so as to prevent any spilling or littering of solid waste and/or leakage of fluid. No vehicles shall be willfully overloaded. The noise level for all vehicles during operations shall not exceed seventy-five decibels at a distance of eight meters measured at an elevation of 1.8 meters above the ground.

5.8.7 The Tenderer shall provide all vehicles with drainage tanks, so that liquids leaking from the solid waste are captured and contained on the LDV and spillage of such liquids to the streets is prevented. These liquids may be discharged to catchpits and manholes but not onto roadways. The liquids captured and held within the drainage tanks are to be emptied only at the officially designated disposal site, or a holding tank at the officially designated transfer station. All vehicles shall meet environmental emission

requirements and be subjected to inspection on an annual basis by the Director: Roads Infrastructure and Management or his representative.

5.8.8 All vehicles shall maintain a record book of time and movement, including: departure time from the parking area at the start of work, arrival time at and departure time from the officially designated discharge location, and arrival time at the parking area at the end of work.

5.8.9 Trucks which have their loads weighed or measured shall have this data included in the vehicle log books. Downtime and the nature of any break down and repair activities shall also be recorded in the record books. Data from the trucker books shall be collated and presented in a monthly report of service delivery from the Tenderer to the Director: Roads Infrastructure and Management or his representative. In addition, the Director: Roads Infrastructure and Management or his representative shall have access to the trucker books upon demand.

5.8.10 During the course of the contract, Tenderers could be called upon to demonstrate the suitability of their equipment for the various works. **The cost of such demonstrations will be onus bore by the Tenderer.**

5.9 IDENTIFICATION AND UNIFORMS

5.9.1 The Tenderer shall provide all Tenderers staff with identification cards, with their name, photo, and identification number and require them to carry the said identification cards at all times for monitoring purposes. When requested to do so by the Director: Roads Infrastructure and Management or his representative the tenderer shall submit their identification cards for inspection.

5.9.2 The Tenderer shall provide a minimum of a readily recognizable, level two type (minimum) bright / fluorescent orange, red-orange, yellow or red in colour with retro-reflective strips (as indicated in Chapter 13 of Volume 2 of the South African Road Traffic Signs Manual SARTSM) bibs with the Tenderers name and telephone number clearly displayed to all its workers, to be worn at all times when performing works for this contract, so that they can be readily observed and their performance can be readily monitored. Bibs shall be replenished as they become worn or damaged, and on at least a semi-annual basis.

5.9.3 The Tenderer shall provide protective shoes and gloves to all workers, for use at all times during performance of works for this contract. Other protective clothing shall be provided with equipment which facilitates their work and limits their direct contact with the waste materials.

5.9.4 The Tenderers shall paint all vehicles and other equipment in the same colour and shall provide each vehicle with a readily visible identification number and the Tenderers name painted on the sides, front and back of the vehicle.

5.10 PERFORMANCE MONITORING

5.10.1 The Tenderer shall execute the Works in strict accordance with the contract to the satisfaction of the Director: Roads Infrastructure and Management or his Representative and shall comply with and adhere strictly to the Director: Roads Infrastructure and Management or his Representatives instructions and directions on any matter (whether mentioned in the contract or not). The Tenderer shall take instructions and directions only from the Director: Roads Infrastructure and Management or his Representative.

5.10.2 Seven days after the award of the contract the Tenderer must issue a method statement for approval by the Director: Roads Infrastructure and Management or his Representative indicating exactly how the work will be executed.

5.10.3 Works can only commence once the tenderer received a written instruction with an explanatory drawing from the Director: Roads Infrastructure and Management or his representative. **No payment** will be made unless the written instruction with the drawing is submitted with the tenderers payment invoice. The Tenderer shall allow the Director: Roads Infrastructure and Management or his representative, to have access at all times to inspect the work being conducted, to inspect all records and documents maintained by the Tenderer regarding work performed, and to inspect the equipment, including spare parts inventories, stores, and workshop repair facilities.

5.10.4 The Tenderer shall establish and operate a complaint and community liaison office within its assigned area of service. The Tenderer shall also establish and operate a telephone line with a full time answering service or machine at the said office for receipt of complaints and public comments. Said office shall have at least one responsible person in charge and present during collection hours and shall be open during all collection hours.

5.10.5 A complete log of all communications is to be maintained, including a record of actions to follow-up on any complaints or comments. The Tenderer shall make the log and record available for inspection whenever requested by the Director: Roads Infrastructure and Management or his representative. The Tenderer shall respond to all complaints regarding works provided under this tender in a courteous and prompt manner within 1 day. Should a complaint go unresolved for longer than 5 working days, the Director: Roads Infrastructure and Management or his representative will have the right to demand an explanation or resolution to its satisfaction.

5.10.6 The Tenderer shall inform the Director: Roads Infrastructure and Management or his Representative timeously of any problems on site.

5.11 WORKS COMPRISING THE TENDER

5.11.1 Price Schedule A includes the removal of all vegetation, rubble, debris, paper, silt and cutting back of grass on river and canal banks, side channels (including the slope from the edge of the road, to the top of the channel), intakes, and ponds and disposal thereof, as required by the Director: Roads Infrastructure and Management or his representative, at the Vissershok Waste Management Facility (aka the private site), the Coastal Park Landfill Site (Baden Powell Drive, Muizenberg), Bellville South Landfill Site (Sacks Circle, Bellville) or the site or the Vissershok Landfill Site (Frankdale Road, Off N7, Table View) sites for all material removed. An Artisan may be required from time to time for minor repairs to infrastructure such as wingwalls, etc. and for the operating of small plant such as brushcutters and chainsaws. Such work may only be undertaken when instructed by the Director: Roads Infrastructure and Management or his representative. The Director: Roads Infrastructure and Management or his representative's decision will be final as to where and when this Price Schedule is used.

5.11.2 Price Schedule B includes for the cleaning, unblocking and removal of sand, sludge, tree roots or other foreign matter from catchpits and the mouth of the connection and disposal thereof at the Vissershok Waste Management Facility (aka the private site) for all material removed. **No payment will be made if no tipping slips are submitted with their payment certificate.**

5.11.3 Red gullies and catchpits in major roads, freeways where the speed limit exceeds 60 Km per hour may **not be cleaned by labour intensive methods.**

5.11.4 The Tenderer may be called upon to assist the Council with the cleaning or clearing of emergency blockages or special tasks for which he will be paid in accordance with the Price Schedules. The response time for such emergency callouts will be 4 hours i.e. from the time the call was received by the Tenderers to the time of arriving on site. In the event of an emergency outside normal hours, the minimum calls out time of 4 hours will be paid to the Tenderer, regardless of the time (under 4 Hours) required to deal with the emergency. The response time for such emergency callouts will be 4 hours i.e. From the time the call is received by the Service Provider to the time of arriving on site.

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

5.11.6 No work may be undertaken at night unless prior permission has been obtained from the Director: Transport: Roads Infrastructure and Management, or his representative.

5.12 METHOD OF CLEANING

5.12.1 Required Staff & Equipment

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

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

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

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

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

5.12.2 Works procedure

5.12.2.1 In addition, the Tenderer will be furnished with a written instruction and a set of drawings on which he is to confirm positions, sizes, lengths etc. for Catchpits and Stormwater reticulation as they are cleaned. The plans are to be returned to the Director: Roads Infrastructure and Management or his Representative on completion of each section of work awarded. **No payment will be made if the written instruction, drawings and slips from the waste disposal site are not submitted with the payment invoice.**

5.12.2.2 Before and after record photographs are required for all cleaning activities. Location to be indicated on a drawing issued to the Tenderer by the Director: Roads Infrastructure and Management or his Representative. Photographs are to be mounted on an A4 sheet indicating the before and after cleaning status, date, time location (street name and house number) and Service Provider's details. Record photographs are to be submitted with the payment invoice for that area. The Director: Roads Infrastructure and Management or his Representative will indicate when record photographs are required.

5.12.2.3 The Director: Roads Infrastructure and Management or his Representative's decision as to whether surface infrastructure and catchpits are adequately cleaned will be final and will be based on whether it is reasonable and practical to remove any further material by normally accepted methods.

5.12.2.4 The cleaning of surface infrastructure is to be undertaken by teams of sufficient labourers as deemed necessary by the Director: Transport Roads Infrastructure and Management or his Representative, including all non-power driven tools (spades, forks, rakes, etc.). The team is to be supervised by a foreman with, who must be on site at all times, in order to move the team between sites as well as/or for preliminary site inspection. All costs for the transport (wet rate) are to be Vehicle Hire rates (Items 6.1 - 6.7).

5.12.2.5 Larger vehicles for cartage purposes when cleaning surface infrastructure may only be used with prior permission from the Director: Roads Infrastructure and Management or his Representative. The rate for vehicles is to include for driver (licenced and capable of driving larger vehicles), fuel, all licensing, etc.

5.12.2.6 The method to be used for cleaning surface and catchpits will be as specified by the Director: Roads Infrastructure and Management or his Representative. Where directed by the Director: Transport Roads Infrastructure and Management or his representative, teams cleaning, stormwater infrastructure as set out in the specification, by hand are to consist of a minimum of 80% local labour, and further comply with the minimum EPWP Designated Target Groups .

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

5.12.2.8 The apparatus and methods used shall cause no damage to infrastructure, property or fixtures and such damage as may be caused will be repaired by the Council at the Tenderer's expense.

5.12.2.9 The greatest care is to be exercised in order to ensure that insofar as possible all solid material dislodged from the underground stormwater reticulation is removed and carted away to the specified disposal sites.

5.12.2.10 The Tenderer shall provide suitable apparatus to trap sand, silt and debris at manholes and the contract may be terminated if the Tenderer is found to be discharging excessive material into the downstream pipelines.

5.12.2.11 Every effort must be made to unblock the underground reticulation. The Director: Roads Infrastructure and Management or his representative must be informed in cases where this is not possible i.e. collapses.

5.12.2.12 The Director: Roads Infrastructure and Management or his representative may instruct the Tenderer to cease work if he deems the method of work to be unsatisfactory, a danger or inconvenience to the public, or deemed to be uneconomical under the circumstances.

5.13 WASTE DISPOSAL

5.13.1 Disposal may take place at either

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

NUMBER	NAME OF WASTE DISPOSAL SITE	LOCATION	CONTACT NUMBER
(i)	Vissershok Waste Management Facility (aka the private site)	Off the N7, on the Frankdale Road	
(ii)	The Coastal Park Landfill Site	Baden Powell Drive	
(iii)	The Bellville South Landfill Site	Sacks Circle, Bellville	
(iv)	The Vissershok Landfill Site	Off the N7, on the Frankdale Road	

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

5.13.3 All material taken from Catchpits is to be completely removed daily and carted to an approved area within the specified disposal sites where the material may be disposed in accordance with orderly procedures stipulated by the controlling authority.

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

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

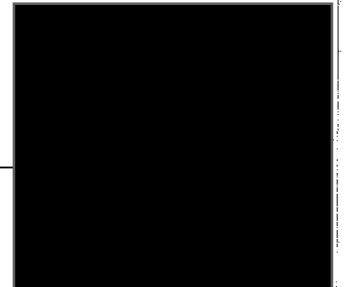
5.13.6 Tenderers who are found illegally dumping material will be fined and will be removed from the contract. Further, Tenderers found leaving material on site without permission will be removed from the contract.

5.13.7 The City of Cape Town owns disposal sites (ii) and (iii) as mentioned in the above table and determines the disposal tariff accordingly. In terms of The Vissershok Landfill Site being a private site, tariffs as charged by Visserhok Waste Management Facility is not determined by the City of Cape Town.

5.13.8 It is therefore required of the tenderer to adhere to the tariff for disposal at Vissershok Waste Management Facility and the City of Cape Town's Solid Waste Disposal Facilities

5.13.9 Service Providers who dispose non-hazardous waste, which does not exceed 1.5 tons/1 500 kilograms, at the City of Cape Town's disposal facilities are required to produce vehicle tracker reports indicating facility where the waste was disposed at. The costs thereof shall be onus bore by the Service Provider.

5.14 DEFECTS



The Tenderer shall notify the Director: Roads Infrastructure and Management or his Representative immediately of any major defect in the reticulation, which he may discover. All defects to the reticulation system are to be noted on the daily sheets and the Director: Roads Infrastructure and Management or his Representative shall be advised in writing on a weekly basis of such defects.

5.15 PLUGGING OF PIPES

No pipes shall be plugged by the Tenderer, without the express written permission of the Director: Roads Infrastructure and Management or his Representative, who may impose special conditions regarding precautions to be taken. In any event the Tenderer shall be responsible for ensuring that the backing up of water does not cause flooding or nuisance.

5.16 GENERAL

5.16.1 All plant and equipment shall be maintained in a clean and serviceable condition.

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

5.16.3 The Director: Roads Infrastructure and Management or his Representative is to be informed on a daily basis by telephonic and /or email correspondence as to the location of the cleaning teams by 08:00. Weekend work and public holiday work locations to be communicated the day before the break by 08:00. The previous days "Daily Report Sheets" are to be included with the work location information. Reticulation ready for inspection should be noted in the correspondence.

5.16.4 The lip of the cover frame is to be cleaned, and all covers and grids properly seated, before moving to the next catchpit or manhole.

5.16.5 The channel for a minimum of two metres either side of the catchpit is to be cleaned of all sand, vegetation and debris. This is to be done by sweeping and not by washing with a high pressure jet.

5.16.6 The Tenderer is to satisfy himself that all infrastructures have been properly cleaned prior to leaving the site. Failure to do so could result in termination of the contract.

5.16.7 The Tenderer is to provide his supervisory staff with cellular phones or radios for communication purposes. The Tenderer is to be contactable during normal working hours, either by telephone, mobile or fax machine.

5.16.8 The Tenderer's foreman / supervisory agent at any worksite must be aware of the correct procedures to be followed if human remains are found in the course of normal cleaning operations. This includes corpses, body parts, infant corpses, etc. The SA Police Service must be notified immediately, and work must be suspended until a Police Officer has viewed the situation and given appropriate instructions.

5.16.9 All labourers to be utilised for this contract must be paid the minimum wage as gazetted by the Department of Labour for the Contract Cleaning Sector. Tenderers should ensure that their offers are in line with the gazetted law in order to be considered any further.

5.16.10 Illegal dumping must be reported to the call centre at 086 010 3089.

5.16.11 Source of Water Supply and Sewerage Connection

The Tenderer shall make his own arrangements with the relevant authorities for obtaining water for infrastructure maintenance and domestic purposes as well as a sewerage connection. The Tenderer shall pay for the water at the rates and tariffs as determined by the local authority, including the cost of supplying a metered standpipe as required.

The Tenderer, at his own cost and to the satisfaction of the Director: Roads Infrastructure and Management or his Representative, shall provide proper and adequate latrines for site staff. Any person employed by the Tenderer found defecating or urinating in places other than the provided facilities shall be disciplined accordingly

5.16.12 Water, Electricity and Sewage

The Tenderer shall, at his own expense, be responsible for obtaining and distributing the water and electricity required for infrastructure maintenance and domestic use. The cost of the distribution of water and electricity will be deemed to be included in the tendered rates.

5.17 ENVIRONMENTAL MANAGEMENT

Minimal Disturbance to Environment

5.17.1 General

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

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

5.17.2 Pollution

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

Pollution

The Tenderer shall abide by the relevant regulations of the Local Authority.

Dust

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

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

Mud/Debris

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

5.17.3 Access to Properties

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

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

5.17.4 Site Maintenance

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

5.18 TRAFFIC ACCOMMODATION

5.18.1 Safety



The Service Provider shall be responsible for the safe and easy passage of pedestrian and vehicular traffic past and/or over sections of roads of which he has occupation. The Service Provider shall at all times in his entire operations take the necessary care to protect the public and to facilitate the traffic flow. The Service Provider may not commence with any part of the works before he has made adequate provision for the accommodation of traffic. The safety and convenience of the travelling public is to be considered of utmost importance and every effort must be made to ensure that no work may proceed on any public road until such time as the relevant road signs, flagmen, speed controls, barricades, delineators, cones etc. are in place and maintained, and that courtesy is extended to the public at all times.

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

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

Access to properties must be maintained at all times.

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

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

5.18.2 Temporary Traffic-Control Facilities

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

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

The Service Provider shall determine the particular accommodation of traffic layout(s) on the drawings suitable to the cleaning exercise(s) planned. The Service Provider shall submit the layout proposals for signage and accommodation of traffic to the Engineer for approval.

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

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

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

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

5.18.3 Traffic-Control Devices

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

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

Flagmen shall have a working knowledge of the road regulations.

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

5.18.4 Road Signs and Barricades

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

5.18.5 Channelization Devices and Barricades

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

5.18.6 Warning Devices

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

5.18.7 Accommodation of Traffic Layout categories

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

5.18.8 Measurement and Payment

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

5.19 LIAISON WITH LOCAL AUTHORITIES

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

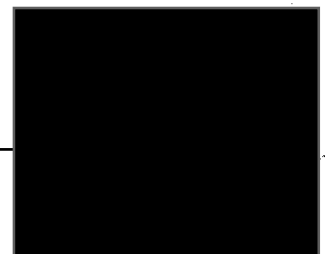
- (a) Dealing with traffic.
- (b) Locating of existing underground services.
- (c) Protection of existing services during infrastructure maintenance operations.

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

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

5.20 HEALTH AND SAFETY REQUIREMENTS

5.20.1 Watching and Lighting



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

5.20.2 Protection of Services

5.20.2.1.1 Existing Services

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

5.20.2.1.2 Condition of Existing Services

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

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

5.20.2.1.3 Maintenance and Protection of Existing Services

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

Where on account of location or level, existing services have to be permanently altered to accommodate the proposed service, the Council will pay all charges in connection therewith.

Hydrants under pressure, watermain valve covers and manholes shall be kept unobstructed and accessible at all times.

5.20.2.1.4 Work in Close Proximity to Existing Services

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

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

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

D16 (7) excavations

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

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

Section 51(3): Offences and penalties

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

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

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

5.20.3 Health and Safety Management

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

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

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

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

5.21 PRODUCTION RATES

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

Table 5.1: Average production rate for hand cleaning of catchpits

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

Table 5.2: Average production rate for hand cleaning of rivers

ITEM	AVERAGE RATES (square meters per worker per day)
Cleaning rivers and banks	100
Cutting vegetation in water 1m deep	20
Removal of water hyacinth	20

Table 5.3: Average production rate for grass cutting of river banks, floodplains and stormwater ponds using weed eaters

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

Table 5.4: Average production rate for litter picking of river banks, floodplains and stormwater ponds

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

5.22 TRADE NAMES OR PROPRIETARY PRODUCTS

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

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

5.23. EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the CCT's agent upon request.

5.24. FORMS FOR CONTRACT ADMINISTRATION

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

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

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R450.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

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

Invoices will only be paid on the successful completion of the task and on submission of the following documents:

- Timesheets – signed by each team member and the Service Provider;
- The Service Provider will be expected to submit the following:
 - Payslips and proof of wages paid (including the signature of workers that they accepted the wages);
 - Certified, colour ID copy of each worker on the timesheet;
 - Employment contract of each worker;
 - Banking details of each worker;

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.

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

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



Annexure D

Form of Performance Guarantee

(10) CONTRACT DOCUMENTS

ANNEXURE 1: Form of Guarantee / Performance Security

FORM OF GUARANTEE / PERFORMANCE SECURITY

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

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

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

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

PERFORMANCE GUARANTEE

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

5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Annexure E

Insurance Broker's Warranty

ANNEXURE 6: Insurance Broker's Warranty (Pro Forma)

Logo

Letterhead of supplier's Insurance Broker

SEE ATTACHED LETTER
(ADDENDUM D)

Date _____

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

Dear Sir

TENDER NO.: 2013/14

TENDER DESCRIPTION:

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

HIGHBURY **INSURANCE BROKERS**

**FOR HOUSEHOLD,
CAR & BUSINESS
INSURANCE**

10/03/2019
Pages:1

CELL: [REDACTED] • TEL: [REDACTED] • E-MAIL: [REDACTED]

I hereby confirm that the client does have Public Liability cover and that all premiums are paid up to date.

Public liability - R20 million

Client Name: Need Compost t/a Garden and Organics

The cover is subject to the terms and conditions of the Old Mutual Insure Policy

Kind regards

[REDACTED]

[REDACTED] t/a Highbury Insurance Brokers – FSP22926

Annexure F:

Occupational Health and Safety Agreement

Schedule 9: Occupational Health and Safety Agreement

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

NEED COMPOST T/A GARDEN & ORGANICS
(Supplier/Mandatory/Company/CC Name)

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

I, [REDACTED], representing

NEED COMPOST T/A GARDEN & ORGANICS, 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: [REDACTED]

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

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

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

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

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

Signed at KULS RIVER on the 4th day of OCTOBER 2019

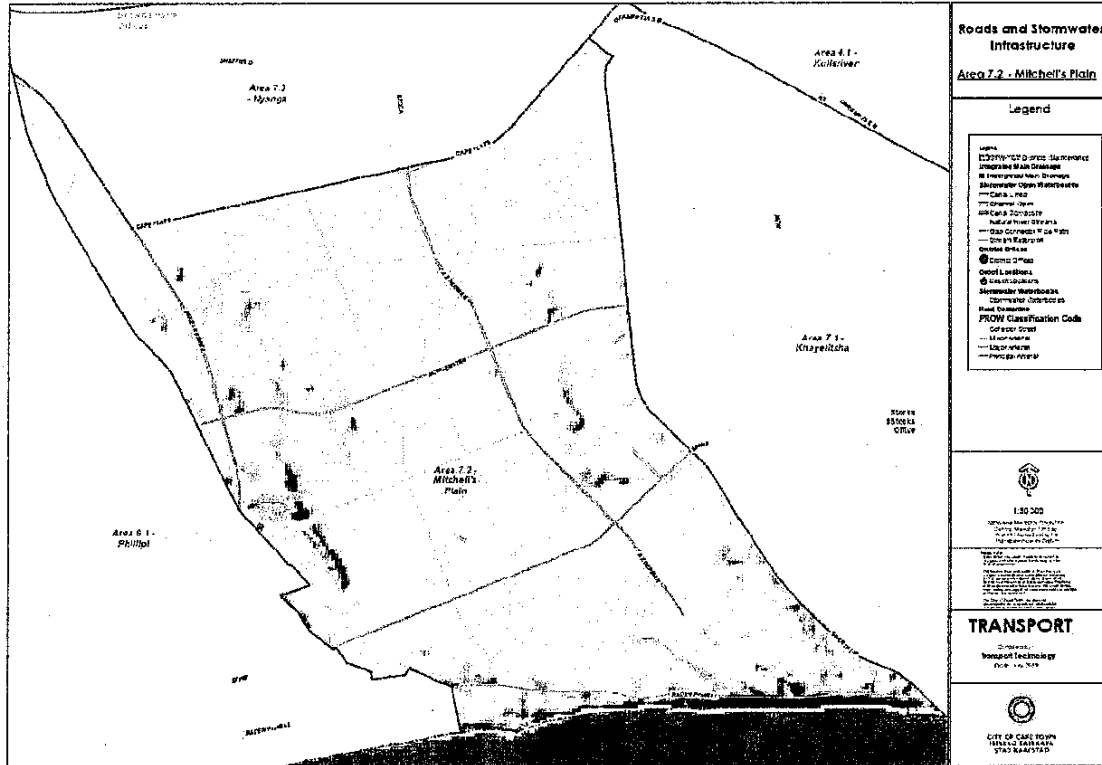
[REDACTED]

Witness

Signed at Cape Town on the 04 day of August 2021

[REDACTED]

[REDACTED]



[illegible]

