

TENDER NO. 66Q/2022/23



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

SCM – 510

Approved by Branch Manager: 03/04/2020

Version: 5

Page 1 of 186

CONTRACT DOCUMENT

FOR THE

EXHAUST STACKS REFURBISHMENT, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBAAI GAS TURBINES EXHAUST STACKS

VOLUME 1: TENDERING PROCEDURES

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 37-39** of this document
- Table 1: Tender preference indication (B-BBEE contribution) is on **page 92** of this document

ISSUED BY: DIRECTOR: ELECTRICITY GENERATION AND DISTRIBUTION CITY OF CAPE TOWN Bloemhof Electricity Head Office Bloemhof Street Bellville 7530	COMPILED BY: ELECTRICITY SUPPLY: GENERATION Exit 12. Bhunga Avenue, Athlone Power Station Langa CAPE TOWN 7455	FOR OFFICIAL USE. Tender Serial No.: Signatures of City Officials at Tender Opening 1. 2. 3.
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FEBRUARY 2015

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	
FAX NUMBER OF TENDERING ENTITY	
NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause C.2.12)	
Alternative Offer (see clause C.2.12)	

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 66Q/2022/23

EXHAUST STACKS REFURBISHMENT, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBBAAI GAS TURBINES EXHAUST STACKS

General Tender Information

TENDER ADVERTISED	:	05 August 2022
ESTIMATED CIDB CONTRACTOR GRADING DESIGNATION	:	3ME or higher
SITE VISIT/CLARIFICATION MEETING	:	not compulsory, but strongly recommended
SITE VISIT/CLARIFICATION MEETING DATE/TIME:	:	18 August 2022 at 11h00 am
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Roggebbaai Gas Turbines Corner of Nelson Mandela Boulevard and Coen Steytler Avenue Foreshore Cape Town.
CLOSING DATE	:	10 October 2022
CLOSING TIME	:	10h00
TENDER BOX & ADDRESS	:	Tender Box 153 at the Tender & Quotation Box Office , 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.

If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. The onus remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.

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

CITY OF CAPE TOWN

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T1.1 Tender Notice and Invitation to Tender

The CITY OF CAPE TOWN, ELECTRICITY GENERATION AND DISTRIBUTION, invites tenders for Tender No. 66Q/2022/23: EXHAUST STACKS REFURBISHMENT, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBAAI GAS TURBINES EXHAUST STACKS

Tenderers must be registered on Supplier Databases as described in the tender conditions.

Tenderers who are not registered on these Supplier Databases are not precluded from submitting tenders, but must however be registered upon being requested to do so in writing and within the period contained in such a request.

It is estimated that tenderers must have a CIDB contractor grading designation of 3ME or higher.

Preferences are offered to tenderers who tender in accordance with the Preferential Procurement Regulations, 2017.

The physical address for collection of tender documents is:

Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

Documents may be collected during working hours between 08:30 – 15:00 from **05 August 2022**.

A non-refundable tender fee of R300.00 is required on collection of the tender document by cash or EFT

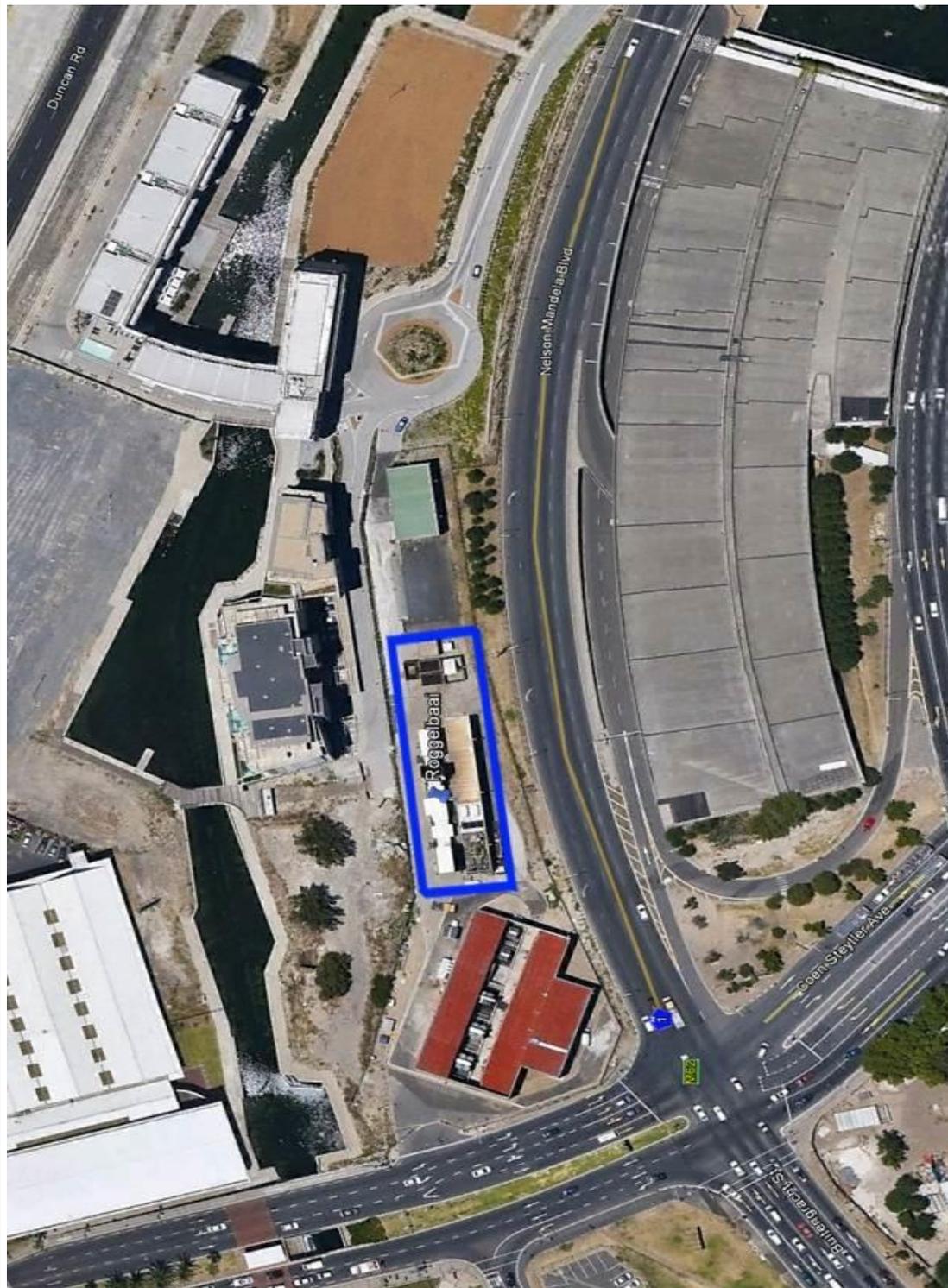
Queries relating to any issues in these documents may be addressed to Mr Aphiwe Mankomo, Tel No. 021 694 1716, e-mail: Aphiwe.Mankomo@capetown.gov.za.

The closing time for receipt of tenders is **10:00 on 10 October 2022**

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that has been issued. Printed Schedules of Quantities, in the same format (that is, layout, scheduled items and quantities) as those issued electronically by the Employer upon request, may be submitted as stated in the Tender Data.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.



CITY OF CAPE TOWN

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REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBAAI
GAS TURBINES EXHAUST STACKS

ROGGEBAAI GAS TURBINES

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

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T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Government Gazette No. 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see www.cidb.org.za), which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause number	Tender Data
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C.1	General
------------	----------------

C.1.1	Actions
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C.1.1.1	<i>Add the following:</i>
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The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the tender was advertised, save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract. Please refer to this document contained on the Employer's website.

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other remedies available to it as described in the SCM Policy.

The Employer is the City of Cape Town, represented by the Director: Electricity Generation and Distribution

In addition to the above, the following further documents are part of the tender:

VOLUME 3A:

Not applicable to this tender

VOLUME 4: Drawings (listed in C3.2 Engineering)

VOLUME 5: The Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Works and for Building and Engineering Works Designed by the Contractor, First Edition 1999 (Yellow Book), published by the International Federation of Consulting Engineers (FIDIC).

This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE) (tel 011 805 5947) or Consulting Engineers South Africa (CESA) (tel 011 463 2022).

VOLUME 6: [The SANS Standardised Specifications for Civil Engineering Construction prepared by Standards South Africa. These publications are available and tenderers must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001.]

Volumes 5 and 6 may also be inspected, by appointment, at the offices of the Employer's agent during normal office hours.

C.1.4 **Communication and employer's agent**

Delete the first sentence of the clause and replace with the following:

Verbal or any other form of communication, from the Employer, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to suppliers by its Director: Supply Chain Management or his nominee.

The Employer's agent is:

Name: Mr Shakeel October (Project Manager: Electricity Generation and Distribution)
Address: City of Cape Town
Bhunga Avenue
Athlone Power Station
Langa
7455

Tel: 021 814 1455

E-mail: Shakeel.October@capetown.gov.za

C.1.5 **Cancellation and Re-Invitation of Tenders**

*Delete the fullstop at the end of C.1.5.1 d) and replace with , or
Add the following after C.1.5.1 d):*

e) the parties are unable to negotiate market related pricing.

[]

C.1.6.2 **Competitive negotiation procedure**

Add the following to C.1.6.2.1:

A competitive negotiation procedure will not be followed.

C.1.6.3 **Proposal procedure using the two-stage system**

Add the following to C.1.6.3 and C.1.6.3.1:

A two-stage system will not be followed.

[]

Add the following after C.1.6.3.2.2

C.1.6.4 **Nomination of Alternative Bidder**

Alternative Bidder means a bidder, identified at the time of awarding a bid, that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included its SCM Policy.

C.1.6.5 **Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court**

C.1.6.5.1 **Disputes, objections, complaints and queries**

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

C.1.6.5.2 **Appeals**

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i) Must be in writing
 - ii) It must set out the reasons for the appeal
 - iii) It must state in which way the Appellant's rights were affected by the decision;
 - iv) It must state the remedy sought; and
 - v) It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

C.1.6.5.3 **Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000**

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

C.1.6.5.4 All requests referring to sub clauses C.1.6.4.1 and C.1.6.4.2 must be submitted in writing to:

The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department,
Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 021 400 5963 or 021 400 5830

Via email at: MSA.Appeals@capetown.gov.za

C.1.6.5.5 All requests referring to clause C.1.6.4.2 3 must be submitted in writing to:

The City Manager - C/o the Manager: Access to Information Unit, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 086 202 9982

Via email at: Access2info.Act@capetown.gov.za

C.1.7

City of Cape Town Supplier Database Registration

Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the City of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

C.1.8

National Treasury Web Based Central Supplier Database (CSD) Registration

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

C.2 Tenderer's obligations

C.2.1.1

Delete the clause and replace with the following:

Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.

C.2.1.3

Add the following after C.2.1.2:

Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

C.2.1.4

Only those tenders that satisfy the following criteria will be declared responsive:

C.2.1.4.1

Construction Industry Development Board (CIDB) Registration

Only those tenderers who are registered with the cidb, or capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a ME class of construction work, are eligible to have their tenders evaluated. Tenderers must obtain such active status upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

Joint Ventures are eligible to submit tenders provided that:

- a) every member of the joint venture is registered with an active status with the CIDB;
- b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the ME class of construction work; and
- c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a ME class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

For alpha-numeric associated with the contractor Grading Designations see Annex G attached.

C.2.1.4.2

Compliance with requirements of CCT SCM Policy and procedures

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) A completed **Compulsory Enterprise Questionnaire** to be provided (applicable schedule to be completed);
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided;
- d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- e) A completed **Declaration – Conflict of Interest and Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the Employer whose prior or current obligations creates any conflict of interest or unfair advantage;
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee;
- k) A completed Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

C.2.1.4.3 Minimum score for functionality

In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for functionality as stated below.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

Description of functionality criteria	Maximum possible score
<p>Demonstrated experience of the tendering entity with respect to comparable projects;(Please insert information in Schedule 9 see page 65)</p> <ul style="list-style-type: none"> • Number of similar projects • 1 to 3 similar projects 5 points • 4 to 6 similar projects 10 points • More than 6 similar projects15 points 	15
<p>Qualifications and demonstrated experience of the key staff in relation to the scope of work;(Please insert information in Schedule 12 see page 68-70)</p> <ul style="list-style-type: none"> • Appropriately experienced staff <p>The applicable values/points guide below will be used for the allocation of functionality points: Construction ManagerMax: 10 points</p> <ul style="list-style-type: none"> • 1-3 – Projects Completed.....4 Points • 4 - 6 Projects Completed.....6 Points • More Than 6 – Projects Completed...10 Points <p>Coded WelderMax: 5 points</p> <ul style="list-style-type: none"> • 1-3 – Projects Completed.....2 Points • 4 - 6 Projects Completed.....3 Points • More Than 6 - Projects Completed.....5 Points <p>Sheet Metal WorkerMax: 3 points</p> <ul style="list-style-type: none"> • 1-3 – Projects Completed.....1 Points • 4 - 6 Projects Completed.....2 Points • More Than 6 – Projects Completed..... .3 Points <p>Scaffolding InspectorMax: 7 points</p> <ul style="list-style-type: none"> • 1-3 – Projects Completed.....3 Points • 4 - 6 Projects Completed.....5 Points • More Than 6 – Projects Completed..... 7 Points <p>Scaffolding ErectorMax: 5 points</p> <ul style="list-style-type: none"> • 1-3 – Projects Completed.....2 Points • 4 - 6 Projects Completed.....3 Points • More Than 6 – Projects Completed..... .5 Points <p>Technical Supervisor.....Max: 5 points</p> <ul style="list-style-type: none"> • 1-3 – Projects Completed.....2 Points • 4 - 6 Projects Completed.....3 Points • More Than 6 – Projects Completed..... .5 Points 	35
Maximum possible score for Functionality	50

The minimum score for functionality is **30**. Tenderers that fail to achieve the minimum score for functionality will be declared as non-responsive.

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to Schedule 3, Part T2.2: Returnable Schedules).

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

C.2.1.4.4 **Local Content**

The City promotes the procurement of goods manufactured by local suppliers. The Department of Trade and Industry and National Treasury has identified specific designated sectors which require local content compliance. The current designated sectors are listed below:

Note: All to be listed including the date that the relevant Sector became effective.

Tenderers are required to ensure that they comply with these designated Sector requirements by ensuring that the products provided to the City are locally manufactured. Failure to meet the minimum stipulated threshold for local production and content will result in a bid being declared non-responsive.

Further details of designated sectors are available on http://www.thedti.gov.za/industrial_development/ip.jsp and http://ocpo.treasury.gov.za/Buyers_Area/Legislation/Pages/Practice-Notes.aspx

In addition to the above:

- a) The supplier shall study the terms and conditions as stated in the **Local Content Declaration / Annexure C** returnable schedule.

C.2.1.4.4.1 The stipulated minimum threshold percentages for local production and content for the **Steel Products and Components for Construction sector** ("the designated sector") is **100%** and will include all sub-sectors from the applicable National Treasury Instruction Note.]

C.2.1.4.4.2 Only tenders with locally produced or locally manufactured raw material or input will be considered. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade and Industry (DTI) (Chief Director: Industrial Procurement, tel. 012 394 3927 and fax 012 394 4927) should there be a need to import such raw material or input.

- C.2.1.4.4.3 A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.
- C.2.1.4.4.4 The Employer is obliged and must ensure that contracts for **the designated sector** are awarded at prices that are market related taking into account, among others, benchmark prices designated by the DTI for the sector, value for money and economies of scale. Where appropriate, prices may be negotiated with preferred bidders in accordance with provisions for Negotiation with Preferred Bidders as set out in the City of Cape Town SCM Policy.
- C.2.1.4.4.5 A bid will be declared non-responsive / disqualified if the **Local Content Declaration / Annexure C** returnable schedule as well as the authorisation letter referred to above (if applicable) are not submitted as part of the bid documentation at the closing date and time of the bid.
- C.2.1.4.4.6 For further information relating to the local production and content legislation, bidders may refer to website http://www.thedti.gov.za/industrial_development/ip.jsp, or may contact the Chief Director: Industrial Procurement at the DTI at telephone number (012) 394 3927 and fax (012) 394 4927, the Director: Fleet Procurement, Ms Cathrine Matidza, at telephone number (012) 394 3927 and e-mail CMatidza@thedti.gov.za, or the DTI Contact Centre no 0861 843384.
- C.2.1.4.5 **Compulsory clarification meeting**
Not Applicable
- C.2.1.4.6 **Pre-qualification criteria for preferential procurement**
Not Applicable
- C.2.1.4.7 **Good standing with Bargaining Council**
Not Applicable
- C.2.1.4.8 **Key Personnel**
Not Applicable

C.2.3

Check documents

C.2.3

Delete the clause and replace with the following:

The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Employer's agent at once of any such problems identified

C.2.7

Clarification meeting

Add the following after the second sentence:

The arrangements for the site visit/clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable).

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

C.2.8

Seek Clarification

Add the following after the first sentence:

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.

C.2.11

Alterations to documents

Delete the first sentence and replace with the following:

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer in writing, or necessary to correct errors made by the tenderer.

C.2.12

Alternative tender offers

C.2.12.1

Add the following to C.2.12.1 at the end of the first sentence:

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a separate set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope on a separate Form of Offer, both clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

While it is not necessary to duplicate all parts of the main tender offer, the alternative tender offer shall be supported by the following documents as applicable:

- a) the schedule that compares the alternative(s) offered with the requirements of the issued tender documents
- b) preliminary designs, calculations, drawings and all other pertinent technical information and characteristics must be submitted with the alternative tender offer, in order to enable the Employer to evaluate the efficacy of the alternatives proposed
- c) revised Bills of Quantities, or parts thereof, highlighting the changes made, together with a revised Summary, the total of which has been carried to the Form of Offer
- d) details of any proposed amendments to the Pricing Assumptions

An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender offer is higher than the ranking of the next ranked acceptable main tender offer.

The Employer's costs in confirming the acceptability of the alternative offer will be, *inter alia*, taken into account in considering the alternative offer.

The Employer will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the Contractor shall accept full responsibility that the alternative offer complies in all respects with the Employer's standards and requirements.

C.2.13 **Submitting a tender offer**

Add the following to C.2.13.1 at the end of the first sentence:

C.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

C.2.13.3 *Delete the clause and replace with the following:*

C.2.13.3 1 (One) copy(ies) of the following elements of the bid submission (please refer to **Contents (Volume 3)**) must be submitted separately bound in the same envelope where possible (see C.2.13.5):

Number	Heading
T2.2	Returnable Schedules
C2.2	Bills of Quantities
C2.3	Schedule of Rates for Electrical Variations
	All other attachments submitted by bidder

C.2.13.5 *Delete the clause and replace with the following*

C.2.13.5 The tender submission details are all described on the General Tender Information page. If it is not possible to submit the original tender and the required copies (see C.2.13.3) in a single envelope, then seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

Add the following to C.2.13.6:

C.2.13.6 A two-envelope procedure will **not** be followed (C.3.5).

Add the following after C.2.13.9:

C.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

C.2.13.11 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents, or elements thereof, may be made available to the tenderer at the Employer's discretion, upon written request in terms of this clause, subject to the following:

- a) Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.1.2 in hardcopy.
- b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in C.2.13.2.
- d) Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
- e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in C.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

C.2.15 **Closing time**

Add the following to C.2.15.1 after the first sentence:

C.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

- C.2.16 **Tender offer validity**
Add the following to C.2.16.1 after the first sentence:
- C.2.16.1 The tender offer validity period is **12 weeks (84 days)**.
- C.2.16.2 *Delete the clause and replace with the following:*
 Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager.
- C.2.17 **Clarification of tender offer after submission**
Add the following to C.2.17 at the end of the third sentence:
 A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.
- C.2.18 **Provide other material**
Delete the following word in C.2.18.1:
- C.2.18.1 notarized
- Add the following to C.2.18.1 at the end of the first paragraph:*
 Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT **exceeds R 10 million:**
- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
 - b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
 - c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
 - d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.
- Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.
- C.2.18.3 *Add the following after C.2.18.2:*
 Tenderers shall fully cooperate with the Employer's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.
- Failure to fully cooperate could result in a tender being declared as non-responsive.
- C.2.18.4 **Compliance with Occupational Health and Safety Act, 85 of 1993**
 Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.
- In this regard the Tenderer shall submit with his tender or upon request, appended to Schedule 18: Health and Safety Plan in T2.2: Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.5 Management in the Scope of Work.
- C.2.23 **Certificates**
Add the following after the first sentence:
 The tenderer is required to submit the following:

C.2.23.1

Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause C.2.1.4.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Before making an award the City must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the City, within 7 working day, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the City via CSD or e-Filing. The City should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status with SARS.

C.2.23.2

Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

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

The applicable code for this tender is the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector**

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

Add the follow new clause after C.2.23.2

C.2.24

Proposed Deviations and Qualifications

Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the schedule titled **Proposed Deviations and Qualifications by Tenderer** in T.2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.

The tenderer accept that the Employer will examine such deviations in terms of clause C.3.8.2 and shall not be bound to accept any such deviations or qualifications.

It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer includes for all such deviations or qualifications listed or referred to in the schedule titled **Proposed Deviations and Qualifications by Tenderer** or not.

C.3 The Employer's undertakings

C.3.2 Issue Addenda

Delete the first sentence and replace with:

If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances

Add the following to C.3.2 at the end of the paragraph:

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

C.3.4 Opening of tender submissions

Add the following to C.3.4.2 at the end of the paragraph:

The location for opening of the tender offers is the Tender Submission Office at the address as stated on the General Tender Information page.

C.3.8 Test for responsiveness

C.3.8.2

Replace the final sentence of C.3.8.2 with the following:

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

Add the following after clause C.3.8.2

C.3.8.3 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

C.3.9 Arithmetical errors, omissions and discrepancies

Add the following after clause C.3.9.2

C.3.9.3 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

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

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

C.3.10 Clarification of a tender offer

Delete the clause and replace with the following:

C.3.10 The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of the tenderer's offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.

C.3.11 Evaluation of tender offers

Add the following after clause C.3.11.1

C.3.11.2 Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

C.3.11.3 The tender will be evaluated in terms of the requirements of the Preferential Procurement Regulations of 2017 as follows:

C.3.11.3.1 The preference point system applicable to this tender is the 80/20 preference point system.]

C.3.11.3.2 Price, preference and functionality will be scored, as relevant, to two decimal places.

C.3.11.3.3 Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Points will be awarded to tenderers who are eligible for preferences in terms of the **Preference Schedule** (where preferences are granted in respect of B-BBEE contribution) which is included in T2.2 Returnable Schedules.

The terms and conditions of the **Preference Schedule** shall apply in all respects to the tender evaluation process and any subsequent contract.

In addition, the various deemed B-BBEE Status Level of Contributor in accordance with the relevant Codes can be attained and such tenderers must be awarded the appropriate number of points.

It should be noted that such Deemed B-BBEE Status Level of Contribution can be enhanced or discounted in accordance with the relevant clauses in the applicable Codes.

[[
C.3.11.4

Risk Analysis

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:

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

[[
The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer in terms of C.3.13).]

] C.3.13

Acceptance of tender offer

Delete C.3.13 and replace with the following):

Accept the tender offer, if in the opinion of the employer, it does not present any material risk and only if the tenderer:

a)

[[
Delete C.3.13 a) and replace with the following):

is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system., preventing participation in the employer's procurement,

[[
Add the following below C.3.13 f)

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

[[

- C.3.13.1 The Employer reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- a) reports of poor governance and/or unethical behaviour;
 - b) association with known family of notorious individuals;
 - c) poor performance issues, known to the City;
 - d) negative social media reports; and
 - e) adverse assurance (e.g. due diligence) report outcomes.
- C.3.13.2 The Employer reserves the right to nominate an alternative bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included its SCM Policy.
- C.3.13.3 The Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice.
- C.3.13.4 The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.
- C.3.17 **Provide copies of the contract**
Add the following after the first sentence:
 The number of paper copies of the signed contract to be provided by the Employer is one.
- C.3.18 *Add the following after C.3.189*
- C.3.19 **Negotiations with preferred tenderers**
 The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:
- a) does not allow any preferred tenderer a second or unfair opportunity;
 - b) is not to the detriment of any other tenderer; and
 - c) does not lead to a higher price than the tender as submitted.
- If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.
- Minutes of any such negotiations shall be kept for record purposes.
- The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.
- In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

Annex C (normative) **Standard Conditions of Tender**

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her [duties impartially](#);
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

[]

Annex G

(normative)

Alpha-numerics associated with the Contractor Grading Designations

In terms of Government Gazette 42561, dated 5 July 2019, the tender value range as set out in Table 8 in cidb Regulation 17 has been amended. Table G1 below reflects the amended values that come into effect on 07 October 2019

Table G1: Contractor grading designations and associated parameters applicable after 7 October 2019

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

Table G2: Classes of construction work

Description	Designation	Definition	Work types	Examples
Civil engineering works	CE	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure	Water, sewerage, roads, railways, harbours and transport, urban development and municipal services	Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines.
Electrical engineering works (Infrastructure)	EP	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: a) relating to the generation, transmission and distribution of electricity;	Electrical power generation, transmission, control and distribution equipment and systems.	Power generation Street and area lighting Substations and protection systems Township Reticulations Transmission Lines Supervisory control and data acquisition systems
Electrical engineering works (buildings)	EB	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction	Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises
General building works	GB	Construction works that: a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or b) cannot be categorised in terms of the definitions provided for civil engineering works, electrical engineering works, mechanical engineering works, or	Buildings and ancillary works other than those categorised as being: a) civil engineering works; b) electrical engineering works; c) mechanical engineering works; or d) specialist works.	Buildings for domestic, industrial, institutional or commercial occupancies Car ports Fences other than classified as SS Stores Walls

Description	Designation	Definition	Work types	Examples
Mechanical engineering works	ME	Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling	Machine systems including those relating to the environment of building interiors. a) gas transmission and distribution systems b) pipelines c) solid waste disposal d) materials handling, lifting machinery, heating, ventilation and cooling, pumps, e) continuous process systems f) chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes.	Air-conditioning and mechanical ventilation Boiler installations and steam distribution Central heating Centralised hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes Kitchen equipment Laundry equipment Lift installations and escalators Refrigeration and cold rooms Waste handling systems (including compactors)
Specialist works	SB	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The extension, installation, repair, maintenance or renewal, or removal, of asphalt	
	SC		The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support	
	SD		The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)	
	SE		Demolition of buildings and engineering infrastructure and blasting	
	SF		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)	
	SG		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts	
	SH		The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works	
	SI		The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or, dismantling of lifts, escalators, travellers and hoisting machinery	
	SJ		The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures	

Description	Designation	Definition	Work types	Examples
	SK	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage	
	SL		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding	
	SM		Timber buildings and structures	
	SN		The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.	
	SO		The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing)	
	SQ		The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing	

TENDER NO. 66Q/2022/23



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

SCM – 510

Approved by Branch Manager: 03/04/2020

Version: 5

Page 38 of 186

CONTRACT DOCUMENT

FOR THE

EXHAUST STACKS REFURBISHMENT, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBBAI GAS TURBINES EXHAUST STACKS

VOLUME 2: RETURNABLE DOCUMENTS

ISSUED BY: DIRECTOR: ELECTRICITY GENERATION AND DISTRIBUTION CITY OF CAPE TOWN Bloemhof Electricity Head Office Bloemhof Street Bellville 7530	COMPILED BY: ELECTRICITY SUPPLY: GENERATION Exit 12. Bhunga Avenue, Athlone Power Station Langa CAPE TOWN 7455	FOR OFFICIAL USE. Tender Serial No.: Signatures of City Officials at Tender Opening 1. 2. 3.
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FEBRUARY 2015

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	
FAX NUMBER OF TENDERING ENTITY	
NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause C.2.12)	
Alternative Offer (see clause C.2.12)	

Part T2: Returnable Documents

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C1.2 Contract Data (data provided by Contractor)	40
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EXHAUST STACKS REFURBISHMENT, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBAAI GAS TURBINES EXHAUST STACKS

STACKS T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in non-erasable **black ink**:

1. **C1.1 The offer portion of the C1.1 Form of Offer and Acceptance**
2. **C1.2 Contract Data (provided by contractor)**
3. **C2.2 Schedules of Quantities**
C2.3 Schedule of Rates for Electrical Variations
4. **Returnable Schedules that will be incorporated into the Contract**

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22: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	82-86
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5. Other documents required for tender evaluation purposes

- a) Joint Venture Agreement (if applicable) - append to Schedule 3.
- b) Health and Safety Plan - append to Schedule 19.
- c) Functionality Criteria - append to Schedule 21.

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 66Q/2022/23

EXHAUST STACKS REFURBISHMENT, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBBAAI GAS TURBINES EXHAUST

C1.1 Form of Offer and Acceptance

Offer

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

CONTRACT NO. 66Q/2022/23: EXHAUST STACKS REFURBISHMENT, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBBAAI GAS TURBINES EXHAUST

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

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

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

Rand.
..... (in words);

R(in figures)

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

Signature(s)
Name(s)
Capacity

for the tenderer

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and signature of witness

Date

For official use.		
INITIALS OF CITY OFFICIALS AT TENDER OPENING		
1.	2.	3.

Acceptance

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

The terms of the contract are contained in:

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

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

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

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

The Parties	Employer	Contractor
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

Schedule of Deviations

Notes:

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

1 Subject
Details
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2 Subject
Details
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3 Subject
Details
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4 Subject
Details
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ONLY TO BE COMPLETED AT
ACCEPTANCE STAGE

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

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

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 66Q/2022/23

EXHAUST STACKS REFURBISHMENT, CORROSION PROTECTION OF THE STEEL STRUCTURE,
REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBBAAI GAS
TURBINES EXHAUST STACKS

C1.2 Contract Data

Data provided by the Contractor

The name of the Contractor is

The address of the Contractor is

Physical : Postal :
Address Address

.....
.....
.....
.....

Telephone : Fax:

email :

CONTRACTOR'S ANNUAL HOLIDAY PERIODS DURING CONSTRUCTION PERIOD

Year 1 contractor's annual holiday period	Start date		End date
Year 2 contractor's annual holiday period	Start date		End date
Year 3 contractor's annual holiday period	Start date		End date

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

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

C2.2 Schedules of Quantities

CONTENTS	PAGES
SCHEDULE NO. 1 GENERAL REQUIREMENTS AND CONDITIONS	42-43
SCHEDULE NO. 2 WORKS	44-45
SCHEDULE NO. 3 MATERIALS	46
SCHEDULE NO. 5 HEALTH AND SAFETY	47
SUMMARY	48
CONTINGENCIES	49
DECLARATION	50

66Q/2022/23: EXHAUST STACKS REPAIRS, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBAAI GAS TURBINES EXHAUST STACKS

ITEM	DESCRIPTION	UNIT	QTY	PRICE		AMOUNT	
				R	C	R	c
	<p><u>SCHEDULE NO. 1</u></p> <p><u>GENERAL REQUIREMENTS AND CONDITIONS</u></p> <p>FIXED CHARGE ITEMS (SANS 1200 A)</p> <p>Please note that the site establishment and de-establishment will be done twice hence QTY = 2</p>						
1	Contractual Requirements (Includes employer's Goods in Transit insurance for the contract period)	Sum	2				
2	Offices and storage	Sum	2				
3	Workshops	Sum	2				
4	Ablutions and latrines	Sum	2				
5	Water supplies	Sum	2				
6	Electrical supplies	Sum	2				
7	Telecommunications	Sum	2				
8	Access	Sum	2				
9	Rope access rescue team	Sum	2				
10	Security (tenderer to include Preliminary Programme in schedule 15, to determine the period they will need security to safe Guard their equipment for onsite works only) (The Maximum period of onsite works applicable to this contract is 8 Months per Project Phase)	Sum	2				
CARRIED OVER TO NEXT PAGE						R	

66Q/2022/23: EXHAUST STACKS REPAIRS, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBAAI GAS TURBINES EXHAUST STACKS

TOTAL CARRIED OVER FROM PREVIOUS PAGE							
ITEM	DESCRIPTION	UNIT	QTY	PRICE		AMOUNT	
				R	C	R	C
	<u>SCHEDULE NO. 1 (Cont.)</u> <u>GENERAL REQUIREMENTS AND CONDITIONS</u> TIME RELATED ITEMS (SANS 1200 A) (Ps and Gs in the event of extension of time) Please note that the site establishment and de-establishment will be done twice hence QTY = 2,						
11	Contractual Requirements	Sum	2				
12	Offices and storage	Sum	2				
13	Workshops	Sum	2				
14	Ablutions and latrines	Sum	2				
15	Electrical supplies	Sum	2				
16	Telecommunications	Sum	2				
17	Access	Sum	2				
18	Supervision for off-site period	Sum	2				
19	Rope access rescue team (not the same as item 9, please price in full)	Per/Day	30				
20	Overhead / indirect cost (admin)	Sum	2				
21	Security (not the same as item 10, please price in full)	Per/Day	180				
TOTAL AMOUNT OF SCHEDULE NO. 1 CARRIED TO SUMMARY ON PAGE 48						R	

66Q/2022/23: EXHAUST STACKS REPAIRS, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBAAI GAS TURBINES EXHAUST STACKS

ITEM	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
				R	R
				c	c
	<u>SCHEDULE NO. 2</u>				
	<u>WORKS</u>				
	Allow for all costs and expenses in connection with the works, Repairs, painting, testing, inspection, installation: - Please note that the works will be done twice (Module A and B) hence QTY = 2				
22	Lift OCGT exhaust stack sections into place (Includes hiring of 200Ton Mobile crane for 8 days (4 days for Module A and 4 Days for Module B).	Sum	2		
23	Secure the Exhaust sections in-situ.	Sum	2		
24	Tension all stainless steel retaining rods and weld in position (Includes coded welder).	Sum	2		
25	The 18 stainless steel retaining rods shall be removed along with the twelve 100mm x 12mm mild steel backing plates. The backing plates shall be replaced with new, hot dip galvanised, mild steel plates to the exact same dimensions of the existing.	Sum	2		
26	Reinstate corrosion protection. (Flange bolts and retaining rods.)	Sum	2		
27	Steel Structure Corrosion repairs (including painting and welding).	Sum	2		
28	Scaffolding Rental	Sum	2		
29	Scaffolding Installation (Including all transport, labour and equipment.) (See technical Specification for methodology)	Sum	4		
30	Scaffolding Dismantling (Including all transport, labour and equipment.) (See technical Specification for methodology)	Sum	4		
31	Scaffolding Monthly Inspection (Including Transport, labour and Certification)	Sum	2		
32	Remove existing insulation (Rockwool)	Sum	2		
33	Install new insulation (Rockwool)	Sum	2		
34	A total of 14 baffles is installed in two of the five modules. Remove, inspect, repair and re-instate the baffles (includes hiring of a 50 Ton Mobile Crane for 20 days(10 days per Module) and transporting them to the Contractors Workshop and Back to site.	Sum	2		
35	Non-destructive examination tests shall be carried out on all five modules and all cracks shall be repaired	Sum	2		
36	Installation of sampling ports	Sum	2		
CARRIED OVER TO NEXT PAGE					R

66Q/2022/23: EXHAUST STACKS REPAIRS, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBAAI GAS TURBINES EXHAUST STACKS

ITEM	DESCRIPTION	UNIT	QTY	PRICE		AMOUNT	
				R	C	R	c
	<u>SCHEDULE NO. 2 (Cont.)</u> <u>AD-HOC LABOUR AND EQUIPMENT</u> <u>ON ENGINEER'S INSTRUCTION</u>						
37	Coded Welder	Per Day	10				
38	Rigger	Per Day	10				
39	Sheet Metal Worker	Per Day	10				
40	Pipe Fitter and Turner	Per Day	10				
41	Supply Mobile Crane (Minimum recommended crane capacity 200 Ton.) (includes labour and transportation)	Per Day	8				
42	Supply Mobile Crane (Minimum recommended crane capacity 50 Ton.) (includes labour and transportation)	Per Day	8				
43	Heavy load vehicle	Per Day	10				
44	Hydraulic Platform	Per Day	10				
45	Special tooling	Sum	2				
TOTAL AMOUNT OF SCHEDULE NO.2 CARRIED TO SUMMARY ON PAGE 48					R		

66Q/2022/23: EXHAUST STACKS REPAIRS, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBBAI GAS TURBINES EXHAUST STACKS

ITEM	DESCRIPTION	UNIT	QTY	PRICE		AMOUNT		
				R	c	R	c	
	<u>SCHEDULE NO. 3</u>							
	<u>MATERIALS</u>							
	<u>Allow for all costs and expenses in connection with the supply, delivery, offloading and storage of the following materials: -</u>							
46	Bolt (16 x 50 set screw 316 stainless)	Each	810					
47	Washer Flat (16mm 316 Stainless)	Each	1480					
48	Nuts (16mm Hexagon 316 Stainless)	Each	810					
49	Jotun Aluminium HR paint (5L) or equivalent	Each	24					
50	Jotun – Jotamastic 87 Aluminium (5L) or equivalent	Each	16					
51	Jotun no.17 Thinner (5L) or equivalent	Each	8					
52	Rockwool (1000x500x50mm)	Each	400					
53	Ceramic twisted Rope (50mm 10m/roll)	Each	20					
54	Glass Fibber web tape (150w x 3mm x 30m)	Each	12					
55	Screw set (Stainless Steel 40mm x 12mm Hexagon) (as and when required)	Each	400					
56	Supply 3CR12 washers	Each	400					
57	Supply 100mm x 12mm mild steel backing plates (hot dip galvanised) (as and when required)	Per metre	24					
TOTAL AMOUNT OF SCHEDULE NO. 4 CARRIED TO SUMMARY OF PAGE 48							R	

66Q/2022/23: EXHAUST STACKS REPAIRS, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBAAI GAS TURBINES EXHAUST STACKS

ITEM	DESCRIPTION	UNIT	QTY	PRICE		AMOUNT		
				R	c	R	c	
	<u>SCHEDULE NO. 4</u> <u>HEALTH AND SAFETY</u> <u>Allow for all costs and expenses in connection with the following: -</u>							
58	Compliance with the Health and Safety Specification.	Sum	2					
59	Compliance with the requirements of the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations, 2014 (for Health and Safety Plan see separate item).	Sum	2					
60	Provision of and adherence to a Health and Safety Plan.	Sum	2					
61	Liaison, co-ordination and chairing of meetings in respect of Health and Safety requirements.	Sum	2					
62	Health and Safety Obligations including Covid-19 Level 1 regulations	Sum	2					
63	Health and Safety Obligations including Covid-19 Level 2 regulations	Sum	2					
64	Health and Safety Obligations including Covid-19 Level 3 regulations	Sum	2					
65	Health and Safety Obligations including Covid-19 Level 4 regulations	Sum	2					
66	Health and Safety Obligations including Covid-19 Level 5 regulations	Sum	2					
TOTAL AMOUNT OF SCHEDULE NO. 9 CARRIED TO SUMMARY ON PAGE 48								

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ITEM	DESCRIPTION	AMOUNT R c
	<p><u>SUMMARY</u></p> <p>Total of Schedule 1 from page 41-42 General Requirements and Conditions</p> <p>Total of Schedule 2 from page 43-44 Works</p> <p>Total of Schedule 3 from page 45 Materials.....</p> <p>Total of Schedule 4 from page 46 Health and Safety</p>	
	Carried forward	R

66Q/2022/23: EXHAUST STACKS REPAIRS, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBAAI GAS TURBINES EXHAUST STACKS]

ITEM	DESCRIPTION	UNIT	QTY	PRICE		AMOUNT	
				R	c	R	c
				Brought forward			
67	<p><u>CONTINGENCIES</u></p> <p><u>The following items will be deducted in part or whole if not required: -</u></p> <p>Allow the sum of 10% (ten percent) of the above total for contingencies to be spent as the Employer may direct.</p>	Sum	1				
	Total excluding VAT				R		
	Add 15% for Value Added Tax				R		
				Carried to Part C1.1 Form of Offer and Acceptance		R	

DECLARATION (In respect of completeness of Tender)

City of Cape Town
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN

I/ we, the undersigned, do hereby declare that these are the properly priced Schedules of Quantities forming Part C2.2 of this Contract Document which contains 186 pages numbered i to v and 1 to 182 in consecutive order in Volume 1 and 2 and the number of pages in consecutive order in Volume 3 as stated on page i thereof, upon which my/our tender for **TENDER NO. 66Q/2022/23 EXHAUST STACKS REFURBISHMENT, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBBAAI GAS TURBINES EXHAUST STACKS** has been based. If I/we have submitted a printed version of the Schedules of Quantities, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause F.3.2 in Part T1.2 Tender Data.

SIGNED ON BEHALF OF TENDERER:

DATE:

CITY OF CAPE TOWN

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TURBINES EXHAUST

C2.3 Schedule of Rates for Electrical Variations

[Not applicable to this tender.]

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TURBINES EXHAUST**

T2.2 Returnable Schedules

CITY OF CAPE TOWN

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SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.	
Section 1: Name of enterprise:	
Section 2: VAT registration number, if any:	
Section 2a: National Treasury Central Supplier Database registration number :	
Section 2b: SARS Tax Compliance Status PIN :	
Section 3: cidb registration number, if any:	
Section 4: Particulars of sole proprietors and partners in partnerships	
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners	
Section 5: Particulars of companies and close corporations	
Company registration number	
Close corporation number	
Tax reference number	
Section 6: Foreign Bidding Suppliers	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	
a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Does the tenderer have a permanent establishment in the Republic of South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d) Does the tenderer have any source of income in the Republic of South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
e) Is the tenderer liable in the Republic of South Africa for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or Database of Restricted Suppliers;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise
name

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CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

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SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. **66Q/2022/23: EXHAUST STACKS REFURBISHMENT, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBBAI GAS TURBINES EXHAUST**

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

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

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

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

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

.....
Signature

.....
Date

.....
Name

.....
Position

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CITY OF CAPE TOWN

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SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize

Mr/Ms
 authorised signatory of the company,
 close corporation or partnership
, acting in the capacity
 of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note :

A copy of the Joint Venture Agreement, showing clearly the **percentage contribution of each partner** to the joint venture, shall be appended to this schedule.

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SCHEDULE 4: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act, 56 of 2003, and attach it to this schedule.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:
 - a) abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
2.1	Is the Tenderer or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004? The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.3.1	If so, furnish particulars:		
2.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the Tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.5.1	If so, furnish particulars:		

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

certify that the information furnished on this declaration form is true and correct, and accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

.....
Signature
.....
Position

.....
Date
.....
Name of Tenderer/Contractor

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

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SCHEDULE 5: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 amended)

- 1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve (12) months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City’s employ and involved in any of the City’s bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City’s employment voluntarily, during a period of twelve (12) months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City’s employment whilst facing disciplinary action by the City, during a period of twenty-four (24) months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City’s employ.

- 2.
- 3. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of tenderer or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company or Close Corporation Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars

.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other supplier and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....
.....

13.4 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars:

.....
.....

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars

3.16 Do you have any employees who was in the service of the City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

The tenderer hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it

Signature

Date

Name (PRINT)

(For and on behalf of the tenderer, duly authorised)

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

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

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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SCHEDULE 6: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of abuse of the Supply Chain Management Policy.

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

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

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

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

Date

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SCHEDULE 7: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION

Tenderers must be registered with the relevant Bargaining Council as contained in the tender conditions and must append to this schedule a certificate of compliance / letter of good standing in terms of the relevant Government Gazette that indicates compliance / validity at the time of tender award.

Each party to a Consortium/Joint Venture shall append separate certificates in the above regard.

Declaration in respect of labour legislation

The tenderer, by signing this schedule, declares that it will comply with all labour legislation, as may be applicable.

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 8: CONFIRMATION OF CITY OF CAPE TOWN SUPPLIER DATABASE REGISTRATION

<u>CITY OF CAPE TOWN SUPPLIER DATABASE REGISTRATION</u>		
COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE

[

]

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 9: SCHEDULE OF WORK EXPERIENCE OF TENDERER

The tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to it and those currently being undertaken.

EMPLOYER (NAME, TEL No. AND FAX No.)	CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)	NATURE OF WORK	VALUE OF WORK R(m)	COMPLETION DATE
COMPLETED CONTRACTS				
CURRENT CONTRACTS				

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

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[]

SCHEDULE 10: SCHEDULE OF EQUIPMENT INSTALLATIONS AND SERVICE HISTORY

Not Used

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 11: CONFIRMATION OF CONTRACTOR REGISTRATION / ACCREDITATION

This schedule is not “compulsory” but only used for legislative requirements.

OHSAS 45001

Where an Occupational Health and Safety (OHS) Management System has been approved in terms of OHSAS 18001, state registration certificate number and standard.

Certificate No:

NRS 040-3:2002

Where a person has been authorised, in writing, to be responsible for ensuring that the work on or near medium and high voltage equipment and installations can be carried out with safety.

	Name of Responsible Person	Certificate Number	Certificate Date	Copy of Certificate (Y/N)
1				
2				
3				
4				
5				

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SCHEDULE 12: DETAILS OF QUALIFICATIONS AND STAFF EXPERIENCE OF STAFF

Tenderers shall set out in the Schedule hereunder details of the listed staff's experience in work of a similar nature to that for which their Tender is submitted.

CONSTRUCTION MANAGER	NAME:NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

GENERAL FOREMAN/ CONSTRUCTION SUPERVISOR	NAME:NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

CODED WELDER	NAME: NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

SHEET METAL WORKER	NAME: NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

SCAFOLDING INSPECTOR	NAME: NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

SCAFOLDING ERECTOR	NAME: NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

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

SIGNED ON BEHALF OF THE TENDERER:

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SCHEDULE 13: SCHEDULE OF CONSTRUCTION EQUIPMENT

The tenderer shall state below what construction equipment will be available for this Contract. The tenderer shall differentiate, if applicable, between construction equipment immediately available and construction equipment which will become available by virtue of outstanding orders, and indicate what further construction equipment will be acquired or hired for the work should he be awarded the Contract.

CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE

DESCRIPTION, SIZE, CAPACITY	NUMBER

CONSTRUCTION EQUIPMENT ON ORDER

(State details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY	NUMBER

CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED

(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	NUMBER

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

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SCHEDULE 14: DETAILS OF TENDERER'S WORKSHOP FACILITIES

[
Workshop physical address

Available storage space

SIGNED ON BEHALF OF TENDERER:

[

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SCHEDULE 15: PRELIMINARY PROGRAMME (FOR INFORMATION PURPOSES ONLY)

The tenderer shall attach a preliminary programme, to this schedule. Maximum execution period is 8 Months and will be determined by the employer. However, during the 24 months of contract winter period, procurements of goods will be allowed to prepare for site installation in Spring to Autumn months.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

Details of the preliminary programme shall be appended to this Schedule.

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

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 16: PROPOSED WORK PLAN

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

It should be noted that while a programme may form part of the required work plan, more than a programme is expected in response to this requirement. The work plan must indicate the approach and methodology that the tenderer intends following in order to reach the required outcomes. The work plan must show that the tenderer has appreciated the Scope of Work, and has good insight as to what actions or activities are required in order to comply with the Employer's objectives.

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SCHEDULE 17: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated expenditure indicating the value of work done and materials not yet built into the Permanent Works for each month of the Contract period which he estimates will arise based on his preliminary programme and tendered rates, as set out in the table below. The total of the monthly amounts shall be equal to the tender sum.

MONTH	VALUE
1.	R
2.	R
3.	R
4.	R
5.	R
6.	R
7.	R
8.	R
9.	R
10.	R
11.	R
12.	R
13.	R
14.	R
15.	R
16.	R
17.	R
18.	R
19.	R
20.	R
21.	R
22.	R
23.	R
24.	R
SUBTOTAL	R
CONTINGENCIES (10%)	R
SUBTOTAL	R
VAT (15%)	R
TOTAL	R (INCLUDING VAT @ 15%)

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SCHEDULE 18: SCHEDULE OF SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors for work (excluding work covered by provisional sums and contingencies) in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed sub-contractors. Should any of the sub-contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate the contract, and the tendered unit rates for the various items making up the work activities shall remain final and binding.

SUB-CONTRACTORS		
Sub-contractor's name	Work activities to be undertaken by the Sub-contractor	Estimated value of work (Rand)

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

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SCHEDULE 19: HEALTH AND SAFETY PLAN

Tenderers are referred to the requirements of Clause C.2.18.4 in Part T1.2 Tender Data and shall append the required draft Health and Safety Plan to this Schedule.

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

SIGNED ON BEHALF OF TENDERER:

|

CITY OF CAPE TOWN

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SCHEDULE 20: PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER

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

The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

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

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

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

[]
SIGNED ON BEHALF OF TENDERER:
[]

CITY OF CAPE TOWN

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SCHEDULE 21: FUNCTIONALITY CRITERIA

The Tenderer shall provide information for the functionality criteria listed in this Returnable Schedule.

The Tenderer’s attention is drawn to clause C.2.1.4.3 in the Tender Data for a more detailed explanation of the functionality criteria given in the table below and how the score will be calculated (with applicable values).

Description of functionality criteria	Maximum possible score
<p>Demonstrated experience of the tendering entity with respect to comparable projects;(Please insert information in Schedule 9 page 65)</p> <ul style="list-style-type: none"> • Number of similar projects • 1 to 3 similar projects 5 points • 4 to 6 similar projects 10 points • More than 6 similar projects 15 points 	15
<p>Qualifications and demonstrated experience of the key staff in relation to the scope of work;(Please insert information in Schedule 12 page 68-70)</p> <ul style="list-style-type: none"> • Appropriately experienced staff The applicable values/points guide below will be used for the allocation of functionality points: <p>CONSTRUCTION MANAGERMax: 10 points</p> <ul style="list-style-type: none"> • 1-3 – Projects Completed.....4 Points • 4 - 6 Projects Completed.....6 Points • More Than 6 – Projects Completed...10 Points <p>Coded WelderMax: 5 points</p> <ul style="list-style-type: none"> • 1-3 – Projects Completed.....2 Points • 4 - 6 Projects Completed.....3 Points • More Than 6 - Projects Completed.....5 Points <p>Sheet Metal WorkerMax: 3 points</p> <ul style="list-style-type: none"> • 1-3 – Projects Completed.....1 Points • 4 - 6 Projects Completed.....2 Points • More Than 6 – Projects Completed.....3 Points <p>Scaffolding InspectorMax: 7 points</p> <ul style="list-style-type: none"> • 1-3 – Projects Completed.....3 Points • 4 - 6 Projects Completed.....5 Points • More Than 6 – Projects Completed.....7 Points <p>Scaffolding ErectorMax: 5 points</p> <ul style="list-style-type: none"> • 1-3 – Projects Completed.....2 Points • 4 - 6 Projects Completed.....3 Points • More Than 6 – Projects Completed.....5 Points • <p>Technical Supervisor.....Max: 5 points</p> <ul style="list-style-type: none"> • 1-3 – Projects Completed.....2 Points • 4 - 6 Projects Completed.....3 Points • More Than 6 – Projects Completed.....5 Points 	35
<p>Maximum possible score for Functionality</p>	50

The minimum score for functionality is **30**. Tenderers that fail to achieve the minimum score for functionality will be rejected.

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

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SCHEDULE 22 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

[This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2 Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such with the specific bidding condition that only locally produced goods with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE..
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by Nedbank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

NOTE: The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

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SCHEDULE 22 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods Stipulated minimum threshold

Steel Products and Components for Construction sector 100%

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Suppliers must submit proof of the Nedbank rate(s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the CCT provide directives in this regard.

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 66Q/2022/23

EXHAUST STACKS REFURBISHMENT, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBAAI GAS TURBINES EXHAUST

SCHEDULE 22 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	66Q/2022/23		
(C2)	Tender description:			
(C3)	Designated product(s)			
(C4)	Tender Authority:			
(C5)	Tendering Entity name:			
(C6)	Tender Exchange Rate:	Pula	EU	GBP
(C7)	Specified local content %			

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
45	Bolt (16 x 50 set screw stainless)										
46	Washer Flat (16mm Stainless)										
47	Nuts (16mm Hexagon Stainless)										
54	Screw set (Stainless Steel 40mm x 12mm Hexagon) (as and when required)										
55	Supply 3CR12 washer										
									(C20) Total tender value	R	
									(C21) Total Exempt imported content		R

Signature of tenderer from Annex B

		Calculation of local content					
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C22) Total Tender value net of exempt imported content	R	
(C23) Total Imported content		R
(C24) Total local content		R
(C25) Average local content % of tender		

Date: _____

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

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SCHEDULE 23: PRICE BASIS FOR IMPORTED RESOURCES

Not applicable to this tender

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SCHEDULE 24: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

ELECTRICITY GENERATION AND DISTRIBUTION

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SCHEDULE 25: PREFERENCE SCHEDULE TO BE USED IN TERMS OF THE AMENDED CODES FOR MEASURING BROAD-BASED BLACK ECONOMIC EMPOWERMENT IN THE CONSTRUCTION SECTOR (2017)

Preference Schedule where preferences are granted in respect of B-BBEE contribution

1 Definitions

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practise (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE status level of contributor: The B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Black Designated Groups: The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

Black People: The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

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

Contract The agreement that results from the acceptance of a bid by an organ of state.

Co-operative: A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

Designated Group: Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

Designated Sector: A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Exempted Micro Enterprise (EME): An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Firm Price: The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

Functionality: The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

Military Veteran: The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

National Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).

Price: Includes all applicable taxes less unconditional discounts.

Proof of B-BBEE status level of contributor: The B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of good Practice or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

Qualifying Small Enterprise (QSE): A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Rand Value: means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

Rural Area: A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

Stipulated Minimum Threshold: The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Sub-contract: The primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

The Act: The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

Total Revenue: Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

Township: An urban living area that at any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Trust: The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

Trustee: Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Youth: The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of quotation offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBBEE level of contribution in accordance with the Codes of Good Practice, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 6) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;
- 8) accept that the CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;
- 9) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

The sanctions for breaching the conditions associated with the granting of preferences are:

- 1) disqualify the supplier from the quotation process;
- 2) recover costs, losses or damages the CCT has incurred or suffered as a result of the supplier's or contractor's conduct;
- 3) cancel the contract in whole or in part and claim any damages which the CCT has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 4) restrict the supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the CCT for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied and inform the National Treasury accordingly;
- 5) forward the matter for criminal prosecution; and/or
- 6) financial penalties payable to the CCT, as set out below.

Financial penalty for breach of Condition 2 in Section 2 above:

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the supplier qualified for (unless so declared or proven to be beyond the control of the supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the supplier qualified for, expressed as a percentage of P*, less 25%

P* = Value of the contract

Financial penalty for breach in terms of condition 6 in Section 2 above:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

$$\text{Penalty} = 5/100 \times (B\text{-BBEE}^a - B\text{-BBEE}^t) \times P^*$$

where:

B-BBEE^a = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

B-BBEE^t = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of quotation evaluation

P* = Value of the contract

Financial penalty for breach in terms of condition 10 in Section 2 above:

The penalty to be applied where the supplier fails to disclose subcontracting arrangement after the award of the tender is up to a maximum of 10% of the value of the contract.

4 Level of Contribution in respect of enterprise status or structure of the tendering entity (the supplier)

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below applicable to the Code they wish to be evaluated against.

Table 1: Level of Contribution: Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector.

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), at least 30% but less than 51% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), less than 30% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise B-BBEE Status Level of Contributor ¹ <input type="checkbox"/>	<input type="checkbox"/>
Qualifying Small Enterprise B-BBEE Status Level of Contributor ¹ <input type="checkbox"/>	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), less than 51% black-owned	<input type="checkbox"/>
Verified B-BBEE contributor B-BBEE Status Level of Contributor ¹ <input type="checkbox"/>	<input type="checkbox"/>
Non-compliant contributor	<input type="checkbox"/>

¹ If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

5 Declarations

1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works

Note:

Tenderers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the tenderer contravenes the conditions in Section 2.

2) The undersigned, who warrants that he/she is duly authorized to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:

- (i) the information furnished is true and correct;
- (ii) the preference claimed is in accordance with the conditions of this schedule;
- (iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBEE level of contributor as at the closing date is correct; and
- iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

Signature

Date

Name (PRINT)
(For and on behalf of the Supplier (duly authorised))

For official use.		
SIGNATURE OF CITY OFFICIALS AT TENDER OPENING		
1.	2.	3.

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

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SCHEDULE 26: SCHEDULE OF PRE-QUALIFICATION CRITERIA SUB-CONTRACTORS

Not Applicable

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

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SCHEDULE 27: INFORMATION TO BE PROVIDED WITH THE TENDER

[
The following information shall be provided with the Tender:

- a) Proposed construction programme (Maximum time applicable per project Phase Execution is 8 Months in Spring to Autumn months)
- b) Rock wool Specification
- c) At tender stage, a detailed procedure as to how the work is to be carried out shall be supplied
- d) A Detailed CV of the key and additional personnel, copy of their qualifications, authorisations and certification, as required, shall be attached to schedule 12. The key personnel must demonstrate similar experience related to specific aspects of this project detailed in the scope of work.

SIGNED ON BEHALF OF TENDERER:

]

TENDER NO. 66Q/2022/23



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

SCM – 510

Approved by Branch Manager: 03/04/2020

Version: 5

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CONTRACT DOCUMENT

FOR THE

EXHAUST STACKS REFURBISHMENT, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBBAAI GAS TURBINES EXHAUST

VOLUME 3: DRAFT CONTRACT

ISSUED BY: DIRECTOR: ELECTRICITY GENERATION AND DISRIBUTION CITY OF CAPE TOWN Bloemhof Electricity Head Office Bloemhof Street Bellville 7530	COMPILED BY: ELECTRICITY SUPPLY: GENERATION Exit 12. Bhunga Avenue, Athlone Power Station Langa CAPE TOWN 7455	FOR OFFICIAL USE. Tender Serial No.: Signatures of City Officials at Tender Opening 1. 2. 3.
--	--	--

FEBRUARY 2015

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	
FAX NUMBER OF TENDERING ENTITY	
NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause C.2.12)	
Alternative Offer (see clause C.2.12)	

Part C1: Agreements and Contract Data

	Pages
C1.2 Contract Data (data provided by the Employer).....	98 – 122
C1.3 Form of Performance Guarantee.....	123 – 126
C1.4 Form of Advance Payment Guarantee.....	127 – 130
C1.5 Occupational Health and Safety Agreement.....	131
C1.6 Protection of the Environment Declaration.....	132
C1.7 Insurance Broker’s Warranty	133
C1.8 Contract of Temporary Employment as Community Liaison Officer	134-135

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C1.2 Contract Data

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

General Conditions which form part of the **Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Works and for Building and Engineering Works Designed by the Contractor, First Edition 1999 (Yellow Book)** published by the International Federation of Consulting Engineers (FIDIC).

Copies of these Conditions of Contract (Yellow Book) may be obtained from the South African Institution of Civil Engineering (SAICE) (tel 011 805 5947) or Consulting Engineers South Africa (CESA) (tel 011 463 2022).

Copies of the Conditions of Contract (Yellow Book) are also available for inspection and scrutiny at the offices of the Employer.

The Annexes and Forms bound in the Conditions of Contract (Yellow Book) shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

The General Conditions make reference to the Appendix to Tender and Particular Conditions (contained in the Contract Data) which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.

The General Conditions shall be read in conjunction with the variations, amendments and additions set out in the Appendix to Tender and Particular Conditions below. Each item of data given below is cross-referenced to the Clause or Sub-Clause in the General Conditions to which it mainly applies.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the sequence as stated in sub-clause 1.5 as amended in the Particular Conditions.

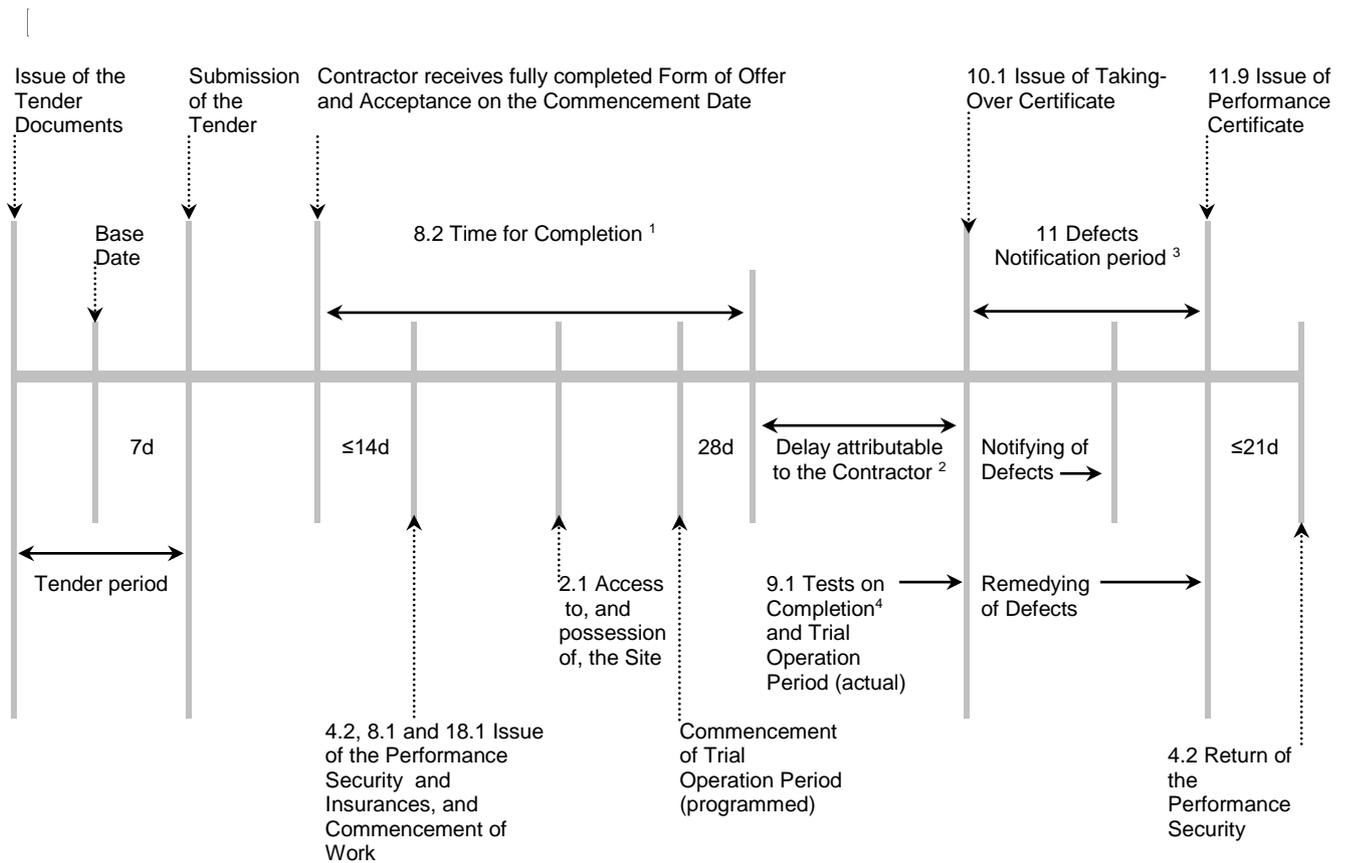
If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction

The Foreword to the Conditions of Contract (Yellow Book) concludes with the following:

"In order to clarify the sequence of Contract activities, reference may be made to the charts on the next two pages and to the Sub-Clauses listed below (some Sub-Clause numbers are also stated in the charts). The charts are illustrative and must not be taken into consideration in the interpretation of the Conditions of Contract.

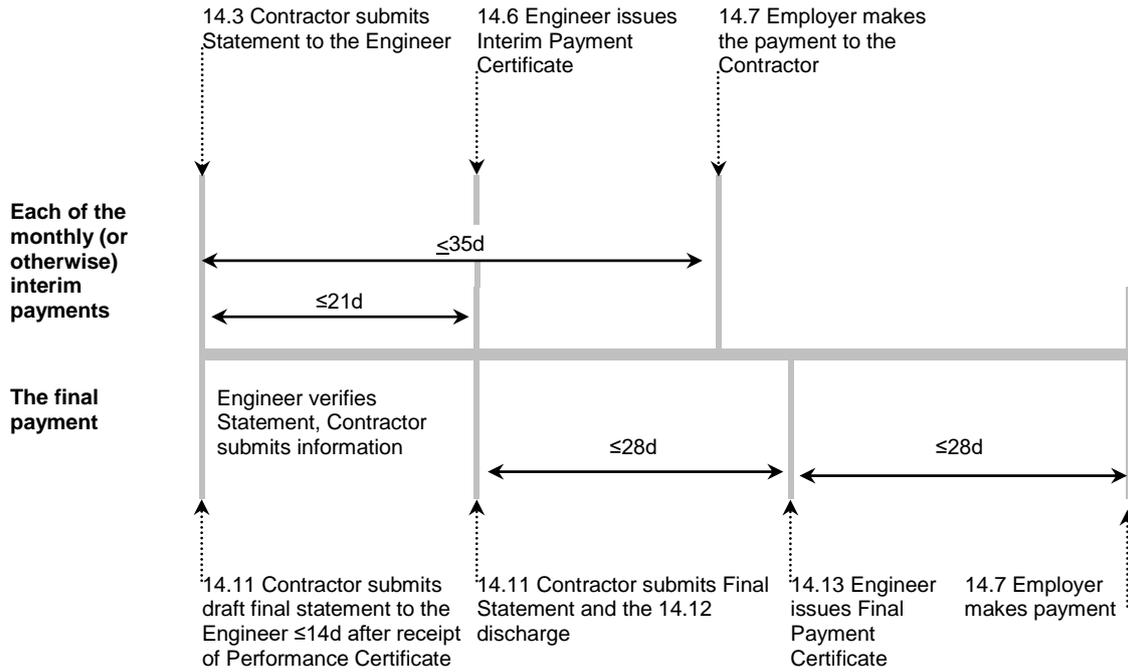
1.1.3.1	&	13.7	Base Date
1.1.3.2	&	8.1	Commencement Date
1.1.6.6	&	4.2	Performance Security
1.1.4.7	&	14.3	Interim Payment Certificate
1.1.3.3	&	8.2	Time for Completion (as extended under 8.4)
1.1.3.4	&	9.1	Tests on Completion
1.1.3.5	&	10.1	Taking-Over Certificate
1.1.3.6	&	12.1	Tests after Completion (if any)
1.1.3.7	&	11.1	Defects Notification Period (as extended under 11.3)
1.1..	&	11.9	Performance Certificate
1.1.4.4	&	14.13	Final Payment Certificate"

The charts referred to above are reproduced on the following two pages, amended and amplified where necessary to conform to the Particular Conditions for this Contract. The charts are illustrative and must not be taken into consideration in the interpretation of the Conditions of Contract.

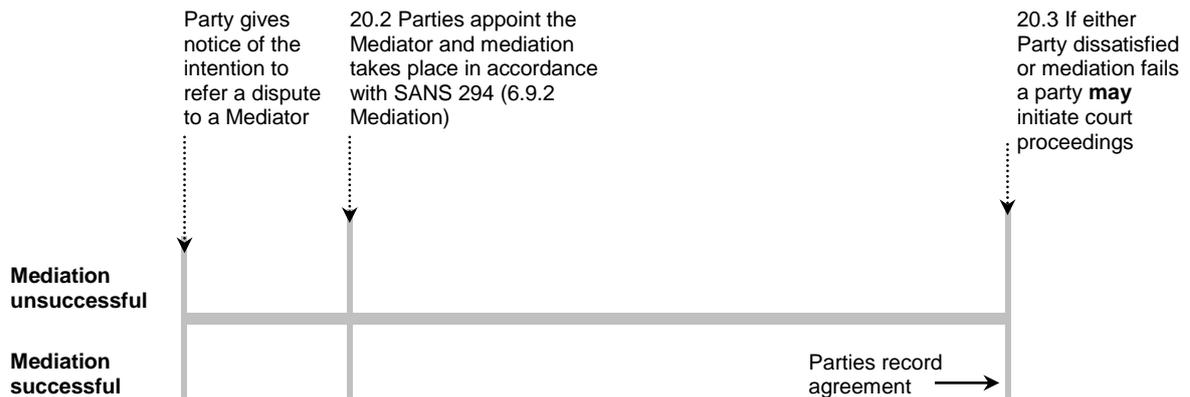


Typical sequence of Principal Events during Contracts for Plant and Design-Build (Modified to suit this Contract)

1. The Time for Completion is stated (in the Appendix to Tender) as a number of days, to which is added any extensions of time under Sub-Clause 8.4.
2. In order to indicate the sequence of events, the above diagram is based upon the example of the Contractor failing to comply with Sub-Clause 8.2.
3. The Defects Notification Period is stated (in the Appendix to Tender) as a number of days, to which is added any extensions under Sub-Clause 11.3.
4. Depending on the type of Works, Tests after Completion may also be required, if provided for in the Contract.



Typical Sequence of Payment Events Envisaged in Clause 14
(Modified to suit this Contract)



Typical Sequence of Dispute Events Envisaged in Clause 20
(Modified to suit this Contract)

APPENDIX TO TENDER

Part 1 : Contract Data completed by the Employer

Item	Sub-Clause	Entry
Employer's name and address	1.1.2.2 & 1.3(b)	CITY OF CAPE TOWN, represented by the Director: Electricity generation & distribution City of cape town Bloemhof Electricity Head Office Bloemhof Street Bellville 7530 and/or such other person or persons duly authorised thereto by the Employer in writing; the Employer is referred to in this Contract Document by the terms "Employer", "City of Cape Town" or "Council" as the context provides.
Engineer's name and address.....	1.1.2.4 & 1.3(b)	Mr Shakeel October Athlone Power Station Bhunga Avenue Langa 7455
Time for Completion of the Works	1.1.3.3 & 8.2	730 calendar days
Defects Notification Period	1.1.3.7	365 calendar days
Electronic transmission systems	1.3(a)	e-mail
Governing Law.....	1.4.....	Republic of South Africa
Ruling language.....	1.4.....	English
Language for communications	1.4.....	English
Time for access to, and possession of, the Site	2.1*	90 calendar Days from the Commencement Date

APPENDIX TO TENDER (CONTD)

Item	Sub-Clause	Entry
Amount of Performance Security...	4.2.....	[5 %] of the Accepted Contract Amount
Period for notifying unforeseeable errors, faults and defects in the Employer's Requirements.....	5.1.....	Within 21 days
Normal working hours.....	6.5.....	Between [08h00 and 16h00 week days]
Delay penalties for the Works	8.7* & 14.15(b)	[R10 000 per day, Delays will be calculated from the baseline programme.]
Maximum amount of Delay penalties	8.7.....	[Up to 5% of the contract price]
Adjustments for Changes in Cost ...	13.8.....	This Contract shall be subject to Contract Price Adjustment in strict accordance with Sub-Clause 13.8 of the Particular Conditions. Variations in Rates of Exchange shall be for the Employer's account in accordance with Sub-Clause 13.8 of the Particular Conditions.

APPENDIX TO TENDER (CONTD)

Item	Sub-Clause	Entry
Total advance payment.....	14.2.....	0 % deposit
Percentage of retention	14.3(c)*	5% reducing to 2.5% upon the issue of a Taking-Over Certificate.
Limit of Retention Money.....	14.3(c)*	No limit
Plant and Materials Intended for the Works	14.5(b)	No payment for plant and materials upon shipment
Plant and materials for payment when delivered to the Site	14.5(c)	All plant and materials delivered to site will be subject to payment in terms of this clause
Minimum amount of Interim Payment Certificates.....	14.6.....	No minimum
Currency/currencies of payment.....	14.15.....	South African Rand, as named in that section of the Form of Offer and Acceptance called "Offer"
Periods for submission of insurance:		
(a) evidence of insurance	18.1*	14 days
(b) relevant policies	18.1.....	14 days
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	R50'000
Minimum amount of third party insurance	18.3.....	R20 000 000,00
The DAB shall be.....	20.2.....	One sole Member / adjudicator
Appointment (if not agreed) to be made by....	20.3	President of the South African Institution of Mechanical Engineers
Amicable Settlement will be conducted as....	20.5	Mediation
Appointment (if not agreed) to be made by....	20.5.....	President of the South African Institution of Mechanical Engineers
Litigation will be conducted in.....	20.6*	Applicable Court of Jurisdiction in Cape Town

* See Particular Conditions

APPENDIX TO TENDER (CONTD)

Part 2 : Contract Data completed by the Contractor

Item	Sub-Clause	Entry
Contractor's name and address.....	1.1.2.3 & 1.3(b)	<hr/> <hr/> <hr/>
Contractor's Representative's name.....	4.3.....	<hr/>

The Tenderer shall complete the above Part 2 of the Appendix to Tender.

SIGNED ON BEHALF OF TENDERER.....

PARTICULAR CONDITIONS

The Particular Conditions are:

1 General Provisions

Sub-Clause 1.1 Definitions

1.1.1 The Contract

1.1.1.1 is deleted and replaced by:

“Contract” means the Form of Offer and Acceptance, Contract Data, these General Conditions, the Employer’s Requirements, the Drawings, the Schedules, and the further documents (if any) which are listed in the Form of Offer and Acceptance, and further includes drawings and documents or parts thereof which any of the aforesaid documents incorporate by reference.

1.1.1.2 is deleted and replaced by:

“Contract Agreement” means the document called “Form of Offer and Acceptance”.

1.1.1.3 is deleted and replaced by:

“Letter of Acceptance” means that section of the Form of Offer and Acceptance called “Acceptance”.

1.1.1.4 is deleted and replaced by:

“Letter of Tender” means that section of the Form of Offer and Acceptance called “Offer”.

1.1.1.5 is deleted and replaced by:

“Employer’s Requirements” means the document titled “Part C3: Scope of Work”, as included in the Contract, and any additions and modifications to such document in accordance with the Contract. Such document specifies the purpose, scope, and/or design and/or other technical criteria, for the Works, and includes the Specifications.

1.1.1.6 is deleted and replaced by:

“Schedules” means the document(s) entitled schedules, completed by the Contractor and submitted with his tender offer, as included in the Contract. Such document(s) shall include the Returnable Schedules and the Schedules of Quantities, and may include data, lists and schedules of rates and/or prices.

1.1.1.7 is deleted and replaced by:

“Contractor’s Proposal” means the information which the Contractor submitted with the Form of Offer and Acceptance, as included in the Contract. Such information shall include the information listed in Schedule 18 in Part T2.2 Returnable Schedules and may also include the Contractor’s preliminary design.

1.1.1.8 is deleted and replaced by:

“Tender” means that section of the Form of Offer and Acceptance called “Offer” and all other documents which the Contractor submitted as Returnable Documents, as included in the Contract.

1.1.1.9 is deleted and replaced by:

“Appendix to Tender” means the completed section entitled appendix to tender included in the Contract Data.

Add the following Sub-Clause after Sub-Clause 1.1.1.10:

1.1.1.11

“Returnable Schedules” means the Schedules contained in Part T2.2 in the Tender Data and Part C2.1 in the Pricing Data, and **“Schedules of Quantities”** means the document entitled schedules of quantities contained in Part C2.2 in the Pricing Data.

1.1.2 Parties and Persons

1.1.2.3 is deleted and replaced by:

"Contractor" means the person(s) named as Contractor in that section of the Form of Offer called "Offer" accepted by the Employer and the legal successors in title to this person(s).

1.1.2.9 is deleted and replaced by:

"Mediator" means the person appointed under Sub-Clause 20.2 [*Mediation*] in the Contract Data.

1.1.3 Dates, Tests, Periods and Completion

1.1.3.1 is deleted and replaced by:

"Base Date" means the date 7 days prior to the closing date for the submission of the Tender.

1.1.3.2 is deleted and replaced by:

"Commencement Date" means the date the Contractor receives one fully completed original copy of the document

1.1.4 Money and Payments

1.1.4.1 is deleted and replaced by:

"Accepted Contract Amount" means the amount accepted in that section of the Form of Offer and Acceptance called "Acceptance" for the execution and completion of the Works and the remedying of any defects.

1.1.4.6 is deleted and replaced by:

"Foreign Currency" means a currency in which part (if any) of the Contract Price is payable, but not the Local Currency.

Add the following Sub-Clause after Sub-Clause 1.1.4.12:

1.1.4.13 **"Contract Price Adjustment"** means the adjustment to be included in the Contract Price for fluctuations in the Cost of Plant and Materials, Site Installation, General Items (comprising General Requirements and Conditions, Health and Safety, Environmental Management, Sundries, etc.), and Variations in Rates of Exchange, Customs Surcharge and Customs Duty, all as provided for in Sub-Clause 13.8 [*Adjustments for Changes in Costs*] in the Contract Data.

1.1.4.14 **"Reasonable Profit"** means an amount not exceeding 10% of the Cost of any item or activity

1.1.5 Works and Goods

1.1.5.6 is deleted and replaced by:

"Section" means a part of the Works specified in the Appendix to Tender as a Section (if any), or a part of the Works specified as a Section during the course of the Contract by the Employer (such Section may be an item of Plant).

1.1.6 Other Definitions

Add the following Sub-Clause after Sub-Clause 1.1.6.9:

1.1.6.10 **"Letter of Notification"** means the letter of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderer's Form of Offer and no rights shall accrue.

1.1.6.11 **"Intellectual Property"** means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

Sub-Clause 1.5 Priority of Documents

Deleted and replaced by:

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) the Form of Offer and Acceptance,
- (b) the Appendix to Tender within the Contract Data,
- (c) the Particular Conditions within the Contract Data,
- (d) these General Conditions,
- (e) the Employer's Requirements,
- (f) the Drawings, and
- (g) the Schedules.

If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

Sub-Clause 1.6 Contract Agreement

Deleted and replaced by:

The Parties shall enter into a Contract Agreement after the Contractor is called upon to do so by the Employer. The Agreement shall be the fully completed Form of Offer and Acceptance contained in the Contract Document.

Sub-Clause 1.8 Care and Supply of Documents

Delete "six copies" in the second sentence of the first paragraph and replace with "three copies".

Sub-Clause 1.10 Employer's Use of Contractor's Documents

Deleted and replaced by:

Intellectual Property

The Contractor acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.

The Contractor hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.

The Contractor shall, and warrants that it shall:

- (a) not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
- (b) not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the Contractor produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
- (c) not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
- (d) comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the Contractor from time to time;
- (e) procure that its employees, directors, members and Contractors comply strictly with the provisions of clauses 1.10 (a) to 1.10 (c) above;

unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

The Contractor represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Contractor of any third party's Intellectual Property rights.

In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the Contractor and no copies thereof shall be retained by the Contractor unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

Sub-Clause 1.11 Contractor's Use of Employer's Documents

Deleted this Sub-Clause.

Sub-Clause 1.12 Confidential details

Insert the following after the first paragraph:

The Parties shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the other Party.

Sub-Clause 1.13 Compliance with Laws

Insert "deposits" after "taxes" in 1.13 b).

Add the following paragraph after 1.13 (b):

- (c) Where the Employer is required to apply to the Provincial Director of the Department of Labour for a construction work permit to perform the intended construction work. The employer will apply for the construction work permit as soon as possible after its Bid Adjudication Committee has awarded the contract, and the period that the Department of labour requires to issue the permit will run concurrently with the appeal period.

Sub-clause 1.14 General Provisions

The parties agree that this contract shall also be subject to the Employer's Supply Chain Management Policy that was applicable on the date the tender was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.

Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other rights and remedies available to it as described in the SCM Policy.

2 The Employer

Sub-Clause 2.1 Right of Access to the Site

Add the following after the first sentence of the first paragraph:

Access to, and possession of the Site shall not take place until the issuing, by the Provincial Director of the Department of Labour, of a construction work permit to perform the intended construction work in terms of Clause 1.13 [Compliance with Laws].

Add the following paragraph after 2.1 (b):

Should the issuing of a construction work permit delay the Engineer's instruction to commence executing the Works and this in turn causes a delay to Practical Completion by more than 60days, then the Contractor shall be entitled to make a claim in accordance with the contract. Should, however, the issuing of a construction work permit be delayed by the submission of a unacceptable draft Health and Safety Plan, in the opinion of either the Employer's Health and Safety Agent, or the Provincial Director of the Department of Labour, no claim for an extension of time will be entertained.

Sub-Clause 2.4 Employer's Financial Arrangements

Delete this Sub-Clause.

Sub-Clause 2.5 Employer's Claims

Insert "or by law" after "Contract" in the first sentence of the first paragraph.

3 The Engineer

Add the following at the end of the third paragraph:

If, in exercising any discretion, the result of such decision would be to utilise the contingency allowance, increase the contract value or granting of time for practical completion, the Engineer must obtain approval from the Employer that such funding or time is available and granted by the Employer to be awarded prior to finalising such a decision.

The requirements for the Engineer to obtain the approval of the Employer before exercising a specified authority are:

- (a) Clause 3.2: The delegation of duties to others
- (b) Clause 4.24: The issuing of instructions for dealing with fossils and the like.
- (c) Clause 6.5 (b): Giving consent for work to be carried out on days of rest or outside normal working hours.
- (d) Clause 8.6: The approval of a revised programme and supporting report in order to expedite progress.
- (e) Clause 8.8: Instruction to suspend the works
- (f) Clause 13.1: All actions in terms of this clause that would result in the utilisation of the contingency allowance, increasing the contract value or awarding any additional time.t
- (g) Clause 14.2: Agreeing to advance payment for deposits for items not listed in the Advance Payment Schedule.

Sub-Clause 3.4 Replacement of the Engineer

Deleted and replaced by:

The Employer shall have the right to replace the Engineer.

4 The Contractor

Sub-Clause 4.2 Performance Security

Delete the first sentence of the second paragraph and replace with:

The Contractor shall deliver the Performance Security to the Employer within 14 days from the Commencement Date.

Add the following at the end of the second paragraph:

The form of Performance Security shall contain the precise wording of the document included in Part C1.3 of the Contract Data: **Form of Performance Guarantee**, and it shall be issued by a financial institution approved by the Employer at the date when the guarantee is issued. The list of approved financial institutions current at the date of tender is attached to the **Form of Performance Guarantee**.

Sub-Clause 4.3 Contractor's Representative

Delete "prior to the Commencement Date" in the first sentence of the second paragraph and replace with "within 14 days from the Commencement Date".

Sub-Clause 4.4 Subcontractors

Delete "28 days' notice" in sub-paragraph (c) and replace with "14 days' notice".

Add the following clause:

- d) The Contractor shall supply the Employer with proof of all orders placed with sub-contractors upon request by the Engineer. Information is to be given on each sub-order sufficient to identify the material or equipment to which the sub-order relates and to notify the sub-contractor that the conditions of the Specification apply.

Sub-Clause 4.8 Safety Procedures

Add the following:

The Contractor's attention is also drawn to the Health and Safety Specification in the Employer's Requirements.

The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the Works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 promulgated thereunder.

An agreement is included in the Contract Document (Part C1.5 in Agreements and Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation

Commissioner (if not insured with a licenced compensation insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

Sub-Clause 4.10 Site Data

Add the following at the end of the first sentence:

"as contained in the Employer's Requirements, if applicable."

Sub-Clause 4.16 Transport of Goods

Delete "and" after sub-paragraph (b) and add the following to sub-paragraph(c):

In this regard the Contractor's attention is also drawn to Sub-Clause 18.2(f)(i) in the Particular Conditions; and

Add the following sub-paragraph:

(d) the Contractor shall provide all lifting facilities [unless specified otherwise in the Detailed Mechanical Specification in the Employer's Requirements].

Sub-Clause 4.17 Contractor's Equipment

Add the following:

The Contractor shall provide all necessary storage facilities on Site.

Sub-Clause 4.18 Protection of the Environment

Add the following:

The Contractor's attention is also drawn to the Environmental Management Specification in the Employer's Requirements.

Sub-Clause 4.21 Progress Reports

Delete " in six copies" in the first sentence and replace with "electronically and one hard copy".

Sub-Clause 4.22 Security of the Site

Add the following sub-paragraph:

- (c) The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing, watching and other appropriate security measures when and where necessary or required by the Engineer or by any competent statutory or other authority for the protection and security of the Works and the Contractor's Equipment, or for the safety and convenience of the public and for the protection of life and property.

Sub-Clause 4.23 Contractor's Operations on Site

Add the following:

The Contractor shall protect and cover up all works as may be required and take all other precautions necessary to avoid causing damage or soiling of new and existing plant, equipment, buildings and structures. This shall inter alia apply when activities such as abrasive blasting, painting, welding, grinding, sealing, lagging and so forth, must be performed on the Site. The Contractor shall, on completion, remove all covers and shall at his cost rectify all soiling and damage to finishes to the satisfaction of the Engineer.

6 Staff and Labour

Sub-Clause 6.10 Records of Contractor's Personnel and Equipment

Add the following:

The Contractor shall also submit the monthly returns as described in the Scope of Work, Part C3.5 Management, Clause 8.

8 Commencement, Delays and Suspension

Sub-Clause 8.1 Commencement of Work

Add the following at the end of the first paragraph:

Where the Contract Sum exceeds one hundred and thirty million Rand (R130 000 000), and a construction work permit from the Provincial Director of the Department of Labour is required, commencement of the Works shall not be deemed to take place until such construction work permit has been issued by the Provincial Director in terms of Clause 1.13 [Compliance with Laws].

Delete the first paragraph.

Delete the words "the design and execution of the Works as soon as is reasonably practicable after" in the second paragraph and replace with "executing the Works within 14 days from".

The Contractor will not be given access to, and possession of the Site, until the following documentation has been submitted and approved by the Engineer:

- (a) Health and Safety Plan (refer to the Health and Safety Specification included in this tender specifications.)
- (b) Method Statements (refer to the Environmental Management Specification included in this tender specifications)
- (c) Employer's Goods in transit insurance

Sub-Clause 8.3 Programme

Delete the first sentence of the first paragraph and replace with:

The Contractor shall submit a detailed time programme to the Engineer within 14 days from the Commencement Date.

Add the following after the first paragraph:

The Contractor shall incorporate any programming restrictions that may be specified in Sub-Clause 2.1 in the Particular Conditions into the programme.

Sub-Clause 8.4 Extension of Time for Completion

Add the following after par (e):

Regarding sub-paragraph (c), no extension of the Time for Completion will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then exceptionally adverse climatic conditions shall be deemed to exist, and an extension of the Time for Completion shall be granted in accordance with the provisions of this Sub-Clause.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where adverse weather prevents or disrupts critical work.

January	2 days
February	2 days
March	2 days
April	2 days
May	2 days
June	4 days
July	4 days
August	4 days
September	4 days
October	2 days
November	2 days
December	2 days

Sub-Clause 8.7 Delay Damages

Wherever the phrase “Delay Damages” occur in the Contract it should be replaced with the phrase “Delay Penalties”.

Insert the following at the end of the second sentence in the first paragraph:

....or, in the event of termination by the Employer under Sub-Clause 15.2 [*Termination by Employer*], the actual date of termination.

Insert the following at the end of the second paragraph:

The Employer further has the right to deduct any other fines or penalties that become due under the Contract.

Sub-Clause 8.10 Payment for Plant and Materials in Event of Suspension

Replace sub-paragraph (b) with the following:

- (b) the Contractor has provided an advance payment guarantee in accordance with Sub-Clause 14.2 in the Particular Conditions.

9 Tests on Completion

Sub-Clause 9.1 Contractor’s Obligations

Delete “21 days” in the first sentence of the second paragraph and replace with “14 days”.

10 Employer’s Taking Over

Sub-Clause 10.1 Taking Over of the Works and Sections

Delete 28 days in the 3rd and final paragraph and replace with 14 days

11 Defects Liability

Sub Clause 11.3 Extension of Defects Notification Period

Delete the first paragraph and replace with:

The Employer shall be entitled subject to Sub-Clause 2.5 [*Employer's Claims*] to an extension of the relevant Defects Notification Period for the Works or a Section if and to the extent that the Works or Section (as the case may be, and after taking-over) cannot be used for the purposes for which they are intended by reason of a defect or damage. However, a Defects Notification Period shall not be extended by more than five years.

13 Variations and Adjustments

Sub-Clause 13.3 Variation Procedure

Delete "and the Schedule of Payments" in the last paragraph.

Sub-Clause 13.5 Provisional Sums

Add the following to the last paragraph:

The number of quotations shall be three (3). Quotations shall include full technical descriptions as well as a breakdown of prices.

Sub-Clause 13.7 Adjustments for Changes in Legislation

Add the following to the first paragraph:

Any increase or decrease in the amount of Value Added Tax inserted in the Schedules of Quantities due to a change in the percentage rates applicable shall be the subject of adjustment under this Sub-Clause.

Sub-Clause 13.8 Adjustments for Changes in Cost

Deleted and replaced by:

13.8.1 General

The Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of all other rises and falls in costs not covered by the provisions of this or other Clauses.

If provision has been made in the Appendix to Tender for prices to be subject to adjustment, such adjustments claimed by the Contractor shall be made in accordance with the Sub-Clauses referred to therein.

The following general provisions shall apply in all cases:

- (a) The Base Date shall be as defined in Sub-Clause 1.1.3.1 in the Particular Conditions.
- (b) Adjustments for changes in cost shall be calculated as if the Works are executed within the time for completion and no additional costs due to any work being executed outside the time for completion shall be payable unless the Engineer allows an extension of time in accordance with Sub-Clause 8.4 [*Extension of Time for Completion*] and Sub-Clause 8.4 in the Particular Conditions.
- (c) Claims for adjustments for changes in cost shall be supported by such documentary evidence that may be required by the Engineer. Failure to render this information may result in the rejection of claims for price adjustment.
- (d) The value of imported Plant and Materials shall be as defined in the sub-clause below.
- (e) No claims for adjustments for changes in cost will be accepted which are submitted later than 28 days after the date of issue of the Taking-Over Certificate.

13.8.2 Plant and Materials Manufactured in South Africa

13.8.2.1 Permissible Adjustments

Adjustment to the Contract Price for the design, manufacture, painting, testing, supply, delivery, offloading and storage of Plant and Materials manufactured in the Republic of South Africa, shall be allowed **only** for variations in the cost of labour and material based on the indices published by the Steel and Engineering Industries Federation of South Africa (SEIFSA) using the method described in Sub-Clause 13.8.2.1.2.

The following SEIFSA tables shall be regarded as relevant to Mechanical and Electrical Works in this Contract:

Table C3	Index of actual labour cost
Table G	Statistics SA - production price index, Mechanical and Electrical Engineering Materials, as applicable
Table E -	EX Merchant Steel Price Index, Hot Rolled Sheets
Table Q -	(A) Index of stainless steel flat products (excluding imports), Hot rolled steel
Table Q -	1 (A) Corrosion resisting steel 3CR12, Hot rolled plate
Table N	Ruling price of certain electrical cable manufacturing materials, Copper rod 7,90 mm

13.8.2.2 Method of Price Adjustment

Adjustment of the total values inserted in the Schedules of Quantities for the design, manufacture, painting, testing, supply, delivery, offloading and storage of Plant and Materials manufactured in the Republic of South Africa shall be based on the following:

(a) The estimated proportions (represented by the coefficients "b", "c", "d" and "e" in the formulae in sub-paragraph (b) below) of the total values shall be adjusted on the basis of the increase or decrease between the indices in the relevant tables at the Base Date and these indices at a date 42 days prior to the valuation date, for each month in which the Plant and Materials are contractually delivered to Site, by multiplying the monthly values certified by the relevant Adjustment Factor in the formulae in sub-paragraph (b) below.

(b) the applicable formulae are:

Mechanical Plant and Materials

$$A = a + b \frac{L_n}{L_o} + c \frac{M_n}{M_o} + d \frac{S_n}{S_o} + e \frac{SS_n}{SS_o} - 1$$

where	A	=	Adjustment Factor rounded off to the sixth decimal place
	a	=	0.10 Fixed coefficient (non-adjustable portion)
	b	=	0.15)
	c	=	0.35) Coefficients (sum of these coefficients shall be 0,90)
	d	=	0.25)
	e	=	0.15)
	L _n	=	Current labour index in Table C3
	L _o	=	Base labour index in Table C3
	M _n	=	Current mechanical engineering materials index in Table G
	M _o	=	Base mechanical engineering materials index in Table G
	S _n	=	Current steel price index in Table E-EX
	S _o	=	Base steel price index in Table E-EX
	SS _n	=	Current stainless steel index type 316 in Table Q-(A)
	SS _o	=	Base stainless steel index type 316 in Table Q-(A)

“Current” indices are those applicable 42 days prior to date of claim, as stated in sub-paragraph (a) above

“Base” indices are those applicable at Base Date, as stated in sub-paragraph (a) above

Electrical Plant and Materials

$$A = a + b \frac{L_n}{L_o} + c \frac{E_n}{E_o} + d \frac{CR_n}{CR_o} + e \frac{C_n}{C_o} - 1$$

where	A	=	Adjustment Factor rounded off to the sixth decimal place
	a	=	0.10 Fixed coefficient (non-adjustable portion)
	b	=	0.10)
	c	=	0.30) Coefficients (sum of these coefficients shall be 0,90)
	d	=	0.20)
	e	=	0.30)
	L _n	=	Current labour index in Table C3
	L _o	=	Base labour index in Table C3
	E _n	=	Current electrical engineering materials index in Table G
	E _o	=	Base electrical engineering materials index in Table G
	CR _n	=	Current 3CR12 steel index in Table Q -1 (A)
	CR _o	=	Base 3CR12 steel index in Table Q -1 (A)
	C _n	=	Current copper rod index in Table N
	C _o	=	Base copper rod index in Table N

“Current” indices are those applicable 42 days prior to date of claim, as stated in sub-paragraph (a) above

“Base” indices are those applicable at Base Date, as stated in sub-paragraph (a) above

- (c) The value of any Plant and Materials imported from outside South Africa inserted on the schedule titled “**Price Basis for Imported Plant and Material**” and subject to Sub-Clause 13.8.2.2(a) shall be deducted from the total values to be adjusted by the SEIFSA Index adjustment. Any Plant and Materials not inserted in Schedule 20 shall be deemed to be manufactured in South Africa for the purposes of Contract Price Adjustment.]

13.8.3 Plant and Materials Imported from Outside South Africa

13.8.3.1 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is required, 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 **Employer’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)).

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13.8.3.1.1 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 Schedules of Quantities for the relevant items.
- (d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Contractor 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 Contractor (or 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 Contractor (or supplier or sub-contractor) so obtains forward cover, the Contractor shall immediately notify the Employer of the rate obtained and furnish the Employer 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 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. Failure to provide such evidence shall result in no such recalculation shall be considered by the Employer.
- (h) The adjustments shall be calculated upon the value in foreign currency in the Contractor's (or supplier's or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of the schedule titled "**Price Basis for Imported Resources**", then the value in column (A) shall be used.

13.8.3.1.2 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 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 Contractor shall advise the Employer's Agent of any changes which occur.

13.8.3.1.3 Adjustment for variation in labour and material Costs

If the prices for imported Plant and Materials are not fixed, the Contractor 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.

13.8.2.3 **Site Installation and General Items**

For the purpose of this Sub-Clause, General Items (defined below) are included with Site Installation for the sake of convenience, and which otherwise have no relationship with each other.

General Items shall comprise General Requirements and Conditions, Health and Safety, Environmental Management, Sundries, and any other items so described or implied in the Schedules of Quantities to be adjusted under this Sub-Clause.

Adjustment of the total values inserted in the Schedules of Quantities for Site Installation and General Items, shall be based on the following:

- (a) No Contract Price Adjustment shall be applied to the total values in respect of providing the Performance Security (Demand Guarantee under URDG 758) and Insurances.
- (b) The estimated proportion (represented by the 0.90 coefficient in the formula in sub-paragraph (c) below) of the total values shall be adjusted on the basis of the increase or decrease between SEIFSA **Table C3(A)** Index of actual labour cost (field force) where subsistence allowance is paid, at the Base Date and this index at the valuation date, for each month in which the work is contractually executed, by multiplying the monthly values certified by the Adjustment Factor in the formula in sub-paragraph (c) below.
- (c) the applicable formula is:

Site Installation and General Items

$$A = 0.10 + 0.90 \frac{L_n}{L_o} - 1$$

where

A	=	Adjustment Factor rounded off to the sixth decimal place
0.10	=	Fixed coefficient (non-adjustable portion)
0.90	=	Coefficient
L _n	=	Current labour index in Table C3(A)
L _o	=	Base labour index in Table C3(A)

“Current” index is that applicable at the valuation date, as stated in sub-paragraph (b) above

“Base” index is that applicable at Base Date, as stated in sub-paragraph (b) above

14 Contract Price and Payment

Sub-Clause 14.1 The Contract Price

Delete sub-paragraph (d) and replace with:

- (d) Price data in any Schedule, will be used for calculating the value of completed works for the purpose of interim payments or for determining the value of changes, omissions and additions for variation instructions when in the opinion of the Engineer such prices are applicable.

Add the following at the end of the Sub-clause:

- (e) Except as otherwise stated in the Contract all parts of the Works are to be measured and the value agreed or determined, in accordance with Sub-Clause 3.5. Measurement shall be made of the net actual quantities of those parts, notwithstanding local practice.

Whenever the Engineer requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:

- (i) promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and
- (ii) supply any particulars requested by the Engineer.

If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate.

- (f) Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured by records, they shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend to examine and agree, these records shall be accepted as accurate.

If the Contractor examines and disagrees the records, and/or does not sign them as agreed, then the Contractor shall notify the Engineer of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Engineer shall review the records and either confirm or vary them. If the Contractor does not so notify the Engineer within 14 days after being requested to examine the records, they shall be accepted as accurate.

- (g) All measurements of quantity, length and mass for the purpose of payment shall be to the nearest standard unit for which rates are given in the Schedules of Quantities or have been agreed by the Engineer and shall be taken from the actual work on Site.
- (h) Surplus or waste material will not be taken over or paid for by the Employer except where at the time when it was reasonable for the material to be provided or manufacture to be put in hand it was not possible to determine the quantity of material required. The route lengths determined by the Contractor in accordance with the specification shall be used for the purposes of manufacture in place of the estimated route lengths and any surplus after completion arising therefrom will not be taken over or paid for by the Employer unless the Employer so decides.

Sub-Clause 14.2 Advance Payment

Deleted and replaced by:

Subject to sub-paragraphs (a) and (e) of Sub-Clause 14.3 in the Particular Conditions, and the Advance Payment Schedule, the Employer shall make an advance payment for Plant and Materials stored at places other than the Site, or in respect of which a deposit with order is required, only once the Contractor has submitted an advance payment guarantee in accordance with this Sub-Clause, the authenticity of which has been verified by the City's Treasury Department.

Unless and until the Employer receives this guarantee, the following paragraphs shall not apply.

The Engineer shall issue an Interim Payment Certificate for, or including, advance payment after receiving a Statement under Sub-Clause 14.3 [*Application for Interim Payment Certificates*] and after the Employer has received a guarantee in an amount equal to the advance payment requested. This guarantee shall be issued by a financial institution approved by the Employer, as listed in the Annexure in Part C1.3 of the Contract Data, and shall be in the form of and shall contain the precise wording of the document included in Part C1.4: **Form of Advance Payment Guarantee** and shall come into force, be administered and expire in terms thereof.

The Employer shall return the guarantee to the Contractor within 14 days after the expiry date.

The provision of the Advanced Payment Guarantee shall be at the Contractor's cost.

The term "deposit" or "deposit with order" used in the context of this Sub-Clause and elsewhere by reference to this Sub-Clause, means a sum payable by the Contractor to a manufacturer/supplier prior to the manufacture of an item of Plant or Material, required at the time of placing an order, the balance of the value of the item being payable later.

Sub-Clause 14.3 Application for Interim Payment Certificates

Delete "in six copies" in the first line of the first paragraph.

Sub-Clause 14.5 Plant and Materials intended for the Works

Add to (c)(ii):

or are ready to be delivered to site and the Engineer has instructed the Contractor to store the Plant and Materials until the site can accommodate their delivery, and are properly stored at the Contractor's or the sub-Contractor's Works, are protected against loss, damage or deterioration, and appear to be in accordance with the Contract and for which an advance payment guarantee has been provided in accordance with Sub-Clause 14.2 in the Particular Conditions. The advance payment guarantee shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration.

Sub-Clause 14.6 Issue of Interim Payment Certificates

Delete “within 28 days” in the second sentence of the first paragraph and replace with “within 21 days”.

Sub-Clause 14.7 Payment

Delete sub-paragraphs (a) to (c) and replace with:

- (a) the amount certified in each Interim Payment Certificate within 35 days after the Engineer receives the Statement and supporting documents; and
- (b) the amount certified in the Final Payment Certificate within 28 days after the Employer receives this Payment Certificate.

Add the following paragraph:

Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of a payment certificate until the Contractor has complied with his obligations to submit the monthly returns in terms of Sub-Clause 6.10 in the Particular Conditions and as described in the Employer’s Requirements.

The Contractor may submit a fully motivated application regarding more frequent payment to the Engineer to be submitted 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.

Sub-Clause 14.9 Payment of Retention Money

Delete the last paragraph and replace with:

The relevant contract value for each Section shall be determined by the Engineer, based on the Schedules of Quantities and any variations and adjustments thereto.

Sub-Clause 14.10 Statement at Completion

Delete “Within 84 days” in the first paragraph and replace with “Within 28 days,”.

Delete “six copies of” in the first paragraph.

Sub-Clause 14.11 Application for Final Payment Certificate

Delete “Within 56 days” in the first paragraph and replace with “Within 14 days”.

Delete “six copies of” in the first paragraph.

Add the following new Sub-Clause after Sub-Clause 14.5:

Sub-Clause 14.16 Tax Invoices

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

The Contractor shall provide a tax invoice (VAT invoice) which shall be included with each Payment Certificate and a Final Payment Certificate delivered to the Employer by the Engineer in terms of Sub-Clause 14.6 [*Issue of Interim Payment Certificates*] and Sub-Clause 14.6 in the Particular Conditions, and Sub-Clause 14.13 [*Issue of Final Payment Certificate*], respectively. Failure by the Contractor to provide a tax invoice (VAT invoice) timeously may delay delivery of the payment certificate by the Engineer and no interest shall accrue.

Tax invoices may only be dated on or after the date of the relevant Payment Certificate as issued by the Engineer.

15 Termination by Employer

Add the following additional Sub-Clause after Sub-Clause (f)

- (g) who was a Sole Proprietor, or a sole member of a Close Corporation dies

Insert the following after paragraph three:

The Employer may terminate the contract if a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the Employer follows the processes as described in its SCM Policy.

The Employer, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate the contract if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

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

In addition to anything else contained in this contract, the Employer may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated in the case of the insolvency of the Contractor:

- (a) accept a contractor's proposal (via the trustee / liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- (b) terminate the contract, as the liquidator proposed contractor is deemed unacceptable to the employer, at any time by giving written notice to the contractor (via the trustee / liquidator).

16 Suspension and Termination by Contractor

Sub-Clause 16.1 Contractor's Entitlement to Suspend Work

Delete "Sub-Clause 2.4 [*Employer's Financial Arrangements*] or" in the first paragraph.

Sub-Clause 16.2 Termination by Contractor

Delete the content of sub-paragraph (a)

17 Risk and Responsibility

Sub-Clause 17.3 Employer's Risks

Add the following after sub-clause (h):

- (i) defects in the materials supplied by the Employer for incorporation in the Works,
- (j) the confiscation, commandeering, nationalisation, requisition or destruction of or damage to property by an order of government, or any public or local authority, and
- (k) the amounts by which the replacement value of free issue materials exceeds the values as specified in the tender document by the Employer.

18 Insurance

Sub-Clause 18.1 General Requirements for Insurances

Add the following at the end of the first paragraph:

Save as otherwise provided in the Contract, nothing herein contained shall oblige the Insuring Party to effect any insurance which is not generally obtainable from a registered insurer in South Africa.

Add the following at the end of the second last paragraph:

The Insuring Party shall be liable for the payment of all deductibles.

Add the following at the end of Sub-Clause (a) before the comma:

"or an insurance broker's warranty worded precisely as given in Part C1.7 Insurance Broker's Warranty".

Sub-Clause 18.2 Insurance for Works and Contractor's Equipment

Add the following at the end of the first paragraph:

In addition to and in terms of the same conditions as the rest of this clause, the Insuring Party shall further provide special risks / supplementary issued by the South African Special Risks Insurance Association (SASRIA) in respect of civil commotion, riot and strike in the same value as the works insurance.

Delete "Sub-Clause 14.5 [(e) (i) and (ii)].

Sub-clause 18.3 Insurance against Injury to Persons and Damage to Property

Add the following at the end of the first paragraph:

In addition to and in terms of the same conditions as the rest of this clause, the Insuring Party shall provide Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.

Sub-Clause 18.4 Insurance of Contractor's Personnel

Add the following at the end of the first paragraph:

This insurance shall be in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

20 Claims, Disputes and Arbitration

Sub-Clause 20.5 Amicable Settlement

Add the following after the first paragraph:

Any amicable settlement conducted in terms of this clause will be done by mediation in accordance with rules determined by the mediator. Where the parties fail to agree on a mediator, the mediator shall be appointed by the entity or official named in the Appendix to Tender.

Mediation shall be conducted without legal representation with the costs being borne equally by the parties.

The parties shall record any agreement reached in writing and thereafter they shall be bound by such agreement.

The mediator shall be authorized to end the mediation process whenever, in his opinion, further efforts at mediation would not contribute to a resolution of the dispute between the parties.

If the mediation fails, then either party may require that the dispute be settled by litigation.

Delete all references to "Arbitration" in the conditions and replace it with "Litigation"

Delete Sub-Clause 20.6 and replace with the following:

Sub-Clause 20.6 Litigation

Any unresolved dispute shall be finally determined by court proceedings in the Court as stated in the Appendix to Tender.

ADVANCE PAYMENT SCHEDULE: NOT APPLICABLE TO THIS TENDER

This Advance Payment Schedule is to be read in conjunction with Sub-Clauses 14.2 and 14.3 (sub-paragraphs (a) and (e)) in the Particular Conditions. The purpose of this schedule is to itemise specific Plant and Materials not yet brought on to the Site for building into the Permanent Works and for which the Employer is prepared to make advance payments to the Contractor, subject to the conditions below.

The items of Plant and Materials which have been identified by the Employer as being suitable for advance payment in terms of the Contract are listed in the table below. Should an item or items be added to the list at tender stage by a tenderer, such item(s) will not be binding on the Employer.

Plant and Materials which have been manufactured and are stored at places other than the Site:

Plant and Materials yet to be manufactured and for which a deposit with order is required from the Contractor by a manufacturer/supplier, and which may be stored at places other than the Site after manufacture:

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Conditions:

- 1) The Contractor can only rely on advance payment being permitted by the Employer in respect of the Plant and Materials listed in the table above, and in respect of condition 5) below. The Employer may, however, permit advance payment for other Plant and Materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Contractor.
- 2) Advance payment for the purposes of deposits will only be provided up to a limit of 0% of the value of any one item being claimed.
- 3) The Contractor shall provide the Employer with documentary evidence of the terms and conditions for which a deposit with order is required by a manufacturer/supplier, together with the advance payment guarantee.
- 4) The Contractor will also be permitted to obtain advance payment for the balance of the value of the Plant and Materials in respect of which he has paid a deposit, for an item which after manufacture is stored at a place other than the Site. The Contractor shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the Employer upon request, for the whole value of the item.
- 5) In the event of suspension in terms of Sub-Clause 8.10 in the General and Particular Conditions, as referred to in sub-paragraph (a) in Sub-Clause 14.3 in the Particular Conditions, the Employer shall also permit advance payment for Plant and Materials which have not been delivered to Site, subject also to the terms of Sub-Clause 14.2 in the Particular Conditions.

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 66Q/2022/23

EXHAUST STACKS REFURBISHMENT, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBBAAI GAS TURBINES EXHAUST

C1.3 Form of Performance Guarantee

PERFORMANCE GUARANTEE

For use with the Conditions of Contract as described in C1.2: Contract Data Part 1: Contract Data provided by the Employer.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: The City of Cape Town, [Energy: Electricity Generation and Distribution.]

"Contractor" means:

"Engineer" means:

"Works" means: 66Q/2022/23: Exhaust Stacks Refurbishment, Corrosion Protection of the Steel Structure, Replacement of the Thermal and Acoustic Insulation Material for Roggebbaai Gas Turbines Exhaust Stacks

"Site" means: The site as defined in the Contract Data.

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R.....

Amount in words:

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

Amount in words:

"Expiry Date" means: The date of issue by the Engineer of the Performance Certificate.

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Performance Certificate as defined in the Contract.

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 Performance Guarantee and up to and including the Expiry Date or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Performance Certificate has been issued.

3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the 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 Performance Guarantee 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 Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the 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 Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer 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.
- 9.9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee 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 Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, whereafter no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Performance Guarantee, 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 Performance Guarantee 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)

[

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ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 18 October 2016) approved for issue of contract guarantees to the City:

National Banks:

ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Credit Agricole Corporate and Investment Bank
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

ABSA Insurance
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Infiniti Insurance Limited
Lombard Insurance
New National Assurance Co.
Regent Insurance Co.
Renasia Insurance Company Ltd.
Santam Limited
Zurich Insurance Co.

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 66Q/2022/23

EXHAUST STACKS REFURBISHMENT, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBBAAI GAS TURBINES EXHAUST

C1.4 Form of Advance Payment Guarantee(Not Applicable to this tender)

ADVANCE PAYMENT GUARANTEE

For use with the the Conditions of Contract as described in C1.2: Contract Data Part 1: Contract Data provided by the Employer

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: The City of Cape Town, Energy: Electricity Generation and Distribution

"Contractor" means:

"Engineer" means:

"Works" means: 66Q/2022/23: Exhaust Stacks Refurbishment, Corrosion Protection of the Steel Structure, Replacement of the Thermal and Acoustic Insulation Material for Roggebbaai Gas Turbines Exhaust Stacks "Site" means: The site as defined in the Contract Data.

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Plant and Materials" means: The Plant and Materials stored at places other than the Site, or in respect of which an advance payment prior to manufacture is required, which the Employer has agreed may be subject to advance payment, such Plant and Materials being listed in the Schedule of Plant and Materials.

"Schedule of Plant and Materials" means: A list of Plant and Materials which shows the value thereof to be included in the Guaranteed Advance Payment Sum.

"Guaranteed Advance Payment Sum" means: The maximum aggregate amount of R.....

Amount in words:

"Expiry Date" means: The date of the payment certificate wherein the Plant and Materials have been certified by the Engineer as having been built into the Permanent Works.

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates and Final Payment Certificate.

ADVANCE PAYMENT GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the Expiry Date or the date of payment in full of the Guaranteed Advanced Payment Sum, whichever occurs first.

3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Advance Payment Guarantee to the 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 Advance Payment Guarantee 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 Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Advance Payment Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Advance Payment Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Advance Payment 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. 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.
8. 8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
9. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
10. This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, whereafter no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
11. This Advance Payment Guarantee, 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.

12. Where this Advance Payment Guarantee 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)

Schedule of Plant and Materials (Not used for this tender)

For use with Advance Payment Guarantees on contracts using the General Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Works and for Building and Engineering Works Designed by the Contractor, First Edition, 1999 (Yellow Book) published by the International Federation of Consulting Engineers (FIDIC).

Employer The City of Cape Town, ELECTRICITY GENERATION AND DISTRIBUTION

Contractor

Works [66Q/2022/23: EXHAUST STACKS REFURBISHMENT, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBAAI GAS TURBINES EXHAUST STACKS]

Payment Certificate No.

Advance payment is requested in respect of the following items of Plant and Materials, which have been manufactured and are stored at places other than the Site, or in respect of which a deposit with order is required from the Contractor by a manufacturer/supplier:

Schedule of Quantities item no.	Description of Plant and Materials	Deposit with order required (Y/N)	Place of storage (or manufacture, if deposit with order is required)	Unit	Quantity	Unit price R c	Total Price R c	
Total Value of Plant and Materials to be included in Guaranteed Advance Payment Sum							R	

Signed at on theday of.....20.....

.....
for the Contractor

.....
As witness

.....
Approved by Engineer

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 66Q/2022/23

EXHAUST STACKS REFURBISHMENT, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBAAI GAS TURBINES EXHAUST

C1.5 Occupational Health and Safety Agreement

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

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

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

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed aton the.....day of.....20....

Witness

Mandatar

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

Witness

for and on behalf of
City of Cape Town

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 66Q/2022/23

EXHAUST STACKS REFURBISHMENT, CORROSION PROTECTION OF THE STEEL STRUCTURE,
REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBAAI GAS
TURBINES EXHAUST

C1.6 Protection of the Environment Declaration

PROTECTION OF THE ENVIRONMENT DECLARATION

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

CONTRACT NO.: 66Q/2022/23

CONTRACT TITLE: EXHAUST STACKS REFURBISHMENT, CORROSION PROTECTION OF THE STEEL
STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION
MATERIAL FOR ROGGEBAAI GAS TURBINES EXHAUST STACKS

I/ we,.....{Contractor} record as follows:

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

Signed Date.....
CONTRACTOR

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 66Q/2022/23

EXHAUST STACKS REFURBISHMENT, CORROSION PROTECTION OF THE STEEL STRUCTURE,
REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBBAAI GAS
TURBINES EXHAUST

C1.7 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8001

Dear Sir

CONTRACT NO.: 66Q/2022/23

CONTRACT TITLE: [EXHAUST STACKS REFURBISHMENT, CORROSION PROTECTION OF THE
STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC
INSULATION MATERIAL FOR ROGGEBBAAI GAS TURBINES EXHAUST STACKS]

NAME OF CONTRACTOR: _____

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: _____

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 66Q/2022/23

EXHAUST STACKS REFURBISHMENT, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBBAAI GAS TURBINES EXHAUST

C1.8 Contract of Temporary Employment as Community Liaison Officer (Not used for this Tender)

Construction Contract No.: 66Q/2022/23

PROJECT: EXHAUST STACKS REFURBISHMENT, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBBAAI GAS TURBINES EXHAUST STACKS

AGREEMENT made between the CONTRACTOR and the Community Liaison Officer....., hereafter referred to as the CLO, for the appointment and employment of a CLO for the duration of the work in respect of the above named construction contract.

1. THE PARTIES HAVE AGREED THAT

The CLO will be employed by the CONTRACTOR on a temporary basis for the duration of the work from the date of signing this agreement to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:

1. to keep the community informed on the progress of the project;
2. to keep the Contractor informed on relevant Community affairs and possible grievances;
3. to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
4. to assist the Contractor's supervisory staff in the management of the workers.

3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be R..... per working day. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

- 3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.
- 3.2 Maximum hours of work:
 - (i) 9¼ hours per day
 - (ii) 45 hours per week;
 - (iii) 5 days per week;
 - (iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
 - (v) A spread-over period of 12 hours.
- 3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.
- 3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.

If the site works later than 1 p.m., the CLO will be paid the full daily wage.

- 3.5 Workers and the CLO will not be permitted to work under conditions of:
- (i) undisciplined or unruly behaviour;
 - (ii) insubordination to Team Leader, Supervisors or Management;
 - (iii) abuse of intoxicating substances;
 - (iv) criminal actions by the employee;
 - (v) strike action or political stayaways.
- 3.6 Workers, including the CLO, may be dismissed after two official written warnings for the following behaviour:
- (i) undisciplined or unruly behaviour;
 - (ii) insubordination to Team Leader, Supervisors or Management;
 - (iii) abuse of intoxicating substances;
 - (iv) wilful or negligent damage to or loss of machines or equipment.
- The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.
- The Contractor shall inform the CLO within 24 hours of any warning issued to workers employed from the Job-Seekers Database.
- 3.7 The CLO will be paid on a Friday afternoon every two weeks, one week in arrears.
- 3.8 The CLO shall be given a statement with each payment on which is recorded:
- (i) the name of the Contractor;
 - (ii) the CLO's name;
 - (iii) the number of days worked by the CLO;
 - (iv) the rate per day;
 - (v) the details of any deductions made;
 - (vi) the actual amount paid to the CLO.
- 3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.
- 3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.
- 3.11 The Contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.
- 3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

4. TERMINATION OF AGREEMENT

- 4.1 If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

5. THE CONDITIONS OF THIS AGREEMENT

- 5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

6. THUS AGREED AND SIGNED BY THE PARTIES:

Contractor:

Community Liaison officer:

Date:

Part C2: Pricing Data

	Pages
C2.1 Pricing Assumptions	137 – 138

C2.1 Pricing Assumptions

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

1. The method of measurement published by the South African Bureau of Standards in clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SANS 1200 standardised specifications".
2. Descriptions in the Schedules of Quantities are abbreviated and comply generally with those in the Standardised Specifications. The applicable clause of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
3. The measurement and payment clauses in a specification in which further information regarding the scheduled items is given, are referenced under "Item" (pay items) in the Schedules of Quantities. The referenced clauses are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the digits which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200 G.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. The quantities set out in the Schedules of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Employer's Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
6. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. A price or rate should be entered against each item in the Schedules of Quantities, whether the quantities are stated or not. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.
8. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.
9. Items have been provided where any further items considered necessary by the Tenderer can be priced. The Tenderer must provide full details of what has been allowed for with his Tender under these items.

10. The units of measurement described in the Schedule of Quantities are metric units. Abbreviations which may be used in these Schedule of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt
Days	=	"Day" as defined in the Conditions of Contract			

11. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
12. The Tenderer is referred to C.2.24 in Part T1.2 Tender Data regarding the pricing of Deviations and/or Qualifications.
11. Clause C.2.13.11 c) in Part T1.2 Tender Data shall be applicable to the submission of Schedules of Quantities which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Schedule of Quantities.

If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Schedules of Quantities, then the printed Schedules of Quantities shall take these into account.

The pages of the issued Schedules of Quantities should not be removed from the tender document.

12. Tenderers are referred to Clause 8 Measurement and Payment in the Environmental Management (EM) Specification in Part C3.5 in the Scope of Work for the basic principles of measurement and pricing of the EM Specification.
13. All descriptions or clauses where trade names or proprietary products are specified, are deemed to include the phrase "or equal approved"
14. Tenderers are referred to Sub-Clause 13.8 in the Appendix to Tender in Part C1.2 Contract Data regarding contract price adjustment.
15. Design of the Works, Contractor's Documents (including "as built" drawings and Manual), and design for the manufacture of materials and equipment, must be priced and will be paid for as follows:
- An item is provided in the Schedules of Quantities (Schedule No. [1], General Requirements and Conditions) for Design of the Works and submission of Contractor's Documents – this item includes *inter alia* the Contractor's obligations under Clause 2 in Part C3.2 Engineering, up to Sub-Clause 2.3.
 - Items are provided in the Schedules of Quantities (Schedule No. [13], Sundries) for Providing "as built" drawings, and draft and final copies of the Installation, Operation and Maintenance Manuals – these items cover the Contractor's obligations under Clause 2 in Part C3.2 Engineering, Sub-Clauses 2.4 and 2.5.
 - Items of materials and equipment are provided in the Schedules of Quantities under headings containing the words "design, manufacture, painting, testing, supply, delivery, offloading and storage" – "design" in these items will usually only be paid upon supply of the materials and equipment, but may be paid for separately at the discretion of the Engineer.

Part C3: Scope of Work

	Pages
C3.1 Description of the Works	140-147
C3.2 Engineering	148
C3.3 Procurement	149-150
C3.4 Construction	151-169
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C3.6 Annexes (see Volume 3A)	174-180

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, particular specification or any drawings, the order of precedence, unless otherwise specified, is:

Drawings
Scope of Work (Parts C3.1, C3.4, C3.5 and C3.6)

Particular Specifications
SANS Standardised Specifications

C3.1 Description of the Works

CONTENTS

- 3.1.1 EMPLOYER'S OBJECTIVES
- 3.1.2 OVERVIEW OF THE WORKS
- 3.1.3 EXTENT OF THE WORKS
- 3.1.4 LOCATION OF THE WORKS

3.1.1 EMPLOYER'S OBJECTIVES

The employer's objective is to refurbish the corroded exhaust stacks and replace the thermal acoustic insulation materials for Roggebbaai Gas Turbines.

3.1.2 OVERVIEW OF THE WORKS

3.1.2.1 BACKGROUND

The Module "A" unit exhaust stack was removed to facilitate maintenance work to the electrical generator and main power turbine. The five modules are currently stored on the Roggebbaai site.

An initial examination of the stacks has revealed the following:

- 3.1.2.1.1 Signs of bowing and cracking on the external surfaces.
- 3.1.2.1.2 Deformation of the internal walls of the modules.
- 3.1.2.1.3 Loose and or missing inner wall retaining bolts and washers.
- 3.1.2.1.4 External surface corrosion

The works includes the exhaust stacks refurbishment, corrosion protection of the steel structure, replacement of the thermal and acoustic insulation material for Roggebbaai Gas Turbines exhaust stacks.

The works will strictly take place during Spring to Autumn months, over a period of 24 months. One module per year. The request to order materials necessary for the works during the winter period (July to September) may be agreed with the engineer on commencement of contract.

The Proposed Baseline Programme must be submitted with this tender for evaluation. The contractor will be required to execute the works over a period of 8 months. The programme shall be in working days and exclude weekends, overtime and Public Holidays.

Replacement of Thermal acoustic insulation material (Rockwool)



Removal of Bolts and Nuts on the exhaust stacks flanges; using scaffolding.



Removal of Exhaust stacks using a mobile crane and loading onto the heavy load vehicle





Hydraulic Platform used for the removal of bolts and nuts as well as tying up the Rescue Ropes and lifting equipment



3.1.3 EXTENT OF THE WORKS

The exhaust stacks refurbishment, corrosion protection of the steel structure, replacement of the thermal and acoustic insulation material for Roggebbaai Gas Turbines exhaust stacks shall include the following but not limited to:

- 3.1.3.1. Build the scaffolding platform around the exhaust stacks to gain access for loosening and tightening the flange bolts and nuts.
 - Please note that the building and dismantling of the scaffolding will be done 2 times per module, hence the quantity is 4 in the BoQ for both modules
 - The contractor will be required to build scaffolding all the way up for the loosening and removal of flange bolts and nuts.
 - He will then dismantle each level of the scaffolding when lifting the Exhaust stacks all the way to the bottom level.
 - When re-instating the exhaust stacks he will be required to re-build each level of the exhaust stacks while installing each stack.
 - Then dismantle the scaffoldings for the second time on works completion
 - A hydraulic platform may be needed to assist to remove the holding flange bolts before lifting the stacks
- 3.1.3.2. Lift OCGT exhaust stack sections into place using a 200Ton mobile crane
- 3.1.3.3. Secure the Exhaust sections in-situ.
- 3.1.3.4. Tension all stainless steel retaining rods and weld in position.
- 3.1.3.5. Reinstating corrosion protection. (Flange bolts and retaining rods.)
- 3.1.3.6. Steel Structure Corrosion repairs (including painting, fitting and turning and coded welding).
- 3.1.3.7. Remove old insulation and Replace acoustic insulation material (Rockwool)
- 3.1.3.8. Remove, inspect, repair and re-instate the 14 baffles per Module using a 50Ton mobile crane (insurance of employer's equipment while in transit to be included as per BoQ Schedule 1).
- 3.1.3.9. Non-destructive examination tests shall be carried out on all five modules and all cracks shall be repaired.
- 3.1.3.10. The baffle support bracket bolts and nuts shall be replaced with 316 stainless steel bolts and nuts.
- 3.1.3.11. The 18 stainless steel retaining rods shall be removed along with the twelve 100mm x 12mm mild steel backing plates. The backing plates shall be replaced with new, hot dip galvanised, mild steel plates to the exact same dimensions of the existing.
- 3.1.3.12. With the baffles removed, the inner walls shall be inspected for deformation of the internal wall perforated plate.
- 3.1.3.13. All missing square plate washers shall be replaced with 3CR12 washers to match the existing.
- 3.1.3.14. All loose square plate washers and bolts shall be secured.
- 3.1.3.15. All inner wall splice plate shall be inspected and repaired to ensure a proper fit
- 3.1.3.16. Installation of sampling ports (Three sampling ports shall be installed in one of the modules. The Engineer shall identify the location of the sampling ports).
- 3.1.3.17. The sampling ports shall be installed utilising free issue material
- 3.1.3.18. The inner walls must be removed and clearance holes cut so that the stainless steel pipes can be fitted and welded into the outside wall.
- 3.1.3.19. **CLEANING AND PAINTING**
- 3.1.3.20. All external surfaces (new and existing material) shall be painted.
- 3.1.3.21. All corroded surfaces. 200 micron DFM.
- 3.1.3.22. Top coat. Aluminium HR. 25 micron DFM per coat.
- 3.1.3.23. All external surfaces shall be wire brushed and all cracked and flaking paint removed.

3.1.3.24. All surfaces shall be thoroughly degreased utilising an approved degreaser and shall be rinsed with clean water. The surfaces shall be hand washed using Scotchbright pads to ensure that a water break-free surface is obtained.

3.1.3.25. No sandblasting may be done on site and alternative methods of surface preparation must be used.

3.1.3.26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL PLANT, EQUIPMENT AND SPECIAL TOOLING REQUIRED FOR THE SUCCESSFUL COMPLETION OF ALL SPECIFIED WORK

This will include:

3.1.3.27. Mobile Crane (Minimum recommended crane capacity 200 Ton.)

3.1.3.28. Heavy load vehicle

3.1.3.29. Scaffolding or Hydraulic Platform

3.1.3.30. Scaffolding Installation (Including all transport, labour and equipment.)

3.1.3.31. Scaffolding Dismantling (Including all transport, labour and equipment.)

3.1.3.32. Scaffolding Monthly Inspection (Including Transport, labour and Certification)

3.1.3.33. Lifting equipment

3.1.3.34. Special tooling

3.1.3.35. All hand tools and workshop equipment required.

3.1.3.36. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL MATERIAL REQUIRED FOR THE SUCCESSFUL COMPLETION OF ALL SPECIFIED WORK

THIS WILL INCLUDE:

3.1.3.37. Bolt (22x100 Gr8.8)

3.1.3.38. Bolt (16 x 50 set screw stainless)

3.1.3.39. Washer Flat (22mm Galvanised)

3.1.3.40. Washer Flat (16mm Stainless)

3.1.3.41. Nuts (22 Hexagon Gr 8)

3.1.3.42. Nuts (16mm Hexagon Stainless)

3.1.3.43. Jotun Aluminium HR paint (5L) or equivalent

3.1.3.44. Jotun – Jotamastic 87 Aluminium (5L) or equivalent

3.1.3.45. Jotun no.17 Thinner (5L) or equivalent

3.1.3.46. Rockwool (1000x500x50mm)

3.1.3.47. Ceramic twisted Rope (50mm 10m/roll)

3.1.3.48. Glass Fibber web tape (150w x 3mm x 30m)

3.1.3.49. Screw set (Stainless Steel 40mm x 12mm Hexagon)

3.1.3.50. Nut (Hexagon; Stainless Steel; 12mm)

3.1.3.51. 1" x 4" UNC Bolt Hex Head Hi Tensile

3.1.3.52. 3/8 x 1" BSW Cap Screw 316 Stainless

3.1.3.53. Supply 3CR12 washers

3.1.3.54. Supply 100mm x 12mm mild steel backing plates (hot dip galvanised)

3.1.3.55. UNLESS OTHERWISE STATED WITHIN THE SPECIFICATION ALL MATERIALS SUPPLIED BY THE SUCCESSFUL CONTRACTOR FOR THE COMPLETION OF THE CONTRACT SHALL BE:-

3.1.3.56. All bolts, studs, screws, nuts, washers, screen mesh and locking wire shall be Grade 316 stainless steel.

3.1.3.57. All plate steel shall be Grade 3CR12.

3.1.3.58. All pipes and fittings shall be Grade 316 stainless steel.

3.1.3.59. FABRICATION AND WELDING

3.1.3.60. All cutting, grinding, bending shall be performed using equipment specifically dedicated to stainless steel material and shall be carried out in an area specifically dedicated to stainless steel manufacturing.

3.1.3.61. Any material showing any sign of ferritic contamination will be rejected by the Engineer and shall be replaced with new material at the sole cost of the successful Contractor.

3.1.3.62. All welds shall be full penetration, either by open square butt joint welded on both sides or by single "V" butt joints.

3.1.3.63. All welded joints shall be thoroughly cleaned after welding by removal of slag deposits and wire brushing.

3.1.3.64. All welds shall be cleaned and treated in accordance with the prescribed standards for stainless steel manufacturing.

3.1.3.65. INSPECTION AND QUALITY CONTROL

3.1.3.66. At tender stage, a detailed procedure as to how the work is to be carried out shall be supplied.

3.1.3.67. The Engineer reserves the right of reasonable access to the works of the successful Contractor, and any sub-contractors, for the duration of the contract on behalf of himself and his duly inspection authority.

3.1.3.68. The Successful Contractor shall undertake to inform the Engineer of projected "milestone" during the contract, such that adequate time is available to arrange to observe major activities.

3.1.3.69. Notwithstanding the fact that the successful Contract is solely responsible for the actions of his staff and any duly appointed sub-contractors, the Engineer reserves the right for himself, or his nominated Representative, to inspect and monitor working methods and materials handling to ensure that safe working practices are being adhered to at all times.

3.1.5 LOCATION OF THE WORKS

Roggebaai Power Station
Corner of Nelson Mandela Boulevard and Coen Steytler Avenue
Foreshore
Cape Town.

ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 66Q/2022/23

EXHAUST STACKS REFURBISHMENT, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBAAI GAS TURBINES EXHAUST

C3.2 Engineering

CONTENTS

- 3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX
- 3.2.2 DRAWINGS
- 3.2.3 DESIGN PROCEDURES

3.2.2 DRAWING

The contractor shall measure the dimensions of the existing exhaust stacks on-site prior cutting or installation of the insulation material to confirm if all materials will fit as required.

3.2.3 DESIGN PROCEDURES

3.2.3.1 Required Submissions within 42 days

The Contractor shall submit the following for acceptance within 42 days from the Commencement Date:

- a) Dimensioned layout drawings (preferably A0 size but no smaller than A1) of the installation showing the proposed layout and design of all plant and equipment (including lifting equipment) as well as any required building modifications. Sufficient sections and elevations must be shown so that the relative arrangement of all equipment is clear.
- b) Process flow diagram, indicating items of equipment.
- c) Control system specifications.
- d) Dimensioned arrangement drawings of all equipment requirements in respect of the building and civil structures.
- e) Loadings which the lifting gear will place on other structures.
- f) Drawings of pipe support details.
- g) Technical data sheets for all coatings proposed.
- h) Layout and construction drawings of all electrical distribution, starter, control, instrument and indicator panels with full details of proposed switchgear, relays, timers, instruments, indicators, trips, control switches, labelling (including wording), printing, and so forth.
- i) Data sheets giving performance, sizing, physical and general technical data for all components of the installation.
- j) Contents list for the Manual.
- k) Contractor's document register.

The date by which possession of the Site can be handed over to the Contractor and consequently the completion date of the Works, is dependent on the date of submission and acceptance of the documents referred to above. Cost resulting from delays in submission of the Contractor's Documents or in correcting errors or making changes on documents not approved by the Engineer shall be for the Contractor's account.

The item allowed for in the Schedules of Quantities to cover expenses incurred by the Contractor in the event of delays in handing over the Site shall not apply where such delay is attributable to the late submission and acceptance of the drawings referred to above.

C3.3 Procurement

CONTENTS

- 3.3.1 PREFERENTIAL PROCUREMENT
- 3.3.2 SUB-CONTRACTING PROCEDURES

3.3.1. PREFERENTIAL PROCUREMENT

The Works shall be executed in accordance with the conditions associated with the granting of preferences detailed in the **Preference Schedule** where preferences are granted in respect of B-BBEE contribution.

Financial penalties, as described in the **Preference Schedule**, shall be applied in the event that the Contractor is found to have breached and of the conditions contained in the **Preference Schedule** (unless proven to be beyond the control of the Contractor).

Notwithstanding the application of penalties, the Contractor's attention is drawn to other sanctions that may be applied by the Employer (listed in the **Preference Schedule**) with due consideration to the circumstances.

3.3.2. SUB-CONTRACTING PROCEDURES

3.3.2.1 Monitoring the use of sub-contractors

Notwithstanding the restriction on sub-contracting as described on the **Preference Schedule**, it is recognised that sub-contracting is an integral part of construction, which the conditions of contract make provision for.

In order, however, to comply with the requirements of the **Preference Schedule**, the Contractor shall submit to the Employer's Agent, on a monthly basis, a **B-BBEE Sub-Contract Expenditure Report**. The format of this report is provided in Annex 2 attached.

The Contractor shall submit to the Employer's Agent documentary evidence in accordance with the applicable codes of good practise, of the B-BBEE status level of every sub-contractor employed by the Contractor. Until such time as documentary evidence as described above has been submitted to the Employer's Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

The Contractor shall furthermore, on the written request of the Employer's Agent, provide documentary evidence showing the value of work sub-contracted to any or all of the sub-contractors employed by the Contractor.

3.3.2.2 Procedure for the selection of sub-contractors/suppliers

Where monetary allowances for provisional sums or prime costs items have been provided in the Bills of Quantities, and where the work or items to which the allowances relate are to be executed/supplied by sub-contractors/suppliers, then the following selection process shall be followed in respect of the required sub-contractors/suppliers:

Where the monetary allowance is less than or equal to R300 000, the Contractor shall invite three quotations from suitably qualified sub-contractors/suppliers for the required work or items. The selection of the three sub-contractors/suppliers shall be in consultation with, and to the approval of the Employer's Agent. The evaluation of the quotations received must include a preference points system as described in C.3.11 of the Tender Data.

Where the monetary allowance is in excess of R300 000, an open competitive tender process shall be followed in respect of the selection of a sub-contractor/supplier for the required work or items. In such circumstances, tender documentation will be prepared by the Employer's Agent in consultation with and

to the approval of the Contractor, invitations to tender will be advertised in the media by the Employer's Agent on behalf of the Contractor, and a sub-contractor/supplier will be selected from the responses received, by the Contractor and Employer's Agent in consultation. The evaluation of the offers received must include a preference points system as described in C.3.11 of the Tender Data. The Contractor must satisfy itself that the selected sub-contractor/supplier can meet the requirements of the sub-contract /supply agreement and may, on reasonable grounds, elect not to employ a particular sub-contractor/supplier.

In both instances above (less than or equal to R300 000 or in excess of R300 000), the contractual relationship between the Contractor and sub-contractor/supplier shall be as described in the conditions of contract. |

C3.4 Construction

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- 3.4.6 EMPLOYMENT OF SECURITY PERSONNEL
- 3.4.7 UNIVERSAL ACCESS

3.4.1. 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”.

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

3.4.2. APPLICABLE STANDARDISED SPECIFICATIONS

||

For the purpose of this Contract the following Standard Specifications shall apply:

SANS 10085 – 1: 2004
SANS 10103
SANS 1200A

It shall be the responsibility of the Contractor to obtain, at his own expense, the most recent copies of the relevant editions of the documents referred to above.

The Contractor shall keep copies of the above Standard Specifications, copies which are available from the South African Bureau of Standards.

3.4.3 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS

3.4.3.1 UNSCHEDULED PARTS

- 3.4.3.1.1. Unscheduled parts refer to items that may be required during the tenure of this contract.
- 3.4.3.1.2. The price for unscheduled parts shall be determined based on the landed cost plus on-cost, including all transport cost for delivery to site and will not exceed R200 000 for the whole contract.
- 3.4.3.1.3. **The percentage of mark-up that will be charged in respect of unscheduled parts will be 10%**

3.4.3.2. SITE CONDITIONS

3.4.3.2.1 Co-operation during construction

The Sub-Contractor shall co-operate with all other Sub-Contractors on Site and co-ordinate activities to allow all contractors to do their work.

The City of Cape Town reserves the right to change the Engineer and his representatives with immediate effect at any stage of construction.

3.4.3.2.2. Toilet and Ablution Facilities

Contractor to provide basic toilet and ablution facilities

3.4.3.2.3. Storage of Materials and Goods

The Contractor shall provide on Site a suitable store or container for the temporary storage of Materials and Goods. The location and nature of the store or container shall be determined on Site in collaboration with the Client and Engineer and payment for materials on Site will only be considered if the Engineer is satisfied that the store or container will ensure adequate security for such materials. The store or container shall be removed and the area cleared to the satisfaction of the Client and Engineer on completion of the Contract.

Materials permitted to be stored within building shall be safely stacked and shall not overload floor construction beyond the legal permissible floor loading. Combustible materials shall not be stored on premises longer than minimum period necessary for execution of work. Fire protective measures shall be provided as directed by Principal Agent and/or Principal Contractor.

3.4.3.2.4. Electrical Supply and Water Supply

The City of Cape Town will provide free issue of approximately:

Low voltage: 420V \pm 10%-line voltage

242V \pm 10% phase voltage

Frequency: 50 Hz

The Contractor accepts the use of employer's power supply at his own risk.

The contractor must make provisions in the BoQ for his own power supply, in the event that his machinery operates at different voltage etc.

The employer will make water available for drinking purposes.

The contractor shall provide his own water for cooling or operating of machinery purposes

3.4.3.2.5. Compliance with Regulations

The works shall comply with all the requirements and bylaws of the relevant local authorities. Where the proposed layouts, or any of the materials specified, etc., do not comply with the regulations, the matter shall immediately be brought to the attention of the Engineer in writing.

The complete works shall comply in particular with the specifications and requirements of:

3.4.3.2.6. All South African National Standards associated with the construction and safety of wet services installations and associated equipment.

- The Occupational Health and Safety Act, Act 85 of 1993, as amended.
- The appropriate South African National Standards governing building regulations.
- The South African National Standards applicable to the wiring of premises.
- This detailed specification and the drawings forming part of the tender documents.

Certificates of approval from the local authority, if called for, shall be delivered to the Engineer and/or Quantity Surveyor before the final payment certificate shall be issued.

3.4.3.2.7. Materials, Workmanship and Alternative Manufacture

Materials, workmanship and equipment offered shall be as specified herein. Should the tenderer wish to offer alternative materials, equipment, etc., the details shall be submitted at close of tender in a covering letter accompanying the tender and clearly identifying the extent, quality and advantages of the alternative(s).

All materials shall be of the quality specified and the contractor shall, upon request by the engineer, furnish the engineer with proof to his reasonable satisfaction that the materials are of the specified quality. The contractor shall keep the employer and the engineer informed regarding the placing of all orders for materials and the progress of manufacture or any article or materials. All materials shall be new unless otherwise instructed or specified. Materials, goods and equipment described by trade names or catalogue references shall be of the type and manufacture specified. Alternative materials, goods and equipment equal to those specified may be offered.

The decision whether the alternative articles are acceptable shall rest with the engineer. Where alternatives for such materials, goods and equipment are permitted, the contractor shall be liable for latent defects in such materials, goods and equipment and or the cost of making good physical loss and repairing damage to the works resulting therefrom. Once accepted, the same type and make of material, goods and/or equipment shall be used and installed throughout the project for a specific application.

3.4.3.2.8. Protection

The contractor shall protect all work and material, i.e. his and others, from damage by his work and workmen, and shall be liable for all damage caused should the protection not be provided or prove to be inadequate. The contractor's responsibility in this respect shall extend until his work and equipment have been finally inspected, tested and accepted. Open ends of pipework shall be closed with temporary covers or plugs during storage and construction to prevent entry of obstructing material. This shall be strictly enforced.

3.4.3.2.9. Testing and Inspections

The contractor shall, at his own cost, make all necessary arrangements and provide all necessary facilities for testing and inspection of the installation by the local authorities concerned and other authorised interested parties. The contractor shall provide any instruments or equipment required for these tests. The execution of these tests shall be to the complete satisfaction of the inspecting authorities/parties.

3.4.3.2.10. Tuition

The contractor shall provide capable instructor/s to train the employer's personnel. The instructor/s shall be available for a total period of 5 (Five) working day's (eight hours a day) after the system has been commissioned and handed over to the employer. The Operating and Maintenance Manuals shall be in possession of the employer before the training commences.

Training provided must include:

1. Information provided in the Design Intent Report (including energy / environmental features)
2. Review of controls set up, programming, alarms and troubleshooting
3. Review of OEM manuals
4. Building operation (start up, normal operation, unoccupied operation, seasonal changeover, shutdown)
5. Measures that can be taken to optimise energy efficiency
6. Occupational Health and Safety (OH&S) issues
7. Maintenance requirements and sourcing replacements; and
8. Obtaining and addressing occupant satisfaction feedback.

3.4.3.2.11. Guarantee and Maintenance

The contractor shall guarantee the works against defects for a period of one (1) year from date of completion. The guarantee shall cover all defects to the works and shall provide for the replacement or repair of all components that become defective during the guarantee period. Consumable components are excluded from the guarantee. Where component parts or equipment are supplied by the employer, the contractor or the agent or where the make is specified without an alternative, then the contractor shall be responsible for such component parts or equipment only to the extent that the contractor is able to assign to the employer the benefit of warranties by the supplier or manufacturer.

The works is to be operated and maintained in accordance with the Operating and Maintenance Manuals prepared by the contractor. Any damage to the works resulting from the employer's failure to comply with the procedures set out in these manuals will not be covered by the guarantee. The contractor shall provide maintenance on 3 months' bases as and when required by the employer following the hand over to the employer. The maintenance shall include for all management, labour, lubricating materials, cleaning materials and transport. The guarantee shall be given to the Principle Contractor. Where the guarantee period extends beyond the patent defects liability period of the Principal Building Agreement, the guarantee shall be ceded to the employer for the remainder of the period.

3.4.3.2.12. **STANDARD TECHNICAL SPECIFICATION**

3.4.3.2.12.1. **PAINTING AND FINISHING**

General

All equipment, materials and fasteners installed under this contract shall be protected against rust, oxidization and corrosion by the application of an approved protective coating. Such protective coatings shall be compatible with the materials applied to and shall at all times conform to the application instructions or recommendations of the manufacturer. All aluminium equipment as well as Air handling units will be epoxy coated. The appropriate and recommended primers shall be applied after de-scaling, cleaning, washing, drying or wiping as may be required and before finishing coats are applied. Only the highest quality approved finishing, priming, etching and cleaning materials shall be used.

HEALTH AND SAFETY SPECIFICATION

66Q/2022/23: EXHAUST STACKS REPAIRS, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBBAAI GAS TURBINES EXHAUST STACKS

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1. INTRODUCTION AND BACKGROUND

1.1 BACKGROUND TO THE CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

In terms of Construction Regulation 5(1) (b) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), Steenbras, Athlone and Roggebaai Power Stations, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client's further duties are as described in The Act and the Regulations made there-under. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 7 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labor legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of services work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety

Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

This Baseline Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan. The Health and Safety Plan shall include documented 'Methods of Statement' detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

Every effort has been made to ensure that this specification document is adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the engineer.

1.2 PURPOSE OF THE CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

City of Cape Town, Electricity Generation is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications. ***(All references to the singular shall also be regarded as references to the plural)***

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor/s) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the City of Cape Town, Generation department. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) Safety considerations affecting the site of the "EXHAUST STACKS REPAIRS, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBAAI GAS TURBINES EXHAUST STACKS project and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) Submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- d) The Principal Contractor's (and his /her contractor) health & safety plan.

To ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 of the Act.

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification applies. The Construction Regulations promulgated in February 2014 and incorporated into the above Act, published in the Government Gazette; shall apply to any person involved in construction work pertaining to this project, as will the Act.

2. HEALTH AND SAFETY SPECIFICATION (SECTION 5 (1), (b) of the Construction Regulation

2.1 SCOPE

The Health and Safety Specifications pertaining to the EXHAUST STACKS REPAIRS, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBAAI GAS TURBINES EXHAUST STACKS” project, cover the subjects contained in the index and is intended to outline the normal as well as any special requirements of the Client pertaining to the health and safety matters (including the environment) applicable to the project in question. These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project.

The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

2.1.1 PROVISION FOR HEALTH AND SAFETY COST (section 5 (1), (g) CR)

The Principal Contractor must make sufficient provision for the cost of Health and Safety measures during the service, construction and supply process as required by the Construction Regulation 5(g).

2.2 INTERPRETATIONS

2.2.1 APPLICATION

This specification is a compliance document drawn up in terms of the South African legislation and is therefore binding. It must be read in conjunction with the relevant legislation as noted previously.

2.2.2 DEFINITIONS

The definitions as listed in the Occupational Health and Safety Act 85/1993 and Construction Regulations (Feb 2014) shall apply.

“Purpose of the Act” –

To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

“Agent” –

means a competent person who acts as a representative for City of Cape Town, referred to as an “engineer” in this tender document;

“Client” – Generation, City of Cape Town

means any person for whom construction work is being performed;

“Construction Work” means any work in connection with –

- (a) the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- (b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of an excavation, piling, or any similar civil engineering structure or type of work;

“Contractor” –means an employer who performs construction work;

“Health and Safety File” – SHE File

means a file, or other record in permanent form, containing the information required as contemplated in the regulations;

“Health and Safety Plan” –

means a site, activity or project specific documented plan in accordance with the client’s health and safety specification;

“Health and Safety Specification” –

means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work;

“Method Statement” –

means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

“Principal Contractor” –

means an employer appointed by the client to perform construction work;

“Risk Assessment” –

means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

“Competent” –

means a person who – (a) has in respect to the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications specific to the work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act 2000 (Act No. 67 of 2000), those qualifications and that training must be regarded as the required qualification and training, and (b) is familiar with the Act and with the applicable regulations made under the act;

2.3 MINIMUM ADMINISTRATIVE REQUIREMENTS

2.3.1 ASSIGNMENT OF CONTRACTOR’S RESPONSIBLE PERSONS TO SUPERVISE HEALTH AND SAFETY ON SITE

The Principal Contractor shall submit supervisory appointments as well as any relevant Appointments in writing (as stipulated by the OHS&A and Construction Regulations), prior to commencement of work. Proof of competency must be included.

2.3.2 COMPETENCY FOR CONTRACTOR’S APPOINTED COMPETENT PERSON

The Principal Contractors’ competent persons for the various risk management portfolios shall fulfill the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (Feb 2014). Proof of competence for the various appointments must be included.

2.3.3 COMPENSATION OF OCCUPATIONAL INJURIES AND DISEASES ACT 130 OF 1993 (COIDA)

The Principal Contractor shall submit a letter of good standing from their Compensation Insurer-FEM or Compensation Commissioner with the tender offer as proof of registration. Sub-Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.

2.3.5 OCCUPATIONAL HEALTH AND SAFETY POLICY

The Principal Contractor and their Sub-Contractors shall submit a Health and Safety policy signed by their Chief Executive Officer or MD. The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractors.

2.3.6 HEALTH AND SAFETY ORGANOGRAM

The Principal Contractor and their Contractors shall submit an organogram, outlining the Health and Safety Site Management Structure including the relevant appointments / competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the site Management Structure.

2.3.7 PRELIMINARY HAZARD IDENTIFICATION AND BASELINE RISK ASSESSMENT AND PROGRESS HAZARD IDENTIFICATION AND RISK ASSESSMENT

The Principal Contractor to develop initial Risk Assessments & Method Statement by competent person of the risk that they foresee during construction. CR 9 (1)

The following is a site specific source of risk that has been identified, and MUST as a minimum be appropriately addressed by the Principal Contractor in their Health & Safety Plan with Control Measures:

- **Public/Staff safety**
 - Effect of Construction/ service Work on or nearby power station visitors and staff
- **Traffic management of all vehicles and plant on site**
 - Process to control vehicles on site / Vehicle Access to Site
 - Material/equipment delivery
- **Stacking and Storage**
 - Stacking and storage of material and equipment
- **Night work**
 - Prior arrangement working hours
- **Site Establishment**
 - Secure/Safe Storage of Material, Plant & Equipment
 - Ablutions
 - Dealing with existing structures
- **Boundary & Access Control**
 - Public Liability / Access Control
 - Work Area/Site needs to be Properly Demarcated
 - Relevant Warning Signage
- **Ladders and Fall Risks**
 - Principal Contractors to compile a Site Specific Fall Protection plan in Line with CR 10.
 - Compliance to Environmental Regulations for Workplaces 6(3)
- **Dismantling Work**
 - Competency of Team
 - Method Statement/Risk Assessments
- **Working in close proximity to existing services.**
 - Electrical Cables, Telkom and water services etc.
- **Manual and Mechanical Handling**
- **Protection of Storm Water System**
 - Method to prevent Run Off into Storm Water System
 - Compliance to the NEMA (National Environmental Management Act)
- **Waste Management System**
 - To be Properly Fenced Off
 - Compliance to Construction Regulation 27 (Housekeeping)
- **Safe Use of Portable Electrical Equipment**
 - Electrical Drilling Machine
 - Angle Grinder
 - High Pressure Equipment

- Welding Equipment
- Small Plant
- Any Other Equipment used by Principal Contractor
- Jigsaws / circular saws and cutting equipment
- **Noise & Dust**
 - Principal Contractor to compile a Method Statement to reduce Noise Levels and also the Action Plan to minimize dust exposure.
- **Safe Use of hand tools**
 - Hammers, brooms and other hand tools
- **Working around public and other contractor's/ Housing projects**
 - Plan to include working around other projects and principal contractors on site.
- **Asbestos containing materials**
 - Other projects on site include Asbestos Risks and Asbestos removal (out of bounds areas)

Principal Contractor to ensure that these risk assessments, as well as other risks identified by them, are updated monthly or as the risk changes and communicated to all relevant parties – CR 9

2.3.8 HEALTH AND SAFETY FILE (HSF)

The Principal contractor/s must, in terms of CR 7 (1) (b), maintain the HSF on site at all times. The HSF is a file with permanent records containing information on aspects of the construction project – which will be necessary to ensure the health and safety of any person who may be affected by the construction work. The HSF must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the 37 (2) Mandatory Agreements between the parties and details of work being done.

The Principal Contractor shall appoint a suitably qualified person to prepare the HSF and to keep it up to date for the duration of the contract.

The HSF shall include at least the following information: (Minimum requirements attached)

- a) Notification of Construction Work (CR 4.)
- b) Copy of OHSA (updated) GAR 4.)
- c) Proof of Registration and good standing with a COIDA Insurer (CR 7 (1), (iv) (The Principal Contractors shall submit a letter of good standing with the compensation Insurer, at the tender stage).
- d) OHS Plan agreed with by the client including the underpinning Risk Assessment/s & Method Statements.
- e) Designs/drawings CR 7 1 (e).
- f) A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (CR 7).
- g) Appointments/Designation forms as per Administrative & Legal Requirements (in writing)
- h) Registers as per Administrative & Legal Requirements.

The HSF shall be handed over to City of Cape Town Generation department {CR 7 (1), (e)} on completion of the contract. It must contain all the documentation as set out above, or as instructed, as well as any handed to the Principal Contractor by any sub-contractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

2.3.9 SITE HEALTH AND SAFETY RULES

The Principal Contractor must develop a set of Site Specific Health and Safety Rules that will be applied to regulate the Health and Safety Aspects on site.

Security and Access control must be included in the rules and non-employees will not be allowed on site unaccompanied.

2.3.10 HEALTH AND SAFETY REPRESENTATIVE(S)

The Principal Contractor and their Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their function. The appointment must be in writing. The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at the monthly Health and Safety meetings. This must be part of the monthly audits and inspections.

2.3.11 HEALTH AND SAFETY COMMITTEES

Principal Contractor shall organize monthly Health & Safety meetings if more than 20 employees on site, minutes and records shall be kept. Principal Contractors Health & Safety representative and responsible person shall attend this meeting. All sub-contractor's representative and management representatives must attend these meetings.

2.3.12 HEALTH AND SAFETY TRAINING

2.3.12.1 INDUCTION

Principal Contractor shall ensure that all undergo site-specific induction presented by a competent person and proof of it to be placed on file prior to them starting on site as required by Construction Regulations.

2.3.12.2 AWARENESS TRAINING SESSIONS

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place **at least once per week**. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the Health and Safety file. All Principal Contractors have to comply with this minimum requirement.

2.3.12.3 COMPETENCY

All Competent persons shall have the knowledge, experience, training and qualifications specific to the work they have been appointed to supervise, control, and carry out. This will have to be assessed on regular bases e.g. periodic audits by the Power Station's Health and Safety Agent, progress meetings, etc. The Principal Contractor is responsible to ensure that competent Contractors are appointed in writing to carry out construction work.

In accordance with the Construction Regulation the Principal Contractor shall appoint, in writing, competent persons (in addition to the Construction Supervisor – CR 8.7 & Assistant construction Supervisor/s – CR 8.8) responsible for supervising construction work for the following work situations that may be expected on the site of the works, as applicable to the project.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Principal Contractor from any of his responsibilities to comply with all requirements of the Construction Regulation.

2.3.13 GENERAL RECORD KEEPING

The Principal Contractor and their Sub-Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993, and with the Construction Regulations (Feb 2014).

The Principal Contractor shall ensure that all records of incidents / accidents, emergency procedures training, inspections, audits, etc. are kept in a Health and Safety file held in the site office. The Principal Contractor must ensure that every sub-Contractor keeps its own Health and Safety File, maintains the file and makes it available on request (the file must include the sub-Contractor's health and safety plan). These records are crucial for inclusion in the Principal Contractors' consolidated health and safety file for handover to the Power Station on completion of construction work.

2.3.14 HEALTH AND SAFETY AUDITS, MONITORING AND REPORTING

Electricity Generation's Health and Safety Agent shall conduct monthly Health and Safety audits of the work. Operations including a full audit of physical site activities as well as an audit of the administration of Health and Safety.

The Principal Contractor is obligated to conduct similar audits on their Contractors.

Detailed reports of the audit finding and results shall be reported on at all levels of project management meetings / forums. Copies of the Client audit reports shall be kept in the Primary Project Health and Safety File, while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Principal Contractors have to audit their contractors, and keep records of these audits in their Health and Safety files, available on request.

2.3.15 EMERGENCY PROCEDURES

The Principal Contractor shall adhere to Steenbras, Athlone and Roggebaai Power Station's Evacuation Plan with assemble point and contact details in case of any emergency.

The Principal contractor/s shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

- List of key competent personnel
- Details of emergency services
- Actions or steps to be taken in the event of the specific types of emergencies
- Information on hazardous material/situations

Emergency procedures shall include, but not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The Principal Contractor shall advise Power Station's agent, engineer and all relevant authorities forthwith, of any emergencies, together with a record of action taken. This shall be confirmed in writing as soon as possible after the incident. A contact list of all service providers (Fire Department, Ambulance, Police, Medical, and Hospital, etc.) must be maintained and available to site personnel. These procedures shall form part of the OHS Plan.

2.3.16 FIRST AID BOXES AND FIRST AID EQUIPMENT

The Principal Contractor and their Contractors shall appoint in writing the First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. All Principal Contractors with more than 5 employees shall supply their own first aid box. Principal Contractors shall have trained, certified first aider on site at all times and a First Aid box adequately stocked at all times due to the nature of work and Asbestos requirements.

2.3.17 ACCIDENT / INCIDENT REPORTING AND INVESTIGATION

- a) The Principal Contractor/s are responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to

- be referred for medical treatment by a doctor, hospital or clinic. (GAR 9)
- b) The results of the investigation to be entered into the Accident/Incident Register (GAR 9)
 - c) The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
 - d) The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
 - e) The Principal Contractor shall report any accidents or incidents to the Client and the Client's appointed OH&S Agent.

The Principal Contractor must report all injuries to Steenbras, Athlone and Roggebaai Power Station in the form of a spreadsheet, which includes all contractor injuries/incidents and man-hours worked for the month as well as the cumulative total. This report must be done on a monthly basis and must form part of the Principal Contractor's progress report.

2.3.18 HAZARDS AND POTENTIAL SITUATIONS

The Principal Contractor shall immediately notify Roggebaai Power Station's Health and Safety Agent of any hazardous or potentially hazardous situations that may arise during the performance of construction activities.

2.3.19 PERSONAL PROTECTIVE EQUIPMENT (PPE) AND CLOTHING

The Principal Contractor shall ensure that all workers are issued and wear hard hats, protective footwear, safety vest, glasses, gloves and overalls. The Principal Contractor and their Sub-Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. When carrying out the Asbestos work, strict Asbestos regulations will apply and all the correct Asbestos PPE must be worn. (White suit, gloves, goggles, FFP2 mask, safety boots etc...).

2.3.20 OCCUPATIONAL HEALTH AND SAFETY SIGNAGE

The Principal Contractor shall provide adequate on-site OHS signage. Including but not limited to: "no unauthorized entry", "report to site office", "site office", "and hardhat area, Asbestos". Signage shall be posted up at all entrances to structures and buildings, scaffolding and other potential risk areas / operations.

2.3.21 CONTRACTORS

The Principal Contractor shall ensure that all Contractors appointed by them comply with this Specification, the OHS Act 85/1993, and Construction Regulation (Feb 2014).

The Principal Contractor may only appoint a sub-contractor after approving the sub-contractor's health & safety plan and SHE file. The Principal Contractor must audit each of its Contractors on a monthly basis, with audit reports filed in the health and safety file on site. The audit must include an administrative assessment as well as a physical inspection of the contractor's health and safety system.

The Principal Contractor must stop any Contractor from carrying out construction work that is not in accordance with the Principal Contractor's or Contractor's health and safety plan or if there is an immediate threat to the health and safety of persons.

The Principal Contractor shall take all reasonable steps necessary to ensure co-operation between all Contractors to enable each of those Contractors to comply with the provisions of these regulations;

The Principal Contractor must ensure that their Contractor is registered and in good standing with a recognized compensation fund or with a licensed compensation insurer prior to work commencing on site; The Principal Contractor must ensure that potential Contractors submitting tenders have made provision for the cost of health and safety measures during the construction process; The Principal Contractors shall discuss and negotiate with their

Contractor the contents of the health and safety plan and shall finally approve that plan for implementation.

2.3.22 PENALTIES

Penalties may be imposed for ongoing non-compliance to the provisions of the Steenbras, Athlone and Roggebaai Power Station's Health and Safety specification and Principal Contractors' Health and Safety Plans. The penalty procedure shall consist of a written warning with a compliance time frame. **Failure to comply within the time frame stipulated would result in a R2000 penalty per non-compliance item per day that the non-compliance persists.**

2.3.23 HEALTH AND SAFETY OFFICER (CR 8.5 FULL TIME OR PART-TIME)

The Principal Contractor shall upon having considered the size of the "EXHAUST STACKS REPAIRS, CORROSION PROTECTION OF THE STEEL STRUCTURE, REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBBAAI GAS TURBINES EXHAUST STACKS" project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full time or part-time construction Safety Officer in writing to assist, who must be competent in terms of the definition by the Construction Regulations. The Safety officer shall be responsible for safety related training, conducting internal inspections, conducting monthly sub-contractor audits with deviations recorded, shall form part of the risk assessment team that will compile job specific risk assessments, recording of safety meeting minutes, but not be limited to the above items.

2.3.24 PERMITS

- Permit to work system is applicable at the power station's
- The permit to work must be obtained from the power station representative(s) prior any work might commence

All permits must be kept in the site Health & Safety File.

2.4 PHYSICAL REQUIREMENTS

2.4.1 PUBLIC LIABILITY EXPOSURE

The Principal Contractor/shall safeguard members of the public (and their vehicles) and / or any other persons passing / entering the site from any construction activities. Safety measures shall include but not be limited to: Safety cones, barrier tape, nets, canopies, crushed decks and flagmen, hoarding & fencing etc. to comply with Section 9 of Occupational Health and Safety Act and Construction Regulation OF Feb 2104.

2.4.2 DEMOLITION WORK

The Principal Contractor shall appoint a competent person in writing to supervise and control all demolition work on site.

Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure and a detailed engineering survey for approval by Steenbras, Athlone and Roggebaai Power Stations. Acceptance will then be issued to the Principal Contractor to proceed with the demolition work. The Principal Contractor shall ensure that demolition work complies with the Construction Regulations section 14 (Feb 2014). Principal Contractor to ensure that:

- Work should be carried out by competent operatives experienced in demolition work under the control of an experienced, competent supervisor.
- Restricted areas and safe distances should be established.
- All services should be disconnected prior to demolition.
- Adequate precautions against accidental collapse of the structure or adjacent structures should be in place.
- Measures should be taken to protect the public, e.g. 2m high fence, debris fans, etc.

- Any possible hazardous materials, such as asbestos to be disposed as per Regulations.
- Floors should not be overloaded.
- All plant and equipment should be suitable for the task, well maintained, inspected and tested in accordance with legislation.
- Work at heights should be minimized.
- Measures should be taken to protect persons working at height, e.g. working platforms, harness, nets, etc.
- Appropriate personal protective equipment (PPE) should be worn.

2.4.3 REMOVAL OF RUBBLE & DEBRIS

The Principal Contractor must ensure the safe removal of debris and rubble from all levels where demolition occurs. A safe work procedure or method statement detailing the removal process and steps to be taken to contain the debris and rubble, must be drafted and placed in the Health & Safety File.

2.4.4 FALL PROTECTION PLAN / WORKING AT A FALL RISK / TRENCHING AND EXCAVATION

All fall risk work must be conducted in accordance with Construction Regulation 10. An initial fall protection plan must be prepared by a competent person who should evaluate, revise and amend the plan when necessary. The plan must include the following:

- How the fall risk work was planned?
- That the fall risk workers are competent (trained, experienced, knowledgeable);
- That the work is carried during inclement weather or where conditions are hazardous to workers.
- That fragile areas are demarcated and sign posted;
- That suitable platforms are provided where fragile areas exist;

That there are suitable and sufficient guardrails or barriers or other similar means of protection to prevent the fall of any person, material or equipment off of or into any height or whole and trench or excavation.

2.4.5 EXISTING STRUCTURES

Any structures that may be affected by work must be considered in the planning process. Precautionary measures must be detailed and applied to prevent damage, uncontrolled collapse of existing structures, and/or loss to property and persons during the entire construction phase.

2.4.6 EDGE PROTECTION AND PENETRATIONS

The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has been erected. The Principal Contractors' risk assessment must include these items. E.g. finished floor slab edges, floor penetrations, and all other openings and areas where a person may fall.

2.4.7 HAZARDOUS CHEMICAL SUBSTANCES (HCS)

The Principal Contractor working with Hazardous chemical substances to obtain copies of all the (MSDS) Material Safety Data Sheets and this to be kept on site and a copy to be forwarded to Steenbras, Athlone and Roggebaai Power Station's Health and Safety Agent.

2.4.8 STACKING OF MATERIAL

The Principal Contractor shall ensure that there are sufficient appointed stacking supervisors and all materials and equipment are stacked and stored safely. Double handling of material should be avoided and for this purpose, pallets and other stacking options should be used.

Stacking of material on existing decks should be planned and the decks must not be overloaded. The Contractor should liaise with the Principal Contractor before offloading any material/equipment.

2.4.9 PUBLIC AND SITE VISITOR HEALTH AND SAFETY

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimize those dangers. Appropriate Health and Safety notices and signs shall be posted up, but shall not be the only measure taken. The Principal Contractor has a duty in terms of the OHS Act 85/1993 Section 9 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

The Principal Contractor must allow for the safe diversion of pedestrians and vehicle traffic so as to ensure the safety of the public at all times. The Principal Contractor must also take all necessary steps to prevent injury or ill health to the general Public as prescribed by Section 9 of the OHS Act 85/1993.

The Principal Contractor must make provision for adequate site hoarding in the form of wooden timber board to minimize risk and impose dust control. Should external scaffolding and other external work be carried out in elevated positions, where the public may be affected; aprons/fans and sheeted scaffolds will be required, preventing any material/objects from injuring the public.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these inductions must be kept on site in accordance with the Construction Regulations. Principal Contractor is to ensure that no unauthorized employees enter the construction area by implementing security control measures/registers and site to be sufficiently fenced off.

2.4.10 NIGHT WORK

Adequate lighting to be provided where required. Personnel should not work alone at night. All night work to be done under supervision and a working permit to be issued by Principal Contractor in liaison with Steenbras Power Station. (To be avoided if possible)

2.5 PLANT AND MACHINERY

2.5.1 PRESSURE EQUIPMENT (PER) AND GAS BOTTLES

The Principal Contractor shall comply with the Vessels under Pressure Regulations, including:

- Providing competency and awareness training to the operators,
- Providing PPE or clothing,
- Inspect Equipment regularly and keep record of inspections,
- Providing appropriate firefighting equipment (Fire Extinguishers) on hand.

2.5.2 FIRE EXTINGUISHERS AND FIRE FIGHTING EQUIPMENT

The Principal Contractor shall provide adequate, regularly serviced fire-fighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required.

2.5.3 HIRED PLANT AND MACHINERY

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (Feb 2014) shall apply.

The Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the Health and Safety file. All relevant Contractors must ensure the same.

2.5.4 GENERAL MACHINERY

The Principal Contractor shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who operate machinery.

2.5.5 PORTABLE ELECTRICAL TOOLS

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation.

The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. Personal protection equipment, guards, etc.

A competent person to undertake routine inspections and records are kept. Only authorized trained persons are to use the tools, the safe work procedures to apply. Awareness training to be carried out and compliance enforced at all times, and PPE and clothing are provided and maintained.

2.5.6 WELDING EQUIPMENT

- Only authorized / trained persons to use the equipment.
- Welder using correct PPE – eye/face/foot/body/respirator.
- Flashback arrestors fitted at cylinders and gauges when using gas welding equipment.
- Fire prevention methods to be applied.
- Where electric arc welders are used, equipment only to be used in a dry area, protected from wetness.

2.5.7 LIFTING MACHINES AND TACKLE

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (section 20). There must be competent lifting machinery and lifting tackle inspectors who must inspect the equipment daily or before use taking into account that:

- All lifting machinery and tackle must carry a load test certificate and must have an inspector register.
- All lifting machinery and tackle has a safe working load clearly indicated
- Regular inspection and servicing is carried out
- Records are kept of inspections and of service certificates
- There is proper supervision in terms of guiding the loads that includes a trained banks man to direct lifting operations and check lifting tackle
- The tower crane bases have been approved by an engineer

The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site.

2.5.8 HAND TOOLS

The Principal Contractor and sub-contractor shall ensure that use of all hand tools are in compliance with relevant legislation. Safe work procedures will apply and compliance is to be enforced at all times, and PPE and clothing are provided and maintained.

All the hand tools shall be recorded in the Hand Tool Register, kept in the Health & Safety File. A competent person shall undertake routine inspections of the hand tools to ensure that they are all kept in top condition.

2.6 OCCUPATIONAL HEALTH

2.6.1 OCCUPATIONAL HYGIENE

Exposure of workers to occupation health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and the Principal Contractor must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.

The Risks to be looked at includes:

Ventilation

Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel / motors running and in confined spaces / basements.

Noise

Tasks identified where noise exceeds 85 dBa.

All reasonable steps are to be taken to reduce noise levels at the source.

Hearing protection is to be used where noise levels cannot be reduced to below 85 dB.

No noise work to take place after 6pm.

Dust/soot

Principal Contractor to ensure that employees working with grinders, saws & jackhammers, etc. are issued with dust masks and dust exposure to be minimized at all times.

Working area to be fully cladded with a hundred percent shade cloth to minimize the dust exposure.

2.6.2 WELFARE FACILITIES

The Principal Contractor will provide ablution facilities (one for every 30 employees) for all on site, including changing facilities & hand washing facilities. Safe and adequate drinking water will be provided. Waste bins must be strategically placed and emptied regularly. Safe and clean storage areas must be provided for workers to store personal belongings and personal protective equipment.

2.6.3 ALCOHOL AND OTHER DRUGS

The Principal Contractor must ensure that no alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness / condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith.

Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. The Contractor concerned must follow a full disciplinary procedure and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

4.

WAYLEAVES, PERMISSIONS AND PERMITS

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any wayleaves, permissions or permits obtained by the Employer's Agent prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

3.4.5.

LOCAL PRODUCTION AND CONTENT

The Contractor will be required to comply with all requirements as stated in this document.

3.4.6

EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the contractor 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 employer's agent upon request.

3.4.7

UNIVERSAL ACCESS

In pursuit of becoming a fully accessible city, the City of Cape Town expects all Consultants and Service Providers to design and construct to SANS Standards for accessible Design, and any relevant City of Cape Town documents as may be relevant, and to exhibit a commitment to employing Universal Design Principles in their design, construction, service and product delivery of construction projects. This applies to all projects whether new, temporary, upgrades or rehabilitation works.

The contractor will engage with project representatives and the CCT's Universal Accessibility Department on how Universal Design Principles will enhance accessibility, within this project, that meets a variety of needs and creates a city that is accessible to everyone.

C3.5 Management

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- 3.5.1. FORMS FOR CONTRACT ADMINISTRATION
- 3.5.2. PARTICIPATION OF TARGETED LABOUR
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- 3.5.4. PARTICIPATION OF TARGETED ENTERPRISES
- 3.5.5. ENVIRONMENTAL MANAGEMENT PROGRAMME
- 3.5.6. HEALTH AND SAFETY

3.5.1. FORMS FOR CONTRACT ADMINISTRATION

The Contractor shall complete, sign and submit with each monthly statement for payment, the following updated returns (the format of which are attached in C3.6 Annexes as amended from time to time):

- a) Monthly Project Labour Report (Annex 1)
- b) B-BBEE Sub-Contract Expenditure Report (Annex 2)
- c) Joint Venture Expenditure Report (Annex 3)
- d) Targeted Labour Contract Participation Expenditure Report (Annex 4)
- e) Targeted Enterprises Contract Participation Expenditure Report (Annex 5)

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

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

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein and copies of all submitted documents must be kept on site be made available to the employer's agent upon request.

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

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

The Targeted Labour Contract Participation Expenditure Report (if applicable) is required for monitoring the contractor's compliance for achieving the specified minimum targeted labour contract participation goal (CPG_L) and, if applicable, for calculating any penalty in terms thereof.

The Targeted Enterprises Contract Participation Expenditure Report (if applicable) is required for monitoring the contractor's compliance for achieving the specified minimum targeted enterprises contract participation goal (CPG_E) and, if applicable, for calculating any penalty in terms thereof.

The Expenditure Reports shall be verified by the Employer's Agent/Employer's Agent's Representative.

In respect of Annexes 2 and 3, the Employer shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preferencing conditions in the **Preference Schedule** Preference Schedule in Part T2.2 Returnable Schedules. In the case of joint ventures (Annex 3), the

contractor shall prove his compliance with item 6) in Section 2 of the Preference Schedule by providing a consolidated scorecard at his own cost on instruction from the Employer's Agent.

3.5.2 PARTICIPATION OF TARGETED LABOUR

3.5.2.1 Minimum targeted labour contract participation goal

In support of the National Department of Public Works' Expanded Public Works Programme which is aimed at alleviating poverty through the creation of temporary employment opportunities using labour intensive methodologies and practices where possible, the Employer is seeking to increase the intensity of labour, as appropriate, in all of its infrastructure sector projects.

It is a requirement of this contract, therefore, that the work be executed in such a manner so as to maximise the use of labour intensive construction methods in order to provide low and semi-skilled temporary employment opportunities.

To this end, a minimum targeted labour contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied. The Contractor is required to provide all skills training where necessary, so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of training shall be included in the rates for the various work activities.

The specified minimum targeted labour contract participation goal (CPGL) is

0%

The minimum CPGL is such that the Contractor will have to carry out some of the work that would normally have been undertaken using mechanised construction methods, by using labour intensive construction methods instead. It is left to the discretion of the Contractor to identify suitable work activities for the intensification of labour. The Contractor shall, within 5 working days of being requested in writing by the Employer's Agent to do so, submit details of his/her plan to achieve the minimum CPGL.

3.5.2.2 Definitions

For the purposes of the requirements in respect of the participation of targeted labour, the following definitions shall apply:

“**Target area**” means the geographical area shown on plan in Part C4: Site Information

“**Targeted labour contract participation goal (CPGL)**” means the sum of the wages (excluding any benefits), for which the Contractor, or any of his/her sub-contractors contracts targeted labour in the performance of the contract, expressed as a percentage of the value of the contract.

“**Targeted labour**” means low and semi-skilled individuals, whose wages (excluding any benefits) do not exceed the threshold value, who reside in the target area, that are employed by the Contractor, or any of his/her sub-contractors, in the performance of the contract.

“**Threshold value**” is R350.00 per day as adjusted from time to time (excluding any benefits). The threshold value is not to be confused with any industry sector minimum wage determined in accordance with the Basic Conditions of Employment Act, 75 of 1977.

“**Value of the contract**” means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

3.5.2.3 The selection and recruitment of targeted labour

Where targeted labour is to be drawn from specific local communities (defined in terms of the target area), such labour shall be identified using the relevant Sub-Council Job-Seekers Database. The Contractor shall request, via a Community Liaison Officer (if required in terms of the contract), a list of suitable candidates from the database, from which the Contractor shall make his/her final selection. The contractor shall enter into written contracts of temporary employment with all targeted labour.

Any difficulty experienced by the Contractor in identifying candidates through the Job-Seekers Database, or as regards any matter relating to the employment of targeted labour, shall be immediately referred to the Employer's Agent.

3.5.2.4 Contract participation goal credits

Credits towards the achieving the minimum CPG_L shall be granted by converting the total monetary value of wages paid to targeted labour (including that of sub-contractors) to a percentage of the value of the contract. No credits shall be accorded should the contractor/sub-contractor fail to enter into written contracts with the targeted labour. Furthermore, no credits shall be accorded in respect of targeted labour employed on work in respect of provisional sums or prime cost items. Such labour shall nevertheless be recorded on the Project Labour Report which is required to be furnished by the Contractor.

3.5.2.5 Training of targeted labour

The Contractor is required to provide all informal (on-the-job) skills training so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of informal training shall be included in the rates for the various work activities.

3.5.2.6 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted labour contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPG}_L^S - \text{CPG}_L^A) \times P^*$$

Where CPG_L^S = the specified minimum targeted labour contract participation goal (expressed as a percentage).

CPG_L^A = the targeted labour contract participation goal achieved (expressed as a percentage).

P* = the value of the contract.

3.5.3. COMMUNITY LIAISON OFFICER

[Not Applicable to this tender]

3.5.4. PARTICIPATION OF TARGETED ENTERPRISES

3.5.4.1 Minimum targeted enterprises contract participation goal

Not Applicable to this tender.

3.5.5. ENVIRONMENTAL MANAGEMENT PROGRAMME

Not Applicable.

3.5.6. HEALTH AND SAFETY

The Health and Safety Specification is included in this tender specifications

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 66Q/2022/23

**EXHAUST STACKS REFURBISHMENT, CORROSION PROTECTION OF THE STEEL STRUCTURE,
REPLACEMENT OF THE THERMAL AND ACOUSTIC INSULATION MATERIAL FOR ROGGEBBAI GAS
TURBINES EXHAUST**

C3.6 Annexes

CONTENTS

Annex 1: Monthly Project Labour Report

Annex 2: B-BBEE Sub-Contract Expenditure Report

Annex 3: Joint Venture Expenditure Report

Annex 4: Targeted Labour Contract Participation Expenditure Report

Annex 5: Targeted Enterprises Contract Participation Expenditure Report

ANNEX 1

**CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT**



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

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

Project Details

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

Beneficiary Details and Work Information

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

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

Submission of Forms

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

PROJECT DETAILS

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

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)										
DIRECTORATE:		DEPARTMENT:										
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:										
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL WORK									
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")												
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR

ACTUAL START DATE (yyyy/mm/dd)						ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)					
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)											
R											

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION



CONTRACT OR WORKS PROJECT NUMBER:
--

Year	Month

Sheet		
1	of	

	(8)	(8)	(8)	(9)			(10)		(11)	(12)	(13)	(14)
No.	First name	Surname	ID number	New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	Job seeker database (Y/N)	Contract start date (DDMMYY)	Contract end date (DDMMYY)	No. days worked this month (excl. training)	Training days	Rate of pay per day (R - c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

0 0 R -

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

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

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO.

Value of the contract (as defined in the Preference Schedule) (P*) R

B-BBEE Status Level of Prime Contractor

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

¹Documentary evidence to be provided

Total: R
Expressed as a percentage of P* %

Signatures

Declared by Contractor to be true and correct:

Date:

Verified by Engineer/ Engineer's Agent's Representative:

Date:

ANNEX 3

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR:

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO.

Value of the contract (as defined in the Preference Schedule) (P*)	R	B-BBEE Status Level of Joint Venture	
--	---	--------------------------------------	--

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

¹Documentary evidence to be provided

Signatures

Declared by Contractor to be true and correct: _____

Date:

Verified by Engineer/ Engineer's Representative:

Date:

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CITY OF CAPE TOWN

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TURBINES EXHAUST**

C4 Site Information

LOCATION OF THE WORKS

Roggebaai Power Station
Corner of Nelson Mandela Boulevard and Coen Steytler Avenue
Foreshore
Cape Town.