


TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8 Page 1 of 231

TENDER NO: 32S/2021/22 TENDER DESCRIPTION: MECHANICAL MAINTENANCE FOR TMG AQUIFER WELLFIELDS CONTRACT PERIOD: COMMENCEMENT DATE (NOT BEFORE 1 JULY 2022) UNTIL 30 JUNE 2025
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VOLUME 3: DRAFT CONTRACT

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	
Alternative Offer (see clause 2.2.11.1)	

VOLUME 3: DRAFT CONTRACT (7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the

contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

3.5 The supplier shall:

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

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

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

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

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

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

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

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

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

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

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

3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.

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

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

3.6 The purchaser shall:

3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.

3.6.2 Make payment to the **supplier** for the goods as set out herein.

3.6.3 Take possession of the goods upon delivery by the supplier.

3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.

3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.

3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.

- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

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

- 5.6 **Publicity and publication**
The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.
- 5.8 **Intellectual Property**
- 5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 5.8.2 The supplier 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.
- 5.8.3 The supplier shall, and warrants that it shall:
- 5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
- 5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
- 5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
- 5.8.3.4 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 supplier from time to time;
- 5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;
- unless the Employer expressly agrees thereto in writing after obtaining due internal authority.
- 5.8.4 The supplier 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 supplier of any third party's Intellectual Property rights.

- 5.8.5 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 supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

Delete clause 7.1 and replace with the following:

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

The Guarantee Sum shall be equal to R 1 200 000 [One million two hundred thousand rand].

Delete clause 7.3 and replace with the following:

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

Delete clause 7.4 and replace with the following:

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.
- 10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
- i. Public liability insurances, in the name of the supplier, covering the supplier and the purchaser

against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;

- ii. Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- iii. Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

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

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

14. Spare Parts

Add the following after Clause 14.1

- 14.2 If applicable, the spare parts to be supplied under this contract will be listed in section (13) SPECIFICATION(S).

- 14.3 The Purchaser also prefer to free issue spare parts as described in (13) SPECIFICATION(S).

15. Warranty

Add to Clause 15.2:

- 15.2 This warranty for this contract shall remain valid for **twelve (12) months** after the goods have been delivered.

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

- 16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on **Proforma Advanced Payment Guarantee** and only once the authenticity of such guarantee has been verified by the City's Treasury Department.

17. Prices

Add the following after clause 17.1

17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

17.3 If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment as detailed in Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation.

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

17.5.1 Adjustment for variations in rates of exchange:

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

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

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

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

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

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

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

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

17.53.2 Adjustment for variations in customs surcharge and customs duty

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

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if the were the acts, defaults or negligence of the supplier.

20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier’s performance

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

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

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of goods from a national department,

provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be R1 000 per day up to a maximum of 10% of the purchase order value for any delay to the agreed timelines specified in the works project agreement, which significantly reduced the wellfield production or caused the wellfield to shut down.

22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relating to breaches of the conditions upon which preference points were awarded.

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

23.8.2 The parties by mutual agreement terminate the contract.

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

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

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

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

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

- i. personal injury or loss of life to any individual;
- ii. loss of or damage to property;

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

- 32.4 The **VAT registration** number of the City of Cape Town is **4500193497**.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

36. Procedure for the selection of sub-contractors/suppliers.

- 36.1 Where monetary allowances for provisional sums or prime cost items have been provided in the Bills of Quantities in the Works Project contract document, 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.2.3.10.3 of the Tender Data. The Contractor must satisfy him/herself 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 Clause 20 of the General Conditions of Contract and as amended in the Special Conditions of Contract.

(8) GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.

5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance Security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in the SCC.
- 10.2 Documents to be submitted by the supplier are specified in the SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured, in a freely convertible currency, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:
- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices tendered by the supplier in his bid, with the exception of any price adjustments authorized in the SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime interest rate, calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- a. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - b. if the supplier fails to perform any other obligation(s) under the contract; or
 - c. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall, on demand, be paid forthwith by the contractor to the State, or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he or she delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him or her.

25. Force majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

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

27.2 If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- a. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- b. the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:

- 1 the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- 2 the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable Law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in the SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY

FORM OF GUARANTEE / PERFORMANCE SECURITY

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

"Contract Sum" means: Not applicable

Amount in words: Not applicable

"Guaranteed Sum" means: The maximum amount of R 1 200 000

Amount in words: One million two hundred thousand rand

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no 32S/2021/22 and such amendments or additions to the contract as may be agreed in writing between the parties.

PERFORMANCE GUARANTEE

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

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

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 07 February 2020) 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:

Bryte Insurance Co. (Previously Zurich Insurance Co.)
Coface SA
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Corporation of Africa
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Infiniti Insurance Limited
Lombard Insurance
New National Assurance Co.
PSG Konsult Ltd (Previously Absa Insurance)
Regent Insurance Co.
Renesa Insurance Company Ltd.
Santam Limited

(10) FORM OF ADVANCE PAYMENT GUARANTEE

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

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

Amount in words:

"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 in respect of which an advance payment prior to manufacture is required, which the City of Cape Town 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 amount of R

Amount in words:

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 termination of the Contract or the date of payment in full of the Guaranteed Advance 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 City of Cape Town the sum advanced to the Supplier upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the City of Cape Town to the Supplier stating that payment of a sum advanced by the City of Cape Town has not been repaid by the Supplier in terms of the Contract ("default") and failing such payment within seven (7) calendar days, the City of Cape Town intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the City of Cape Town to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum advanced has still not been repaid by the Supplier.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the City of Cape Town the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the City of Cape Town to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Supplier'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 Supplier 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.
- 9. The City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment 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 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.
- 12. 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.
- 13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

(10.1) ADVANCE PAYMENT SCHEDULE

This Advance Payment Schedule is to be read in conjunction with clause 16.6 in the SCC. The purpose of this schedule is to itemise specific plant and materials for which the CCT is prepared to make advance payment to the supplier, subject to the conditions below.

The items of plant and materials which have been identified by the CCT 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 CCT.

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

Conditions:

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

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

..... ,
(Supplier/Mandatory/Company/CC Name)

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

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

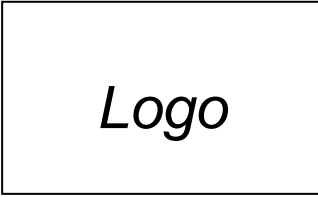
Mandatory

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

Witness

for and on behalf of
City of Cape Town

(12) INSURANCE BROKER'S WARRANTY (PRO FORMA)



Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 32S/2021/22

TENDER DESCRIPTION: MECHANICAL MAINTENANCE FOR TMG AQUIFER WELLFIELDS

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)

13.1 SCOPE OF WORKS

13.1.1 Background

The wellfields abstracting from the Table Mountain Group (TMG) Aquifer form a strategic component to the City of Cape Town's water supply infrastructure. Three regions have been identified within a radius of 150km from the City Centre for the drilling of production boreholes to provide water to the City. A high standard of design, materials, workmanship, testing and performance is required in this Contract.

City of Cape Town intends to appoint a contractor for a period of up to 3 years to be responsible for the maintenance on the TMG Aquifer wellfields. It is anticipated that the Steenbras wellfield will become fully operational by June 2021, with the development of the Nuweberg wellfield currently underway with a likely completion date by early 2024.

The newly constructed Steenbras wellfield consists of 12 borehole pump stations and approximately 12 km of HDPE (below ground) and steel (above ground) pipelines (DN 160 up to and including DN 560). The Nuweberg wellfield is likely to comprise 12 borehole pump stations and approximately 18 km of HDPE pipelines (DN 160 up to DN 560). Once the commissioning of the Nuweberg scheme have been completed by others, the Contractor shall also become responsible for the maintenance of the Nuweberg wellfield.

The water from the Steenbras boreholes is currently discharging directly into the Steenbras Upper Dam, but will in future be pumped to a water treatment work near the Steenbras Catchment Management offices where the water will be treated before it is released into the Upper Steenbras Dam.

The Steenbras wellfield is situated within the Steenbras Nature Reserve, which is an area with high ecological value and environmentally very sensitive. The Contractor is requested to pay special attention to the environmental requirements stipulated in the EMPr included in this document.

Layout drawings of the Steenbras and Nuweberg schemes are provided as part of the Site Information.

13.1.2 Work to be performed by Contractor

The Contractor shall be responsible for the mechanical maintenance of all the borehole equipment inside the pump room of the pump station building. It excludes the electrical equipment in the electrical rooms. The equipment requiring maintenance will typically include the following:

- a) Borehole pump
- b) Riser pipes
- c) Shafts and couplings
- d) Pump pedestal, pulley and V-belts
- e) Electrical motor
- f) Discharge pipework
- g) Isolating, control, air and non-return valves
- h) Water meters and calibration thereof
- i) Electronic instrumentation in pump room
- j) Ventilation equipment
- k) Alarm system and security lighting
- l) Minor civil works related to the pump station building

The Contractor may also be called upon to assist with the maintenance of all mechanical elements on the bulk pipelines between the borehole pump stations and water treatment works and will typically include:

- a) Repair of DN 160 to DN 560 HDPE pipes, with special reference to HDPE welding repairs.
- b) Maintenance of air valves and scour valve
- c) Maintenance of isolating valves and non-return valves

The Contractor may also be called upon for control system optimization or ad-hoc intervention relating to the SCADA, PLC and network infrastructure. Ad-hoc services may include standard or urgent call-outs.

It is not a requirement for the Contractor to have a person fulltime on site, however prompt response as per the Specification is important.

The Contractor shall perform his work in terms of the following procedure as described in more detail in Clauses 13.2 to 13.5:

- a) Monthly Routine Inspections: Regular visual inspection of the pump stations and minor maintenance, if required.
- b) Routine Maintenance: Major and Hand-over maintenance as described in the O&M manuals of the scheme summarized in the Maintenance Schedule shown in Site Information.
- c) Standard Call-outs: An instruction from the Employer to perform a specific task or tasks within an agreed timeframe, but generally not considered urgent in nature.
- d) Urgent Call-outs: An instruction from the Employer to perform a specific task or tasks in the event of an urgent maintenance requirement.

13.1.3 The Employer's responsibilities

The Employer's responsibilities are as follow:

- a) Operation and management of the borehole system.
- b) Monitoring, collection and interpretation of maintenance related data.
- c) Instruct the Contractor to perform maintenance tasks in accordance with the Call-out procedures.
- d) Maintain all electrical and power supply related works.
- e) Maintain building related works and site maintenance in and around the pump stations including security and access.
- f) Maintain Control & Instrumentation and Telemetry related work.
- g) Maintenance to access roads leading to pump stations and roads along pipeline routes.
- h) Maintain building or civil related work on pipeline structures.
- i) Monitor the pipeline for pipe bursts and repair of leaks.
- j) Shut down the scheme to prevent water damage to third party property.

13.1.4 APPLICABLE SPECIFICATIONS

In addition to the Specifications contained in this document, the Contractor shall take cognisance of the specifications contained in Contract 148Q/2017/18 and the requirement of the O&M manuals prepared under Contract 148Q/2017/18. Copies of Contract 148Q/2017/18 and the O&M manuals are included under the Site Information.

13.1.5 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS

No alterations, additions, extension and modifications to the existing Works will be required under this Contract, unless specifically instructed so by the City of Cape Town.

No design will be required under this contract. The works will be serviced, repaired, maintained and refurbished based on the existing design and the requirements of the equipment manufacturers.

Deviation from original equipment and parts may only be done on written approval of the Employer and proof of compliance to design and quality requirements may be requested.

13.1.6 UNIFORMITY

All items of the same type of equipment shall where possible be of the same make and type throughout the installation to ensure performance, quality, interchangeability and uniformity. Parts and pieces of equipment belonging logically together shall be from the same supplier.

All work shall be performed to the same standards and quality as the installed equipment.

13.1.7 STATUS

Should any requirement or provision in the parts of the Specification conflict with any requirement of the Standard or Special Conditions of Contract, the order of precedence, unless otherwise specified is:

Special Conditions of Contract
Standard Conditions of Contract

Specifications

13.2 ROUTINE INSPECTIONS

A Routine Inspection is defined as a compulsory inspection including Minor Maintenance of all the borehole pump stations to be performed by the Contractor. If a serious defect is noticed during the Routine Inspection the defect shall be rectified by means of an Urgent Callout (Contractor obtain verbal permission from the Employer to rectify the defect while on site. Also refer to Clause 13.5). Other minor defects noticed during the Routine Inspections shall be rectified by means of a Standard Callout.

13.2.1 Inspection Procedure

The Contractor shall perform monthly inspections or on a frequency as instructed by the Employer, of the borehole system. During these inspections the Contractor shall also perform the duties as prescribed in the Maintenance Schedule of the O&M Manual as Minor Maintenance. The Routine Inspection shall be performed as follows:

Visit each borehole site and visually inspect the mechanical installation / pump site and report any abnormalities, e.g:

- a) Pumping equipment not functional.
- b) Visible water leaks on the installation.
- c) Excessive vibrations of pumping equipment or pipework.
- d) Uncommon noises originating from the pumping equipment or electrical switchgear.
- e) Faulty or malfunctioning equipment, e.g. pressure gauges, flow meters, control instrumentation, etc.
- f) Non-functional lighting.
- g) Damage to buildings, e.g. roof, brickwork, handrailing, etc.
- h) Damage to security, e.g. pepper gas and access doors.
- i) Non-functional alarm system.
- j) Damage to access roads and stormwater infrastructure.

The Contractor's Agent shall report to the TMG Office at Steenbras before commencing the inspection. All the sites are protected by alarm systems. The Contractor will therefore have to prearrange access to the sites. On completion of the inspections the Contractor shall again report to the TMG Office and verbally report any abnormalities to the Employer.

The Routine Inspection shall be within the first week of the month unless otherwise agreed with the Employer..

Within 48 hours after the inspection the Contractor shall submit a written report of his findings to the Employer. The report shall be in a format preapproved by the Employer and shall contain photos of the sites as required.

13.2.2 Measurement and Payment

Payment will be monthly as per the approved payment certificate. Routine inspections for the Steenbras and Nuweberg borehole schemes will be separately measured and paid.

13.3 ROUTINE MAINTENANCE

The Routine Maintenance is defined as the maintenance requirements described in the O&M manuals of the scheme. The Contractor shall perform the maintenance strictly according to the requirements of the O&M manuals and the applicable specifications.

13.3.1 Routine Maintenance Procedure

Routine Maintenance will comprises of the following:

- a) Maintenance activities as per the O&M manuals (refer to Site Information) of the schemes and as summarized under Site Information. The maintenance activities are divided into three categories, namely:
 - i) Minor service
 - ii) Major service
 - ii) Hand-over service
- b) Yearly calibration of all Water Meters.
- c) In collaboration with the Employer run pumps that were not operational for more than a month for at least 15 minutes.
- d) Complete dismantling of the pumping installation at the end of the Maintenance Contract. All wearing parts will be replaced as per the O&M manual or as approved by the Employer.

The Contractor shall notify the Employer 30 days in advance of a planned Routine Maintenance activity and shall agreed on a work schedule and access to site with the Employer stating dates of access and duration of access to the site.

The maintenance team of the Contractor shall report to the TMG Office at Steenbras at the start of each day before commencing the routine maintenance activity.

Within 72 hours after the Routine Maintenance have been completed, the Contractor shall submit a written report of his findings to the Employer. The report shall be in a format preapproved by the Employer and shall contain photos of the sites and pipeline routes as required.

13.3.2 Measurement and Payment

Measurement and payment will be strictly according to the rates provided in the Price Schedule. Payment will be monthly as per the approved Payment Certificate. Routine Maintenance for the Steenbras and Nuweberg borehole schemes will be separately measured and paid.

Separate payment will be scheduled for Major and Hand-over maintenance.

13.4 STANDARD CALLOUT

A Standard Callout will be defined as: An instruction from the Employer to the Contractor to perform a specific maintenance task or tasks. The maintenance task will typically originate from the Routine Inspections, an alert from monitoring instrumentation or any other event e.g. less serious leaks or pump failures, etc. The instructions will be issued as and when required by the Employer and will be in the form of a Works Project.

13.4.1 Inspection Procedure

A Standard Callout procedure shall comprise of the following:

- a) The Employer shall notify the Contractor of the need for a Standard Callout and provide details of the task or tasks to be performed.
- b) The Contractor shall visit the specific site location within 48 hours after having received the Standard Callout request.
- c) The Contractor shall prepare Work Project / Quotation and submit to the Employer for approval within 7 days from the callout.
- d) On approval of the Works Project by the Employer the Contractor shall start to execute the work within 7 days of receipt of the purchase order.
- e) The Employer reserves the right to supply (free issue) any material or equipment that might be required to execute the work.
- f) The work shall be completed according to the approved programme as agreed upon in the Works Project.
- g) The standard penalty for non-performance (See Clause 22 in the Special Conditions of Contract) will apply if the Contractor unreasonably delayed the work and did not adhere to the timeframes given above.

The maintenance team of the Contractor shall report to the TMG Office at Steenbras before commencing the routine maintenance activity on a daily basis.

13.4.2 Works Project

The Contractor shall prepare a Works Project for the work to be executed under a Standard Callout procedure. The Works Project shall contain an itemized list of all the work to be done under the Standard Callout as per the Price Schedule in the Contract Document.

The Contractor shall be responsible for determining the sequence of the tasks per Works Project, and shall be captured in a works program / schedule with detailed tasks and durations which shall be subject to the approval of the Employer.

If the Price Schedule in the Contract Document does not have an applicable item for the work to be executed, the Contractor shall obtain at least three quotations for the work to be done in terms of the Employer's supply chain requirements and include the lowest quotation in the Works Project. Copies of the quotations shall be submitted with the Works Project.

On approval of the Works Project and having issued a Purchase Order by the Employer, the Contractor shall start with the execution of the work within 7 days. On completion of the Works Project the Employer shall sign the Works Project off as completed. Also see Clause 13.41 for the handing over procedure.

Within 72 hours after the completion of the work done under the Standard Callout the Contractor shall submit a written report of his findings and work done to the Employer. The report shall be in a format preapproved by the Employer and shall contain photos of the pump station sites and pipeline routes as required.

13.4.3 Measurement and Payment

The Contractor will be measured and paid according to the approved and signed off Works Project and the Purchase Order.

Quotations will be obtained for items in the Works Project that are not in the Price Schedule of this Contract Document. Also refer to Clause 13.18 for the quotation procedure. Payment will be monthly as per the approved Payment Certificate.

13.5 URGENT CALLOUT

An Urgent Callout will be defined as an instruction from the the Employer to the Contractor to perform an urgent task or tasks. An Urgent Callout will typically originate from a serious pipe burst or pump failure, if a standby pump is not available or if a defect is noticed during a Routine Inspection that requires immediate intervention, e.g. to prevent damage to the environment or adjacent properties.

13.5.1 Procedure

An Urgent Callout procedure shall comprise of the following:

- a) The Employer issue an Urgent Callout instruction to the Contractor. The instruction can also be verbal, but shall be confirmed in writing within 6 hours after the verbal Urgent Callout instruction.
- b) The Contractor shall only perform work for which there are rates in the Price Schedule (not Provisional Sums).
- c) After an Urgent Callout, the Contractor shall be on site within 12 hours to assess the work to be done and verbally agree his plan of action with the Employer.
- d) The repair work shall commence immediately after the verbal agreement with the responsible person of the Employer and shall be completed within the agreed timeframe, which should generally not exceed 5 days.
- e) If it is impossible to complete the work within 5 days, the Contractor shall inform the Employer immediately after his assessment, in which case the Employer has the right to cancel the Urgent Callout instruction. The Employer shall then consider whether to call on his own maintenance teams to perform the work, to lengthen the completion period of the work, or to change the call-out to a Standard Callout.
- f) All the parts/equipment required for the repair will be supplied by the Employer e.g. pipes, couplings, swithches, sensors, etc. unless otherwise agreed with the Employer.
- g) The Contractor shall provide all the necessary plant and labour to perform the repair.
- h) The Contractor is obliged to minimize damages and the Employer's liabilities.
- i) The standard penalty for non-performance (See Clause 22 of the Special Conditions of Contract) will apply if the the Contractor unreasonably delayed the work and did not adhere to the timeframes given above.

The maintenance team of the Contractor shall report to the TMG Office at Steenbras before commencing the Urgent Callout maintenance event on a daily basis.

Within 48 hours after completion of the work the Contractor shall submit a written report of his findings to the Employer. The report shall be in a format preapproved by the Employer and shall contain photos of the sites and pipeline routes as required.

13.5.2 Measurement and Payment

Urgent Callouts for the Steenbras and Nuweberg borehole schemes will be separately measured and paid.

The Contractor shall be paid for Urgent Callout work under the provisions set out in the Price Schedule and at the rates and/or prices stated therein. In the absence of items not included in the Price Schedule, the Contractor shall be paid the aggregate of:

- a) The gross remuneration of the workmen, and of any foremen, for the time they are actually engaged in the work concerned,
- b) The net cost of the materials actually used,
- c) The percentage allowances stated in the Price Schedule Provisional Sum, which allowances shall be held to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools, and
- d) The use of Construction Equipment shall be charged and paid for on a time basis at the rates stated in the Price Schedule, failing which, at rates to be agreed between the Contractor and the Employer or, failing agreement, to be determined by the Employer on the basis of ruling plant hire rates.

If required by the Employer, the Contractor shall, before ordering material, submit to the Employer quotations for the same material for his approval, which approval shall not be unreasonably withheld, and shall submit to him such receipts or other vouchers as proof for the amounts paid.

The Contractor shall, during the continuance of all work executed on an Urgent Callout work basis, deliver each day to the Employer or the Employer's Representative a list of the exact occupation and time of all workmen and foremen employed on such work and a statement showing the description and quantity of all materials and Construction Equipment used therefor (other than tools the cost of which is covered by the percentage addition in accordance with the Price Schedule in terms of which payment for work is made). If correct and agreed upon by the Employer or the Employer's Representative and the Contractor, the Employer shall sign the copies of each list and statement and return such copies to the Contractor within one working day of the carrying out of the work.

For the purpose of each monthly Payment Certificate, the Contractor shall deliver to the Employer a priced statement of the labour, materials and Construction Equipment used and the Contractor shall not be entitled to any payment for the work concerned unless and until such statement has been properly rendered and supported by one copy of each of the signed lists and statements.

In the event that an Urgent Callout is changed to a Standard Callout or canceled, the Contractor will be paid for all the work done up to the change or cancellation date under the requirements of an Urgent Callout.

13.6 WORKSHOP AND SITE FACILITIES

The Contractor shall provide a fully equipped workshop and site facilities during site work as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing machinery, offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and waste disposal. The Contractor shall also be responsible for the maintenance of these facilities.

The minimum requirements for the Workshop are:

- i) 3 ton lifting equipment with sufficient height to load and offload pump dimensions of typically 2m high.
- ii) 3m lathe c/w tools
- iii) Milling Machine c/w tools
- iv) Work bench
- v) Welding equipment.
- vi) Wash-bay / cleaning facility
- vii) Hydraulic press
- viii) 3 phase power supply

The workshop will be inspected for compliance and suitability and the Employer will have to do ad-hoc and specific routine inspections as part of the works and during certain hold points.

The Contractor shall submit a plan of where equipment will be stored prior to the stripping process. The plan shall indicate protection against inclement weather and access by third parties. The forming of condensation or ingress of moisture shall be prevented during storage.

The area shall have a concrete floor and equipment shall be stored on the floor on wooden pallets or rubber mats. Where applicable, spares shall be kept on shelves.

Components belonging to the same module shall be stored next to the module.

The Contractor will be entirely responsible for the safe custody, storage and transportation of equipment and materials from the time and day the equipment or materials are removed or received by the Contractor until returned and installed on site.

13.6.1 Workshop Location

The Contractor shall provide his own workshop facilities off site. The Employer shall not be responsible to provide land for workshop facilities.

The workshop shall be located close enough to the site to ensure the Contractor can respond to the timeframes given in the Specifications. The Employer reserves the right to demand that the workshop be located closer to the site if the timeframes are not met.

13.6.2 Site Facilities

During site work required by Routine Maintenance, Standard Callouts or Urgent Callouts the Contractor shall be responsible to provide the facilities as described above under Clause 13.6. The Employer is not responsible to provide any of the facilities described.

Other than security personnel nobody will be allowed to overnight on the site. The Contractor shall be responsible to transport his personnel to site on a daily basis.

After completion of a Routine Maintenance or Callout activity and/or completion of the Contract the Contractor shall be responsible for removal of the facilities on site and cleaning-up of the site of the Contractor's establishment and reinstatement to not less than its original condition.

13.7 ACCESS TO WORKS BY EMPLOYER

The Employer, the Employer's Agent/Representative and any person authorised by either of them shall, during working hours, have access to the Works and to the Site and to all workshops and places where work is being prepared or where Plant, materials, manufactured articles and machinery are being manufactured or obtained for the Works, to inspect, examine and test such Plant, materials and workmanship and verify progress in accordance with the programme. The Contractor shall be responsible to arranging such access to all the facilities.

13.8 ACCESS TO SITE

The Contractor shall be deemed to have been satisfied, at the commencement date, as to the suitability and availability of the access routes to the Site. The Contractor shall take all necessary measures to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These measures shall include the proper use of appropriate vehicles (conforming to legal load and width limits (if any) and any other restrictions) and routes.

Except as otherwise stated in the Contract:

- (a) the Contractor shall (as between the Parties) be responsible for repair of any damage caused to, and any maintenance which may be required for the Contractor's use of, access routes;
- (b) if required, the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permissions or permits which may be required from the relevant authorities, for the Contractor's use of routes, signs and directions;
- (c) the Employer shall not be responsible for any third party claims which may arise from the Contractor's use or otherwise of any access route;
- (d) the Employer does not guarantee the suitability or availability of particular access routes; and
- (e) all Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.

To the extent that non-suitability or non-availability of an access route arises as a result of changes to that access route by the Employer or a third party after the commencement date, and as a result the Contractor suffers delay and/or incurs Cost, the Contractor shall be entitled payment and/or extension of time.

The Contractor shall not operate outside the "allowable areas" or construction area as defined in the EMPR and will be held responsible for any damage or nuisance caused by himself, his plant, vehicles or staff throughout the period of the Contract.

On completion of operations the Contractor shall restore the ground surface, wherever it may have been disturbed,

to its original condition by filling in all ruts with material similar to the material within the rut and levelling the ground and, where necessary, planting grass and shrubs as may be required. Any boundary fences which have been removed or damaged by his operations and activities shall be repaired and/or reinstated at the Contractor's expense. Ground restoration must include proper placement of topsoil profile.

13.9 INSTRUMENTATION AND EQUIPMENT CALIBRATION/VERIFIED

The following elements/equipment of the scheme shall be calibrated on a yearly basis:

- a) Water meters (Verified not calibrated)
- b) Level/Transducer sensors
- c) Water quality sensors
- d) Conductivity and pH sensors
- e) Pressure Transducer/Transmitters

13.10 HDPE PIPE BUTT-WELDING

The Contractor shall be required to assist the Employer with repairs of steel and HDPE pipes.

Where HDPE pipes are to be repaired, the Contractor shall appointed a welder certified in terms of SANS 10269 with all butt-welds undertaken in terms of SANS 10268.

13.11 CONTROL SYSTEM SOFTWARE PROGRAMMING

Control system optimization task will be defined as: An instruction from the Employer to the Contractor to perform configuration or software changes to the existing SCADA, Reporting, HMI, Security and/or PLC systems. The optimization tasks will typically originate from the Employer to improve the functionality of the current system. The instructions will be issued as and when required by the Employer and will be in the form of a Works Project.

The installed control system software is listed below:

- SCADA: Adroit SmartUI
- Reporting: MS SQL with Grafana
- PLC: Schneider Electric Control Expert (Unity Pro)
- HMI: Schneider Electric Operator Expert
- Security: Axis Milestone and HikVision

13.11.1 Control Software Optimization Procedure

The Software optimization procedure shall comprise of the following:

- a) The Employer shall submit a scope of work instruction of the required improvements and optimizations to the Contractor for evaluations.
- b) The Contractor shall prepare Works Project in terms of Clause 5.2 and submit to the Employer for approval within 7 days from the request.
- c) On approval of the Works Package by the Employer the Contractor shall start to execute the work within 7 days.
- d) the Employer reserves the right to supply (free issue) any material or equipment that might be necessary to execute the work.
- e) The work shall be completed according to the approved programme as agreed upon in the Works Project.
- f) The standard penalty for non-performance (See Clause 22 of the Special Conditions of Contract) will apply if the Contractor unreasonably delayed the work and did not adhere to the timeframes given above.

The Contractor shall be responsible for updating the as-built documentation including the Functional Design Specification (FDS) and drawings.

The System Integrator of the Contractor shall report to the TMG Office at Steenbras before commencing the software changes. The Contractor shall arrange in advance for plant outages if the intended work can't be done online and require the equipment to be stopped.

13.11.2 Works Project

The Contractor shall prepare a Works Project for the work to be executed under the Control system software procedure. The Works Project shall contain an itemized list of all the work to be done under the Control System

optimization task as per the Price Schedule in the Contract Document and in the same format.

The Contractor shall be responsible for determining the sequence of the tasks per Works Project, and shall be captured in a works program / schedule with detailed tasks and durations which shall be subject to the approval of the Employer.

If the Price Schedule in the Contract Document does not have an applicable item for the work to be executed, the Contractor shall obtain at least three quotations for the work to be done in terms for the Employer's SCM Policy and include the lowest quotation in the Works Project. Copies of the quotations shall be submitted with the Works Project.

On approval of the Works Project and having issued a Purchase Order by the Employer, the Contractor shall start with the execution of the work within 7 days. On completion of the Works Project the Employer shall sign the Works Project off as completed. Also see Clause 13.41 for handing over procedure.

Within 72 hours after the completion of the work done under the Optimization task the Contractor shall submit a written report of his findings and work done to the Employer. The report shall be in a format preapproved by the Employer and shall contain photos of the pump station sites and pipeline routes as required.

13.11.3 Measurement and Payment

The work will be measured and paid according to the approved and signed off Works Project and the Purchase Order.

Quotations will be obtained for items in the Works Project that are not in the Price Schedule of this Contract Document. Also refer to Clause 13.18 for the quotation procedure. Payment will be monthly as per the approved Payment Certificate.

13.12 CONTROL SYSTEM MONTHLY HEALTH REPORT

Control system monthly health reporting will be defined as: An instruction from the Employer to the Contractor to perform a systematic health assessment of the SCADA, reporting and security systems. The control system health assessment shall include archiving and/or backups of system software and data.

The following systems and software shall be included in the system health assessment:

- Servers hardware status (i.e memory and HDD usage)
- Servers operating system (OS) maintenance including rolling out updates.
- Servers anti-virus software review and updates.
- Communication network equipment health.
- SCADA software health and updates including alarms review or disabled equipment.
- Reporting maintenance and archiving.
- Security system software alarms and status

13.12.1 Control System Health Assessment Procedure

The control system health assessment shall not influence the wellfields operations. The control system healthy assessment procedure shall comprise of the following:

- a) The Contractor shall collaborate with the Employer before accessing the control system on site or remotely through the secure VPN connection.
- b) The Contractor shall request approval from the Employer to roll-out any OS or software updates. Any software updates that require a system restarts shall be planned to avoid operational disruptions.
- c) The Contractor shall maintain the data archiving regime and create backups as required.
- d) The Contractor shall download the SCADA software events and alarm reports to include in the monthly reporting as well as providing a summary on frequency and repeating events/alarms.
- e) The Contractor shall develop a report that is colour coded for ease of referencing.

13.12.2 Measurement and Payment

Measurement and payment will be strictly according to the rates provided in the Price Schedule. Payment will be monthly as per the approved Payment Certificate. Control System health monthly reporting for the Steenbras and Nuweberg borehole schemes will be separately measured and paid.

13.13 CONTROL SYSTEM ANNUAL AUDIT

Control system annual audit will be defined as: An instruction from the Employer to the Contractor to perform an annual audit of the SCADA, reporting, security, HMI, PLC, pepper spray and UPS systems and submitting a full audit report.

The following systems shall be included in the annual audit:

- UPS including batteries
- Pepper spray
- PLC hardware and software
- HMI hardware and software
- Network switches and configuration
- SCADA hardware and software
- Security hardware and software

The audit report shall contain as a minimum the current state of equipment and software, summary of identified concerns/defects and conclusions with recommendations for the Employers consideration.

13.13.1 Control System Audit Procedure

The control system audit procedure shall comprise of the following:

- a) The Contractor shall submit a method statement to the Employer for approval before commencing with the site Audit.
- b) The Contractor shall submit a programme to the Employer for Approval. The programme shall clearly define which tasks are subject to plant outages required for hardware testing.
- c) The Contractor shall collaborate with the Employer before accessing the control system on site.
- d) The Contractor shall perform the audit in close collaboration with the wellfield operators.
- e) The Contractor shall include full load testing of the UPS and batteries
- f) No hardware, configuration changes or updates shall be performed as part of the audit.

The Contractor shall prepare and submit the Audit report within two (2) working weeks after the onsite work has been completed.

13.13.2 Measurement and Payment

Measurement and payment will be strictly according to the rates provided in the Price Schedule. Payment will be monthly as per the approved Payment Certificate. Control System annual audit for the Steenbras and Nuweberg borehole schemes will be separately measured and paid.

13.14 SPARE PARTS

The spare parts as listed in the Price Schedule shall be supplied by the Contractor on commencement of the Contract or the date agreed by the Employer. The items shall be kept in storage by the Employer and when needed by the Contractor, issued to the Contractor as described in Clause 13.13

The Employer shall, at the commencement of the Contract, confirm the list of spares available for use.

13.15 MATERIALS SUPPLIED BY THE EMPLOYER

Materials listed by the Employer as available spares shall not be procured by the Contractor, unless otherwise authorised by the Employer in writing. Requisitions for materials to be supplied by the Employer shall be submitted timeously by the Contractor in writing and shall be signed by the Contractor or his authorised representative.

The Contractor or his authorised representative shall, upon delivery of all such materials, sign a receipt therefore and having been accepted by the Contractor, such materials will, except only for such defects and deficiencies as may have been recorded by the Contractor in writing on the said receipt, be deemed to be in a sound and satisfactory condition and will then be deemed to be his sole responsibility, as if such materials had been supplied by the Contractor himself.

The onus shall be entirely on the Contractor to ensure that he accepts only sound materials from the Employer, and notwithstanding the supply of materials by the Employer, the Employer is authorised to reject as unsuitable

any such material on the Site of the Works which, in his opinion, is unsound, defective or in any way not in compliance with the specifications. The Contractor shall immediately remove such rejected materials from the Site of the Works and shall replace them at his own expense, with new and sound materials which are in accordance with the Specifications to the satisfaction of the Employer.

In the event of any circumstances arising which necessitate the replacement of any materials which were supplied by the Employer, the Contractor shall, unless otherwise instructed in writing by the Employer, obtain such replacement materials only from the Employer. In such circumstances, the Contractor shall be liable to and pay to the Employer, all costs incurred by the Employer in supplying such replacement materials, irrespective of whether the Contractor could have obtained the said replacement materials from another source at a lesser cost than the Employer.

The aforesaid shall always apply, provided that the Contractor will not be held liable for the costs of the replacement by the Employer of unsound materials which were not accepted by the Contractor as aforesaid.

13.16 PROTECTION OF THE ENVIRONMENT

The boreholes are situated in a pristine and very sensitive environment. The Contractor is requested to pay special attention to the environmental requirements as contained in the EMPr.

The Contractor shall take all necessary measures to;

- (a) protect the environment (both on and off the Site);
- (b) comply with the EMPr; and
- (c) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.

The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the values indicated in the Employer's Requirements nor those prescribed by applicable Laws.

If the Contractor deems it necessary to appoint a sub-consultant as Environmental Officer (EO), the cost thereof must be included in the rates tendered for the project.

13.17 TENDERED RATES

Except only where specific provision is made in the Specifications and/or the Price Schedule for separate compensation for any of these items, the Contractor's tendered rates under items in the Price Schedule shall collectively cover all charges for:

- a) risks, costs and obligations in terms of the Conditions of Contract and of this standardized specification;
- b) head-office and site overheads and supervision;
- c) profit and financing costs;
- d) expenses of a general nature not specifically related to any item or items of the permanent or temporary work;
- e) providing such facilities on Site and in the Workshop as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on completion of the works of these facilities and cleaning-up of the site of the Contractor's establishment and reinstatement to not less than its original condition.

13.18 FIXED AND TIME-RELATED ITEMS

All items will be paid on a monthly basis over the Contact Period, even if the expense might be fixed in nature. The Contractor shall made provision in his rates for this arrangement.

Fixed and time-related items will be made monthly in equal amounts, calculated by multiplying the rate tendered for the item by the running Contract period in months.

13.19 PROVISIONAL SUMS

Each Provisional Sum shall only be used, in whole or in part, in accordance with the Employer's instructions and in accordance with the procedure detailed under Clause 36 of the Special Conditions of Contract.

13.20 QUOTATION PROCEDURE

Where provisional sums are provided in respect of services, etc., these amounts may be omitted in part or in full should the services, etc. not be required. Where services are to be sub-contracted out by the Contractor, the procedure detailed under Clause 36 of the Special Conditions of Contract shall be applicable.

13.21 PAYMENT CERTIFICATE

With regard to all amounts that become due to the Contractor in respect of the matters set out in the clauses below, he shall deliver to the Employer a monthly statement (Payment Certificate) for payment of all amounts he considers to be due to him (in such form and on such date as may be agreed between the Contractor and the Employer, or failing agreement, as the Employer may require) and the Employer shall, by signed payment certificates issued to the Employer and the Contractor, certify the amount he considers to be due to the Contractor, taking into account the following:

- a) The estimated value of the Works executed and calculated in terms of the Contract up to the date of the Contractor's said statement;
- b) The amount for any other special items for which separate amounts are provided in the Price Schedule;
- c) Any other additional amounts which are due to the Contractor or the Employer;
- d) A deduction of the amount of all previous payments.
- e) A deduction for penalties imposed in terms of Clause 22 of the Special Conditions of Contract.
- f) Any sales tax or value added tax which the law requires the Employer to pay to the Contractor.

Standard Callouts will be paid separately per Purchase Order and will not form part of the monthly Payment Certificate.

13.22 ADHOC AND MAINTENANCE MEETINGS

The Contractor or his authorised agent will be required to attend regular maintenance or ad hoc meetings, which shall normally be held after a maintenance service event or on dates and at times determined by the Employer, but in any case whenever reasonably required by the Employer. Unless otherwise instructed by the Employer, such meetings shall be held at the Employer's offices on the site. At such monthly meetings, matters such as general progress on the works, quality of work, problems, claims, payments, safety and matters concerning the day-to-day running of the Contract shall be discussed.

13.23 METHOD OF MEASUREMENT, ALL SECTIONS OF THE PRICE SCHEDULE.

Except where otherwise specified in the Contract, all items in the schedule shall be measured as described in the Pricing Instructions of Section 5 (Price Schedule). The following additional payment clauses shall be applicable:

13.23.1 COMPLIANCE WITH OHS ACT, CONSTRUCTION REGULATIONS, 2003 AND OHS SPECIFICATION Unit: Month

The tendered rate shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2014 and OHS Specification) at all times for the full duration of the Contract. The successful tenderer shall provide the Employer with a complete breakdown of this tendered sum.

This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance.

13.23.2 ENVIRONMENTAL MANAGEMENT Unit: Month

The costs of whatever nature for complying with the obligations of the Specification and the amendments to the Specification and the Environmental Management Plan will be deemed to be covered by the rates tendered.

13.23.3 QUALITY MANAGEMENT PLAN Unit: Month

The costs of whatever nature for providing the Quality Management Plan as specified in Section 13 will be deemed to be covered by the rates tendered for the respective items in Section A of the Bill of Quantities.

13.23.4 ACCOMMODATING OTHER CONTRACTORS Unit: Month

The amount tendered shall cover the cost of accommodating other civil, electrical and mechanical contractors on the Site of the Works. Payment will be made in equal monthly amounts over the Contract Period.

13.23.5 **PROVISION OF SECURITY PERSONNEL** Unit: Month

The costs of whatever nature for providing security personnel for the Employer deems appropriate, taking cognisance of the location of the site, will be deemed to be covered by the sums tendered for the respective items in Section AA and AB of the Bill of Quantities.

13.23.6 **ROUTINE INSPECTIONS (MINOR MAINTENANCE)** Unit: Each

The costs of whatever nature to perform a Routine Inspection and a Minor Service on all the borehole pump stations taking cognisance of the location of the sites, access to the sites, travelling cost and accommodation will be deemed to be covered by the rate tendered for the respective items in the Price Schedule. .

13.23.7 **MAJOR MAINTENANCE** Unit: Each

The costs of whatever nature to perform the Major Service on all the borehole pump stations taking cognisance of the location of the sites, access to the sites, travelling cost and accommodation will be deemed to be covered by the rate tendered for the respective items in the Price Schedule. Parts and materials will be paid for separately.

13.23.8 **HAND-OVER MAINTENANCE** Unit: Each

The costs of whatever nature to perform the Hand-over Service on all the borehole pump stations taking cognisance of the location of the sites, access to the sites, travelling cost and accommodation will be deemed to be covered by the rate tendered for the respective items in the Price Schedule. Parts and materials will be paid for separately.

13.23.9 **MAINTENANCE MEETING** Unit: Each

The costs of whatever nature to attend the meetings after a maintenance event taking cognisance of the location of the Employers site office, access to the sites, travelling cost and accommodation will be deemed to be covered by the monthly rate tendered for the respective items in the Price Schedule.

All charges in respect of the provision of secretarial services, shall be included in the tendered amounts.

13.23.10 **ADHOC MEETING** Unit: Each

The costs of whatever nature to attend ad hoc meeting taking cognisance of the location of the Employers site office, access to the sites, travelling cost and accommodation will be deemed to be covered by the rate tendered for the respective items in the Price Schedule.

All charges in respect of the provision of secretarial services, shall be included in the tendered amounts.

13.23.11 **MAINTENANCE REPORTS** Unit: Month

The costs of whatever nature to prepare the maintenance report after a maintenance event will be deemed to be covered by the rate tendered for the respective items in the Price Schedule. .

13.24 TESTING AND COMMISSIONING

After any maintenance event that requires replacement of equipment or as order by the Employer (as the case may be) that requires recommissioning of the equipment and the equipment are operating under stable conditions, the Contractor shall give a Notice to the Employer that they are ready for any tests on completion, including performance tests. Performance tests shall be carried out to demonstrate whether the Works comply with the performance criteria specified in the Contract Documents.

If the Works, or a Section, fail to pass a test after completion and, by giving a Notice to the Employer, the Contractor proposes to make adjustments or modifications to the Works (including an item of Plant):

- (i) the Contractor may be instructed by a Notice given by the Employer that right of access to the Works or Section cannot be given until a time that is convenient to the Employer, which time shall be reasonable;
- (ii) the Contractor shall remain liable to carry out the adjustments or modifications and to satisfy this test.

If the Contractor incurs additional Cost as a result of any unreasonable delay by the Employer in permitting access to the Works or Section by the Contractor, either to investigate the causes of a failure to pass a test after Completion or to carry out any adjustments or modifications, the Contractor shall be entitled to payment of any such cost plus profit.

If the Works fail to pass the tests on completion, the Employer or the Contractor may require these failed tests to be repeated. If the Works fail to pass the tests on completion repeatedly the Employer shall be entitled to:

- (a) order further repetition of the tests on completion;
- (b) reject the Works if the effect of the failure is to deprive the Employer of substantially the whole benefit of the Works
- (c) reject a Section if the effect of the failure is that the Section cannot be used for its intended purpose(s) under the Contract.

In the event of sub-paragraph (b) and (c) above, the Contractor shall then proceed in accordance with the obligations under the Contract to remedy the failure.

13.25 TESTING OF PUMPS

13.25.1 Site Pump Test Requirement

When instructed by the Employer the Contractor shall test the pump in its installed location and normal operating conditions as specified in the ISO 9906 Grade 3B guidelines.

Where the instrumentation is installed on site this instrumentation can be utilised. Where site tests are required without installed instrumentation provision shall be made for temporary pressure and flow measurement instrumentation. Typical items to be verified and tested on site do performance testing include:

- i) Suction pressure / water level (Ps)
- ii) Discharge pressure (Pd)
- iii) Flow (Q)
- iv) Pump speed (N)
- v) Pump efficiency (η)
- vi) Power.

13.25.2 Workshop Tests

The Employer shall, at his discretion, call for workshop tests and to witness such tests on selected pumps.

Test certificates shall be submitted regardless of such inspections or witness of tests having taken place. The fact that the pumps has satisfactorily passed any test shall in no way lessen the responsibility of the Contractor to obtain the same results after it has been installed and commissioned.

In the event that tests fail the Contractor shall be required to perform such tests again at his own cost. The cost of the Employer, or his representative, to witness the retest shall be for the Contractor's account.

13.25.3 Pump Testing And Test Certificates

The Contractor must carry out tests in accordance with the requirements of the recognised standards.

An electronic inspection form must be completed and send via email or memory-stick / flashdrive to the employers agent including all required test reports and photos after every service, refurbishment, reconditioning or repair.

The inspection form will indicate clearly the name of the pump, as well as the pressure class of the pump, test reports, detail the work that was or needs to be carried out, photograph of the equipment nametag, photograph of the works being carried out or disassembled pump or defects on site, indication of defects that requires replacement of the parts.

Before reassembly all components shall be adequately lubricated according to the Original Equipment Manufacturer's specification. This includes: Pump end and drive end bearings; Seal Lubrication; and Driver lubrication

13.25.4 Pump Inspections (Minor Maintenance)

Site test will be done according the relevant quality procedures and inspection.

The following six parameters shall be monitored to understand how a pump is performing:

- vii) Suction pressure (Ps)
- viii) Discharge pressure (Pd)
- ix) Flow (Q)
- x) Pump speed (N)
- xi) Pump efficiency (η)
- xii) Power.

The following shall be inspected during a site visit:

- i) Check the level and condition of the oil, if applicalbe.
- ii) Check for unusual noise, vibration, and bearing temperatures.
- iii) Check bearing lubrication and condition.
- iv) Check the pump and piping for leaks.
- v) Monitor the vibration to ensure it is within limits.
- vi) Inspect the discharge pressure.
- vii) Inspect the temperature.
- viii) Check the seal chamber and stuffing box for leaks.
- ix) Ensure that there are no leaks from the gland packing.
- x) Check that the foundation and the hold-down bolts are tight.
- xi) Check the gland packing if the pump has been left idle,
- xii) Check the oil if there are adverse atmospheric or other conditions that might contaminate or break down the oil.
- xiii) Check the shaft alignment,
- xiv) Check the pump capacity.
- xv) Check the pump operating pressure.
- xvi) Check the pump operating power.

13.26 ADDITIONAL TESTS

Additional tests of the Contractor's, his sub-contactors or manufacturer's equipment, material or works, on site or elsewhere, as in the opinion of the Employer's Representative are deemed necessary to determine that the contract works comply with the conditions of this specification, whether under test conditions or in normal service, may be called for and the Contractor must bear the costs of all tests carried out if it was determined that the equipment, material or works do not comply with the specification.

The time and date of any test(s) that the Employer's Representative or Authorised Person will witness, must be mutually agreed upon.

13.27 BOLTS / NUTS / GASKETS

Existing undamaged Bolts and Nuts will be re-used provided it is still in a good state. Where Bolts and nuts need to be replaced the replacement will be supplied by the Contractor.

All gaskets, part of the works package, need to be replaced and is included in the applicable rates for e.g. valves, flanges etc. provided by the Contractor and shall not be paid for separately..

The condition assessment and replacement of Bolts, Nuts, Washers and Gaskets will be agreed by the Employer's

Representative before new components can be installed.

13.28 SITE LIFTING EQUIPMENT

The Contractor will ensure that sufficient lifting equipment is available to perform the works, which shall include the removal of the installed pumps, removal of roof slabs over the pump house structure or flow meter chamber, etc.

13.29 DELIVERY PERIOD AND TIMES

The Work Schedules (Refer to Clause 13.36) of the Works Projects shall make provision for the delivery period of parts and equipment.

All scheduled supply, delivery, service, repair and maintenance work must be completed in an agreed time frame and within normal working hours. After-hours work shall only be considered if instructed by the Employer.

13.30 TRANSPORTATION

The Contractor shall be responsible for supplying his own transport on- and off-site for employees and equipment for the duration of the Contract. The cost of transport to and from site shall be deemed to be included in the rates tendered for the various inspections and or repair works.

The Pump-set shall be assembled as complete as possible before removal from site. Stripped equipment shall be re-assembled as far as possible. Pump-set may have been stripped to assess damage. Loose components e.g. keys, shall be tied or taped to the equipment to prevent loss.

Equipment shall be properly marked and tagged with the appropriate address and functional location it has been removed from.

Equipment shall be placed on a pallet or dunnage and securely strapped down. Suitable shock absorbing material shall be used between the module and the pallet/dunnage, e.g. rubber mountings, conveyor belting, or rubber sheeting.

The Contractor shall provide transport that is capable of handling the equipment safely, is roadworthy and has an up to date service record. Proof shall be submitted to City of Cape Town on request.

The Contractor shall provide up to date inspection log sheets for cranes, slings, tie down straps and all other lifting equipment as required by the OHS Act of 1993.

Notwithstanding the above the Contractor shall submit a safety management plan or policy governing maintenance of equipment and facilities.

Pumps, Motors and other equipment shall be tied down to prevent any movement or toppling over during transport.

Damage to equipment during transport shall be for the account of the contractor.

Equipment that is returned shall be suitably protected against the elements. Protection like plastic shrink wrap is acceptable.

13.31 MANAGEMENT OF REDUNDANT EQUIPMENT

All replaced parts and components will be returned to the Employer's site where it originates from.

The Contractor shall keep a record of all scrap generated by the replacement of parts. This record shall refer to the serial number it is generated from.

Scrap shall be stored separately and shall be delivered to the site indicated by the Employer.

The Employer will advise on how the scrapped assets will be disposed of. The Engineering and Asset Management (EAM) department will be responsible to co-ordinate and manage the scrapping of equipment on behalf of the client branches.

Any pump or equipment deemed as uneconomical to repair will be assembled and returned to the Steenbras Catchment depot.

13.32 ADVERTISING RIGHTS

No nameboards or advertising will be permitted.

13.33 AFTER HOURS WORK ON SITE

After hours on site will only be allowed if requested by the Contractor in writing and approved by the Employer. After hours work will only commence after the approval is received from the Employer. Normal working hours on site will be daylight hours, Monday to Saturday.

The rates tendered in the Price Schedule shall include for all after hour work and no extra-over payment shall be made for work undertaken outside of normal working hours.

13.34 COMPETENT PERSONNEL

Only competent personnel that have been adequately trained by the Contractor shall execute all the required work.

13.35 COMMUNICATION

The Contractor shall ensure that he is accessible by telephone, email and a cellular telephone connection to ensure that he can be reached during normal working hours. Services may be required in an emergency outside of normal working hours therefor an Emergency contact number must be made available.

The specific works package initiated by the Employer will list the specific Employer contact details of relevant operating and maintenance personnel at the various installations.

Should the Employer determine or suspect that preventative, corrective or breakdown maintenance is required, a call shall be logged through the Employer's representative to reach the Contractor as soon as possible.

13.36 WORKS SCHEDULING AND APPROVAL

The Contractor shall visit the site and submit a detailed works programme to the Employer prior to work commencing on site, unless stipulated as an Urgent Callout whereby submission is required as the urgency require. The programme shall clearly indicate the detail and nature of work to be completed, which section of the works will be effected, how water will be handled, a detailed schedule clearly indicating the duration of work (commencement/kick-off date to date of commissioning).

Only once the works programme has been approved by the Employer will the Contractor be allowed to proceed with the Works.

The Works execution Programme to be submitted to the Employer, by the Contractor shall:

- i) List the detailed tasks and duration of each task;
- ii) List the plant, tools and equipment that will be used;
- iii) Clearly identify all the major maintenance activities that may have a significant impact on the day to day operations of the site;
- iv) Indicate hold points either on site or within the workshop;
- v) Indicate submission of required documentation and approval thereof by the Employer; and
- vi) Take full cognizance of all the Contractor's risks and obligations in terms of the Contract.

13.37 APPROVAL OF PARTS AND EQUIPMENT

Parts will be accepted based on receipt of the Original Equipment Manufacturer and proof of replacement of the original parts. Replaced parts will be inspected by the Employer before equipment is fully re-assembled.

The equipment and material will be accepted at the place of delivery and/or installation based on compliance with inspection and test reports.

Rejected items will be held at the risk and expense of the Contractor, who before such items are replaced, will pay full railage, shipage or airfreight from the place of delivery to the place rejected; also handling charges, storage and customs duty, if any. Rejected items will, if required, be replaced by the Contractor immediately on receipt of notification of the rejection.

13.38 PERMITS

The Contractor shall be responsible for obtaining all necessary permits and wayleaves where required to perform his work.

13.39 PROVISION OF CONSUMABLES

All consumables and lubrications used shall be suitable for application as per the service requirements of the Original Manufacturers specifications as detailed in the Operation and Maintenance manual. Deviation from this will only be allowed if approved in writing by the Employer.

13.40 HANDING OVER OF WORKS PROJECTS

After a Works Project have been completed and before presenting the works for handover, the Contractor must hand over the following:

- i) Proof of work done and parts replaced.
- ii) All test certificates.
- iii) Any other information as required by the Employer in terms of commissioning, quality control procedures.
- iv) Commissioning reports.

The Contractor will conduct an inspection to satisfy himself that the work has been completed to the requirements of the Specification and that the Workmanship complies with the expected standard. Only after electrical, mechanical tests and all other required tests have been conducted and test reports issued can the works be handed over to the Employer. Before final hand over the Employer may also carry out their own quality control tests and inspection checks and any concerns and issues will be reverted back to the Contractor for rectification.

13.41 CLOSE OUT OF CONTRACT

The Contract shall be closed out when the Contract Period expires. No Standard or Urgent Callouts will be undertaken of which the completion date of the Works Project exceeds the Contract Period expiry date.

The Employer may, at his the sole discretion, issue a Completion Certificate. The Contractor may apply for a Completion Certificate by giving a Notice to the Employer not more than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over by the Employer.

The Works shall be taken over by the Employer when a Completion Certificate for the Works has been issued.

13.42 GUARANTEES ON WORK

All workmanship, materials, parts fitted and components used for replacements shall be guaranteed for a minimum of twelve (12) months.

For a period of twelve (12) months after the works package have been taken over the Contractor must be responsible for any defects that may develop, under the conditions provided for in the Contract and under proper use, make good with all possible speed at his/her own expense any defects arising from faulty workmanship on his/her part, or personnel in his/her employment, or sub-Contractors and their employees part, the cost of any additional material or equipment required to make good the work will also be his/her responsibility.

Only material and equipment that has been tested and proved thoroughly satisfactory and dependable in continuous service will be considered.

Should the Contractor fail to make good any defect in compliance with the aforementioned paragraph, the Employer may do so or employ any other person/company to do so and all expenses consequently thereon must be paid by the Contractor to the Employer.

13.43 DEFAULT OF CONTRACTOR

If it appears to the Employer that the Contractor: -

- i) Has not commenced the work timeously; or
- ii) Has not made due progress with the work or exercised due diligence in its execution or maintained it satisfactorily; or

- iii) Has not completed the work timeously; or
- iv) Has not executed the work in accordance with this agreement; or
- v) Has failed to comply with any other provision of this Agreement; or
- vi) Has abandoned the contract,

the Employer shall issue a written warning to the Contractor regarding his/her non-compliance to the bid specifications. After three (3) written warning notices for non-compliance with the prescribed bid specifications, the Contractor may be deemed to be in breach of Contract, and the appointment may be terminated.

13.44 HEALTH AND SAFETY

If the Contractor considers it necessary to employ the services of the safety specialist in order to execute duties in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, should the Employer accept the tender, the cost thereof must be included in the fee tendered for this aspect of the project.

13.45 SECURITY ON REMOTE SITE

The Contractor shall be responsible for the security of the portion of the Site he occupies while working on the Site during Routine Inspections, Routine Maintenance, Standard Callouts and Urgent Callouts, and:

- (a) for keeping unauthorised persons off the Site; and
- (b) authorised persons shall be limited to the Contractor's Personnel, the Employer's Personnel, and to any other personnel identified as authorised personnel (including the Employer's other contractors on the Site), by a Notice from the Employer to the Contractor.

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

13.46 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'

13.47. FORMS FOR CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



Instructions for completing and submitting forms

General

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

Project Details

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

Beneficiary Details and Work Information

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

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

Submission of Forms

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

PROJECT DETAILS

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

CONTRACT OR WORKS PROJECT NAME: (6)	EPWP SUPPLIED PROJECT NUMBER: (6)																	
DIRECTORATE:	DEPARTMENT:																	
CONTRACTOR OR VENDOR NAME:	CONTRACTOR OR VENDOR E-MAIL ADDRESS:																	
CONTRACTOR OR VENDOR CONTACT PERSON:	CONTRACTOR OR VENDOR TEL. NUMBER:	CELL WORK																
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")																		
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR						

ACTUAL START DATE (yyyy/mm/dd)	ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)	
R	

MONTHLY PROJECT LABOUR REPORT



BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:

Year	Month

Sheet		
1	of	

No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) 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	

(14.2) BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION:

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

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

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

¹Documentary evidence to be provided

Total:	R
Expressed as a percentage of P*	%

Signatures

Declared by supplier to be true and correct: _____

Date:

Verified by CCT Project Manager: _____

Date:

(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION:

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

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

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

¹Documentary evidence to be provided

Signatures

Declared by supplier to be true and correct: _____

Date: _____

Verified by CCT Project Manager: _____

Date: _____

(15) SITE INFORMATION

The following documents are provided below:

- Maintenance Schedule
- Environmental Management Specification (EMPr)
- Health and Safety Specification

The following information is contained on the memory stick / USB dongle included with this document:

- Contract 148Q/2017/18
- O&M Manual prepared for Contract 148Q/2017/18
- Drawings of the Steenbras & Nuweberg wellfields

Insert Maintenance Schedule

Insert EMPr

Insert H&S specification