**TENDER NO: 133G/2026/27**

**TENDER DESCRIPTION: SUPPLY, DELIVERY, INSTALLATION AND REPAIRS OF RUBBER MATTING AROUND PLAY, EXERCISE EQUIPMENT AND INDOOR AREAS AT FACILITIES IN THE CITY OF CAPE TOWN**

**CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT**

| | |
|---|---|
| **CLOSING DATE** | **25 January 2027** |
| **CLOSING TIME** | **10:00 am** |
| **TENDER BOX NUMBER** | **234** |
| **TENDER FEE** | **R 200** |

Non – refundable tender fee payable to the City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

| **TENDERER** | |
|---|---|
| **NAME of** Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (hereinafter the "Tenderer") | |
| **TRADING AS** (if different from above) | |
| **Registration number of Tenderer** | |
| **Physical address and chosen domicilium citandi et executandi of Tenderer** | |

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

| **TENDER SERIAL NO.:** |
|---|
| **SIGNATURES OF CCT OFFICIALS AT TENDER OPENING** |
| **1** |
| **2** |
| **3** |

## TABLE OF CONTENTS


**THE TENDER ..... 3**

T.1 GENERAL TENDER INFORMATION ..... 3
T.2 CONDITIONS OF TENDER ..... 4
*2.1 General ..... 4*
*2.2 Tenderer's obligations ..... 8*
*2.3 The CCT's undertakings ..... 17*

**THE CONTRACT ..... 24**

C.1 DETAILS OF TENDERER/SUPPLIER ..... 25
C.2 FORM OF OFFER AND ACCEPTANCE ..... 26
C.2.1 OFFER (TO BE COMPLETED BY THE TENDERER AS PART OF TENDER SUBMISSION) ..... 26
C.2.2 ACCEPTANCE (TO BE COMPLETED BY THE CCT) ..... 27
C.2.3 SCHEDULE OF DEVIATIONS (TO BE COMPLETED BY THE CCT UPON ACCEPTANCE) ..... 28
C.2.4 CONFIRMATION OF RECEIPT (TO BE COMPLETED BY SUPPLIER UPON ACCEPTANCE) ..... 29
C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT ..... 30
C.4 PRICE SCHEDULE ..... 31
C.5 SPECIFICATION(S) ..... 47
C.6 SPECIAL CONDITIONS OF CONTRACT ..... 63
C.7 GENERAL CONDITIONS OF CONTRACT ..... 75
C.8 ANNEXURES ..... 85
ANNEXURE A – PRO FORMA INSURANCE BROKER'S WARRANTY ..... 85
ANNEXURE B – MONTHLY PROJECT LABOUR REPORT ..... 86
ANNEXURE C - PRO FORMA PERFORMANCE SECURITY/ GUARANTEE ..... 88
ANNEXURE D - PRO FORMA ADVANCE PAYMENT GUARANTEE ..... 9090
ANNEXURE F - TENDER RETURNABLE DOCUMENTS ..... 93
*Schedule F.1: Contract Price Adjustment ..... 933*
*Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums ..... 9494*
*Schedule F.3: Declaration for Procurement above R10 million ..... 9595*
*Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022 .....* ***Error! Bookmark not defined.****96*
*Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended) ..... 107*
*Schedule F.6: Conflict of Interest Declaration ..... 109109*
*Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8) ..... 110110*
*Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT ..... 112112*
*Schedule F.9: Certificate of Independent Tender Determination ..... 113113*
*Schedule F.10: Proposed Deviations And Qualifications By Tenderer ..... 114114*
*Schedule F.11: List of Other Documents Attached By Tenderer ..... 115115*
*Schedule F.12: Record of Addenda to Tender Documents ..... 116116*
*Schedule F.13: Information to Be Provided With the Tender ..... 117117*
*Schedule F.14: Appeal Application ..... 121*

# THE TENDER

## T.1 GENERAL TENDER INFORMATION

| | | |
|---|---|---|
| **TENDER ADVERTISED** | : | **27 November 2026** |
| **SITE VISIT/CLARIFICATION MEETING**<br>**Time: 11h00 – 13h00** | : | **Compulsory Calrification Meeting**<br><br>**Date:18 January 2027** |
| **VENUE FOR SITE VISIT/CLARIFICATION MEETING** | : | **Microsoft Teams**<br><br>**https://teams.microsoft.com/meet/38421866065 18?p=WhHPOUZet7EWyL62em**<br><br>Meeting ID: 384 218 660 651 8<br>Passcode: TC6vL2AT |
| **TENDER BOX & ADDRESS** | : | **Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town. |
| | : | The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "**TENDER NO. 133G/2026/27: - TENDER DESCRIPTION: SUPPLY, DELIVERY, INSTALLATION AND REPAIRS OF RUBBER MATTING AROUND PLAY, EXERCISE EQUIPMENT AND INDOOR AREAS AT FACILITIES IN THE CITY OF CAPE TOWN,** the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.<br>If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed. |
| **CCT TENDER REPRESENTATIVE** | : | Email: **SCM.Tenders6@capetown.gov.za** |

**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"**

# T.2 CONDITIONS OF TENDER

**2.1 General**

**2.1.1 Actions**

**2.1.1.1** The City of Cape Town (hereafter referred to as the "CCT") and each tenderer submitting a tender offer (hereinafter referred to as the "tenderer" or the "supplier") shall comply with item T.2 of this Tender Document Goods and Services (hereinafter referred to as these "Conditions of Tender"). The tenderer and the CCT shall collectively hereinafter be referred to as the "Parties" and individually a "Party"). In their dealings with each other, the Parties shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, and shall comply with all legal obligations imposed on the Parties herein and in accordance with all applicable laws.

**The Parties agree that this tender Tender Document Goods and Services (hereinafter referred to as the"Tender" / "Tender Document"), its evaluation and acceptance and any resulting 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 and as amended from time to time. If the CCT adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender (hereinafter referred to as the "Contract"), such clause shall also be applicable to that Contract. Please refer to this document contained on the CCT's website.**

**Abuse of the supply chain management system is not permitted and may result, inter alia, (1) in the tender being rejected; (2) cancellation of the contract; (3) restriction of the supplier, and/or (4) the exercise by the CCT of any other remedies available to it as provided for in the SCM Policy and/or the the Contract and/or this tender and/or any applicable laws .**

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

**2.1.1.3** The CCT shall not seek, and a tenderer shall not submit a tender, without having a firm intention and capacity to proceed with the contract.

**2.1.2 Interpretation**

**2.1.2.1** The additional requirements contained in Annexure F to the contract (hereinafter referred to as the "returnable documents" / "Returnable Schedules") are part of these Conditions of Tender and are specifically hereby incorporated into these Conditions of Tender.

**2.1.2.2** These Conditions of Tender and returnable Documents which are required for CCT's tender evaluation purposes herein, shall form part of the Contract arising from the CCT's corresponding invitation to tender.

**2.1.3 Communication during tender process**

Verbal or any other form of communication, from the CCT, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the CCT, unless communicated by the CCT in writing to suppliers / tenderers by its Director: Supply Chain Management or his nominee. Similarly, any communication of the tenderer / supplier that is not reduced to writing by the tenderer / supplier, its employees, agents or advisors, shall not be regarded as binding on the CCT, unless communicated to the CCT in writing by the suppliers / tenderers, or their duly authorised representatives.

### 2.1.4 The CCT's right to accept or reject any tender offer

**2.1.4.1** The CCT may accept or reject any tender offer and may cancel the corresponding tender process or reject all tender offers at any time before the formation of a contract. The CCT may, prior to the award of the tender, cancel a tender if:

(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
(b) funds are no longer available to cover the total envisaged expenditure; or
(c) no acceptable tenders are received;
(d) there is a material irregularity in the tender process; or
(e) the Parties are unable to negotiate market related pricing.

The CCT shall not accept or incur any liability to a tenderer for such cancellation or rejection, but will give written reasons for such action upon receiving a written request to do so.

### 2.1.5 Procurement procedures

#### 2.1.5.1 General

The CCT intends to appoint two tenderers (the highest ranked tenderer ("the winner") and in addition one "alternative tenderers") for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods or services on a "winner-takes-all" basis, whereby the order will always be offered and, if accepted, allocated to the highest ranked tenderer ("the winner"), and only if he refuses will the work be offered to the alternative tenderer from the alternative tenderers). Should the awarded tenderer not deliver within 72 hours, the alternate tenderer will be contacted.

The contract period shall be for a period of **[ 36 ]** months from the commencement date of the contract.]

#### 2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not] be followed.

**2.1.5.2.1** Tenderers shall submit in the first stage only technical proposals. The CCT shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of applicable procurement documents.

**2.1.5.2.2** The CCT shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the Conditions of Tender, and award the contract in terms of these Conditions of Tender.

#### 2.1.5.3 Nomination of Standby Bidder

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

### 2.1.6 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

#### 2.1.6.1 Disputes, objections, complaints and queries

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

a) Persons aggrieved by decisions or actions taken by the CCT in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or

complaint or query or dispute against the decision or action.

**2.1.6.2 Appeals**

a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the CCT, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.

b) An appeal must contain the following:
   i. Must be in writing
   ii. It must set out the reasons for the appeal
   iii. It must state in which way the Appellant's rights were affected by the decision;
   iv. It must state the remedy sought; and
   v. It must be accompanied with a copy of the notification advising the person of the decision

c) The relevant CCT appeal authority must consider the consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

**2.1.6.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000**
The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act (PAJA) and Promotion of Access to Information Act (PAIA).

**2.1.6.4** All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:
**The City Manager** - C/o the Manager: Legal Compliance Unit, Legal Services Department, Office of the City Manager
**Via hand delivery at:** 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
**Via post at:** Private Bag X918, Cape Town, 8000
**Via email at:** MSA.Appeals@capetown.gov.za

**2.1.6.5** All requests referring to clause 2.1.6.3 must be submitted in writing to:
**The City Manager** - C/o the Manager: Access to Information Unit, Legal Service Department, Office of the City Manager
**Via hand delivery at:** 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
**Via post at:** Private Bag X918, Cape Town, 8000
**Via email at:** Access2info.Act@capetown.gov.za

**2.1.6.6 The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).**
For purposes of this clause 2.1.6.6, the contract and these Conditions of Tender, the terms "data subject", "Personal Information" and "Processing" shall have the meaning as set out in section 1 of POPIA, and "Process" shall have the corresponding meaning.

The CCT, its employees, representatives and sub-contractors may, from time to time, Process the tenderer's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, the contract and these Conditions of Tender, for research purposes, and/or as otherwise may be envisaged in the CCT's Privacy Notice and/or in relation to the CCT's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the Processing of the latter Personal Information by the CCT's due diligence assurance provider, professional advisors and the Appeal Authority as applicable. The CCT's justification for the processing of such aforesaid Personal Information is based on section 11(1)(b) of POPIA, i.e., in terms of which the CCT's Processing of the said Personal Information is necessary to carry out actions for the conclusion and/or performance of the contract, to which the applicable data subject (envisaged in this clause 2.1.6.6 above) is a party.

All requests relating to data protection must be submitted in writing to:
The City Manager - C/o the Information Officer, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X9181, Cape Town, 8000
Via email at: Popia@capetown.gov.za.

**2.1.6.7 Compliance to the CCTs Appeals Policy.**

In terms of the CCT's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals.

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Schedule F14: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as ½ (Administrative cost of the tender appeal) + 0.25 %( Appellant's tender price).

Should the payment of the administration fee of R300.00 or the surcharge not be received, such fee or surcharge will be added as a Sundry Tariff to the bidder's municipal account.

In the event where the bidder does not have a Municipal account with the CCT, the fee or surcharge may be recovered in terms of the CCT's Credit Control and Debt Collection By-law, 2006 (as amended) and its Credit Control and Debt Collection Policy.

**2.1.7 CCT Supplier Database Registration**

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

Tenderers who wish to register on the CCT's Supplier Database may collect registration forms from 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). Registration forms and related information are also available on the CCT's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

It is each tenderer's responsibility to keep all the information on the CCT Supplier Database updated.

**2.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration**

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

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

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

**2.2 Tenderer's obligations**

**2.2.1 Eligibility Criteria**

**2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document and the Conditions of Tender. An 'acceptable tender must "COMPLY IN ALL" aspects with the tender, Conditions of Tender, all Specifications (i.e., item C.5 below, hereinafter the "Specifications"), pricing instructions herein and the Contract including its conditions.**

**Key Personnel:**

**1. Foreman**

The Tenderer shall provide an experienced Foreman who will be responsible for the supervision and coordination of the rubber matting installation works for the duration of the contract. The proposed Foreman must have a minimum of five (5) years' experience in the supervision in installation of rubber matting and concrete works.

The Tenderer shall submit the following in respect of the proposed Foreman:

- A detailed Curriculum Vitae (CV) indicating the Foreman's relevant experience and responsibilities in supervision in installation of rubber matting and concrete works
- In addition to the CV's, verifiable reference letters to confirm the scope of work performed by the foreman clearly indicating his role as a supervisor for all projects listed in the CV. The CV may include existing role and any previous experience from other companies.
- The Foreman shall be available for the duration of the contract and should he/she be replaced, they must be replaced with the same or higher requirements as per the tender requirements.
- The CV to clearly state the commencement and end date of the experience submitted.

| | |
|---|---|
| **Foreman** | A suitably qualified and experienced person responsible for the day-to-day supervision and coordination of the rubber matting installation works. |

**2. Civil Engineer**

A suitably qualified Civil Engineer, professionally registered with the Engineering Council of South Africa (ECSA). Under the Engineering Profession Act 46 of 2000, as a Professional Engineer (Pr Eng), shall be appointed to assess the existing concrete damage, investigate and report on the causes of previous failures, recommend appropriate remedial measures, design and specify the required concrete works and sub-layers (of repair and new installations), monitor construction, and provide a final engineering report and certification upon completion.

The civil engineer may be outsourced/sub-contract and provide a commitment letter with the tendering entity to be available for the duration of the tender. The Civil Engineer shall be available for the duration of the contract and should he/she be replaced, they must be replaced with the same or higher requirements as per the tender requirements.

**NB: Proof of Active ECSA registration must be submitted with the tender response**
**NB: Proof of qualification must be submitted at time of tender closure.**

**3. Quality Controller**

The Tenderer shall provide a suitably experienced Quality Controller responsible for monitoring and verifying the quality of materials and workmanship associated with the rubber matting installation works. The proposed Quality Controller must have a minimum of five (5) years' experience in quality control, quality assurance, inspection and/or supervision of flooring, rubber matting and concrete works.

The quality controller will amongst other requirements provide confirmation of quality of all works performed and confirmation of required works as per specifications as stipulated in the tender document.

- A detailed Curriculum Vitae (CV) indicating the Quality Controllers relevant experience and responsibilities in quality control in installation of rubber matting and concrete works
- In addition to the CV's, verifiable reference letters to confirm the scope of work performed by the quality controller clearly indicating his role as a quality controller for all projects listed in the CV. The CV may include existing role and any previous experience from other companies.
- The quality controller shall be available for the duration of the contract and should he/she be replaced, they must be replaced with the same or higher requirements as per the tender requirements.
- The CV to clearly state the commencement and end date of the experience submitted.

| | |
|---|---|
| **Quality Control Personnel** | A suitably qualified and experienced person responsible for monitoring, inspecting and verifying the quality of rubber matting works to ensure compliance with the tender specifications, approved materials, manufacturer's installation requirements, applicable standards and accepted industry practices. |

**NB: The quality controller may be required to provide reports as requested by the COCT.**

**NB: All the above roles must be read in conjunction with the tendered specifications. NB: All references will be verified by the COCT. The requested CV's and Proof of Qualifications for the respective Key Personnel MUST be submitted with the tender response at tender closure, failing which, the tender offer will be found to be non-responsive.**

**2.2.1.1.1 Submit a tender offer**

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

**2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures**

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

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

**2.2.1.1.3 Compulsory clarification meeting**

Tenderers are required to attend a compulsory clarification meeting at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

Details of the meeting(s) are stated in the General Tender Information (i.e.,in item T.1 above).

Only those tenders submitted by tenderers whose attendance at this meeting have been recorded, will be declared responsive.

**2.2.1.1.4 Minimum score for functionality**

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

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

| Evaluation Criteria | Applicable values/points | Weight |
|---|---|---|
| **Previous experience (Projects completed in rubber surfacing new installations**<br><br>Tendering entity to complete schedule F.13A | 0 projects – 0 points<br>1 – 2 projects -10 points<br>3 – 4 projects – 15 points<br>5 – 6 projects – 20 points<br>7 – 8 projects – 25 points<br>>8 projects – 30 points | 30 |
| **Previous experience in repairs and maintenance in rubber surfacing**<br><br>The tenderering entity to provide a list of completed projects in repair and maintence of rubber surfacing<br><br>Tendering entity to complete schedule F.13B | 0 projects – 0 points<br>1 – 2 projects -10 points<br>3 – 4 projects – 15 points<br>5 – 6 projects – 20 points<br>7 – 8 projects – 25 points<br>>8 projects – 30 points | 30 |
| **Evidence to be provided for completed projects, which includes photographic evidence, brief written description of the scope of work performed and a contactable reference (name, organisation and phone number) and company reference letter with the company's letterhead for verification purposes** | | |
| **Details of previous projects completed (Value of Projects)**<br><br>Cumulative value of projects | R 0 – 0 points<br>< than R 30 000 = 10 points<br>>R 30 000 - R 80 000 = 20 points | 40 |

| | | |
|---|---|---|
| NB: Value of projects listed as per tender submission. | >R 80 000 - R 150 000 = 30 points<br><br>>R 150 000 = 40 points | |
| **Total** | 100 | |

A more detailed explanation of the functionality criteria is given below:

**Definition table:**

| | |
|---|---|
| **Project** | A project may be described as work that the company completed in rubber surfacing installations and concrete installation and repairs in accordance with the work required for this tender. |
| **General worker** | A person engaged to perform general manual labour and supporting activities associated with the installation, maintenance, removal and/or repair of rubber matting, under the direction and supervision of the Foreman. |
| **Cumulative Value** | Total sum of projects |

The minimum qualifying score for functionality is **70** out of a maximum of **100**.

Where the entity tendering is a Joint Venture, the tenderer's tender response must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture.

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

**2.2.1.1.7 Provision of samples**

Only those tenders submitted by tenderers who provided acceptable samples as stated in the Tender Specifications will be declared responsive.

Tenderers to submit a sample for every item tendered for within 14 business days of request. No samples to be provided before written notification from the City of Cape Town. Each item to be clearly marked with company name and item number. Samples delivery address will be communicated with tenderers when required.

NB: The Bid Evaluation Committee will review all samples provided in order to ensure it adheres to specifications. Tenderer/s may be deemed non responsive if the samples do not meet the specification requirements.

**Sample requirements**

The tenderer shall submit samples of the rubber products to be supplied under this contract. Samples shall be representative of the materials to be supplied, and shall be clearly labelled with the tenderer's name, the name of the supplier or manufacturer of the product, product type, rubber type, thickness, colour and colouring method (oxide or pigmented).

An EPDM colour sample tray shall be provided, consisting of loose EPDM granules showing the tenderer's full standard colour range, with each colour labelled with its colour name and the manufacturer's colour code.

Wet pour samples shall be provided as 500 x 500mm panels. One panel shall consist of a 20mm SBR base layer with an 8mm EPDM wearing course bonded to it, so that the bond between the two layers can be assessed. A second panel shall consist of SBR only, 20mm thick. Both panels shall be in any colour other than black.

Rubber paver samples shall be full-size SBR units, a minimum of 30mm thick, in both straight and interlocking types. Rubber tile samples shall be full-size SBR units, a minimum of 20mm thick. For each paver type and

for the tiles, one black unit, one oxide-coloured unit and one pigmented unit shall be provided. Coloured units shall be blue, green or yellow.

The tenderer shall thus provide:

- 1 x EPDM colour sample tray, full standard colour range, labelled
- 1 x wet pour panel, 500 x 500mm, 20mm SBR base layer + 8mm EPDM wearing course, any colour other than black
- 1 x wet pour panel, 500 x 500mm, 20mm SBR, any colour other than black
- 1 x straight paver, black, min. 30mm
- 1 x straight paver, oxide-coloured (blue, green or yellow), min. 30mm
- 1 x straight paver, pigmented (blue, green or yellow), min. 30mm
- 1 x interlocking paver, black, min. 30mm
- 1 x interlocking paver, oxide-coloured (blue, green or yellow), min. 30mm
- 1 x interlocking paver, pigmented (blue, green or yellow), min. 30mm
- 1 x tile, black, min. 20mm
- 1 x tile, oxide-coloured (blue, green or yellow), min. 20mm
- 1 x tile, pigmented (blue, green or yellow), min. 20mm

## Example of EPDM colour sample tray:



Only those tenders submitted by tenderers who provided acceptable samples as stated in the Tender Specifications will be declared responsive.

### 2.2.2 Cost of tendering

The CCT will not be liable for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

### 2.2.3 Check documents

The documents issued by the CCT for the purpose of a tender offer are listed in the index of this tender document.

Before submission of any tender, the tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing is indistinct, or if the Price Schedule contains any obvious errors, the tenderer must apply to the CCT at once to have the same rectified.

### 2.2.4 Confidentiality and copyright of documents

The tenderer shall treat as strictly confidential all matters arising in connection with the tender. Use and copy the documents issued by the CCT only for the purpose of preparing and submitting a tender offer in response to the invitation.

### 2.2.5 Reference documents

The tenderer shall obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender document(s) by reference.

### 2.2.6 Acknowledge and comply with notices

The tenderer shall acknowledge receipt of notices to the tender documents, which the CCT may issue, and shall fully comply with all instructions issued in the said notices, and if necessary, apply for an extension of the closing time stated on the front page of the tender document, in order to take the notices into account. Notwithstanding any requests for confirmation of receipt of the said notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile, or registered post or other lawful means.

### 2.2.7 Clarification meeting

The tenderer shall attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information (i.e., in item T.1 above).

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

### 2.2.8 Seek clarification

The tenderer shall request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information (i.e., in item T.1 above), where possible.

### 2.2.9 Pricing the tender offer

**2.2.9.1** The tenderer shall comply with all pricing instructions as stated on the Price Schedule.

### 2.2.10 Alterations to documents

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

### 2.2.11 Alternative tender offers

**2.2.11.1** Unless otherwise stated in the Conditions of Tender, the tenderers may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted.

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

Only the alternative of the highest ranked acceptable main tender offer (that is, submitted by the same tenderer) will be considered, and if appropriate, recommended for award.

Alternative tender offers of any but the highest ranked main tender offer will not be considered.

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

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

In the event that the alternative is accepted, the tenderer warrants that the alternative offer complies in all respects with the CCT's standards and requirements as set out in the tender document.

**2.2.11.2** Acceptance of an alternative tender offer by the CCT may be based only on the criteria stated in the Conditions of Tender or applicable criteria otherwise acceptable to the CCT.

**2.2.12 Submitting a tender offer**

**2.2.12.1** The tenderer is required to submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Conditions of Contract and described in the Specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Tender Returnable Documents duly completed and signed will be declared responsive.

**2.2.12.2** The tenderer shall return the entire tender document to the CCT after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**2.2.12.3** The tenderer shall sign the original tender offer where required in terms of the Conditions of Tender. The tender shall be signed by a person duly authorised by the tenderer to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation / founding document of the joint venture or any other document signed by all Parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.

**2.2.12.4** Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information (i.e., item T.1 above), as well as the tenderer's name and contact address.

**2.2.12.5** The tenderer shall seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information. . If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

**2.2.12.6** The CCT shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**2.2.12.7** Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.

**2.2.12.8** By signing the offer part of the Form of Offer (**Section 5, Part A hereto**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.

**2.2.12.9** Tenderers shall properly deposit its bid in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

**2.2.12.10** The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the Returnable Schedule titled **List of Other Documents Attached by Tenderer**.

### 2.2.13 Information and data to be completed in all respects

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

### 2.2.14 Closing time

**2.2.14.1** The tenderer shall ensure that the CCT receives the tender offer, together with all applicable documents specified herein, at the address specified in the General Tender Information herein prior to the closing time stated on the front page of the tender document.

**2.2.14.2** If the CCT extends the closing time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

**2.2.14.3** The CCT shall not consider tenders that are received after the closing date and time for such a tender (late tenders).

### 2.2.15 Tender offer validity and withdrawal of tenders

**2.2.15.1** The tenderer shall warrant that the tender offer(s) remains valid, irrevocable and open for acceptance by the CCT at any time for a period of 120 days after the closing date stated on the front page of the tender document.

**2.2.15.2** Notwithstanding the period stated in clause 2.2.15.1 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the CCT is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement by the parties, administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.

In circumstances where the validity period of a tender has expired, and the tender has not been awarded, the tender process is considered “completed”, despite there being no decision (award or cancellation) made. This anomaly does not fall under any of the listed grounds of cancellation and should be treated as a "non award". A “non award” is supported as a recommendation to the CCT’s Bod Adjudication Committee (“BAC”) for noting.

**2.2.15.3** A tenderer may request in writing, after the closing date, that its tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the CCT after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that:

a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;

b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss, without prejudice to the CCT’s other rights and/or remedies available to it in accordance with any applicable laws.

### 2.2.16 Clarification of tender offer, or additional information, after submission

Tenderer’s shall promptly provide clarification of its tender offer, or additional information, in response to a written request to do so from the CCT during the evaluation of tender offers within the time period stated in such request. No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: This clause does not preclude the negotiation of the final terms of the contract with a preferred tenderer

following a competitive selection process, should the CCT elect to do so.

Failure, or refusal, to provide such clarification or additional information within the time for submission stated in the CCT's written request may render the tender non-responsive.

### 2.2.17 Provide other material

**2.2.17.1** Tenderer's shall promptly provide, upon request by the CCT, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CCT for the purpose of the evaluation of the tender. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CCT's request, the CCT may regard the tender offer as non-responsive.

**2.2.17.2** The tenderer shall provide, on written request by the CCT, where the transaction value inclusive of VAT **exceeds R 10 million**:

a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each entity to a Consortium/Joint Venture bid shall submit separate certificates/statements in the above regard.

**2.2.17.3** Tenderers shall be required to undertake to fully cooperate with the CCT's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the CCT.

### 2.2.18 Samples, Inspections, tests and analysis

Tenderers shall provide access during working hours to premises for inspections, tests and analysis as provided for in the Conditions of Tender or Specifications.

If the Specifications requires the tenderer to provide samples, these shall be provided strictly in accordance with the instructions set out in the Specification.

If such samples are not submitted as required in the bid documents or within any further time stipulated by the CCT in writing, then the bid concerned may be declared non-responsive.

The samples provided by all successful bidders will be retained by the CCT for the duration of any subsequent contract. Bidders are to note that samples are requested for testing purposes therefore samples submitted to the CCT may not in all instances be returned in the same state of supply and in other instances may not be returned at all. Unsuccessful bidders will be advised by the Project Manager or dedicated CCT Official to collect their samples, save in the aforementioned instances where the samples would not be returned.

### 2.2.19 Certificates

The tenderer must provide the CCT with all certificates as stated below:

#### 2.2.19.1. Preference Points for Specific Goals

In order to qualify for preference points for Specific Goals, it is the responsibility of the tenderer to submit sufficient, relevant and verifiable documentary proof in support of any claim for preference points.

Failure to submit adequate and verifiable evidence may result in the non-awarding of preference points claimed.

Tenderers are further referred to the Preference Schedule for the detailed methodology, scoring criteria, and conditions applicable to the allocation of preference points for Specific Goals.

**2.2.19.2 Evidence of tax compliance**

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN 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), or included with this tender. The tenderer must record its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

Each party to a Consortium/Joint Venture shall submit a separate Tax Compliance Status Pin.

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

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

**2.2.20 Compliance with Occupational Health and Safety Act, 85 of 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit **upon written request to do so by the CCT**, a Health and Safety Plan in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods or services all in accordance with the Act, Regulations and Health and Safety Specification.

**2.2.21 Claims arising from submission of tender**

By responding to the tender herein, the tenderer warrants that it has:

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

The CCT will therefore not be liable for the payment of any extra costs or claims arising from the submission of the tender.

**2.3 The CCT's undertakings**

**2.3.1 Respond to requests from the tenderer**

**2.3.1.1** Unless otherwise stated in the Conditions of Tender, the CCT shall respond to a request for clarification received up to one week (where possible) before the tender closing time stated on the front page of the tender document.

**2.3.1.2** The CCT's duly authorised representative for the purpose of this tender is stated on the General Tender Information page above.

### 2.3.2 Issue Notices

If necessary, the CCT may issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The CCT reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CCT may grant such extension and, shall then notify all tenderers who drew documents.

Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

### 2.3.3 Opening of tender submissions

**2.3.3.1** Unless the two-envelope system is to be followed, CCT shall open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the Conditions of Tender.

Tenders will be opened immediately after the closing time for receipt of tenders as stated on the front page of the tender document, or as stated in any Notice extending the closing date and at the closing venue as stated in the General Tender Information.

**2.3.3.2** Announce at the meeting held immediately after the opening of tender submissions, at the closing venue as stated in the General Tender Information, the name of each tenderer whose tender offer is opened and, where possible, the prices indicated.

**2.3.3.3** Make available a record of the details announced at the tender opening meeting on the CCT's website (http://www.capetown.gov.za/en/SupplyChainManagement/Pages/default.aspx.)

### 2.3.4 two-envelope system

**2.3.4.1** Where stated in the Conditions of Tender that a two-envelope system is to be followed, the CCT shall open only the technical proposal of tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the Conditions of Tender and announce the name of each tenderer whose technical proposal is opened.

**2.3.4.2** The CCT shall evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. The CCT shall open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the Conditions of Tender, and announce the total price and any preference claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

### 2.3.5 Non-disclosure

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

### 2.3.6 Grounds for rejection and disqualification

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

### 2.3.7 Test for responsiveness

**2.3.7.1** Appoint a Bid Evaluation Committee and determine after opening whether each tender offer properly received:

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

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

a) Detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications,
b) Significantly change the CCT's or the tenderer's risks and responsibilities under the contract, or
c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

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

### 2.3.8 Arithmetical errors, omissions and discrepancies

**2.3.8.1** Check the responsive tenders for:

a) The gross misplacement of the decimal point in any unit rate;
b) Omissions made in completing the Price Schedule; or
c) Arithmetic errors in:
    i) line item totals resulting from the product of a unit rate and a quantity in the Price Schedule; or
    ii) The summation of the prices; or
    iii) Calculation of individual rates.

**2.3.8.2** The CCT must correct the arithmetical errors in the following manner:

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

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

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

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

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

### 2.3.9 Clarification of a tender offer

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

### 2.3.10 Evaluation of tender offers

#### 2.3.10.1 General

**2.3.10.1.1** The CCT may reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Conditions of Tender.

**2.3.10.1.2** For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows:

a) If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages.
b) If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year one.
c) If the selected method is based on a formula, indices, coefficients, etc. that varies between bidders, comparative prices would be determined over the entire contract period based on published indices relevant during the 12 months prior to the closing date of tenders.
d) If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CCT will check all quoted rates against those supplied by its own bank).
e) If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
f) If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).

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

#### 2.3.10.2 Decimal places

Score financial offers, preferences and functionality, as relevant, to two decimal places.

#### 2.3.10.3 Scoring of tenders (price and preference)

**[2.3.10.3.1** Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Section 7)**:

- Based on the sum of the prices/rates in relation to the estimated quantities.

The 90/10 price/preference points system will be applied to the evaluation of responsive tenders above a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.
Price shall be scored as follows:

$$Ps = 90 \times \left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where: Ps is the number of points scored for price;
Pt is the price of the tender under consideration;
Pmin is the price of the lowest responsive tender.

Preference points shall be based on the Specific Goal as per below:

**Table B2: Awards above R50 mil (VAT Inclusive)**

| # | Specific goals allocated points | Preference Points (90/10) |
|---|---|---|
| | *Reconstruction and Development Programme (RDP) as published in Government Gazette* | |
| 1 | ***Promotion of Micro and Small Enterprises***<br>*Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)*<br>*SME partnership, sub-contracting, joint venture or consortiums* | 4 |
| 2 | ***Enterprise Supplier Development and Socio Economic Development***<br>*> 15% of total expenditure = 3 points*<br>*> 10% up to 15% of total expenditure = 2 points*<br>*>= 5% up to 10% of total expenditure = 1 points*<br>*< 5% of total expenditure = 0 points* | 3 |
| 3 | ***Skills Development OR Employee Share Scheme***<br>***Skills Development***<br>*> 5% of total expenditure = 3 points*<br>*> 3% up to 5% of total expenditure = 2 points*<br>*>= 1% up to 3% of total expenditure = 1 points*<br>*< 1% of total expenditure = 0 points*<br>***OR Employee Share Scheme***<br>*> 15% employee ownership = 3 points*<br>*> 10% up to 15% employee ownership = 2 point*<br>*>= 5% up to 10% employee ownership = 1 point*<br>*< 5% employee ownership = 0 point* | 3 |
| | **Total points** | **10** |

**Ownership: main tendering entity*

**2.3.10.5 Risk Analysis**

Notwithstanding compliance with regard to any requirements of the tender, the CCT will perform a risk analysis in respect of the following:

a) reasonableness of the financial offer

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

The conclusions drawn from this risk analysis will be used by the CCT in determining the acceptability of the tender offer.

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the CCT that he/she has the resources and skills required.

**2.3.11 Negotiations with preferred tenderers**

The CCT may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

a) Does not allow any preferred tenderer a second or unfair opportunity;
b) Is not to the detriment of any other tenderer; and
c) Does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

Minutes of any such negotiations shall be kept for record purposes.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

In terms of the CCT's SCM Policy, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

**2.3.12 Acceptance of tender offer**

Notwithstanding any other provisions contained in the tender document, the CCT reserves the right to:

**2.3.12.1** Accept a tender offer(s) which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.

**2.3.12.2** Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, or to accept more than one tender (in the event of a number of items being offered), and the CCT is not obliged to accept the lowest or any tender.

**2.3.12.3** Accept the tender offer(s), if in the opinion of the CCT, it does not present any material risk and only if the tenderer(s):

a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the CCT's procurement,
b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
c) has the legal capacity to enter into the contract,
d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the

Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and

e) is able, in the opinion of the CCT, to perform the contract free of conflicts of interest.

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

**2.3.12.4** The CCT reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the CCT as a result of (inter alia):

a) reports of poor governance or unethical behaviour, or both;
b) association with known notorious individuals and family of notorious individuals;
c) poor performance issues, known to the CCT;
d) negative media reports, including negative social media reports;
e) adverse assurance (e.g. due diligence) report outcomes; and
f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53 of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.

**2.3.12.5** The CCT reserves the right to nominate an StandbyBbidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the Standby Bidder in terms of the procedures included its SCM Policy.

### 2.3.13 Prepare contract documents

**2.3.13.1** If necessary, revise documents that shall form part of the contract and that were issued by the CCT as part of the tender documents to take account of:

a) Notices issued during the tender period,
b) Inclusion of some of the returnable documents, and
c) Other revisions agreed between the CCT and the successful tenderer.

**2.3.13.2 Complete** the schedule of deviations attached to the form of offer and acceptance, if any.

### 2.3.14 Notice to successful and unsuccessful tenderers

**2.3.14.1** Before accepting the tender of the successful tenderer the CCT shall notify the successful tenderer in writing of the decision of the CCT's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice

**2.3.14.2** The CCT shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

### 2.3.15 Provide written reasons for actions taken

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

**TENDER NO: 133G/2026/27**

**TENDER DESCRIPTION: SUPPLY, DELIVERY, INSTALLATION AND REPAIRS OF RUBBER MATTING AROUND PLAY, EXERCISE EQUIPMENT AND INDOOR AREAS AT FACILITIES IN THE CITY OF CAPE TOWN**

**CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT**

# THE CONTRACT

| THE CITY OF CAPE TOWN | |
|---|---|
| A metropolitan municipality, established in terms of the Local Government: Municipal Structures Act, 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("the Purchaser") herein represented by | |
| **AUTHORISED REPRESENTATIVE** | |

AND

| SUPPLIER | |
|---|---|
| **NAME of** Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The "Supplier" / "tenderer") | |
| **TRADING AS** (if different from above) | |
| **REGISTRATION NUMBER** | |
| **PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANI ET EXECTUANDI OF THE SUPPLIER** | |
| **AUTHORISED REPRESENTATIVE** | |
| **CAPACITY OF AUTHORISED REPRESENTATIVE** | |

(HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PARTIES" AND INDIVIDUALLY A "PARTY")

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

# C.1 DETAILS OF TENDERER/SUPPLIER

**1.1 Type of Entity** (Please tick one box)

☐ Individual / Sole Proprietor ☐ Close Corporation ☐ Company

☐ Partnership or Joint Venture or Consortium ☐ Trust ☐ Other:

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

| | |
|---|---|
| **Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor** | |
| **Trading as** (if different from above | |
| **Company / Close Corporation registration number** (if applicable) | |
| **Postal address** | Postal Code _____ |
| **Physical address (Chosen Domicilium Citandi Et Executandi)** | Postal Code _____ |
| **Contact details of the person duly authorised to represent the tenderer** | Name: Mr/Ms _____ (Name & Surname)<br>Telephone :( ____) _____ Fax :( ____) _____<br>Cellular Telephone:_____<br>E-mail address:_____ |
| **Income tax number** | |
| **VAT registration number** | |
| **SARS Tax Compliance Status PIN** | |
| **CCT Supplier Database Registration Number** (See Conditions of Tender) | |
| **National Treasury Central Supplier Database registration number** (See Conditions of Tender) | |
| **Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?** | ☐Yes ☐No<br>If yes, enclose proof |
| **Is tenderer a foreign based supplier for the Goods / Services / Works offered?** | ☐Yes ☐No<br>If yes, answer the Questionnaire to Bidding Foreign Suppliers (below) |
| **Questionnaire to Bidding Foreign Suppliers** | a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?<br>☐Yes ☐No |
| | b) Does the tenderer have a permanent establishment in the Republic of South Africa?<br>☐Yes ☐No |
| | c) Does the tenderer have any source of income in the Republic of South Africa?<br>☐Yes ☐No |
| | d) Is the tenderer liable in the Republic of South Africa for any form of taxation?<br>☐Yes ☐No |
| **Other Required registration numbers** | |

# C.2 FORM OF OFFER AND ACCEPTANCE

## TENDER SUPPLY, DELIVERY, INSTALLATION AND REPAIRS OF RUBBER MATTING AROUND PLAY, EXERCISE EQUIPMENT AND INDOOR AREAS AT FACILITIES IN THE CITY OF CAPE TOWN

### C.2.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;

2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;

3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;

4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
   4.1 terms and conditions stipulated in this tender document;
   4.2 specifications stipulated in this tender document; and
   4.3 at the prices as set out in the **Price Schedule**.

5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT _____ (PLACE) ON THE _____ (DAY) OF_____ (MONTH AND YEAR)

_____
For and on behalf of the Supplier
(Duly Authorised)
Name and Surname:

_____
Witness 1 Signature
Name and Surname:

_____
Witness 2 Signature
Name and Surname:

| INITIALS OF CCT OFFICIALS | | |
|---|---|---|
| 1 | 2 | 3 |

# TENDER SUPPLY, DELIVERY, INSTALLATION AND REPAIRS OF RUBBER MATTING AROUND PLAY, EXERCISE EQUIPMENT AND INDOOR AREAS AT FACILITIES IN THE CITY OF CAPE TOWN

### C.2.2 Acceptance (To Be Completed by the CCT)

By signing this part of this *Form of Offer and Acceptance*, the CCT accepts the tenderer's (if awarded the Supplier's) offer. In consideration thereof, the CCT shall pay the Supplier the amount due in accordance with the conditions of contract. Acceptance of the Supplier's offer shall form an agreement between the CCT and the Supplier upon the terms and conditions contained in this document.

The terms of the agreement are contained in the Contract (as defined) including drawings and documents or parts thereof, which may be incorporated by reference.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance, are contained in the *Schedule of Deviations* attached to and forming part of this *Form of Offer and Acceptance*. No amendments to or deviations from said documents are valid unless contained in the *Schedule of Deviations.*

The Supplier shall within 2 (two) weeks after receiving a complete, copy of the Contract, including the *Schedule of Deviations* (if any), contact the CCT to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms the *Special Conditions of Contract*. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation / breach of the agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the Commencement Date, being the date upon which the Supplier confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including amendments or deviations contained in the *Schedule of Deviations* (if any).

_____
For and on behalf of the City of Cape Town
(Duly Authorised)
Name and Surname:

_____
Witness 1 Signature
Name and Surname:

_____
Witness 2 Signature
Name and Surname:

| INITIALS OF CCT OFFICIALS | | |
|---|---|---|
| 1 | 2 | 3 |

# TENDERSUPPLY, DELIVERY, INSTALLATION AND REPAIRS OF RUBBER MATTING AROUND PLAY, EXERCISE EQUIPMENT AND INDOOR AREAS AT FACILITIES IN THE CITY OF CAPE TOWN

### C.2.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)

**Notes:**

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

1 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

4 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the Commencement Date, shall have any meaning or effect between the Parties arising from the agreement.

| INITIALS OF CCT OFFICIALS | | |
|---|---|---|
| 1 | 2 | 3 |

# TENDER SUPPLY, DELIVERY, INSTALLATION AND REPAIRS OF RUBBER MATTING AROUND PLAY, EXERCISE EQUIPMENT AND INDOOR AREAS AT FACILITIES IN THE CITY OF CAPE TOWN

### C.2.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the *Schedule of Deviations* (if any) on:

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s) . . . . . .
Name(s) . . . . . .
Capacity . . . . . .
Signature and name of witness:

Signature . . . . . Name . . . . . .

| INITIALS OF CCT OFFICIALS | | |
|---|---|---|
| 1 | 2 | 3 |

# C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

**AGREEMENT MADE AND ENTERED INTO BETWEEN THE CCT (HEREINAFTER CALLED THE "CCT") AND**

……..……..…… ,
(Supplier/Mandatary/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 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 ( hereafter "OHSA") and the Regulations promulgated thereunder.

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

COID ACT Registration Number: ……..

OR Compensation Insurer: ..... Policy No.: .....

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

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

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

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

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

_____ _____
**Witness** **Mandatary**

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

_____ _____
Witness for and on behalf of
CCT

# C.4 PRICE SCHEDULE

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”

**The section (Schedule 1 & 2) pertains to wet pour rubber matting, a continuous, seamless surface system installed on-site through the mixing and trowelling of rubber granules bound with polyurethane binder.**

| SCHEDULE:1 WET POUR RUBBER SURFACING \| SBR | | | | | |
|---|---|---|---|---|---|
| | | Unit | Year 1 (Excl. Vat) | Year 2 (Excl.Vat) | Year 3 (Excl. Vat) |
| 1.1 | Supply and installation of GREEN and BLUE (Oxide) – SBR Rubber Matting | | | | |
| 1.1.1 | Supply and installation of rubber matting (10mm) | m² | R | R | R |
| 1.1.2 | Supply and installation of rubber matting (20mm) | m² | R | R | R |
| 1.1.3 | Supply and installation of rubber matting (30mm) | m² | R | R | R |
| 1.1.4 | Supply and installation of rubber matting (40mm) | m² | R | R | R |
| 1.1.5 | Supply and installation of rubber matting (50mm) | m² | R | R | R |
| 1.2 | Supply and installation of GREEN and BLUE (Pigmented)- SBR Rubber Matting | | | | |
| 1.2.1 | Supply and installation of rubber matting (10mm) | m² | R | R | R |
| 1.2.2 | Supply and installation of rubber matting (20mm) | m² | R | R | R |
| 1.2.3 | Supply and installation of rubber matting (30mm) | m² | R | R | R |
| 1.2.4 | Supply and installation of rubber matting (40mm) | m² | R | R | R |
| 1.2.5 | Supply and installation of rubber matting (50mm) | m² | R | R | R |

| INITIALS OF CCT OFFICIALS | | |
|---|---|---|
| 1 | 2 | 3 |

| | | | | | |
|---|---|---|---|---|---|
| **1.3** | **Supply and installation of CUSTOM COLOURS (Oxide) SBR Rubber Matting** | | | | |
| **1.3.1** | **Supply and installation of rubber matting (10mm)** | **m²** | **R** | **R** | **R** |
| **1.3.2** | **Supply and installation of rubber matting (20mm)** | **m²** | **R** | **R** | **R** |
| **1.3.3** | **Supply and installation of rubber matting (30mm)** | **m²** | **R** | **R** | **R** |
| **1.3.4** | **Supply and installation of rubber matting (40mm)** | **m²** | **R** | **R** | **R** |
| **1.3.5** | **Supply and installation of rubber matting (50mm)** | **m²** | **R** | **R** | **R** |
| **1.4** | **Supply and installation of CUSTOM COLOURS (Pigmented) SBR Rubber Matting** | | | | |
| **1.4.1** | **Supply and installation of rubber matting (10mm)** | **m²** | **R** | **R** | **R** |
| **1.4.2** | **Supply and installation of rubber matting (20mm)** | **m²** | **R** | **R** | **R** |
| **1.4.3** | **Supply and installation of rubber matting (30mm)** | **m²** | **R** | **R** | **R** |
| **1.4.4** | **Supply and installation of rubber matting (40mm)** | **m²** | **R** | **R** | **R** |
| **1.4.5** | **Supply and installation of rubber matting (50mm)** | **m²** | **R** | **R** | **R** |
| **1.5** | **Supply and installation of BLACK SBR Rubber Matting** | | | | |
| **1.5.1** | **Supply and installation of rubber matting (10mm)** | **m²** | **R** | **R** | **R** |
| **1.5.2** | **Supply and installation of rubber matting (20mm)** | **m²** | **R** | **R** | **R** |
| **1.5.3** | **Supply and installation of rubber matting (30mm)** | **m²** | **R** | **R** | **R** |
| **1.5.4** | **Supply and installation of rubber matting (40mm)** | **m²** | **R** | **R** | **R** |
| **1.5.5** | **Supply and installation of rubber matting (50mm)** | **m²** | **R** | **R** | **R** |

| **INITIALS OF CCT OFFICIALS** | | |
|---|---|---|
| **1** | **2** | **3** |

| SCHEDULE:2 WET POUR RUBBER SURFACING \| EPDM | | | | | |
|---|---|---|---|---|---|
| | | Unit | Year 1 (Excl. Vat) | Year 2 (Excl. Vat) | Year 3 (Excl. Vat) |
| 2.1 | Supply and installation of EPDM Rubber Matting Colour: Various | | | | |
| 2.1.1 | Supply and installation of EPDM rubber matting (8mm) | m² | R | R | R |
| 2.1.2 | Supply and installation of EPDM rubber matting (10mm) | m² | R | R | R |
| 2.1.3 | Supply and installation of EPDM rubber matting (15mm) | m² | R | R | R |

| INITIALS OF CCT OFFICIALS | | |
|---|---|---|
| 1 | 2 | 3 |

| SCHEDULE 3: PRE-MANUFACTORED RUBBER BRICS \| SBR | | | | | |
|---|---|---|---|---|---|
| | | Unit | Year 1 (Excl Vat) | Year 2 (Excl Vat) | Year 3 (Excl Vat) |
| 3.1 | Supply and installation of Straight and Interlocking SBR Rubber Pavers Colour: Blue and Green (Oxide) | | | | |
| 3.1.1 | Supply and installation of rubber pavers 200 x 100 x 20mm | m² | R | R | R |
| 3.1.2 | Supply and installation of rubber pavers 200 x 100 x 30mm | m² | R | R | R |
| 3.1.3 | Supply and installation of rubber pavers 200 x 100 x 40mm | m² | R | R | R |
| 3.1.4 | Supply and installation of rubber pavers 200 x 100 x 50mm | m² | R | R | R |
| 3.2 | Supply and installation of Straight and Interlocking SBR Rubber Pavers Colour: Blue and Green (Pigmented) | | | | |
| 3.2.1 | Supply and installation of rubber pavers 200 x 100 x 20mm | m² | R | R | R |
| 3.2.2 | Supply and installation of rubber pavers 200 x 100 x 30mm | m² | R | R | R |
| 3.2.3 | Supply and installation of rubber pavers 200 x 100 x 40mm | m² | R | R | R |
| 3.2.4 | Supply and installation of rubber pavers 200 x 100 x 50mm | m² | R | R | R |
| 3.3 | Supply and installation of Straight and Interlocking SBR Rubber Pavers Colour: Custom Colour (Oxide) | | | | |
| 3.3.1 | Supply and installation of rubber pavers 200 x 100 x 20mm | m² | R | R | R |
| 3.3.2 | Supply and installation of rubber pavers 200 x 100 x 30mm | m² | R | R | R |
| 3.3.3 | Supply and installation of rubber pavers 200 x 100 x 40mm | m² | R | R | R |
| 3.3.4 | Supply and installation of rubber pavers 200 x 100 x 50mm | m² | R | R | R |

| INITIALS OF CCT OFFICIALS | | |
|---|---|---|
| 1 | 2 | 3 |

| | | | | | |
|---|---|---|---|---|---|
| **3.4** | **Supply and installation of Straight and Interlocking SBR Rubber Pavers Colour: Custom Colour (Pigmented)** | | | | |
| **3.4.1** | **Supply and installation of rubber pavers 200 x 100 x 20mm** | **m²** | **R** | **R** | **R** |
| **3.4.2** | **Supply and installation of rubber pavers 200 x 100 x 30mm** | **m²** | **R** | **R** | **R** |
| **3.4.3** | **Supply and installation of rubber pavers 200 x 100 x 40mm** | **m²** | **R** | **R** | **R** |
| **3.4.4** | **Supply and installation of rubber pavers 200 x 100 x 50mm** | **m²** | **R** | **R** | **R** |
| **3.5** | **Supply and installation of Straight and Interlocking SBR Rubber Pavers Colour: Black** | | | | |
| **3.5.1** | **Supply and installation of rubber pavers 200 x 100 x 20mm** | **m²** | **R** | **R** | **R** |
| **3.5.2** | **Supply and installation of rubber pavers 200 x 100 x 30mm** | **m²** | **R** | **R** | **R** |
| **3.5.3** | **Supply and installation of rubber pavers 200 x 100 x 40mm** | **m²** | **R** | **R** | **R** |
| **3.5.4** | **Supply and installation of rubber pavers 200 x 100 x 50mm** | **m²** | **R** | **R** | **R** |

| **INITIALS OF CCT OFFICIALS** | | |
|---|---|---|
| **1** | **2** | **3** |

| SCHEDULE 4: PRE-MANUFACTORED RUBBER TILES \| SBR | | | | | |
|---|---|---|---|---|---|
| | | Unit | Year 1 (Excl. Vat) | Year 2 (Excl. Vat) | Year 3 (Excl. Vat) |
| 4.1 | Supply and installation of SBR Rubber Tiles Colour: Blue and Green (Oxide) | | | | |
| 4.1.1 | Supply and installation of rubber tiles 500 x 500 x 15mm | m² | R | R | R |
| 4.1.2 | Supply ONLY of rubber tiles 500 x 500 x 15mm | m² | R | R | R |
| 4.1.3 | Supply and installation of rubber tiles 500 x 500 x 20mm | m² | R | R | R |
| 4.1.4 | Supply ONLY of rubber tiles 500 x 500 x 20mm | m² | R | R | R |
| 4.1.5 | Supply and installation of rubber tiles 500 x 500 x 25mm | m² | R | R | R |
| 4.1.6 | Supply ONLY of rubber tiles 500 x 500 x 25mm | m² | R | R | R |
| 4.1.7 | Supply and installation of rubber tiles 500 x 500 x 30mm | m² | R | R | R |
| 4.1.8 | Supply ONLY of rubber tiles 500 x 500 x 30mm | m² | R | R | R |

| INITIALS OF CCT OFFICIALS | | |
|---|---|---|
| 1 | 2 | 3 |

| | | | | | |
|---|---|---|---|---|---|
| **4.2** | **Supply and installation of SBR Rubber Tiles Colour: Blue and Green (Pigmented)** | | | | |
| **4.2.1** | **Supply and installation of rubber tiles 500 x 500 x 15mm** | **m²** | **R** | **R** | **R** |
| **4.2.2** | **Supply ONLY of rubber tiles 500 x 500 x 15mm** | **m²** | **R** | **R** | **R** |
| **4.2.3** | **Supply and installation of rubber tiles 500 x 500 x 20mm** | **m²** | **R** | **R** | **R** |
| **4.2.4** | **Supply ONLY of rubber tiles 500 x 500 x 20mm** | **m²** | **R** | **R** | **R** |
| **4.2.5** | **Supply and installation of rubber tiles 500 x 500 x 25mm** | **m²** | **R** | **R** | **R** |
| **4.2.6** | **Supply ONLY of rubber tiles 500 x 500 x 25mm** | **m²** | **R** | **R** | **R** |
| **4.2.7** | **Supply and installation of rubber tiles 500 x 500 x 30mm** | **m²** | **R** | **R** | **R** |
| **4.2.8** | **Supply ONLY of rubber tiles 500 x 500 x 30mm** | **m²** | **R** | **R** | **R** |

| **INITIALS OF CCT OFFICIALS** | | |
|---|---|---|
| **1** | **2** | **3** |

| | | | | | |
|---|---|---|---|---|---|
| 4.3 | Supply and installation of SBR Rubber Tiles Colour: Custom Colours (Oxide) | | | | |
| 4.3.1 | Supply and installation of rubber tiles 500 x 500 x 15mm | m² | R | R | R |
| 4.3.2 | Supply ONLY of rubber tiles 500 x 500 x 15mm | m² | R | R | R |
| 4.3.3 | Supply and installation of rubber tiles 500 x 500 x 20mm | m² | R | R | R |
| 4.3.4 | Supply ONLY of rubber tiles 500 x 500 x 20mm | m² | R | R | R |
| 4.3.5 | Supply and installation of rubber tiles 500 x 500 x 25mm | m² | R | R | R |
| 4.3.6 | Supply ONLY of rubber tiles 500 x 500 x 25mm | m² | R | R | R |
| 4.3.7 | Supply and installation of rubber tiles 500 x 500 x 30mm | m² | R | R | R |
| 4.3.8 | Supply ONLY of rubber tiles 500 x 500 x 30mm | m² | R | R | R |
| 4.4 | Supply and installation of SBR Rubber Tiles Colour: Custom Colours (Pigmented) | | | | |
| 4.4.1 | Supply and installation of rubber tiles 500 x 500 x 15mm | m² | R | R | R |
| 4.4.2 | Supply ONLY of rubber tiles 500 x 500 x 15mm | m² | R | R | R |
| 4.4.3 | Supply and installation of rubber tiles 500 x 500 x 20mm | m² | R | R | R |
| 4.4.4 | Supply ONLY of rubber tiles 500 x 500 x 20mm | m² | R | R | R |
| 4.4.5 | Supply and installation of rubber tiles 500 x 500 x 25mm | m² | R | R | R |
| 4.4.6 | Supply ONLY of rubber tiles 500 x 500 x 25mm | m² | R | R | R |
| 4.3.7 | Supply and installation of rubber tiles 500 x 500 x 30mm | m² | R | R | R |
| 4.3.8 | Supply ONLY of rubber tiles 500 x 500 x 30mm | m² | R | R | R |

| INITIALS OF CCT OFFICIALS | | |
|---|---|---|
| 1 | 2 | 3 |

| | | | | | |
|---|---|---|---|---|---|
| **4.5** | **Supply and installation of SBR Rubber Tiles Colour: Black** | | | | |
| **4.5.1** | **Supply and installation of rubber tiles 500 x 500 x 15mm** | **m²** | **R** | **R** | **R** |
| **4.5.2** | **Supply ONLY of rubber tiles 500 x 500 x 15mm** | **m²** | **R** | **R** | **R** |
| **4.5.3** | **Supply and installation of rubber tiles 500 x 500 x 20mm** | **m²** | **R** | **R** | **R** |
| **4.5.4** | **Supply ONLY of rubber tiles 500 x 500 x 20mm** | **m²** | **R** | **R** | **R** |
| **4.5.5** | **Supply and installation of rubber tiles 500 x 500 x 25mm** | **m²** | **R** | **R** | **R** |
| **4.5.6** | **Supply ONLY of rubber tiles 500 x 500 x 25mm** | **m²** | **R** | **R** | **R** |
| **4.5.7** | **Supply and installation of rubber tiles 500 x 500 x 30mm** | **m²** | **R** | **R** | **R** |
| **4.5.8** | **Supply ONLY of rubber tiles 500 x 500 x 30mm** | **m²** | **R** | **R** | **R** |

| **INITIALS OF CCT OFFICIALS** | | |
|---|---|---|
| **1** | **2** | **3** |

| SCHEDULE 5: CRICKET RUN-UP MATTING | | | | | |
|---|---|---|---|---|---|
| | | Unit | Year 1 (Excl. Vat) | Year 2 (Excl. Vat) | Year 3 (Excl. Vat) |
| 5.1 | Supply and installation of SBR Rubber Sheet Matting Colour: Black | | | | |
| 5.1.1 | Supply and installation of rubber sheeting, 1200mm width x 6mm thickness | Lm | R | R | R |
| 5.1.2 | Supply and installation of rubber sheeting, 1200mm width x 8mm thickness | Lm | R | R | R |
| 5.1.3 | Supply and installation of rubber sheeting, 1200mm width x 10mm thickness | Lm | R | R | R |
| 5.1.4 | Supply and installation of rubber sheeting, 1500mm width x 6mm thickness | Lm | R | R | R |
| 5.1.5 | Supply and installation of rubber sheeting, 1500mm width x 8mm thickness | Lm | R | R | R |
| 5.1.6 | Supply and installation of rubber sheeting, 1500mm width x 10mm thickness | Lm | R | R | R |

| INITIALS OF CCT OFFICIALS | | |
|---|---|---|
| 1 | 2 | 3 |

| SCHEDULE 6: PAINT WORKS | | | | | |
|---|---|---|---|---|---|
| | | Unit | Year 1 (Exclusive Vat) | Year 2 (Exclusive Vat) | Year 3 (Exclusive Vat) |
| 6.1 | Supply and application of duthane paint | | | | |
| 6.1.1 | Single layer of duthane (or equivalent approved polyurethane) topcoat Colours: Green, blue, black and red | m² | R | R | R |
| 6.1.2 | Single layer of duthane (or equivalent approved polyurethane) topcoat Colours: Custom Colours | m² | R | R | R |
| 6.1.3 | Single layer of duthane (or equivalent approved polyurethane) clear coat | m² | R | R | R |
| 6.2 | Supply and application of duthane line painting | | | | |
| 6.2.1 | Single layer of duthane (or equivalent approved polyurethane) 50mm line painting Colour: White, green, blue, black and red | Lm | R | R | R |

| INITIALS OF CCT OFFICIALS | | |
|---|---|---|
| 1 | 2 | 3 |

| SCHEDULE 7: SURFACING | | | | | |
|---|---|---|---|---|---|
| | | **Unit** | **Year 1 (Exclusive Vat)** | **Year 2 (Exclusive Vat)** | **Year 3 (Exclusive Vat)** |
| **7.1** | **Removal, supply and installation of concrete and asphalt surfacing** | | | | |
| **7.1.1** | Demolishing of old existing concrete and/or tarmac bases and removal from site | **m²** | **R** | **R** | **R** |
| **7.1.2** | Supply and installation of 100 mm thick concrete base 15mpa | **m²** | **R** | **R** | **R** |
| **7.1.3** | Supply and installation of 30 mm asphalt (50/70 Bitumen) | **t** | **R** | **R** | **R** |
| **7.1.4** | Supply and installation of steel Welded Wire Mesh 2400 x6000 x 4 mm Ref 100 | **m²** | **R** | **R** | **R** |
| **7.2** | **REPAIR OF EXISTING SURFACES** | | | | |
| **7.2.1** | Repair and make good existing concrete surface beds, complete price per m³: to accommodate thickness layer of rubber/pavers/tiles, including levelling, repair construction joints and expansion joints | **m³** | **R** | **R** | **R** |
| **7.2.2** | Repair and make good existing asphalt base surfaces: price per m3: to accommodate thickness layer of rubber/pavers/tiles, including repairs in patches and cracking | **m²** | **R** | **R** | **R** |

| **INITIALS OF CCT OFFICIALS** | | |
|---|---|---|
| **1** | **2** | **3** |

| SCHEDULE 8: SITE AND BASE PREPARATION | | | | | |
|---|---|---|---|---|---|
| | | Unit | Year 1 (Exclusive Vat) | Year 2 (Exclusive Vat) | Year 3 (Exclusive Vat) |
| 8.1 | Setting out, site preparation | | | | |
| 8.1.1 | Supply, delivery, installation of DPC 250-micron plastic sheeting | $m^3$ | R | R | R |
| 8.1.2 | Site clearing and grubbing to a depth of 50mm | $m^3$ | R | R | R |
| 8.1.3 | Site setting out, pegging of reference points and establishment of datum levels | $m^2$ | R | R | R |

| INITIALS OF CCT OFFICIALS | | |
|---|---|---|
| 1 | 2 | 3 |

| | | | | | |
|---|---|---|---|---|---|
| **8.2** | **Excavation and removal**<br>**All below listed excavated / removed material to be transported to a registered COCTdumping site. Rates must include removal and transport** | | | | |
| **8.2.1** | **Removal of existing rubber tiles including surface preparation for new installation or repairs** | **m²** | **R** | **R** | **R** |
| **8.2.2** | **Removal of existing rubber matting including surface preparation for new installation or repairs** | **m²** | **R** | **R** | **R** |
| **8.2.3** | **Removal of existing rubber pavers including surface preparation for new installation or repairs** | **m²** | **R** | **R** | **R** |
| **8.2.4** | **Removal of existing paved surfaces, including sub-base layer** | **m²** | **R** | **R** | **R** |
| **8.2.5** | **Removal of existing asphalt surfaces, including sub-base layer** | **m²** | **R** | **R** | **R** |
| **8.2.6** | **Removal of existing concrete surfaces, including sub-base layer and associated reinforcing.** | **m²** | **R** | **R** | **R** |
| **8.2.7** | **Removal of existing steel and timber play equipment including foundations** | **m²** | **R** | **R** | **R** |

| **INITIALS OF CCT OFFICIALS** | | |
|---|---|---|
| **1** | **2** | **3** |

| | | | | | |
|---|---|---|---|---|---|
| **8.3** | **Fill** | | | | |
| **8.3.1** | **Supply, delivery, installation and compaction (where needed) of washed river sand** | **m³** | **R** | **R** | **R** |
| **8.3.2** | **Supply, delivery, installation and compaction of 10mm crusher dust** | **m³** | **R** | **R** | **R** |
| **8.3.3** | **Supply, delivery, installation and compaction of 100mm G5 sub-base. Compacted to 95% MOD AASHTO** | **m³** | **R** | **R** | **R** |
| **8.3.4** | **Compaction of base course to 93% MOD AASHTO density** | **m²** | **R** | **R** | **R** |
| **8.3.5** | **Supply, delivery, placing and compaction of fill material, approved by the Project Manager, to build up levels below the sub-base. Fill shall be free of organic matter, debris and stones larger than 50mm, placed in layers not exceeding 150mm and compacted to 93% MOD AASHTO** | **m³** | **R** | **R** | **R** |

| **INITIALS OF CCT OFFICIALS** | | |
|---|---|---|
| **1** | **2** | **3** |

**Pricing Instructions**

5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.

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

5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.

5.4 All prices shall be tendered in accordance with the units specified in this schedule.

5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.

5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**

5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.

# C.5 SPECIFICATION(S)

## RUBBER SAFETY SURFACING: TECHNICAL SPECIFICATION

**INDEX**

**1. INTRODUCTION & GENERAL SCOPE**
**1.1 General description of works**

**2. SCOPE OF WORK**
**2.1 Pre-manufactured rubber units**
**2.2 In-situ wet pour surfacing**
**2.3 Wet pour layer system**
**2.4 Conformity with samples**

**3. MATERIAL SPECIFICATIONS**
**3.1 SBR (Styrene Butadiene Rubber)**
**3.2 EPDM (Ethylene Propylene Diene Monomer)**
**3.3 Duthane topcoat**
**3.4 General performance requirements**
**3.5 Binder and UV protection**
**3.6 Supplier declaration and proof of supply**

**4. SITE CLEARANCE & PREPARATION**
**4.1 Assessment of existing surface**
**4.2 Removal of existing materials and structures**
**4.3 Tree protection**
**4.4 Clearing and grubbing**
**4.5 Setting out, pegging and datum levels**
**4.6 Excavation**
**4.7 Landform alterations**
**4.8 Site drainage and falls**

**5. BASE CONSTRUCTION**
**5.1 Base types**
**5.2 In-situ base compaction**
**5.3 Damp proof course (DPC)**
**5.4 Concrete slab**
**5.5 Asphalt base**
**5.6 G5 base and crusher dust bedding**
**5.7 Testing and hold points**

**6. EDGING**
**6.1 Edging types**
**6.2 Installation**
**6.3 Finished levels and drainage openings**

**7. RUBBER LAYING & INSTALLATION**
**7.1 Surface condition before installation**
**7.2 Wet pour installation**
**7.3 Paver and tile installation**
**7.4 Sheeting installation**
**7.5 Steel base plates**
**7.6 Curing, painting and opening to public**
**7.7 Finished levels**

## 8. PROJECT SEQUENCING & COORDINATION
**8.1 Coordination with other contractors**
**8.2 Sequencing and programme approval**

## 9. SEQUENCE OF WORKS

## 10. DELIVERY / INSTALLATION PERIOD
**10.1 Execution period**

## 11. WASTE DISPOSAL & SITE REHABILITATION
**11.1 Disposal and dumping receipts**
**11.2 Spillage and spoilage**
**11.3 Post-construction rehabilitation and handover**

## 12. QUALITY CONTROL & TESTING
**12.1 Inspection during installation**
**12.2 Acceptance criteria**
**12.3 Remedial work**

## 13. GENERAL CONTRACTOR REQUIREMENTS
**13.1 Adherence to Project Manager instructions**
**13.2 Equipment and staff availability**
**13.3 Staff conduct, protective clothing and performance**
**13.4 Local Labour / EPWP**
**13.5 Subcontracting**

## 14. HEALTH & SAFETY SPECIFICATION
**14.1 OHSA compliance and contractor liability**
**14.2 Hazard Identification and Risk Assessment (HIRA)**
**14.3 Project-specific risks**

## 15. TRADE NAMES / PROPRIETARY PRODUCTS

## 16. EMPLOYMENT OF SECURITY PERSONNEL

## 17. FORMS FOR CONTRACT ADMINISTRATION

## 18. DIAGRAMS, MEASUREMENTS AND DETAIL DRAWINGS

## 1. INTRODUCTION & GENERAL SCOPE

### 1.1 General description of works

The tenderer is expected to supply, deliver and install shock-absorbent, porous, free-draining rubber safety surfacing around play and outdoor exercise equipment, as well as in indoor areas, as instructed by the client. The surfacing comprises both pre-manufactured rubber units (pavers, tiles and sheeting) and in-situ wet pour rubber surfacing.

The tenderer is further expected to carry out all site and base works required to receive the rubber surfacing, including site clearance, excavation, base construction, edging and the removal of waste from site. Where no suitable hard surface exists, the tenderer shall construct a new base prior to the installation of any rubber surfacing.

The scope also includes the repair of existing rubber surfacing, as well as the painting of rubber surfaces, including protective topcoats, game lines and markings, as instructed by the client.
The extent of the surfacing shall be indicated on a plan, or as agreed with the Contract Manager and pegged on site. The tenderer shall adhere strictly to the issued plans, and no changes or alterations shall be made without the prior written approval of the Project Manager. All work shall be carried out to industry best practice, with appropriate precautionary measures in place to protect the environment.

## 2. SCOPE OF WORK

2.1 Pre-manufactured rubber units

Pre-manufactured rubber pavers, tiles and sheeting shall be supplied, delivered and installed in the thicknesses and colours as specified in the pricing schedules.
All rubber units shall be manufactured from SBR rubber with consistent quality and colour across all supplied materials. Rubber units must be colour-impregnated using oxides or pigmentation, available in blue, green, yellow, black, or custom colours as agreed between the tenderer and client, or as specified in the pricing schedules.

All rubber units shall be installed on properly constructed sub-base layers that comply with the base construction requirements of this specification.

2.2 In-situ wet pour surfacing

In-situ wet pour rubber surfacing shall be laid as a continuous, seamless pour (not in panels or tiles) using a wet pour application method. Joints or splices shall incorporate a suitable waterproof bond connection where pouring is stopped and restarted.

Wet pour rubber surfacing shall consist of SBR or EPDM rubber material, colour-impregnated using oxides or pigmentation. Colours available include blue, green, yellow, black, or custom colours as agreed between the tenderer and client.

All wet pour surfacing shall be installed on properly constructed sub-base layers that comply with the base construction requirements of this specification.

2.3 Wet pour layer system

Wet pour rubber surfacing shall be installed as a two-layer system, comprising a cushioning base layer and a wearing course, bound together with a polyurethane binder.

Base layer: SBR rubber granules of 2–6mm, laid in the thicknesses specified in the pricing schedules.
Wearing course: EPDM rubber granules of 1–4mm, laid to a uniform thickness of 8mm over the base layer, in the colour specified.

Where a single 10mm layer is specified, it shall consist of the coloured wearing course material only, laid directly onto a suitable hard surface.

2.4 Conformity with samples

All materials supplied and installed under this contract shall be identical in quality, colour, composition and finish to the samples submitted with the tender. Any deviation from the approved samples shall require the prior

written approval of the Project Manager. Materials or work that do not conform to the approved samples may be rejected and shall be replaced at the tenderer's cost.

## 3. MATERIAL SPECIFICATIONS

3.1. SBR (Styrene Butadiene Rubber)

All SBR materials supplied shall be recycled rubber derived from waste tyres. SBR shall be used as the primary material for pre-manufactured pavers, tiles and sheeting, and as the cushioning base layer in wet pour systems. SBR shall be colour-impregnated using oxides or pigmentation and made available in blue, green, yellow, black, or custom colours as agreed between the tenderer and client.

3.2 EPDM (Ethylene Propylene Diene Monomer)

All EPDM materials supplied shall be virgin synthetic rubber manufactured specifically for playground safety surfacing applications. EPDM shall not be recycled material. EPDM shall be colour-impregnated using oxides or pigmentation. Colours available shall correspond to the approved samples. EPDM shall be used as the wearing course (top layer) in wet pour surfacing systems.

3.3 Duthane topcoat

Where required in hard wearing areas, a single topcoat of colour-impregnated Duthane (or equivalent polyurethane) shall be applied over the wet pour rubber surface. Paint colours for Duthane application shall be as specified in the pricing schedules.

3.4 General performance requirements

All rubber surfacing shall be shock-absorbent, slip-resistant, porous and free-draining, and suitable for use under and around children's play and outdoor exercise equipment. The surfacing shall be durable and resistant to normal wear and weathering, and shall not crack, crumble, delaminate or shed granules under normal use.

3.5 Binder and UV protection

Wet pour rubber surfacing shall be bound with a solvent-free, MDI-based polyurethane binder recommended by the manufacturer for the granule type used. Binder content shall be in accordance with the manufacturer's recommendations but shall not be less than 8% by weight for the SBR base layer and 18% by weight for the EPDM wearing course.

All rubber products for exterior application, including pre-manufactured units, shall be UV-stabilised to prevent discolouration, fading and breakdown of the surface under sunlight. Product data sheets for the binder and rubber materials shall be submitted to the Project Manager prior to installation.

3.6 Supplier declaration and proof of supply

The tenderer shall declare the name of its rubber material supplier(s) with its tender submission. Any change of supplier during the contract shall require the prior written approval of the Project Manager. Delivery notes for all rubber material delivered to site shall be presented to the Project Manager prior to installation, confirming the product type, quantity and batch number.

## 4. SITE CLEARANCE & PREPARATION

4.1 Assessment of existing surface

All rubber material types, as per the pricing schedules, shall be installed onto a suitable hard surface, such as concrete, asphalt or paving, or onto a compacted sub-base where specified. Prior to commencing work, the tenderer shall assess the existing surface together with the Project Manager to confirm whether it is suitable to receive the rubber surfacing.

Where the existing surface is unsuitable due to excessive rubble, poor soil condition or any man-made or natural obstruction, or where no hard surface exists, the tenderer shall construct a new concrete, asphalt or G5 base, as agreed with the Project Manager, prior to the installation of any rubber surfacing.

4.2 Removal of existing materials and structures

As per the pricing schedules and on the instruction of the Project Manager, the tenderer shall remove any existing materials or structures from the work area, including but not limited to:

- existing rubber surfacing, pavers and tiles
- concrete bases and slabs
- asphalt surfaces
- play and gym equipment

Where play or gym equipment is removed, the tenderer shall confirm with the Project Manager whether it is to be disposed of or delivered to a City depot for re-use. All other removed material shall be disposed of at an approved City of Cape Town waste disposal site.

4.3 Tree protection

All existing trees within or adjacent to the work area shall be protected for the duration of the works, unless their removal has been approved in writing by the Project Manager. Before any clearing or excavation commences, the tenderer shall establish a protection zone around each tree, extending to at least the drip line of the canopy, and demarcate it with temporary barrier fencing.

Within the protection zone, the tenderer shall not:

- stockpile materials, or park or operate machinery
- mix or wash out concrete, binder or other chemicals
- alter ground levels
- excavate, except by hand and with the approval of the Project Manager

Roots larger than 50mm in diameter shall not be cut without the approval of the Project Manager. Where root cutting is approved, roots shall be cleanly pruned with a sharp saw. Where surfacing is required within a protection zone, the base construction method shall be agreed with the Project Manager before work commences.

Any damage to trees caused by the tenderer's operations shall be reported to the Project Manager immediately and remedied at the tenderer's cost.

4.4 Clearing and grubbing

Clearing and grubbing shall be carried out as per the pricing schedules. The tenderer shall clear the work area of all vegetation, roots, topsoil, rubble, litter and other loose or organic material to the extent required to construct the new base. Clearing shall be confined to the work area as pegged on site and shall not extend into tree protection zones. All cleared material shall be removed from site and disposed of at an approved City of Cape Town waste disposal site.

The assistance of the Project Manager, identify any existing services within the work area, including:

- fibre optic cables
- irrigation pipes
- water lines
- electrical cables

4.5 Setting out, pegging and datum levels

Setting out of the work area shall be carried out by the tenderer in accordance with the issued drawings, prior to any excavation. The tenderer shall establish pegs and a fixed datum level, from which all finished levels shall be measured, and shall mark out the extent of the work area. The setting out and pegging shall be inspected and approved by the Project Manager before excavation commences. Pegs and datum points shall be protected and maintained for the duration of the works.

4.6 Excavation

- Before any excavation commences, the tenderer shall, to the best of its ability and with
- stormwater and sewer pipes

Where services are found to be in the way of the works, the tenderer shall flag this with the Project Manager before proceeding. Any damage to services shall be reported to the Project Manager immediately.

Excavation shall be carried out to a depth equal to the total thickness of the specified sub-base layers and rubber surfacing, so that the finished surface sits level with the surrounding ground. Hand excavation may be required near trees, existing services and infrastructure, such as equipment footings, as directed by the Project Manager.

Any soft, wet or unsuitable material encountered at the base of the excavation shall be removed and replaced with approved fill material, as agreed with the Project Manager. Excavated material shall be removed from site and disposed of at an approved City of Cape Town waste disposal site.

4.7 Landform alterations

Where the works require the existing landform or topography to be altered, such as through cutting, filling, or the creation of mounds or terraces, no vertical drop or retained edge between adjacent finished levels shall exceed 1000mm. All landform alterations shall be carried out in accordance with the issued drawings and approved by the Project Manager before work commences.
Rubber surfacing shall not be installed on gradients steeper than 1:3 (33%). Where steeper gradients are unavoidable, the tenderer shall notify the Project Manager, and no work shall proceed on such slopes without the Project Manager's prior written approval. The tenderer shall submit a method statement, including the base construction and keying details, for approval. Mounds, embankments and other sloped surfaces shall be laid on a concrete base.

4.8 Site drainage and falls

The finished base shall be laid to falls that direct water away from the surfaced area, to prevent ponding on or beneath the rubber surfacing. Unless otherwise indicated on the issued drawings, bases shall be laid to a minimum fall of 1:50 (2%) towards an existing stormwater outlet, soft landscape area or other drainage point approved by the Project Manager.
Drainage shall not discharge onto adjacent pathways, buildings or neighbouring properties. Any ponding on the completed surface shall be rectified at the tenderer's cost.

## 5. BASE CONSTRUCTION

5.1 Base types

Where a new base is required, the base type shall be determined per site, as indicated on the issued drawings or as instructed by the Project Manager. The following base types may be specified:

- concrete slab, with or without steel mesh reinforcement
- asphalt
- G5 sub-base

Where rubber pavers are laid on a G5 sub-base, a compacted crusher dust bedding layer shall be provided between the sub-base and the pavers. Where wet pour surfacing is laid on a G5 sub-base, the SBR base layer shall be a minimum of 40mm thick.

Rubber tiles shall only be laid on a concrete or asphalt base. Finished bases shall allow for the full thickness of the specified rubber surfacing. Where a base is constructed above the required level and impedes the use of play or exercise equipment, the tenderer shall remove and reconstruct the base at its own cost.

5.2 In-situ base compaction

The in-situ material and any fill shall be free of organic matter, debris, and stones or boulders larger than 50mm. The in-situ material at the base of the excavation shall be shaped to the required levels and falls, and compacted to a minimum of 93% MOD AASHTO density.

Where fill is required to make up levels, fill material approved by the Project Manager shall be placed in layers not exceeding 150mm, with each layer compacted to a minimum of 93% MOD AASHTO density.

5.3 Damp proof course (DPC)

A 250-micron polyethylene DPC sheet shall be laid over the compacted in-situ base prior to the placing of any concrete slab. Joints in the sheet shall be overlapped by a minimum of 200mm, and the sheet shall be free of tears and punctures when the concrete is placed.

5.4 Concrete slab

*5.4.1 General*
Concrete slabs shall be a minimum of 100mm thick, with a minimum 28-day compressive strength of 15MPa, and shall be laid to the levels and falls indicated on the issued drawings. The tenderer shall submit the concrete mix design to the Project Manager prior to placing. Slab thickness shall be controlled by depth pegs or screed rails set to the finished levels.

*5.4.2 Materials and mixing*
Concrete shall be either ready-mixed or mixed on site. Site-mixed concrete shall be mixed in a mechanical concrete mixer; hand mixing shall not be permitted. Materials shall be measured by gauge box, not by shovel. No water shall be added to the concrete after mixing to improve workability. Ready-mixed concrete delivery notes shall be presented to the Project Manager.

*5.4.3 Reinforcement*
Where specified in the pricing schedules or instructed by the Project Manager, slabs shall be reinforced with Ref 100 steel welded mesh. The mesh shall be supported on spacers within the slab and shall not rest on the DPC.

*5.4.4 Weather conditions*
Concrete shall not be placed:
- during rain, or when rain is expected within 24 hours of placing
- when the air temperature is below 5°C or above 32°C
- in strong wind, unless the work area is screened

In hot weather, concrete shall be placed in the early morning or late afternoon.

*5.4.5 Placing, compaction and finishing*
Concrete shall be placed within 90 minutes of mixing and compacted by vibration or tamping to remove trapped air. The slab surface shall be given a light broom finish to provide a textured surface for the rubber surfacing to bond to.

*5.4.6 Expansion joints*
Expansion joints shall be provided on slabs larger than 6m x 6m. Joints may be formed either as saw-cut joints or as cast joints created during concrete placement. Saw-cut joints shall be cut to a depth of a quarter of the slab thickness within 24 hours of placing. The joint method, spacing and configuration shall be submitted to the Project Manager for approval before concrete is poured. Joints shall not be filled, as they will be covered by the rubber surfacing.

*5.4.7 Curing and protection*
Immediately after finishing, the slab shall be covered with polyethylene sheeting or wet hessian and kept continuously moist for a minimum of 7 days. Curing compounds shall not be used, as they prevent the rubber binder from bonding to the slab. No foot traffic shall be permitted on the slab within 24 hours of placing, and no equipment or materials within 7 days. The slab shall be protected from damage, animals and the public during curing. Concrete shall have reached a minimum of 70% of its design strength before any rubber surfacing is installed.

5.5 Asphalt base

Asphalt bases shall consist of a minimum 30mm layer of asphalt (50/70 penetration grade bitumen), laid on a 100mm G5 sub-base compacted to a minimum of 95% MOD AASHTO density. The asphalt shall be laid hot, compacted with a roller and finished to the levels and falls indicated on the issued drawings, with a smooth, even surface free of loose aggregate. The asphalt shall be allowed to cool and cure, as recommended by the rubber surfacing manufacturer, before any rubber surfacing is installed.

5.6 G5 base and crusher dust bedding

G5 sub-bases shall be a minimum of 100mm thick, constructed from G5 material as classified in TRH 14, and compacted to a minimum of 95% MOD AASHTO density. The sub-base shall be laid to the levels and falls indicated on the issued drawings.

Where rubber pavers are laid on a G5 sub-base, a crusher dust bedding layer with a minimum thickness of 10mm shall be screeded level and compacted over the sub-base. A thin layer of cement shall then be spread over the compacted crusher dust as a stabiliser, watered in and compacted before the pavers are laid.

5.7 Testing and hold points

All testing shall be carried out by an independent SANAS-accredited testing laboratory. The following shall be tested:

- compaction of the in-situ base and of each fill layer, to confirm a minimum of 93% MOD AASHTO density
- compaction of the G5 sub-base, to confirm a minimum of 95% MOD AASHTO density
- concrete compressive strength, by means of test cubes taken at the time of placing

Testing shall be carried out at the following minimum frequencies:

- Compaction: one test for every 100m² of each compacted layer. Sites smaller than 100m² shall have at least one test per layer.
- Concrete: one set of three cubes for every 100m² of slab. Sites smaller than 100m² shall have at least one set.

**Each stage listed above is a hold point. No subsequent layer or stage of work shall commence until the test results for the preceding stage have been submitted to, and approved in writing by, the Project Manager. Test results shall state the site, date, layer tested and the result achieved against the specified requirement. Where a test fails, the tenderer shall rework the affected layer and retest it at its own cost. The cost of all testing shall be included in the tendered rates for compaction and concrete works.**

## 6. EDGING

6.1 Edging types

Edging shall be provided around the perimeter of all rubber surfacing, as indicated on the issued drawings. One of the following edging types shall be used:
E1 precast concrete kerbs
clay facebrick, laid as brick-on-edge in stretcher bond
Facebrick shall be of a colour approved by the Project Manager and consistent across the site. Edging is essential around rubber pavers laid on a G5 sub-base, to prevent the pavers from creeping apart.
All edging units shall be free of cracks, chips or any other damage. Damaged units shall be replaced at the tenderer's cost.

6.2 Installation

Edging shall be installed in accordance with the edging detail drawing. Edging shall be set on a prepared and compacted sub-base and bedded on a Class I mortar bed, with the mortar brought up against the outer face of the edging to form a haunch that secures it in place. Joints shall be fully filled and neatly pointed, except where drainage openings are required. Edging units shall be cut with a masonry saw; cutting by hand with a bolster or chisel shall not be permitted.
Edging shall be set true to line and level, with straight runs straight and curves smooth, and shall not deviate by more than 5mm over 3m.
Edging and haunching shall be cured for a minimum of 7 days before any rubber surfacing is installed against them. The haunching shall be backfilled with soil on the outer side, so that the finished ground level meets the top of the edging, with no haunching left exposed.

6.3 Finished levels and drainage openings

The top of the edging shall finish flush with the finished rubber surface and the surrounding ground level. The difference in level between the edging and the adjacent rubber surface or ground shall not exceed 5mm.
Where edging is located at the low point of a slope or fall, drainage openings 10–15mm wide shall be provided to allow water to drain out of the surfaced area. For facebrick edging, this shall be done by leaving vertical joints open; for E1 kerbs, by leaving a gap between adjacent kerb units. The spacing of openings shall be as indicated on the issued drawings or as directed by the Project Manager.

## 7. RUBBER LAYING & INSTALLATION

7.1 Surface condition before installation
Rubber surfacing shall only be installed once all base hold points have been approved by the Project Manager. Before installation commences, the tenderer shall confirm in writing to the Project Manager that the base is acceptable to receive the rubber surfacing.
At the time of installation, the base shall be clean, dry and free of dust, loose material, oil, standing water and any other contaminants. Adjacent surfaces, edging and equipment shall be masked or otherwise protected against contamination by binder or adhesive.

Rubber surfacing shall not be installed:

- during rain, or when rain is expected within 24 hours of installation
- when the air or base temperature is outside the range recommended by the rubber surfacing manufacturer
- on a damp or wet base

7.2 Wet pour installation

Rubber granules and binder shall be mixed in a mechanical mixer, in the proportions specified, and the mixing point shall be located as close to the work area as practical. The base and all edges shall be primed with a primer recommended by the manufacturer before the rubber is placed. Wet pour shall be applied and finished by hand trowel.

Base layer: The SBR base layer shall be spread evenly to the specified thickness, controlled by screed rails or depth gauges, and compacted by trowel.

Wearing course: Once the base layer has cured sufficiently, as recommended by the manufacturer, the EPDM wearing course shall be spread over it and trowelled to a smooth, even finish, with a consistent distribution of colour and no pits or voids.

Wet pour shall be laid as a continuous pour, and joints shall be kept to a minimum. Where a pour is stopped, the edge shall be cut clean and primed before pouring is restarted. Joints between different colours shall be bonded in the same way.

7.3 Paver and tile installation

Rubber pavers shall be laid on the crusher dust bedding layer, and rubber tiles on a concrete or asphalt base. Pavers and tiles shall be laid to the pattern indicated on the issued drawings, with tight joints and no gaps between units. Interlocking pavers shall be fully engaged with adjacent units.

All pavers and tiles shall be bonded to the base and to adjacent units with a polyurethane adhesive recommended by the manufacturer, applied at the manufacturer's coverage rate. Units shall be cut with a sharp blade or saw to fit neatly around edges and equipment.

Units from different production batches shall be mixed during laying to avoid visible colour banding. The finished surface shall be even, with no lipping between adjacent units greater than 2mm.

7.4 Sheeting installation

Rubber sheeting shall be laid on a concrete or asphalt base, or on another surface approved by the Project Manager, in the widths and thicknesses specified in the pricing schedules. Rolls shall be unrolled and left to lie flat for a minimum of 24 hours before fixing, to allow the rubber to relax.

Sheeting shall be either fully bonded or loose-laid, as specified in the pricing schedules or by the Project Manager. Where bonded, sheeting shall be fixed to the base with a polyurethane adhesive recommended by the manufacturer. Where loose-laid, sheeting shall be secured at its ends and edges, by a method approved by the Project Manager, so that it cannot shift or lift. In both cases, joints shall be tightly butted, with no overlaps or gaps, and seams shall run in the direction of travel.

7.5 Steel base plates

Unless otherwise specified by the Project Manager, steel base plates and fixing bolts of play and exercise equipment shall not be covered by rubber surfacing and shall remain accessible for inspection and maintenance. The rubber surfacing shall be finished neatly and tightly around equipment posts and base plates, with no gaps or loose edges. Where the Project Manager requires base plates to be covered, the surfacing shall be laid over them to the full specified thickness.

7.6 Curing, painting and opening to public

The completed surfacing shall be protected from all traffic for a minimum of 48 hours after installation, or longer where recommended by the manufacturer or required by cold or wet weather.

Where painting, topcoats or line marking are specified, these shall only be applied once the rubber surfacing has fully cured, as recommended by the manufacturers of both the rubber and the paint. Painted surfaces shall

then be protected from all traffic for a minimum of 24 hours, or longer where recommended by the paint manufacturer.

Cordoning off the work area during curing shall be the responsibility of the tenderer. The work area shall be barricaded and signposted until the surfacing is opened for use. The tenderer shall monitor the curing of the rubber and paint, keep the Project Manager informed of progress, and notify the Project Manager when the surface is ready for inspection. The surfacing shall not be opened for public use until approved by the Project Manager.

7.7 Finished levels

The finished rubber surface shall be flush with the edging, adjacent paths and surrounding ground, within the tolerance specified for edging. The surface shall maintain the falls of the base and shall not hold water.

## 8. PROJECT SEQUENCING & COORDINATION

8.1 Coordination with other contractors

Where other contractors are working on the same site, including steel fabricators and installers of timber play equipment and outdoor gym equipment, the tenderer shall coordinate its work with theirs, with the assistance of the Project Manager, to agree how each can best accommodate the other. In particular, the tenderer shall coordinate:

- the setting out and casting of equipment footings in relation to the base and edging
- the timing of base construction relative to equipment installation
- the installation of rubber surfacing around equipment posts and base plates

The tenderer shall protect the completed work of other contractors, and any damage caused by the tenderer to such work shall be made good at the tenderer's cost.

8.2 Sequencing and programme approval

Before commencing work on any site, the tenderer shall submit a proposed programme, showing the sequence of works and its coordination with other contractors, to the Project Manager for approval. Any change to the approved programme, including delays, shall be communicated to the Project Manager without delay.

## 9. SEQUENCE OF WORKS

The following sequence shall be followed for the installation of rubber surfacing. The sequence is generic and may vary from site to site, as agreed with the Project Manager. The durations given are minimum curing periods and not programme dates.

Site preparation

1. Site briefing and handover with the Project Manager, including confirmation of the extent of works, the issued drawings and coordination with other contractors on site.
2. Establishment of tree protection zones and identification of existing services with the Project Manager.
3. Removal of existing materials and structures, and clearing and grubbing of the work area.
4. Setting out, pegging and establishment of datum levels.
   Hold point: setting out to be approved by the Project Manager before excavation commences.

Base construction

1. Excavation to the total depth of the specified sub-base layers and rubber surfacing, and shaping to the required levels and falls.
2. Compaction of the in-situ base and any fill layers.
   Hold point: compaction test results to be approved by the Project Manager before the next layer is placed.
3. Installation of edging on a mortar bed with concrete haunching.
4. Construction of the base: DPC and concrete slab, including expansion joints, asphalt on a G5 sub-base, or G5 sub-base, as specified.
5. Curing of the concrete base and edging for a minimum of 7 days, until the concrete has reached a minimum of 70% of its design strength. No foot traffic for 24 hours after placing.
   Hold point: concrete cube test or G5 compaction results to be approved by the Project Manager before

rubber installation.

Rubber installation – wet pour

1. Pre-installation check: the tenderer confirms in writing that the base is acceptable, and gives the Project Manager 48 hours' notice of installation.
2. Priming of the base and edges, and installation of the SBR base layer.
3. Curing of the SBR base layer, as recommended by the manufacturer.
4. Installation of the EPDM wearing course, where applicable.
5. Curing of the rubber surfacing for a minimum of 48 hours, with the area barricaded and closed to all traffic.
6. Painting and line marking, where applicable, once the rubber has fully cured.
7. Curing of paint, where applicable, for a minimum of 24 hours, with no traffic on painted surfaces.

Rubber installation – pre-cast units (pavers and tiles)

1. Pre-installation check: the tenderer confirms in writing that the base is acceptable, and gives the Project Manager 48 hours' notice of installation.
2. Preparation of the bedding layer or base, as applicable, to receive the units.
3. Laying of units to the specified pattern, bonded with adhesive, with tight joints and units from different batches mixed.
4. Curing of the adhesive, as recommended by the manufacturer, with the area barricaded and closed to all traffic.
5. Painting and line marking, where applicable, once the adhesive has fully cured.
6. Curing of paint, where applicable, for a minimum of 24 hours, with no traffic on painted surfaces.

Completion

1. Clean-up, waste disposal and site rehabilitation.
2. Final inspection and handover. Hold point: Project Manager approval before opening to the public.

## 10. DELIVERY / INSTALLATION PERIOD

10.1 Execution period

The tenderer shall confirm that it is able to execute each purchase order, in accordance with the conditions and specifications of this tender, within 4 weeks of the date of the purchase order.

## 11. WASTE DISPOSAL & SITE REHABILITATION

11.1 Disposal and dumping receipts

All waste generated by the works, including removed surfacing, excavated material and construction waste, shall be disposed of at an approved City of Cape Town waste disposal site. Illegal dumping shall not be tolerated. Waste awaiting removal shall be kept in a safe and tidy manner and shall not remain on site longer than necessary.

The tenderer shall submit dumping receipts to the Project Manager as proof of disposal for each site. Each receipt shall state the date, the disposal site, the quantity disposed of and the site or purchase order reference to which it relates.

Removed play and gym equipment shall not be disposed of without the consent of the Project Manager, as it may need to be delivered to a City depot for re-use.

11.2 Spillage and spoilage

The tenderer shall remove all spillage and spoilage caused directly or indirectly by its operations, including concrete, binder, adhesive, paint and fuel, from the site and surrounding areas. Spills on adjacent paths, edging or equipment shall be cleaned immediately. Mixers, tools and containers shall not be washed out into drains, soil or watercourses. Any damage to surrounding surfaces caused by spillage shall be made good at the tenderer's cost.

11.3 Post-construction rehabilitation and handover

On completion of the works, the tenderer shall remove all surplus materials, equipment and, once curing is complete, barricading from the site. All areas disturbed by the works, including grassed areas, paths and irrigation, shall be reinstated to their original condition. The site shall be left in a neat and tidy condition and shall only be handed over once a final inspection has been carried out and approved by the Project Manager.
On handover, the tenderer shall submit the manufacturer's care and maintenance instructions for each type of rubber surfacing installed.

## 12. QUALITY CONTROL & TESTING

12.1 Inspection during installation

The Project Manager may inspect the works at any stage. The tenderer shall give the Project Manager a minimum of 48 hours' notice before the installation of any rubber surfacing, so that the mixing, binder content and installation may be witnessed.

12.2 Acceptance criteria

The completed rubber surfacing shall be inspected by the Project Manager and shall be rejected where any of the following are found:

- Thickness less than the specified thickness at any point
- Lipping greater than 2mm between adjacent units, joins or pours
- Undulation greater than 3mm under a 3m straightedge
- Subsidence or settlement of the surface or base
- Pits, dimples or voids in the finished surface
- Cracking, splitting, crumbling or loss of granules
- Cracked, chipped or damaged edging, or cracked rubber edges
- Separation from edging or between colour pours
- Colour inconsistency, speckling or fading compared with the approved samples
- Soft or hard spots indicating uneven base density or mixing
- Ponding of water on the surface

12.3 Remedial work

Defective areas shall be repaired to the satisfaction of the Project Manager or, where repair is not acceptable, the entire affected area shall be replaced, at the tenderer's cost. Repairs shall match the surrounding surfacing in colour, texture and thickness.

## 13. GENERAL CONTRACTOR REQUIREMENTS

13.1 Adherence to Project Manager instructions
The tenderer shall adhere to all supply, delivery, installation and repair instructions issued by the Project Manager or his or her delegated official.

13.2 Equipment and staff availability
The tenderer shall ensure that suitable equipment and staff are available at all times to provide the required service.
13.3 Staff conduct, protective clothing and performance
The tenderer's staff shall wear distinctive protective clothing while on site. The tenderer is responsible for the behaviour and work performance of its staff while on site.

13.4 Local Labour / EPWP
Where Local Labour or EPWP staff are used, the tenderer shall be responsible for all the items set out under XXX.

13.5 Subcontracting
The tenderer shall not subcontract any part or the whole of this contract without the prior approval of the City of Cape Town. Where approval has been granted, all subcontractors shall make use of the same list of equipment, and all conditions of this tender shall apply to the subcontractor.

## 14. HEALTH & SAFETY SPECIFICATION

14.1 OHSA compliance and contractor liability
All work shall be carried out in accordance with the regulations of the Occupational Health and Safety Act (Act 85 of 1993). Any liability arising out of the activities of the contract shall be the tenderer's responsibility.
The tenderer shall ensure that all staff are fully conversant with all aspects of the health and safety regulations (refer to the Health and Safety Plan process flow), and that these regulations are adhered to at all times.

14.2 Hazard Identification and Risk Assessment (HIRA)
A Hazard Identification and Risk Assessment (HIRA) shall be carried out and followed for each task forming part of the works. Refer to Figure X for an overview of the hazard identification and risk assessment process (E1).

# OVERVIEW OF HAZARD IDENTIFICATION AND RISK ASSESSMENT – E1

### Establish HIRA Team

- Multidisciplinary in composition.
- Members should be familiar with activities / processes assessed.
- Define scope of the HIRA:
  - Baseline – conducted prior to new projects;
  - Continuous – integral part of day-to-day activities.
  - Health RA – intended for health surveillance.

### Identify Hazards

- Utilise the following sources for hazard identification:
  - Document Reviews: (Inspection reports, Audit Reports, Incident Statistics, HIRA reports);
  - Walk-through Inspections
  - Informal Employee Interviews
- Classify into health or safety hazards.
- Consider routine and non-routine activities.
- Consider vulnerable groups (pregnant women, disabled persons, youth).

### Assess and Analyse Risks

- Determine consequences/ impact:
  - Minor / major / critical
  - Reversible / irreversible
  - Significant / Catastrophic
- Determine Exposure:
  - Continuous / Intermittent
  - Frequent / Seldom
- Determine Likelihood / Probability:
  - Likely / Unlikely
  - Rare /Possible / Almost Certain

### Evaluate Risks

- Determine Risk Rating Level (severity of consequence x likelihood)
- Categorise risks into:
  - Low Risk – no action
  - Moderate Risk – treat as soon as possible
  - High and Very High Risks – immediate action
- Assess effectiveness of controls

### Treat Risks

- Treat unacceptable risks;
- Employ hierarchy of controls:
  - Elimination – get rid of the source;
  - Substitution – introduce less hazardous alternatives;
  - Engineering controls – more effective;
  - Administrative controls – less effective;
  - PPE – generally poor

### Report, Review and Monitor Risks

- Compile a Risk Focus Areas: (Dept/ Risk / Owner / Controls / Date)
- HIRA to be reviewed:
  - At least once every 2 years;
  - Changes to process, equipment;
  - New substances are considered.
- Monitor changes to risk rating levels
- Communicate risks to all stakeholders

### 14.3 Project-specific risks

Tenderers shall take note of the following risks and dangers associated with the works, and shall address them in their Health and Safety Plan, to be submitted to the City upon request:

- excavation near underground services, including fibre optic cables, electrical cables and water lines
- open excavations, uncured surfaces and partly completed edging, which present trip and fall hazards
- working in public open spaces where children and members of the public are present
- handling and mixing of cement, concrete, polyurethane binders, primers, adhesives and paints, which may cause skin, eye and respiratory irritation
- hot asphalt, which presents burn and fume hazards
- dust from cutting concrete, brick, kerbs and any related construction work especially within indoor spaces
- flammable primers, paints and fuel stored and used on site
- operation of plant and equipment, including concrete mixers, compactors, rollers and saws, which presents noise, vibration and cutting hazards
- manual handling of heavy materials, including kerbs, bags of rubber granules and sheeting rolls
- removal of existing play and gym equipment, concrete and asphalt
- prolonged exposure to sun and heat

## 15. TRADE NAMES / PROPRIETARY PRODUCTS

Tenderers/Suppliers 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”.

## 16. EMPLOYMENT OF SECURITY PERSONNEL

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

## 17. FORMS FOR CONTRACT ADMINISTRATION

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

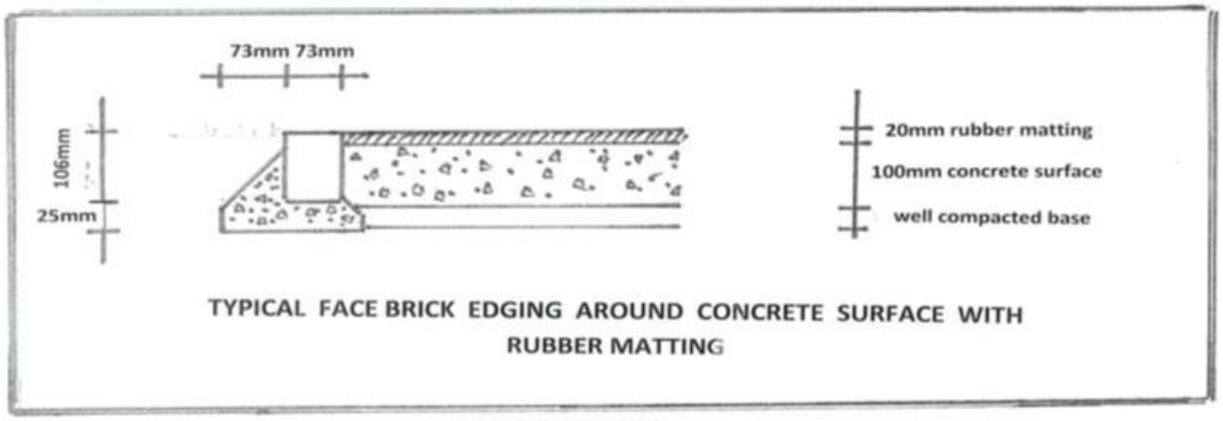
a) Monthly Project Labour Report (described below)

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

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT’s Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, 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.

## 18. DIAGRAMS, MEASUREMENTS AND DETAIL DRAWINGS

All diagrams, measurements, detail drawings and material build-ups contained in this specification are provided for illustrative purposes only, as site conditions vary. The tenderer shall confirm the actual site conditions, dimensions, levels and quantities on site prior to commencing work, and shall obtain the approval of the Project Manager for any site-specific variations.




SPECIFICATIONS

# C.6 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 agreement.

**1. Definitions**

*Insert new clause 1.1A with the following:*

1.1A "Commencement Date" means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).

1.1B "Conditions of Contract" means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

*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 agreement. 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 (chosen domicilium citandi et executandi).

*Add the following after Clause 1.25:*

1.26 'Supplier' means the provider of Goods and / or Services with whom the Contract is concluded also referred to as "contractor" in the GCC.

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

1.28 "Working Day" means Monday to Friday excluding weekends and Public Holidays (in the Republic of Sotuh Africa).

**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 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the 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/or Services 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 as amended from time to time. If the Purchaser 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 the 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 termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.

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 Purchase Order by the Purchaser and no later than the periods as set out in the Contract:

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, and
d) Other requirements as detailed in the Contract.

3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services 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 and/or Servces 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 and/or Services 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 due 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 Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order

has been issued to the Supplier.

3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.

3.6.3 Take possession of the Goods and /or Services 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.

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

3.6.7 Inspect the Goods and/or Services 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 the 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 agreement and need not obtain the Supplier's permission to copy it 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 in terms of the agreement and the Purchaser hereby indemnifies the Supplier against any claim which may be made against it by any person / entity, 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 agreement within two (2) years of Delivery of the Goods, 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 agreement, 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 Purchaser.

5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, 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 Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;

5.8.3.2 not modify, add to, change or alter the Purchaser'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 Purchaser;

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 Purchser;

5.8.3.4 Comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the CCT Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the Supplier from time to time;

5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clasue 5.5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.

5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser 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 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

*Add the following after clause 5.8:*

5.9 **Protection of Personal Information Act of 2013**

By submitting a tender to the Purchaser, (and by concluding any ensuing related agreement with the City of Cape Town, if applicable), the Tenderer thereby acknowledges and unconditionally agrees:

5.9.1 that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;

5.9.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;

5.9.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;

5.9.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;

5.9.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exits therein);

5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and

that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

5.10 **PERFORMANCE MONITORING**

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

**7. Performance Security**

Not Applicable.

**8. Inspections, tests and analyses**

*Delete Clause 8.2 and substitute with the following:*

8.2 If it is a bid condition that Goods and/or Services 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 Supplier 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 Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the “goods” does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.

10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services 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 and/or Services 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 such written 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:

11.2.1 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;

11.2.2 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;

11.2.3 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 Supplier’s broker or the insurance company itself (see the Pro Forma Insurance Broker’s Warranty).

11.2.4 In the case of Contracts for delivery of professional services, Professional indemnity insurance providing

cover in an amount of not less than [**R5 million]** in respect of each and every claim during the contract period.

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

11.3 The Supplier shall be obliged to furnish the Purchaser with proof of such insurance as the Purchaser 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 Pro forma Insurance Broker's Warranty or copies of the insurance policies.

**15. Warranty**

*Add to Clause 15.2:*

15.2 The warranty for this Contract shall remain valid for six (6) months from date of Delivery of the Goods and/or Services.

**16. Payment**

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

16.1 Payment of invoices will be made:

16.1.1 Within 30 (thirty) days of receiving the relevant invoice or statement from the Supplier, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the Purchaser.

16.1.2 Notwithstanding anything contained above, the Purchaser shall not be liable for payment of any invoice that pre-dates the date of delivery of any Goods and/or Services.

*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 Purchase Order, the Supplier shall only be entitled to payment for Goods and/or Services actually delivered in terms of the Specification and Drawings, or any variations thereof made in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the Purchaser.

16.6 The Purchaser will only make advanced payments to the Supplier in strict compliance with the terms and conditions as contained in the Pro forma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser's Treasury Department.

16.6.1 The Advance Payment Schedule applicable to this Contract is set out below. The items of plant and materials which have been identified by the Purchaser as being suitable for advance payment in terms of this Contract are listed in the table below, and for which the Purchaser is prepared to make advance payment to the Supplier, subject to the conditions below. Should an item or items be added to the list at tender stage by a tenderer, no obligation to advance payment shall be incurred by the Purchaser, for such items added by the tenderer except as provided for herein.

| 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: |
|---|---|
| | |
| | |
| | |

| | |
|---|---|
| | |

16.6.2 The Supplier can only rely on advance payment being permitted by the Purchaser in respect of the plant and materials listed in the table above. The Purchaser 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..

16.6.3 The Supplier shall provide the Purchaser 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.

16.6.4 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 Purchaser upon request, for the whole value of the item.

**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 Purchaser delegated authority 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 Prices are firm and not subject to adjustment

**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 and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are 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, the Purchaser's liability for payment shall no arise until such time as the change has been duly approved and such approval communicated to the Purchaser.

**20. Subcontracts**

*Add the following after clause 20.1:*

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

20.3 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not relive 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 obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) 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 this Contract shall be deemed to prohibit the obtaining of Goods and/or Services 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 and/or Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, 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 5% per day of the value of the Purchase Order will be imposed. No such penalties shall exceed 10% of the value of the Purchase Order concerned.

*The contractor must make contact with the Project Manager / City Official within 72 hours from receiving the purchase order/s. At the site meeting a programme to determine the commencement of the work will be determined and agreed to. Should, after agreement of the delivery period, challenges to meet the agreed delivery period is experienced, it is incumbent on the succesfull tenderer, to engage the City Project Manager / City Official to sensitize CCT as to the nature of the delay. Any delay to the agreed upon delivery period, will be subject to the agreement and approval by the Project Manager / City Official. Should the work not be completed within the specified timeframe agreed to, penalties as contained in Clause 22.1 above and/or the City of Cape Town's approved dispute resolution process will be implemented.*

22.2 The Purchaser shall, without prejudice to its other remedies under the contract, deduct from amounts payable, financial penalties as contained on the Preference Schedule for 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 If the Parties, by mutual agreement, terminate the Contract.

23.8.3 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 the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).

23.8.4 Reputational risk or harm to the Purchaser

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

a) reports of poor governance and/or unethical behaviour;
b) association with known notorious individuals and family of notorious individuals;
c) poor performance issues, known to the Purchaser
d) negative social media reports;
e) adverse assurance (e.g. due diligence) report outcomes; or
f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.

By or in relation to the Supplier, the Contract may be terminated by the Purchaser after providing notice to the Supplier.

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 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:

26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or
26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.

26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Contract.

**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 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 (a) and (b) and replace with the following:*

(a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events,

or where no such amounts are stated, to an amount equal to twice the Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

*Add the following after clause 28.1:*

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

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

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

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

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

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

**31. Notices**

*Delete clauses 31.1 and 31.2 and replace with the following:*

31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the Contract and may be given as set out hereunder and shall be deemed to have been received when:

a) hand delivered – on the day delivery of delivery or the next Working Day,
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 Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN 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), or included with this tender.

*Add the following after clause 32.3:*

32.4 The VAT registration number of the CCT 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 including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

# C.7 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 as 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.

1.3 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:
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

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

**30. Applicable Law**

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

**31. Notices**

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

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

**32. Taxes and Duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser’s country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation (NIP) Programme**

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

**34 Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between Parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

# C.8 ANNEXURES

## Annexure A – Pro Forma Insurance Broker's Warranty

*Broker Logo*

*Letterhead of supplier's Insurance Broker*

*Date* _____

*CCT*
*City Manager*
*Civic Centre*
*12 Hertzog Boulevard*
*Cape Town*
*8000*

*Dear Sir*

***TENDER NO.**:* *133G/2026/27*

***TENDER DESCRIPTION: SUPPLY, DELIVERY, INSTALLATION AND REPAIRS OF RUBBER MATTING AROUND PLAY, EXERCISE EQUIPMENT AND INDOOR AREAS AT FACILITIES IN THE CITY OF CAPE TOWN***

*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 CCT 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)*

# Annexure B – Monthly Project Labour Report

**ANNEX 1**

## CITY OF CAPE TOWN
## MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

**Instructions for completing and submitting forms**

**General**

1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.

2 Incomplete / incorrect / illegible forms will not be accepted.

3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.

4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

**Project Details**

5 If a field is not applicable insert the letters: NA

6 Only the Project Number supplied by the Corporate EPWP Office must be inserted. The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.

7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

**Beneficiary Details and Work Information**

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

9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certied 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<br>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 | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

ANNEX 1 (continued)

# MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

## BENEFICIARY DETAILS AND WORK INFORMATION

| CONTRACT OR WORKS PROJECT NUMBER: | | Year | Month |
|---|---|---|---|
| | | | |

| Sheet | | |
|---|---|---|
| 1 | of | |

| | (8) | (8) | (8) | (9) | | | (10) | | (11) | (12) | (13) | (14) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| No. | First name | Surname | ID number | New Beneficiary (Y/N) | Gender (M/F) | Disabled (Y/N) | Job seeker database (Y/N) | Contract start date (DDMMYY) | Contract end date (DDMMYY) | No. days worked this month (excl. training) | Training days | Rate of pay per day (R – c) |
| 1 | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | |
| 6 | | | | | | | | | | | | |
| 7 | | | | | | | | | | | | |
| 8 | | | | | | | | | | | | |
| 9 | | | | | | | | | | | | |
| 10 | | | | | | | | | | | | |
| 11 | | | | | | | | | | | | |
| 12 | | | | | | | | | | | | |
| 13 | | | | | | | | | | | | |
| 14 | | | | | | | | | | | | |
| 15 | | | | | | | | | | | | |
| 16 | | | | | | | | | | | | |
| 17 | | | | | | | | | | | | |
| 18 | | | | | | | | | | | | |
| 19 | | | | | | | | | | | | |
| 20 | | | | | | | | | | | | |
| | | | | | | | | | | 0 | 0 | R - |

| Declared by Contractor or Vendor to be true and correct: | Name | | Signature | |
|---|---|---|---|---|
| | Date | | | |

| Received by Employer's Agent / Representative: | Name | | Signature | |
|---|---|---|---|---|
| | Date | | | |

# Annexure C - Pro Forma Performance Security/ Guarantee

***GUARANTEE PERFORMANCE SECURITY***

GUARANTOR *DETAILS AND DEFINITIONS*

*"Guarantor" means: .....*

*Physical address of Guarantor: .....*

*"Supplier" means: .....*

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

*Amount in words: .....*

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

*Amount in words: .....*

*"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no 133G/2026/27 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 CCT 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 CCT 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 CCT intends to call upon the Guarantor to make payment in terms of 4.2;*

    4.2 *A first written demand issued by the CCT 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 CCT the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the CCT 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 CCT 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 CCT's bank compounded monthly and calculated from the date payment was made by the Guarantor to the CCT 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 CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT 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 D - Pro Forma Advance Payment Guarantee- Not Applicable

***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 CCT 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 CCT 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 CCT to the Supplier stating that payment of a sum advanced by the CCT has not been repaid by the Supplier in terms of the Contract (“default”) and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;*

4.2 *A first written demand issued by the CCT 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 CCT the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the CCT 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 CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT 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, where after 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) .....*

## Approved Financial Institution as at 28 February 2023:

1.1 National Banks
ABSA Bank Limited
Firstrand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

1.2 International Banks (with branches in South Africa)
Barclays Bank PLC
Citibank NA
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JPMorgan Chase Bank
Societe Generale
Standard Chartered Bank

1.3 Insurance Companies
American International Group Inc (AIG)
Bryte Insurance Company Limited
Coface SA
Compass Insurance Company Limited
Credit Guarantee Insurance Corporation of Africa Limited
Guardrisk Insurance Company Limited
Hollard Insurance Company Limited
Infiniti Insurance Limited
Lombard Insurance Company Limited
Mutual and Federal Risk Financing Limited
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)
Regent Insurance Company Limited
Renasa Insurance Company Limited
Santam Limited…]

# Annexure F - Tender Returnable Documents

## Schedule F.1: Contract Price Adjustment

**NOT APPLICABLE**

# Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

**This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.**

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.

2. By signing this schedule the partners to the partnership/joint venture/ consortium:

   2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;

   2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

   Account Holder: _____
   Financial Institution: _____
   Branch Code: _____
   Account No.: _____

   2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.

   2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

| SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM | | |
|---|---|---|
| **NAME OF FIRM** | **ADDRESS** | **DULY AUTHORISED SIGNATORY** |
| Lead partner | | Signature……..... Name…… Designation……..... |
| | | Signature……..... Name…… Designation……..... |
| | | Signature……..... Name…… Designation……..... |
| | | Signature……..... Name…… Designation……..... |

**Note: A copy of the Joint Venture Agreement shall be appended to *List of Other Documents Attached by Tenderer Schedule.***

# Schedule F.3: Declaration for Procurement above R10 million

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing? (**Please mark with X**)

| | | | |
|---|---|---|---|
| YES | | NO | |

If YES, submit audited annual financial statements:
(i) For the past three years, or
(ii) Since the date of establishment of the tenderer (if established during the past three years)
By attaching such audited financial statements to **List of Other Documents Attached by Tenderer Schedule.**

2. Do you have any outstanding undisputed commitments for municipal services towards the CCT or other municipality in respect of which payment is overdue for more than 30 (thirty) days? (**Please mark with X**)

| | | | |
|---|---|---|---|
| YES | | NO | |

2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.
2.2 If YES, provide particulars:

| |
|---|
| |
| |
| |

3. Has any contract been awarded to you by an organ of state during the past five (5) years? (**Please mark with X**)

| | | | |
|---|---|---|---|
| YES | | NO | |

If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of Other Documents Attached by Tenderer** schedule in the same format as the table below:

| Organ of State | Contract Description | Contract Period | Non-compliance/dispute (if any) |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the CCT is expected to be transferred out of the Republic? (**Please mark with X**)

| | | | |
|---|---|---|---|
| YES | | NO | |

If YES, furnish particulars below

| |
|---|
| |
| |
| |

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

_____ _____

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

# Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

The applicable preference point system for this tender is the 90/10 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and
(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

| | **POINTS** |
|---|---|
| **PRICE** | 90 |
| **SPECIFIC GOALS** | 10 |
| **Total points for Price and SPECIFIC GOALS** | **100** |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**2. DEFINITIONS**

The following definitions shall apply to this schedule:

(a) “tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
(b) “price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
(c) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
(d) “tender for income-generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
(e) “The Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

POINTS AWARDED FOR PRICE

THE 90/10 PREFERENCE POINT SYSTEMS

A maximum or 90 points is allocated for price on the following basis:

$$Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Or

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

**4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

POINTS AWARDED FOR PRICE

A maximum of 90 points is allocated for price on the following basis:

$$Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$

Or

Where:

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

**5. POINTS AWARDED FOR SPECIFIC GOALS**

5.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

5.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific Goals (SG) – Points Allocated and Claimed**

Tenderers must indicate the preference points claimed for each specific goal applicable to them, for the purposes of this tender.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

| The specific goals allocated points in terms of this tender | To be Completed by the Tenderer | |
|---|---|---|
| | Number of points Allocated (90/10 system) | Number of points claimed (90/10 system) |
| Promotion of Micro and Small Enterprises | 4 | |
| Enterprise Supplier Development and Socio-Economic Development | 3 | |
| Skills Development OR Employee Share Scheme | 3 | |

# Table B2: Awards above R50 mil (VAT Inclusive)

| # | Specific goals allocated points | Preference Points (90/10) |
|---|---|---|
| 1 | ***Promotion of Micro and Small Enterprises***<br>*Micro and Small enterprises as per National Small Enterprise Act, 1996 (Act No.102 of 1996)*<br><br>*SME partnership, sub-contracting, joint venture or consortiums* | 4 |
| 2 | ***Enterprise Supplier Development and Socio Economic Development***<br>*> 15% of total expenditure = 3 points*<br>*> 10% up to 15% of total expenditure = 2 points*<br>*>= 5% up to 10% of total expenditure = 1 points*<br>*< 5% of total expenditure = 0 points* | 3 |
| 3<br><br>3.1<br><br><br><br><br>3.2 | ***Skills Development OR Employee Share Scheme***<br><br>***Skills Development***<br>*> 5% of total expenditure = 3 points*<br>*> 3% up to 5% of total expenditure = 2 points*<br>*>= 1% up to 3% of total expenditure = 1 points*<br>*< 1% of total expenditure = 0 points*<br><br>***OR Employee Share Scheme***<br>*> 15% employee ownership = 3 points*<br>*> 10% up to 15% employee ownership = 2 point*<br>*>= 5% up to 10% employee ownership = 1 point*<br>*< 5% employee ownership = 0 point* | 3 |
| | **Total points** | **10** |

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm…….

5.4 Company registration number: ……...

5.5 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[Tick applicable box]

5.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;
ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the Supplier may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  (a) disqualify the person from the tendering process;
  (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  (d) recommend that the tenderer or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  (e) forward the matter for criminal prosecution, if deemed necessary.

| | | | |
|---|---|---|---|
| *Signature of Tenderer* | *Date* | *Name and Surname* | *Address* |

| For official use. | | |
|---|---|---|
| **SIGNATURE OF CCT OFFICIALS AT TENDER OPENING** | | |
| 1. | 2. | 3. |

**Table 2: Specific Goals – Declaration by the Tenderer**

Tenderers must complete this table to declare the amounts and percentages applicable to the specific goals they are claiming.
NB: In completing Table 2 below, please consult **Notes for Verification** below

| The specific goals allocated points in terms of this tender | To be Completed by the Tenderer | |
|---|---|---|
| | **Refer to "Notes for verification"** | **Amount Declared (excluding VAT)** |
| **SG1**<br>Promotion of Micro and Small Enterprises | (i) Total Turnover | |
| **SG2**<br>Enterprise Supplier Development and Socio Economic Development | (ii) Total Enterprise Supplier Development Expenditure | |
| | (iii) Total Socio Economic Development Expenditure | |
| | (iv) Total Expenditure | |
| **SG3.1**<br>Skills Development | (v) Total Skills Development Expenditure | |
| | (vi) Total expenditure | |
| OR<br>**SG3.2**<br>Employee Share Scheme | (vii) Employee Share Scheme Ownership % | |

Tenderer Confirmation:
I confirm that the amounts declared in Table 2 above are accurate and in accordance with the *'The Broad-Based Black Economic Empowerment (B-BBEE) Act 53 of 2003, as amended. .*

| | | | |
|---|---|---|---|
| **Signature of Tenderer (Authorised to represent the tenderer)** | **Date** | **Name and Surname** | **Address** |

**Notes for Verification:**

All amounts disclosed should be as per the most recent Annual Financial Statements (not older than 12 months) and defined as per the B-BBEE Act

- SG1 – Specific Goal 1
  **Promotion of Micro and Small Enterprises**
  (i) Total Turnover
  Micro enterprises with a turnover of up to R20million and Small enterprises with a turnover up to R80 million, as per National Small Enterprise Act, 1996 (Act No.102 of 1996)

- SG2 – Specific Goal 2
  **Enterprise Supplier Development and Socio-Economic Development**
  (ii) Total Enterprise Supplier Development Expenditure
  Qualifying expenditure as defined in the B-BBEE Act: Statement 400 “THE GENERAL PRINCIPLES FOR MEASURING ENTERPRISE AND SUPPLIER DEVELOPMENT"

  (iii) Total Enterprise Socio Economic Development Expenditure
  Qualifying expenditure as defined in the B-BBEE Act: Statement 500 “THE GENERAL PRINCIPLES FOR MEASURING THE SOCIO - ECONOMIC DEVELOPMENT ELEMENT"

  (iv) Total Expenditure
  Total Expenditure as per the most recent Annual Financial Statements (not older than 12 months)

- SG3.1 – Specific Goal 3
  **Skills Development**
  (v) Total Skills Development Expenditure
  Qualifying expenditure as defined in the B-BBEE Act: Statement 300 “THE GENERAL PRINCIPLES FOR MEASURING SKILLS DEVELOPMENT"

  (vi) Total expenditure
  Total expenditure as per the most recent Annual Financial Statements (not older than 12 months)

- SG3.2 – Specific Goal 3
  **Employee Share Scheme**
  (vii) Employee Share Scheme Ownership %
  Total employee ownership as per employee share certificate at the date of tender closing.

The below table (Table 3) must be completed by a B-BBEE Verification Agency (*Note 1) **OR** Commissioner of Oaths
(Refer to *Note 3.2 for the detailed declaration):

**Table 3:**

| | | | |
|---|---|---|---|
| **Signature and Stamp** | **Date** | **Name and Surname** | **Address** |

***Note 1***

1.1 Tendering entity that undergoes B-BBEE verification

- Where a tendering entity undergoes B-BBEE verification, a B-BBEE certificate valid as at the date of tender closing, must be attached to the bid submission or must be made available upon request within the specified period.
- All amounts disclosed in Table 2, should be amounts used in the B-BBEE verification process undergone by the tendering entity
- The B-BBEE verification agency must complete Table 3 above, to confirm the following amounts disclosed by the bidder in Table 2:
  (ii) Total Enterprise Supplier Development Expenditure;
  (iii) Total Socio Economic Development Expenditure;
  (v) Total Skills Development Expenditure

- Where the tendering entity is a Joint Venture/ Consortium, the amounts in Table 2 must be consolidated, with an accompanying consolidated B-BBEE certificate valid as at the date of tender closing must be attached to the bid submission or must be made available upon request within the specified period.

1.2 If the tendering entity does not undergo B-BBEE verification and qualifies as a B-BBEE Qualifying Small Enterprise (QSE) and Exempted Micro-Enterprises (EME)

- Table 3 must be completed by a Commissioner of Oaths to confirm the following amounts disclosed by the bidder in Table 2:
  (ii) Total Enterprise Supplier Development Expenditure;
  (iii) Total Socio Economic Development Expenditure;
  (v) Total Skills Development Expenditure

***Note 2***

2.1 The tendering entity must attach with the bid submission or must be made available upon request within the specified period; the most recent (where applicable) audited financial statements to enable validation of the following amounts disclosed by the bidder in Table 2:
  (i) Total Turnover
  (iv) Total Expenditure
  (vi) Total expenditure

2.2 Companies who are required to be audited by legislation, must submit audited financial statements, not older than 12 months with the bid submission or must be made available upon request within the specified period.

***Note 3***

Sworn affidavit to be deposed by the Commissioner of Oaths to the QSE or EME.

I, the undersigned,

| | |
|---|---|
| **Full Name and Surname**<br>*(Authorised to represent the tenderer)* | |
| **Identity Number** | |

Hereby declare under oath as follows

3.1 The contents of this statement are to the best of my knowledge a true reflection of facts.

3.2 I am a Member/ Director/ Owner of the following enterprise and am duly authorised to act on its behalf.

| | |
|---|---|
| **Enterprise Name:** | |
| **Trading Name (If Applicable):** | |
| **Registration Number:** | |
| **Enterprise Physical Address:** | |
| **Type of Entity (CC, Pty (Ltd), Sole Prop etc):** | |
| **Nature of Business:** | |

3.3 I hereby declare under oath that based on the Financial Statements / Management Accounts and information available on the latest financial year end _____

3.3.1 The annual Total Revenue was less than R50 000 000.00 (Fifty Million Rand);

3.3.2 The following amounts disclosed in Table 2 are accurate, complete, consistent with the BBBEE Act (see Notes for Verification) and based on the Financial Statements / Management Accounts and information available on the latest financial year end _____

| As per Table 2 | Amount Declared (excluding VAT) |
|---|---|
| (ii) Total Enterprise Supplier Development Expenditure | |
| (iii) Total Socio Economic Development Expenditure | |
| (iv) Total Expenditure | |
| (v) Total Skills Development Expenditure | |

| As per Table 2 | Amount Declared (excluding VAT) |
|---|---|
| (vi) Total expenditure | |
| (vii) Employee Share Scheme Ownership % | |

3.4 I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent I this matter.

3.5 The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Commissioner of Oaths
Signature, Date and Stamp

Deponent Signature and Date

3.6 KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS

| | |
|---|---|
| **BBBEE Certificates/ Sworn Affidavits** | Returnable for declaration requirement must be attached with the bid submission or must be made available upon request within the specified period<br>- Certified and Valid copy of BBBEE Certificate issued by a SANAS Accredited Verification Agent, or<br>- Certified and Valid copy of Sworn Affidavit for either EME or QSE (see key notes below to determine Validity of a Sworn Affidavit); or<br>- Valid copy of BBBEE Certificate issued by CIPC for EME's only<br><br>**KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS**<br><br>**Tenderers submitting Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:**<br>(a) Name/s of deponent as they appear in the identity document and the identity number.<br>(b) Designation of the deponent as the Director/ Member must be indicated in order to know that person is duly authorised to depose of an affidavit **(mark the applicable** |

| | |
|---|---|
| | **option).**<br>(c) Name of enterprise as per enterprise registration documents issued by CIPC, where applicable, and enterprise business address.<br>(d) Amounts as per Table 2 must be inserted **(No blank spaces to be left).**<br>(e) Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts **(mark the applicable option).**<br>(f) Financial year end as per the enterprise's registration documents, which was used to determine the total revenue (financial year end to be stipulated by day/ month/ year).<br>(g) Date deponent signed and date of Commissioner of Oath must be the same.<br>(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign ad stamp).<br>(h) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.<br><br>If the relevant documentation/ information as stipulated in the enquiry is not submitted and/or does not meet the above requirements; tenderers will be disqualified. |

# Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
   1.1 persons in the service of the state[1], or
   1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
   1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
   1.4 from an entity who has employed a former CCT employee who was at a level of T14 of higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
      1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
   1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
      1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
      1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
      1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.

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

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

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

   3.2 Identity Number: _____

   3.3 Position occupied in the Company (director, trustee, shareholder[2]): _____

   3.4 Company or Close Corporation Registration Number: _____

   3.5 Tax Reference Number: _____

   3.6 VAT Registration Number: _____

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

   3.8 Are you presently in the service of the state? **YES / NO**
      3.8.1 If yes, furnish particulars: _____

   3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
      3.9.1 If yes, furnish particulars: _____

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

   3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
      3.11.1 If yes, furnish particulars: _____

   3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
      3.12.1 If yes, furnish particulars: _____

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
3.13.1 If yes, furnish particulars: _____

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**
3.14.1 If yes, furnish particulars: _____

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the CCT in the past twelve months? **YES / NO**
3.15.1 If yes, furnish particulars: _____

3.16 Do you have any employees who was in the service of the CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT's bid committees for this bid? **YES / NO**
3.16.1 If yes, furnish particulars: _____

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

| Full Name | Identity Number | State Employee Number |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

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

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

_____ _____

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

***[1]MSCM Regulations: "in the service of the state" means to be –***

***(a) a member of –***
***(i) any municipal council;***
***(ii) any provincial legislature; or***
***(iii) the national Assembly or the national Council of provinces;***

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

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

# Schedule F.6: Conflict of Interest Declaration

1. The tenderer shall declare whether it has any conflict of interest in the transaction for which the tender is submitted. (**Please mark with X**)

| YES | | NO | |
|---|---|---|---|

1.1 If yes, the tenderer is required to set out the particulars in the table below:

| |
|---|
| |
| |
| |
| |
| |

2. The tenderer shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

2.1 Any inducement or reward to the CCT for or in connection with the award of this contract; or

2.2 Any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (**Please mark with X**)

| YES | | NO | |
|---|---|---|---|

If yes, the tenderer is required to set out the particulars in the table below:

| |
|---|
| |
| |
| |
| |
| |

***Should the tenderer be aware of any corrupt or fraudulent transactions relating to the procurement process of the CCT, please contact the following:***

***The CCT's anti-corruption hotline at 0800 32 31 30 (toll free)***

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

_____ _____

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

Date

# Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

**Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 0f 2003, and attach it to this schedule.**

**1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:**

a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
b) been convicted for fraud or corruption during the past five years;
c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.

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

| Item | Question | Yes | No |
|---|---|---|---|
| 2.1 | **Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?**<br><br>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).<br><br>**The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.** | Yes ☐ | No ☐ |
| 2.1.1 | If so, furnish particulars: | | |
| 2.2 | Is the tenderer or any of its directors/members listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers?<br><br>**The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.** | Yes ☐ | No ☐ |
| 2.2.1 | If so, furnish particulars: | | |
| 2.3 | Was the tenderer or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes ☐ | No ☐ |
| 2.3.1 | If so, furnish particulars: | | |
| **Item** | **Question** | **Yes** | **No** |

| | | | |
|---|---|---|---|
| 2.4 | Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes ☐ | No ☐ |
| 2.4.1 | If so, furnish particulars: | | |
| 2.5 | Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes ☐ | No ☐ |
| 2.5.1 | If so, furnish particulars: | | |

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

_____ _____

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

Date

# Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT

To: THE CITY MANAGER, City of Cape Town

From: _____
(Name of tenderer)

**RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CCT**

The tenderer:

a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

| Physical Business address(es) of the tenderer | Municipal Account number(s) | Inside the CCT municipal boundary (Yes/No) |
|---|---|---|
| | | |
| | | |

If there is not enough space for all the names, please attach the information to **List of other documents attached by tenderer** schedule in the same format:

| Name of Director / Member / Partner | Identity Number | Physical residential address of Director / Member / Partner | Municipal Account number(s) | Inside the CCT municipal boundary (Yes/No) |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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

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

# Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **133G/2026/27**and tender description: **SUPPLY, DELIVERY, INSTALLATION AND REPAIRS OF RUBBER MATTING AROUND PLAY, EXERCISE EQUIPMENT AND INDOOR AREAS AT FACILITIES IN THE CITY OF CAPE TOWN** in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

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

1. I have read and I understand the contents of this Certificate;

2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;

4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;

5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
   (a) has been requested to submit a tender in response to this tender invitation;
   (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.

6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[1] will not be construed as collusive price quoting.

7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation);
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit a tender;
   (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
   (f) tendering with the intention not to win the contract.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.

9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/o/r may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

_____ _____

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

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

# Schedule F.10: Proposed Deviations And Qualifications By Tenderer

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

The Tenderer's attention is drawn to clause 2.3.7.2 of the Standard Conditions of Tender referenced in the Tender Data regarding the CCT's handling of material deviations and qualifications.

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

| PAGE | CLAUSE OR ITEM | PROPOSED DEVIATION OR QUALIFICATION |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

List relevant documentation attached in Schedule F.10 below.

_____ _____

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

Date

# Schedule F.11: List of Other Documents Attached By Tenderer

| The tenderer has attached to this schedule, the following additional documentation: | | |
|---|---|---|
| | **Date of Document** | **Title of Document or Description (refer to clauses / schedules of this tender document where applicable)** |
| **1.** | | |
| **2.** | | |
| **3.** | | |
| **4.** | | |
| **5.** | | |
| **6.** | | |
| **7.** | | |
| **8.** | | |
| **9.** | | |
| **10.** | | |
| **11.** | | |
| **12.** | | |
| **13.** | | |
| **14.** | | |
| **15.** | | |
| **16.** | | |
| **17.** | | |

Attach additional pages if more space is required.

_____ _____

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

Date

# Schedule F.12: Record of Addenda to Tender Documents

We confirm that the following communications received from the CCT before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

| | Date | Title or Details |
|---|---|---|
| **1.** | | |
| **2.** | | |
| **3.** | | |
| **4.** | | |
| **5.** | | |
| **6.** | | |
| **7.** | | |
| **8.** | | |
| **9.** | | |
| **10.** | | |

Attach additional pages if more space is required.

_____ _____

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

Date

# Schedule F.13: Information to Be Provided With the Tender

**Schedule F13A: PREVIOUS EXPERIENCE IN COMPLETED PROJECTS IN RUBBER SURFACING NEW INSTALLATIONS**

Bidders must complete Schedule F13.A in order to claim functionality points under the applicable evaluation

| No. | Completed Project | Description of scope of works | Reference Contact | Reference Letter |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |
| 10. | | | | |

**TENDERERS TO SIGN AND DATE EACH SCHEDULE**

_____ _____

Signature Date

Print name:

On behalf of the tenderer (duly authorised)

## SCHEDULE F13B

| **Schedule F13B: PREVIOUS EXPERIENCE IN REPAIRS AND MAINTENANCE OF RUBBER INSTALLATIONS**<br><br>Bidders must complete Schedule F13.B in order to claim functionality points under the applicable evaluation | | | | |
|---|---|---|---|---|
| **No.** | **Completed Project** | **Description of scope of works** | **Reference Contact** | **Reference Letter** |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |
| 10. | | | | |

**TENDERERS TO SIGN AND DATE EACH SCHEDULE**

_____ _____

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

Date

# Schedule F.13C: CONTRACT VALUE

**Contract Value:**

Bidders must complete Schedule F13.C in order to claim functionality points under applicable evaluation criteria. Submitted proof must include a monthly invoice or award/reference letter which clearly indicate values and sites/facilities with contactable references. Where individual Purchase Orders (POs) are linked to an overarching contract, such PO's will be consolidated, and thus considered as part of the contract or singular contract for evaluation of functionality. Failure to provide this information will result in a tenderer scoring 0 for functionality.

| No | Client's Company Name | Client's details [Name& contact details] | Site/Facility name | Description of Service | R-value |
|---|---|---|---|---|---|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| 7. | | | | | |
| 8. | | | | | |
| 9. | | | | | |
| 10 | | | | | |

**TENDERERS TO SIGN AND DATE EACH SCHEDULE**

_____ _____

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

Date

# Schedule F.14: Appeal Application

---

OFFICIAL RECEIPT
(Valid only if printed by official cash receipting machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela xa ishicilelwe ngumatshini wokukhupa irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur amptelike kontantvangs masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIER TO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

| 8 | 1 | 0 | 1 | 0 | 0 |
|---|---|---|---|---|---|

PROFIT CENTRE:

| 1 | 3 | 0 | 5 | 0 | 0 | 0 | 1 |
|---|---|---|---|---|---|---|---|

NAME/COMPANY NAME:

AMOUNT:

| | | | | | | R | 3 | 0 | 0 | - | 0 | 0 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES; APPEALS UNIT

EMAIL; MSA.Appeals@capetown.gov.za

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM
12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 298 CAPE TOWN 8000
www.capetown.gov.za

Making progress possible. Together.