

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10

TENDER NO: 242S/2025/26

**TENDER DESCRIPTION: CLEANING OF SEWER INFRASTRUCTURE BY MECHANICAL MEANS
(CITY-WIDE)**

**CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT AND
SUBJECT TO 2 YEARS OF SECTION 33 APPROVAL**

CLOSING DATE 19 June 2026

CLOSING TIME 10:00am

TENDER BOX NUMBER 186

TENDER FEE R200

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

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THE TENDER

T.1 GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : **15 May 2026**
- CLARIFICATION MEETING** : Time: **10:00am** on Date: **02 June 2026**
- MS TEAMS LINK FOR CLARIFICATION MEETING** :
<https://teams.microsoft.com/meet/374795907062390?p=473MFZRvEjTwCGbi0X>
Meeting ID: 374 795 907 062 390
Passcode: nb7gN6PY
- 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. 242S/2025/26: - TENDER DESCRIPTION: CLEANING OF SEWER INFRASTRUCTURE BY MECHANICAL MEANS (CITY-WIDE"**, 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.
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.Tenders9@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 four tenderers [the highest ranked tenderer ("the winner") per region and might be considered as an "alternative" for the remaining regions] 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.

Each Tenderer may only be awarded a maximum of;

- One (1) region as a "Winner" and one region as an "Alternative", or
- Two (2) regions as a "Winner" on the condition that they meet the requirements set out below.

A Tenderer may only be a "Winner" for two (2) regions if they are the highest ranked tenderer and meet the following requirements:

- Have in their permanent employment two (2) or more suitably qualified Supervisors i.e., one (1) Supervisor per five (5) Senior Machine Operators. The Tenderer must complete the details for the secondary Supervisor in Returnable Schedule F.13B.
- Have in their permanent employment ten (10) or more Senior Machine Operators. The Tenderer must list all 10 Senior Machine Operators in Returnable Schedule F.13B
- Prove that they have available for the duration of the contract at least ten (10) or more "Bucket Machine" sets with auxiliary equipment. The Tenderer must list all 10 "Bucket Machine" sets in Returnable Schedule F.13C.

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods or services on a "winner-takes-all" basis (per region), 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 next highest ranked tenderer.

The contract period shall be for a period of **36** months from the commencement date of the contract and subject to 2 years of section 33 approval

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

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 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 Annexure F.13: 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 $\frac{1}{2}$ (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.

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.

2.2.1.1.3 Compulsory Clarification Meeting

Not Applicable

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		Maximum Possible Score
Criteria 1: Tenderer's Experience Tendering entity number of years experience in the cleaning of sewer and stormwater pipelines and culverts using bucket machines within the last ten (10) years.		15
1(a). Equal or more than 2 years	15 points	
1(b). Less than 2 years	5 points	
Criteria 2: Site Manager Site Manager number of years of work experience in the cleaning of sewer or stormwater pipelines and culverts using bucket machines.		20
2(a). Equal or more than 6 years	20 points	
2(b). Equal or more than 2 but less than 6 years	10 points	
2(c). Less than 2 years	0 points	
Criteria 3: Site Supervisor Site Supervisor number of years of work experience in the cleaning of sewer or stormwater pipelines and culverts using bucket machines.		20
3(a). Equal or more than 6 years	20 points	
3(b). Equal or more than 2 but less than 6 years	10 points	
3(c). Less than 2 years	0 points	
Criteria 4: Plant and Equipment Number of Bucket Machines available, including all equipment necessary to perform the operation.		45
4(a). 8 or more sets of Bucket Machines	45 points	
4(b). 5 to 7 sets of Bucket Machines	30 points	
4(c). 3 or 4 sets of Bucket Machines	5 points	
4(d). Less than 3 sets of Bucket Machines	0 points	
Total		100

The minimum qualifying score for functionality is **65** 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.

ALL THE RETURNABLE SCHEDULES AND SUPPORTING DOCUMENTS ARE TO BE COMPLETED IN FULL AND PROVIDED AT THE TIME OF CLOSING OF THE TENDER IN ORDER TO BE CONSIDERED RESPONSIVE

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

Criteria 1: Tender Returnable Schedule F.13A requires the tenderer to provide a list of completed projects involving primarily the cleaning of sewer or stormwater pipelines and culverts using bucket machines. The projects must have been undertaken in the last ten (10) years. The listed projects will be used to determine the number of years of relevant experience.

Criteria 2: Tender Returnable Schedule F.13B requires the tenderer to provide projects in which the nominated Site Manager has completed work, with primary activity being the cleaning of sewer or stormwater pipelines and culverts using bucket machines. The relevant work experience will be used to determine the functionality scoring for the Site Manager as set out in the functionality table.

Criteria 3: Returnable Schedule F.13B requires the tenderer to provide projects in which the nominated Site Supervisor has completed work, with primary activity being the cleaning of sewer or stormwater pipelines and culverts using bucket machines. The relevant work experience will be used to determine the functionality scoring for the Site Supervisor as set out in the functionality table.

Criteria 4: Returnable Schedule F.13C requires the tenderer to indicate what mechanical sewer pipeline cleaning equipment i.e. "Bucket Machines" and associated auxiliary equipment is available for the duration of the contract. The number of "Bucket Machines" sets listed will be used to determine the functionality scoring as set out in the functionality table.

If the Tenderer intends to lease any of the "Bucket Machines", they must provide a letter of commitment from the leasing company with the following information clearly stipulated;

- 1) The equipment will be made available for use on this specific Tender 242S/2025/26 for the duration of the contract as and when needed.
- 2) Confirm that the equipment meets the specification and performance criteria necessary to execute the work in accordance with this Tender Document.
- 3) Attach an original copy of the completed Schedule F.13C Plant and Equipment to the letter as Annexure F.13C1 indicating "hired" next to each bucket machine set that will be hired by the Tenderer.
- 4) Provide the registration and licensing documents (RC1 & MVL) for the hired equipment as stipulated in Tender Returnable Documents: Schedule F.13C Plant and Equipment.

The letter must be signed by the duly appointed representative of the company providing the hired equipment. The resolution by the Director(s) of the company providing the necessary authorisation to the company's representative must be attached to the letter.

Award of Region(s)

Each Tenderer may only be awarded a maximum of;

- One (1) region as a "Winner" and one region as an "Alternative", or
- Two (2) regions as a "Winner" on the condition that they meet the requirements set out below:

A Tenderer may only be a "Winner" for two (2) regions if they are the highest ranked tenderer and meet the following requirements:

- a) Have in their permanent employment two (2) or more suitably qualified Supervisors i.e., one (1) Supervisor per five (5) Senior Machine Operators. The Tenderer must complete the details for the secondary Supervisor in Returnable Schedule F.13B.
- b) Have in their permanent employment ten (10) or more Senior Machine Operators. The Tenderer must list all 10 Senior Machine Operators in Returnable Schedule F.13B
- c) Prove that they have available for the duration of the contract at least ten (10) or more "Bucket Machine" sets with auxiliary equipment. The Tenderer must list all 10 "Bucket Machine" sets in Returnable Schedule F.13C.

2.2.1.1.7 Provision of samples

Not Applicable

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 C.2**) 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 F.11 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.

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) Detrimentially 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.

2.3.10.3.2 Points for preference will be allocated in accordance with the provisions of **Preference Schedule** and the table in this clause.

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

2.3.10.3.4 Applicable formula:

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:

$$P_s = 90 \times \left(1 - \frac{(P_t - P_{min})}{P_{min}}\right)$$

Where: P_s is the number of points scored for price;
 P_t is the price of the tender under consideration;
 P_{min} 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 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) SME partnership, sub-contracting, joint venture or consortiums	4
2	Enterprise Supplier Development and Socio Economic Development > 15% of total expenditure = 3 points > 10% up to 15% of total expenditure = 2 points >= 5% up to 10% of total expenditure = 1 points < 5% of total expenditure = 0 points	3
3	Skills Development OR Employee Share Scheme Skills Development > 5% of total profit = 3 points > 3% up to 5% of total profit = 2 points >= 1% up to 3% of total profit = 1 points < 1% of total profit = 0 points OR Employee Share Scheme > 15% employee ownership = 3 points > 10% up to 15% employee ownership = 2 point >= 5% up to 10% employee ownership = 1 point < 5% employee ownership = 0 point	3
	Total points	10

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 Standby Bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the 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 DOCUMENT		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
GOODS AND SERVICES			
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: February 2024	Version: 10	Page 23 of 80

TENDER NO: 242S/2025/26

TENDER DESCRIPTION: CLEANING OF SEWER INFRASTRUCTURE BY MECHANICAL MEANS (CITY-WIDE)

CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT AND SUBJECT TO 2 YEARS SECTION 33 APPROVAL

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) Telephone : (____) _____ Fax : (____) _____ Cellular Telephone: _____ 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 If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☐ No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐ Yes ☐ No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐ Yes ☐ No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐ Yes ☐ No

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER 242S/2025/26: CLEANING OF SEWER INFRASTRUCTURE BY MECHANICAL MEANS (CITY-WIDE)

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

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 242S/2025/26: CLEANING OF SEWER INFRASTRUCTURE BY MECHANICAL MEANS (CITY-WIDE)

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:

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 242S/2025/26: CLEANING OF SEWER INFRASTRUCTURE BY MECHANICAL MEANS (CITY-WIDE)

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

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.....
.....

2 Subject

Details

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3 Subject

Details

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.....
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4 Subject

Details

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.....

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.

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER DESCRIPTION 242S/2025/26: CLEANING OF SEWER INFRASTRUCTURE BY MECHANICAL MEANS (CITY-WIDE)

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

ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

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

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

I, ..., representing

....., as an employer
in its own right 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 "OHS") 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
OHS and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHS 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

Mandatory

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'

Item No	Description	Unit of measure	Rate (excl VAT)
1	Cleaning and removal of all silt, sand, stones, roots and other debris from sewer conduits, from 150mm diameter and larger within the City of Cape Town Metropolitan Area		
1.1	150mm to 250mm diameter	Ton	
1.2	>250mm to 350 mm diameter	Ton	
1.3	>350 mm to 450mm diameter	Ton	
1.4	>450mm to 550mm diameter	Ton	
1.5	>550mm to 650mm diameter	Ton	
1.6	>650mm to 750mm diameter	Ton	
1.7	>750mm to 850mm diameter	Ton	
1.8	>850mm to 950mm diameter	Ton	
1.9	>950mm to 1050mm diameter	Ton	
1.10	>1050mm to 1150mm diameter	Ton	
1.11	>1150mm to 1250mm diameter	Ton	
1.12	>1250mm to 1350mm diameter	Ton	
1.13	>1350mm diameter	Ton	
2	Transportation		
2.1	Transportation of all debris to the Vissershok Private Waste Disposal Site	Ton per kilometre (T/km)	
3	Dumping at Vissershok Private Landfill Site		
3.1	Cost of dumping at Vissershok Private Waste Disposal Site including all fees and chemicals (All vehicle types)	Ton	
4	Combination Unit		
4.1	Supply Combination Unit - High Pressure Jet Machine and Suction Unit on A Single Chassis (Including Root Cutting Equipment)	Hour	
5	Provision of Security Services		
5.1	PSiRA Grade A Guard	Hour	
5.2	PSiRA Grade B Armed Guard	Hour	
5.3	PSiRA Grade B Unarmed Guard	Hour	
5.4	PSiRA Grade C Armed Guard	Hour	
5.5	PSiRA Grade C Unarmed Guard	Hour	
5.6	PSiRA Grade D Armed Guard	Hour	
5.7	PSiRA Grade D Unarmed Guard	Hour	
5.8	PSiRA Grade E Armed Guard	Hour	
5.9	PSiRA Grade E Unarmed Guard	Hour	
6	Insurances, Guarantees and Compliance		
6.1	Initial obligations in terms of insurances and guarantees required in terms of the Contract for the full duration of the contract	Sum	
6.2	Initial obligation in terms of the Occupational Health and Safety Act, Construction Regulations (2025) for the full duration of the contract	Sum	

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.
- 5.8 Tenderers to price all rates to be considered responsive for this tender.
- 5.9 Rates will be applicable to all Regions (1-4) within the City of Cape Town Municipal boundaries.

INITIALS OF CCT OFFICIALS		
1	2	3

C.5 SPECIFICATION(S)

5.1 DESCRIPTION OF THE SERVICE

5.1.1 Introduction

There is more than 10 000 kilometres of sewer pipeline infrastructure within the City of Cape Town Metropolitan Area. This includes large diameter sewer pipelines which require periodic cleaning. Council has dedicated teams attending to various cleaning functions but from time-to-time additional resources are required to assist the workforce with specialised equipment.

This tender covers the cleaning of sewer infrastructure by attending to the removal of sewage debris from large diameter sewers using mechanical equipment, primarily "Bucket Machines" on an ad-hoc basis for a term of five (5) years (inclusive of a 2 year period subject to a section 33 approval), from the date of commencement. The tender also makes provision for a combination unit in an assistive capacity i.e., opening a pathway for the initial bucket entry and/or also to do a "final sweep" of remaining debris. The combination unit may also be utilised for the cleaning of smaller diameter residential lines linking to the main sewer being cleaned utilising "bucket machines". The tender requires an experienced site manager, site supervisor and senior machine operators and will be evaluated as indicated in the functionality.

5.1.2 Purchaser's Objective

The CCT'S objective for this tender is to procure Service Provider(s) to carry out the cleaning of sewer pipelines using primarily bucket machines in the four (4) Reticulation Regions. The City of Cape Town intends to award to a "winner" and "standby" for each region. Tenderers must indicate their regions of preference in Schedule F.13D The rates provided as per the Pricing Schedule will be applicable for all areas/regions.

5.2 SERVICE REQUIREMENTS

5.2.1 Pre-inspection

The service provider may be called upon as part of a planned cleaning programme or following identification of a debris-laden conduit by the City of Cape Town Representative or his/her representative. The service provider will be requested to meet the Council representative on-site in order to conduct a basic inspection of the work to be undertaken. This inspection will facilitate the preparation of a work plan by the Service Provider. All costs associated with attending to pre-inspection will be deemed to be included in the tendered rates.

5.2.2 Work Plan

The service provider must provide a work plan to the Council representative prior to the commencement of work. The work plan must be approved prior to the commencement of work. The work plan must contain at least the following:

1. Indicated on a CCT Reticulation GIS printout of the focus area, the locality, length and diameter of pipelines to be cleaned.
2. The estimated volume of debris to be removed based on the pre-inspection.
3. The maximum potential volume of debris to be removed based on 75% of the total pipe volume to be cleaned.
4. The number of machine sets to be established including the names of all senior machine Operators.
5. The commencement date.
6. The completion date, based on equipment to be used and reasonable rate of progress to be achieved.
7. Security to be utilised (if required and approved)
8. Traffic Accommodation plan to be implemented.

The City of Cape Town Representative or his/her representative must approve the Work Plan prior to issuing of the purchase order and commencement of the work. The City of Cape Town Representative or his/her representative may request the service provider to amend the work plan until they are satisfied with the content thereof. The amendment may include, but is not limited to, the use of additional bucket machines based on the availability for the region in question. The cost for the preparation of the work

plan, and any amendments thereto, will be deemed included in the tendered rates.

The approved work plan will not exempt the Service Provider from any of the requirements set out in this contract and/or its specifications.

5.2.3 Cleaning Operation

The work that is to be carried out under this contract is as provided in the Specifications and Pricing Schedule. The work to be undertaken by the Service Providers shall include the following:

- Sewer cleaning and loading of debris into covered water-tight containers
- Transportation of debris to the disposal site
- Disposal of the sewage debris at the Vissershok Private Waste Disposal Site
- Cleaning and disinfecting any spillage caused during cleaning, loading the debris and transportation to the disposal site

The work will be undertaken during normal working hours. Should the Service Provider need to work after normal working hours he/she will request the permission of the Council's representative and the Service Providers shall provide and maintain at his own cost all lights, guards, fencing and watching necessary for the safety and convenience of the public. This work will be at the same rates tendered in the Pricing Schedule.

Sewer pipelines are to be cleaned primarily by "Bucket Machines", and the sewage debris removed from the pipes must be placed into a watertight skip container and transported to the private "Vissershok Waste Management Facility (Pty) Ltd" site for disposal. All skip containers shall remain covered whilst located on-site and during the cleaning operation.

Each "Bucket Machines" set will be managed by a Team which will consist of at least the following:

- 1) A Vehicle with a dedicated driver to take and collect machines to sites,
- 2) A "Bucket Machine Set" comprising of two (2) machines
- 3) 1 x Senior Machine Operator
- 4) 1 x Machine Operator
- 5) 2 x Labourers
- 6) Flagmen as required in the approved traffic accommodation plan

The Bucket Machine set will include all required auxiliary equipment including rollers, cables, swivels, yokes to carry out the operation. Operators of the equipment must be trained, competent and experienced in using the plant, machinery and equipment.

All ancillary equipment including possible over-pumping required to set up and undertake the cleaning operation shall be deemed to be included in the rates tendered. This must be done to effectively model uninterrupted flow of the mains as per normal conditions maintaining the hydraulic gradient for all pipe sizes in order to not impede flow causing backwater in tributary sewer mains. To this end full pipe flow volumes for pipe sizes listed in this document (150mmØ to 1800mmØ nominal diameter) to be catered for in pricing.

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

The apparatus and methods used shall cause no damage to infrastructure, property or fixtures and such damage as may be caused will be repaired by the service provider at their own expense within the timeframe stipulated by the responsible Council Representative. The greatest care is to be exercised in order to ensure that insofar as possible all solid material dislodged from the underground sewer reticulation is removed and carted away to the specified disposal site.

The City of Cape Town Representative or his/her representative must be informed in cases where the cleaning of sewers is not possible i.e., due to pipe damage such as collapses.

The City of Cape Town Representative or his/her representative may instruct the tenderer to cease work if he deems the method of work to be unsatisfactory, danger or inconvenience to the public, or deemed to be uneconomical under the circumstances.

The service provider is to provide his supervisory staff with cellular phones or radios for communication purposes. The service provider is to be contactable during normal working hours, either by telephone, cellular phone or e-mail.

The service provider shall notify the City of Cape Town Representative or his/her representative immediately of any major defect in the reticulation, which he may discover. All defects to the reticulation system are to be noted on the daily sheets and the City of Cape Town Representative or his representative shall be advised in writing of such defects.

The Service Provider is to ensure that they meet all requirements set out in the National Environmental Management: Waste Act, 2008 in terms of, but not limited to, the storage, transport and disposal of waste. This includes all licencing requirements.

5.3 PAYMENT

Payment will be in terms of the Pricing Schedule. Tipping slips or receipts must be submitted with the monthly signed invoices by the Contractor. No monthly invoice will be processed without the tipping slips or receipts.

The cleaning operation for sewers is time-consuming and may require daily re-establishment. The setting up of equipment and installation of lines or ropes for the dragging of the bucket will be the Service Provider's responsibility and no additional payment will be considered for these aspects of the operation. Cost for transport will only be reimbursed from the work site to the disposal site.

The Service Provider shall keep daily records of the volume of material removed from the sewers. This information is to be submitted together with the monthly invoices. The data is to be provided as per attached Annexure H (Daily Work Sheet).

The sum amounts for payment item 6. Insurances, Guarantees and compliance required in terms of the contract for the 5-year contract duration will cover all requirements for the duration of the tender, and paid as a once off payment to the full sum amount, by the contracts manager. This amount will become payable upon acceptance and approval of the relevant documentation.

5.4 DUE DILIGENCE

Work undertaken during this contract is hazardous in its nature and Service Providers are required to take every precaution to protect their workers and the general public. Service providers are to note the Contract Specific Health and Safety requirement, as well as all other requirements set out in this document.

5.4.1 Spillage of Debris

During operation and transportation spillage of sewage debris onto the roadway, footpaths or any public place or private property must be cleaned up and sanitised immediately at the cost of the Service Provider. Refer to Clause 5.9.3 below (Spillage during transportation). Any resultant fines due to non-compliance to applicable By-Laws during operation and transportation will also be for the cost of the Service Provider.

Temporal dumping of debris during operations shall be in a covered watertight small metal container.

5.4.2 Damage to Pipes

All equipment and methods used for the cleaning operation shall not damage pipes, manholes and associated fittings. Any damage caused by the Service Provider will be repaired by the service provider at their own expense within the timeframe stipulated by the responsible Council Representative.

5.4.3 Open Manholes Safeguarding

Where manholes are opened for operational purposes, these are not to be left unattended and these manholes must be covered with a metal grid (extruded mesh or similar) to prevent accidental entry to the manhole and the area must be cordoned off and designated as a "worksite" and be surrounded by a sufficient number of amber traffic cones.

Functional, calibrated and certified Gas Monitors must be used before and when accessing the manholes. It is required of the supervisor to monitor the gas levels and issue a confined space entry permit before entry is allowed. The confined space entry permit must be available for inspection when required.

5.4.4 Notice to Residents

With planned cleaning, the Service Provider will be required to notify residents of the intention to clean sewers in the area at least one week prior to commencement of the work. The notification shall be in the form of a printed and hand-delivered notice to each residency, in consultation with the Council representative. The notification will be to facilitate access to the sewer reticulation as well as inform residents of any access restrictions during the cleaning operation. This will be in the form of a notice to residents from the Service Provider.

5.4.5 Cease Work

The Service Provider may be instructed to cease work, where the work method is deemed to be unsatisfactory, a danger or an inconvenience to the public or not environmentally acceptable.

5.4.6 Working with live sewers

All Service Providers who will be working with live sewers shall be required to observe those sections of the Act and Regulations which deal with working in confined spaces and dealing with hazardous gases.

All manholes and sewers shall be tested for hazardous gases on a continuous basis to ensure worker safety. The Service Provider shall ensure that the necessary functional, calibrated and certified gas testing equipment is available on site at all times. Breathing apparatus shall be available as and when required.

The Service Provider shall ensure that the personnel protective equipment (PPE) as provided conforms to the Health & Safety regulations.

The Service Provider may be required to cordon off his working area to prevent unauthorised access to machinery and open manholes.

Any over-pumping requirement in order to establish equipment will be deemed to have been included in the rates tendered.

5.5 DESIGNATED AREAS, SITE CONDITIONS AND BOUNDARIES

5.5.1 Designated areas

The successful Service Provider will be required to work in designated areas within the boundaries of the City of Cape Town Municipal area as shown on drawings provided by the Region Representative. The rates submitted in the Pricing Schedule shall constitute the rate for working in any area within the City of Cape Town municipal area.

5.5.2 Site Conditions

Tenderers will be deemed to have familiarised themselves with site conditions and all restrictions which may affect their provision of a service contract in the various areas prior to submission of this tender.

5.5.3 Boundaries of the "Works Site"

The "works site" shall consist of the portion of the road reserve, intersections, construction camp, any storage area on the site which the Service Provider may require in addition to the area required for cleaning and special works as defined by the limits of cleaning shown on the drawings issued to the Service Provider, plus such additional length of road that is necessary for the erection of the road signs on the approaches to the works.

5.5.4 Site clearance

When the sewer cleaning task at the site is complete, the Service Provider shall always make sure that the site is thoroughly clean/disinfected and free of bad odours/smells that may affect the nearby community. Sanitising of the site by means of chloride of lime or any similar SABS approved product will also be required.

5.6 OCCUPATION OF THE SITE

Access to the site of the work will be given to Service Provider following approval of the work plan by the Council's representative.

When the site of the works is on public roads, these must remain in use during the course of the work. No road may be closed without prior permission obtained from the Regional Traffic Authority and traffic shall be accommodated at all times. Refer to 5.10 Traffic Accommodation.

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

5.7 PLUGGING OF PIPES AND ADVISING OF DEFECTS

No pipes shall be plugged by the Service Provider without the express written permission of the Council's Representative from the Water and Sanitation Department: Reticulation Branch who may impose special conditions regarding precautions to be taken. The Service Provider shall be responsible to ensure that the cleaning operation does not create backing up of sewage which may cause flooding and/or nuisance.

The Service Provider shall notify the Council's Representative immediately of any defect which he may discover, i.e. damage, missing covers and collapse in the reticulation. All defects to the sewer reticulation system are to be noted on the daily worksheets.

5.8 VEHICLES, PLANT, MACHINERY, EQUIPMENT and CONTAINERS

5.8.1 Power

All motorised vehicles used to tow and move the "Bucket Machines" from the Service Providers premises to the worksites shall have the necessary power, size and have the correct towing capacity to perform the task in terms of the Road Traffic Act RTA, Act 93 of 1996.

Bucket machines are hydraulically driven by an engine producing a line pull of at least 2 tons.

5.8.2 Performance

All vehicles, plant, machinery, equipment and containers used for performing services on this contract shall be adequate to perform the services required by the tender, as may reasonably be determined by the Council's Representative from time to time. As the vehicles, plant, machinery, equipment and containers become fully depreciated or reach the end of their useful life, the Service Provider shall immediately replace such retired vehicles, plant, machinery and equipment to satisfy the tender requirements.

All plant and equipment that is power operated shall be maintained in a clean and serviceable condition. Any mechanical breakdown of the plant shall receive attention as soon as practicable after the occurrence. When repairs cannot be effected within a reasonable time, the faulty equipment shall be removed from the site and replaced by serviceable equipment and the Council's Representative must be notified when removal occurs.

5.8.3 Registration and Operation

All Vehicles, Plant and Equipment, including "Bucket Machines" for this contract and to be used on public roads shall be registered and licenced by the Service Provider(s) and operated in accordance with the Road Traffic Act RTA, Act 93 of 1996 and all current Road Traffic Regulations and shall operate in compliance with all applicable central, provincial, and local laws and regulations. Proof of licensing and ownership shall be submitted along with the tender document. This evidence shall be attached to Schedule F.13C.

All vehicles, plant and equipment shall be operated by qualified and licensed operators, so as not to harm human health or the environment. Workers must be transported safely and lawfully.

Those vehicles used to transport debris removed from sewers must be able to do so in a safe and

nonoffensive manner. All vehicles shall be sufficiently secure so as to prevent any spilling or littering of solid waste and/or leakage of fluid. No vehicles shall be wilfully overloaded. Should spillage occur, it must be removed in terms of Road Traffic Act RTA, Act 93 of 1996 and all current Road Traffic Regulations and will be paid for by the Service Provider(s).

5.8.4 Noise Levels

Noise level for all vehicles, plant and equipment during operations shall not exceed eighty -five (85) decibels at a distance of eight meters measured at an elevation of 1.8 meters above the ground. Service Providers shall keep all vehicles and equipment performing this service in good repair, appearance and sanitary condition.

Also, refer to Clause 5.12.5 with regard to Noise Permits for this work.

5.8.5 Skip Containers

All debris removed from the sewers must be deposited into water-tight skip containers. The skip container must be placed adjacent to the manhole where debris is being removed from the sewer for easy loading by the labour. The skip container must be moved to the next manhole whenever there is a change in the cleaning operation. It must be removed from the site daily or at the end of the working shift.

5.8.6 Truck Books

Those vehicles used to transport debris shall maintain a truck record book of time and movement, including:

- Departure time from the Service Provider's yard at the start of the day,
- Arrival times at and departure times from the designated work site,
- Arrival times at and departure times from the official disposal site,
- Arrival time at the Service Provider's yard at the end of work.

Trucks that have their loads weighed or measured shall have this data included in the vehicle logbooks. Downtime and the nature of any breakdown and repair activities shall also be recorded in the truck record books. Data from the truck record books shall be collated and presented in a monthly report of service delivery from the Service Provider to the Council's Representative.

The Council's representative shall have access to the truck record books when requested and the Service Provider shall provide substantiated proof of this data which could be used for auditing purposes.

Service Providers shall bring all solid waste vehicles to officially designated weighbridges or checkpoints for measurement of the load's weight or volume, respectively. If payment is to be made on a tonnage basis and the weighbridge is not in service, the load weight shall be estimated based on the volume of the truck, an estimate of the volume of the load, and the typical density of the load in that type of truck.

5.8.7 Inspection and Demonstration

Prior to the award of the contract, the Council's Representative may request to inspect the Tenderer's vehicles, plant, equipment and "Bucket Machines" and may also call for a demonstration of the suitability of the equipment for this specialised task. The cost of such a demonstration will be borne by the Tenderer.

5.8.8 Company Name and Identification

All Plant and Vehicles including "Bucket Machines", used for this operation must have the Service Provider's name, identification and telephone number prominently displayed which shall be readily visible on the sides of the plant and vehicles.

5.8.9 Tracking System

Vehicles used for this contract must be fitted with tracking systems. Information from such tracking systems must be made available to the Council's Representative upon request for auditing purposes.

The cost of this system is to be included in the tendered rates. The tracking system must offer the following:

- Inform the relevant council officials of any route deviation in the event it is needed.
- Position accuracy of the vehicle to within 10 metres.
- Information of each trip made per day giving exact details of the data, time and address.

5.8.10 Combination Unit

- a) A Combination Unit is deemed to be a high-pressure jet machine and vacuum / suction unit mounted on a single chassis.
- b) The high pressure Jet machines pump shall be capable of providing a jetting pressure of at least 120 bar at a flow rate of at least 220 litres per minute, measured at the pump.
- c) The contractor is to provide their own metered stand pipes for the filling of the combination units
- d) The jetting hose shall be a minimum of 25 mm nominal diameter with a minimum operational length of 120 meters at all times.
- e) The jetting hose shall be wound onto a hose reel, which is power-driven in both the clockwise and anti-clockwise directions.
- f) All units shall be equipped with a water tank that must be filled through an approved pressure break, which shall be a minimum of twice the feed diameter above the spill over level.
- g) The vacuum / suction unit may have the vacuum created by either Airflow or Roots type blowers.
- h) Suction shall be via a suction pipe of 150 mm minimum diameter and shall effectively pick up wet and dry materials to a depth of up to at least 6,0m.
- i) On all suction units, decanted liquids only, shall be returned to the system being cleaned via an approved return pipe, which shall be kept with the unit at all times. Decanted liquids are to be discharged directly into a sewer manhole, NOT ONTO THE ROAD SURFACE.
- j) The Pricing Schedule rates for Combination Units will include for all drivers/operators and assistant/s, fuel, water, root cutting equipment and a full range of nozzles, including forward blasters for the breaking of blockages as listed in the minimum equipment table.
- k) The Debris tank must have facilities to separate the solids from the liquid with a capacity of at least 5 cubic meters for the debris tank and 4 cubic meters for the water tank.
- l) The Debris tanks must be able to discharge the solid contents by means of tipping or by an hydraulic ram system. The Door of the debris tank must be hydraulically operated.
- m) The debris tank with a capacity of not less than 5m³
- n) The free airflow of 1000 litres per second capable of continuous running
- o) The flexible suction hose must not be smaller than 150mm (6") diameter
- p) Wet or dry material removed from the pipelines/manholes should be contained in a sealed container. (Debris tank)
- q) Discharge from the debris tank will be at the rear by means of hydraulically opened door, to a minimum angle of 50 degrees.
- r) A jetting equipment capable of providing a minimum jetting pressure of at least 120Bar
- s) The jetting hose must be a minimum of 25mm diameter with a minimum operational length of 120m
- t) The jetting hose shall be wound unto a hose reel, which is power driven in both the clockwise and anti-clockwise directions
- u) Tracking system
- v) The following minimum equipment is required per combination unit:
 - Safety/first aid kit
 - Manhole lifter
 - Pick
 - Spade
 - Sledge hammer
 - Small bow saw
 - 25mm dia nylon rope (min 20m long)
 - Small hatchet
 - One set of bail hooks
 - Retro-jet
 - Bomb (nozzle)
 - Pointed or penetrating nozzle (forward blaster)
 - Rotating nozzle or chain flail
 - 10 m minimum lay flat hose for filling the water tank
 - 10 m minimum lay flat hose for decanting the liquid from the debris tank
 - Elbow or similar blocking device to prevent material being washed downstream
 - Metered standpipe (ex. Water Services)
 - Gas detector.
 - Ladders to use in manholes (where step-irons are broken)

- PPE

Combination Units will support bucket cleaning activities as indicated by the Council's representative. These activities include:

- Assisting with the establishment of the bucketing operation by assisting with the initial cable pull
- Cleaning of small diameter sewer pipelines where bucket machine use may be problematic and not feasible
- Clearing and cleaning of smaller diameter reticulation lines connecting to the conduit which is being serviced by the "bucket cleaning machines"
- Clearing and cleaning of sewer manholes (no limitations)
- Emergency response in terms of cleaning out of blockages creating surcharging conditions due to an identified blockage (only where approved in writing by the CCT City of Cape Town Representative).

5.9 TRANSPORTATION AND DISPOSAL OF SEWAGE DEBRIS MATERIAL

5.9.1 Arrangements and Organising

The Service Provider will be required to arrange for tipping of all sewage debris with the management of the private "Visser'shok Waste Management Facility (Pty) Ltd", Frankdale Road, Milnerton. He/she will be responsible for organising the disposal of the sewage/silt debris material at the waste site including all permits and fees, access and times of tipping, etc., which may include work needed to be undertaken after normal working hours or over weekends.

5.9.2 Dumping at Private Waste Disposal Site – "Visser'shok Waste Management Facility (Pty) Ltd"

All material taken from the sewer pipelines is to be completely removed, transported to and dumped at the private "Visser'shok Waste Management Facility (Pty) Ltd", Frankdale Road, Milnerton which is situated off the N7 on the Frankdale Road.

This site is only open between the hours 07:45 and 16:00 – Monday to Friday and 07:30 to 15:30 on Saturdays

NAME OF WASTE DISPOSAL SITE	LOCATION	CONTACT NUMBER(S)
"Visser'shok Waste Management Facility (Pty) Ltd"	Off the N7, on the Frankdale Road	(021) 557 6160

5.9.3 Spillage during transportation

Please note that any spillage of transported material onto public roads will result in fines as well as clearing up costs which will be paid for by the Service Provider(s).

5.9.4 Storage overnight

No material may be stored overnight on site. Debris removed from the site must be transported in watertight vessels to prevent spillage. Areas, where waste material has been spilt, shall be cleared up, washed and disinfected with chloride of lime.

5.9.5 Cost of tipping

Tipping costs will be reimbursed in terms of the Pricing Schedule for the duration of the Contract providing proof of tipping is submitted. Tipping slips or receipts must be submitted with the invoices. **No invoices will be processed without the tipping slips or receipts being attached.**

5.9.6 Illegal dumping

Service Providers who are found illegally dumping material or leaving material on site will be fined as per the spot fine schedule contained in section 22 of the Special Conditions of Contract, current City of Cape Town By-Laws and/or National Legislation.

Illegal dumping must be reported to Call Centre 086 010 3089.

5.10 TRAFFIC ACCOMMODATION

5.10.1 General

Closure of traffic lane(s) adjacent to the work area will only be permitted during specified off-peak periods. The service provider shall plan his operations to ensure that the closing and opening of lanes conform to the time periods specified below, or as instructed or approved by the City of Cape Town Representative or his/her representative.

It is important that the traffic accommodation requirements described in these specifications are adhered to and that all installations meet with the approval of the Traffic Manager of the City of Cape Town.

Only one traffic lane per direction may be closed to traffic at a time. Where two lanes are required to be closed on a three-lane multilane directional roadway to create a work area, one lane shall be dropped at a time with a suitable stabilizing area between the two lane drop. Closure of a traffic lane or partial lane will only be permitted once the traffic control facilities and temporary traffic diversions / deviations have been approved.

Closure of traffic lanes for work areas will only be permitted during non-peak time periods, which is Monday to Friday inclusive 09:00 to 15:30. All lanes must be open to traffic at the following times:

- AM Peak : Monday to Friday inclusive: 06:00 to 09:00.
- PM Peak : Monday to Friday inclusive: 15:30 to 18:30.

There are no lane closure time restrictions over weekends.

The service provider shall submit proposals in connection with all signs and accommodation of traffic to the City of Cape Town Representative or his/her representative for approval.

5.10.2 Safety

The service provider shall be responsible for the safe and easy passage of pedestrian and vehicular traffic past and/or over sections of roads of which he has occupation. The service provider shall at all times in his entire operations take the necessary care to protect the public and to facilitate the traffic flow.

The service provider may not commence with any part of the works before he has made adequate provision for the accommodation of traffic. The safety and convenience of the travelling public is to be considered of utmost importance and every effort must be made to ensure that no work may proceed on any public road until such time as the relevant road signs, flagmen, speed controls, barricades, delineators, cones etc. are in place and maintained, and that courtesy is extended to the public at all times.

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

The travelling public shall have the right of way on public roads, and the service provider shall apply suitable methods for controlling the movement of his vehicles, plant and equipment that they will not constitute a hazard on the road. Access to properties must be maintained at all times.

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

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

5.10.3 Temporary Traffic-Control Facilities

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

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

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

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

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

5.10.4 Traffic-Control Devices

Traffic-control devices include the use of flagmen and portable STOP and GO-RY signs, and traffic signals, whichever may be the most suitable method under the prevailing circumstances. Traffic signals shall only be erected if approved by the City of Cape Town Representative or his/her representative.

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

Flagmen shall have a working knowledge of the road regulations.

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

5.10.5 Road Signs and Barricades

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

5.10.6 Channelization Devices and Barricades

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

5.10.7 Warning Devices

Vehicles and plant operating on the works shall be equipped with rotating amber flashing lights. All lights shall be visible at all times and from all sides. The flashing lights shall be on at all times when the vehicles and plant are used on the site. Combination unit must emit a 'beeping' sound when reversing as part of the warning devices

5.10.8 Measurement & Payment

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

5.11 STANDARD OF WORKMANSHIP

The attention of Service Providers is particularly drawn to the high standard of workmanship applicable to this Contract.

5.11.1 Previous Experience

The Service Provider must have the necessary vehicles, plant, machinery, equipment, containers and staff who have had previous experience in cleaning of sewers or other large diameter pipelines using bucket machines to carry out the Works.

The experience required is primarily in regard to the Contracting company itself, although the experience of individuals employed by the firm is also of importance.

Over and above the daily requirements for site visits by the Contracts Manager, they need to be available on-site when the City's Representative requires their attendance.

5.11.2 Identification and Uniforms

Service Providers shall provide all their staff with identification cards, with their name, photo, and identification number and require them to carry the said identification cards at all times for monitoring purposes. When requested to do so by the Council's representative the Service Provider shall submit their staff identification cards for inspection.

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

5.11.3 Performance Monitoring

Service Providers shall execute the Works in strict accordance with the contract to the satisfaction of the Council's Representative and shall comply with and adhere strictly to the Council's Representative's instructions and directions on any matter (whether mentioned in the contract or not). The Tenderer shall take instructions and directions only from the Council's Representative.

Works can only commence once the Service Provider has received a Purchase Order together with the offer of works attached to Annexure L. No payment will be made without the signed works offer being submitted with the tenderers payment invoices.

Service Providers shall allow the Council's Representative to have access at all times to inspect the work being conducted, to inspect all records and documents maintained by the Service Providers regarding work performed, and to inspect the equipment being used, including spare parts inventories, stores, and workshop repair facilities if required.

The Service Providers shall respond to all complaints regarding work provided under this contract courteously and promptly. The Service Providers shall inform the Council's representative immediately of any problems on-site.

5.12 HEALTH AND SAFETY REQUIREMENTS

5.12.1 Occupational Health and Safety Act 1993 (Act no. 85 of 1993)

The Service Provider shall comply with the Occupational Health and Safety Act 1993 (Act no. 85 of 1993). All the work included in this Contract shall, for the purpose of complying with the OHS Act and the Construction regulations, be deemed to be "construction work".

It should be noted that, with a few exceptions, the Standard Specifications and the Project Specifications are "end product specifications" and not "method specifications". As the methods of construction to be used are generally determined by the Service Provider, detailed safety requirements applicable to all the

operations to be carried out on Site are provided in the project documentation. The Service Provider shall apply all the relevant safety regulations and requirements to the work methods and materials used.

The Service Provider who will be working with live sewers shall be required to observe those sections of the Act and Regulations which deal with working in confined spaces and dealing with hazardous gases. All manholes and sewers shall be tested for hazardous gases on a continuous basis to ensure worker safety. The Service Provider shall ensure that the necessary functional, calibrated and certified gas testing equipment is available on site at all times and breathing apparatus shall be available as and when required.

5.12.2 Factories, Machinery and Building Work Act of 1941 (Act 22 of 1941)

All equipment provided and used and all work carried out under this Contract shall meet the requirements of the Occupational Health Safety Act and those Regulations under the Factories, Machinery and Building Work Act of 1941 still remaining in force.

5.12.3 Personnel Protective Equipment

The Service Provider shall provide all his/her workers with all necessary protective clothing for use at all times which facilitates their work and limits their direct contact with the sewage debris/silt material and shall ensure that, at least, the following list of personnel protective equipment is in general use:

- Safety harnesses for working in confined spaces.
- Breathing apparatus for toxic gases and oxygen-deficient areas.
- Hard hats where required
- Gas detectors
- Gloves for cut resistance.
- Earmuffs or earplugs for noise from machines.
- Overalls for body protection
- Safety shoes/boots with steel toe caps for foot protection.
- Waders and waterproof jackets.
- Reflective vests

5.12.4 Health and Safety

The Health and Safety aspects to cover the proposed work is contained in the Contract Specific Health and Safety plan contained in Annexure J. The Service Provider must comply with these specifications. The cost for complying with the Health and Safety requirements is deemed to be included in the tendered rates.

At the commencement of each sewer cleaning project, the successful Service Provider(s) will be required to submit a comprehensive Health and Safety Plan for the relevant work project.

5.12.5 Noise Permits

All Service Provider(s) who are awarded contracts to undertake the cleaning of sewers using “Bucket Machines” will be required to apply for and maintain the necessary Noise Permits whilst carrying out the service for the duration of the contract. The cost of acquiring and maintaining such permits is to be included in the tendered rates.

5.12.6 Vaccination Certificates and Medical Reports

All employees to have valid medical certificate of fitness specific to the work activities to be performed and issued by an occupational health practitioner in the form of Annexure 3. Hepatitis B injections for all employees is needed.

5.13 AVAILABLE FACILITIES

5.13.1 Facilities

No toilet, water, electricity or storage facilities are available and the Service Provider is to make his own arrangements with regard thereto.

5.13.2 Water Supply

The Service Provider shall make his/her own arrangements for the supply of water for the cleaning requirements. Only City of Cape Town metered standpipes shall be used and these can be obtained from the Water and Sanitation Depots against a deposit. Normal charges will be levied for water consumption.

5.14 GENERAL INFORMATION FOR THE SERVICING SPECIFICATIONS**5.14.1 Supply all equipment**

The Service Provider is to supply all equipment required to undertake and complete the work as specified and no additional payment will be entertained.

5.14.2 Communication

The Service Provider is to provide his supervisory and operational staff with cellular phones/two-way radio for communication and contact purposes for the duration of the contract.

5.14.3 Office hours for administration purposes

Office Hours are from 08h00 until 16h00 between on weekdays for administration purposes

5.14.4 Working hours

Normal working hours are Monday to Friday from 07h30 until 17h00 which includes a 30 minutes for a lunch break. Overtime is anytime before 07h30 and after 17h00 on working days. Weekend is anytime from midnight Friday to midnight Sunday. Public holiday is any proclaimed national public holiday. No work is permitted on Saturdays, Sundays and Public Holidays without the written permission of the City of Cape Town's Representative at the same rates tendered as per the Pricing Schedule.

5.14.5 Human Remains

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

5.15 SECURITY

The Service Provider shall take every precaution to ensure the safety of all staff and to protect the infrastructure being cleaned from theft and vandalism. The Service Provider shall be responsible for the safety and security of his personnel, plant/equipment on site and the working area in general and at all times from establishment to de-establishment. The Service Provider shall therefore acquaint himself with the current situation in the area with regard to safety and security (liaising with the local police as necessary) and shall provide all security measures, including the employment of accredited security services, as deemed necessary to comply with the requirements under this clause on the Contract. All security staff employed for the cleaning operation must be registered with the Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available upon request. The security arrangements must be discussed with and approved by the Council representative prior to commencement of the work.

All security staff employed by the Service Provider shall be registered with the Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the employer's agent upon request.

Unarmed is defined as any non-lethal equipment such as a baton, stun gun, taser or pepper spray. Armed shall include a firearm along with the relevant South African Police Service firearm competency.

Armed guards will only be utilised under extraordinary circumstances and will require the written approval of the relevant Contract Manager.

5.16 FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (Annexure B).
- b) B-BBEE Sub-Contract Expenditure Report (Annexure G).

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R500.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

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

The Monthly Project Labour Reports shall be submitted electronically monthly via the Project Manager to the CCT's Corporate EPWP Office at EPWPLR@capetown.gov.za for capturing.

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

5.17 TRADE NAMES OR 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".

5.18 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.

5.19 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 **R500.00** 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.

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 Services 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 Purchaser;
 - 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 Clause 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 exists 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

Delete clause 7.1 and replace with the following:

7.1 Within 14 (fourteen) days of Commencement Date the Supplier shall furnish to the Purchaser the performance security:

7.1.1 For the Guarantee Sum equal to **R4,034,470.00**

7.1.2 The Performance Security/Guarantee furnished shall be issued by an Approved Financial Institution listed in the Pro Forma Performance Security/Guarantee as at 13 August 2025 (being institutions approved for issue of contract guarantees by the Purchaser).

Delete clause 7.3 and replace with the following:

7.3 The performance security shall be furnished strictly in accordance with the terms and conditions set out in Form of Performance Security/ Guarantee.

Delete clause 7.4 and replace with the following:

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier strictly in accordance with the terms and conditions set out in the Performance Security/ Guarantee.

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 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 zero (0) 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:
N/A	N/A

- 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 Advance payment for the purposes of deposits will only be provided up to a limit of **0 %** of the value of any one item being claimed.
- 16.6.4 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.
- 16.6.5 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 The prices for the goods and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 and the following conditions will be applicable:

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

relieve the Supplier from any liability or obligation under the Contract.

21. Delays in the supplier's performance

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

- 21.2 If at any time during the performance of 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 **R3 620.00 per day**.

- 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))

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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.
- 7.3 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.: 242S/2025/26

TENDER DESCRIPTION: CLEANING OF SEWER INFRASTRUCTURE BY MECHANICAL MEANS (CITY-WIDE)

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



Instructions for completing and submitting forms

General

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

Project Details

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

Beneficiary Details and Work Information

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

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

Submission of Forms

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

PROJECT DETAILS

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

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

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

MONTHLY PROJECT LABOUR REPORT



BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:				Year Month		Sheet 1 of		

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

0 0 R -

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

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

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 ...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

ADVANCE PAYMENT GUARANTEE

NOT APPLICABLE

Annexure E - Approved Financial Institution as at 13 August 2025

1. National Banks

ABSA Bank Limited

Firststrand Bank Limited

Investec Bank Limited

Nedbank Limited Standard Bank of South Africa Limited

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

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

Old Mutual Alternative Risk Transfer Insure Limited (OMART Insure) (previously Mutual and Federal)

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****1. TENDER CONDITIONS**

- 1.1 The Contract Price Adjustment (CPA) mechanism and/or provisions relating to Rate of Exchange (RoE) Variation, contained in this schedule is compulsory and binding on all Tenderers/Suppliers and this schedule (the parts relevant to the particular tender) must be completed by all Tenderers / Suppliers.
- 1.2 Tenderers/Suppliers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule.
- 1.3 Tenderers are not permitted to offer fixed and firm prices except as provided for in the Price Schedule.

2. CPA PROVISIONS SELECTION

- 2.1 The prices stipulated on the Price Schedule are subject to adjustment as set out below.
- 2.2 Tenderer to indicate the specific CPA and/or RoE provisions applicable to their bid by marking the relevant checkboxes below. Tenderers to note that the CPA and/or RoE provisions are not exclusive and multiple CPA Types can exist if the bid contains both local and foreign exchange based pricing. In such cases the CPA and/or ROE provision applies only to that particular portion of the tendered price.
- 2.3 The CPA and/or RoE provisions applicable to this tender and resulting contract are to be indicated below by checking the relevant boxes (with multiple selections only where indicated permissible):

	<u>Indicate option</u>	<u>CPA Type</u>	<u>Period</u>	<u>Refer to Section</u>
A	<u>N/A</u>	FIRM PRICES as per Pricing Schedule	Annual	<i>Pricing Schedule C.4 and Schedule F.1 (A)</i>
<u>LOCAL (RSA) TENDER CONTENT:</u>				
B	<u>N/A</u>	EITHER SEIFSA Index based CPA	Monthly /Quarterly	<i>Schedule F.1 (B)</i>
C	<u>N/A</u>	OR Pricelist / Quotation Based CPA	Ad-Hoc	<i>Schedule F.1 (C)</i>
D	<u>X</u>	OR STATS SA CPI Index Based CPA	Annually	<i>Schedule F.1 (D)</i>
E	<u>N/A</u>	OR/AND Sectorial Determination 1:Contract Cleaning Sector	Annually	<i>Schedule F.1 (E)</i>
E	<u>X</u>	OR Sectorial Determination 6: Private Security Sector	Annually	<i>Schedule F.1 (E)</i>

IMPORTED GOODS AND / OR COMPONENTS (IF APPLICABLE)

F

N/A

ROE based CPA
AND (IF REQUIRED), EITHER

Ad-Hoc

TENDER NO: 242S/2025/26

Service P: 147

G	<u>N/A</u>	Pricelist / Quotation based CPA	Ad-Hoc / Periodic	Schedule F.1 (G)
OR				
H	<u>N/A</u>	Overseas CPI / PPI index based CPA	Ad-Hoc / Periodic	Schedule F.1 (H)

- 2.4 CPA and/or RoE provisions marked as **not applicable** is not relevant and will not apply to this tender and resulting contract.

3. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

- 3.1 Any claim for variation in the contract price (either CPA or RoE adjustments) must be submitted in writing:

- i. By letter to: Director (**Etienne Hugo**), City of Cape Town,
P O Box 655, Cape Town, 8000 or
- ii. By email to: **[asavela.jack@capetown.gov.za]**

at least 14 days prior to the month upon which the adjustment would become effective in the case of prices being set in advance, and as soon as relevant indices are available and no later than 60 days after the date of delivery of goods or the completion of the project (i.e. date of issue of the Taking-Over Certificate, if applicable) in the case of adjustments being claimed retrospectively for Goods or Services. The latter case is only applicable where specifically provided for in the CPA provisions.

- 3.2 When submitting a request for CPA and/or RoE adjustment the Supplier shall indicate the Rand Value claimed for each item listed on C.4 - Price Schedule, clearly indicating the item number as per C.4 - Price Schedule. Percentage increases will not be considered. A mere notification of a request for CPA without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid request.
- 3.3 The CCT reserves the right to request the Supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for CPA or RoE adjustments. Price adjustments will not be processed until such time as the Supplier submits such auditor's certificates or other documentary proof to the CCT. Should the Supplier fail to submit the auditor's certificates or other documentary proof to the CCT within 30 days from the written request, it shall be presumed that the Supplier has abandoned his request.
- 3.4 The CCT reserves the right to withhold payment of any claim for adjustment while only provisional figures are available and until such time as the final (revised) figures are issued by the relevant authority.
- 3.5 The CCT will confirm in writing once processing of the CPA or RoE adjustments have been completed including the effective date of the adjustments.
- 3.6 Where pricelist-based and other non-index based CPA requests are investigated and found to be not reasonable and market related, the CCT reserves the right to reject such requests. Where disputes arise with respect to such rejected requests the CCT reserves the right to procure the Goods from other available Suppliers until such time as the dispute is resolved.
- 3.7 Unless indicated otherwise in the relevant schedule below, all Purchase Orders issued on or after the effective date of the adjustment shall be issued at, and the Goods or Services supplied, invoiced and paid for at the adjusted prices. The relevant adjustment will not be applied to Purchase Orders issued prior to the effective date.

F.1 (A) – FIRM PRICES

NOT APPLICABLE

F.1 (B) LOCAL SOUTH AFRICAN CONTENT – SEIFSA INDICES

NOT APPLICABLE

**F.1 (C) LOCAL SOUTH AFRICAN CONTENT - SUPPLIER/ MANUFACTURER PRICE
LIST/QUOTATIONS**

NOT APPLICABLE

F.1 (D) LOCAL SOUTH AFRICAN CONTENT - STATS SA CONSUMER PRICE INDEX

1. Applicable where the Tenderer/Suppliers has indicated their tendered prices are subject to adjustment based on changes in the Statistics South Africa (STATS SA) Consumer Price Indices.
2. A minimum of 10% of the tender/current price as per C.4 Pricing Schedule shall be fixed and free of variation for the duration of the contract.
3. A total of 90% of the tender/current price as per C.4 Pricing Schedule shall be adjusted annually in accordance with clause 5 below.
4. The Contract Price(s) shall remain FIRM for the first 12 calendar months from date of Commencement Date of Contract and Suppliers are not permitted to requests CPA during this period.
5. The Contract Price(s) will thereafter be subject to adjustment annually based on the average percentage of change over 12 months as published by STATS SA: Consumer Price Index (P0141– Table B2 – CPI headline year-on-year rates) as follows:
 - 5.1 CPA applicable from the start of the 13th month to the end of the 24th month calculated as follows:
 - a) The base month for the price adjustment being three (3) calendar months prior to Commencement Date of Contract; and
 - b) The end month shall be three (3) calendar months prior to the 12th month.
 - 5.2 CPA applicable from the start of the 25th month to end of the 36th month calculated as follows:
 - a) The base month for the price adjustment shall be three (3) calendar months prior to the 13th month; and
 - b) The end month shall be three (3) calendar months prior to 24th month.
 - 5.3 The average CPI percentage will be calculated using the base month to the end month (both included) divided by the number of months. (12 months totalled/12 to achieve the average CPI)
6. Subject to prior approval by the CCT delegated authority, in the event of any extension of the contract period, the CPA applicable beyond month 36th of the contract will follow the same principle in determining the base month (i.e. 3 calendar months prior to 25th month) and end date (3 calendar months prior to 36th month) as outlined above.

F.1. (E) LOCAL SOUTH AFRICAN CONTENT – SECTORIAL DETERMINATION

1. *Applicable where the Tenderer/Suppliers has indicated their tendered prices are subject to adjustment based on changes in the Sectorial Determination for Private Security Sector.*
2. *The labour variation shall be based on the annual increase from the Department of Labour Private Security Sector Determination.*
3. *The contract price per item which is subject to the Sectorial determination, shall be adjusted annually, and the adjusted contract price shall be applicable for purchase orders issue during the following full calendar month.*
4. *The base month for CPA calculations shall be the calendar month of the closing date for tenders, and the Sectorial Determination valid at closing date of tender shall be used.*
5. *Adjusted month for CPA calculations of the contract prices per item in C.4 - Price Schedule shall be calculated based upon the annual Sectorial Determination published by the Department of Labour.*

F.1. (F) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA RATE OF EXCHANGE PRICE VARIATIONS

NOT APPLICABLE

F.1. (G) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA - MANUFACTURER/SUPPLIER PRICE/QUOTATION LIST

NOT APPLICABLE

F.1. (H) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA - BASED ON FOREIGN INDICES

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:
On behalf of the tenderer (duly authorised)

Date

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

90/10

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 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:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 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 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 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 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 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 Organ of State	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 <u>OR</u> Employee Share Scheme	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:

4.5 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]

4.6 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.

<i>Signature of Tenderer</i>	<i>Date</i>	<i>Name and Surname</i>	<i>Address</i>

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)
<u>SG1</u> Promotion of Micro and Small Enterprises	(i) Total Turnover	
<u>SG2</u> Enterprise Supplier Development and Socio Economic Development	(ii) Total Enterprise Supplier Development Expenditure	
	(iii) Total Socio Economic Development Expenditure	
	(iv) Total Expenditure	
<u>SG3.1</u> Skills Development	(v) Total Skills Development Expenditure	
	(vi) Total Profit	
OR <u>SG3.2</u> 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 Profit

Total Profit 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 Profit

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 (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	
(vi) Total Profit	
(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 • Certified and Valid copy of BBBEE Certificate issued by a SANAS Accredited Verification Agent, or • Certified and Valid copy of Sworn Affidavit for either EME or QSE (see key notes below to determine Validity of a Sworn Affidavit); or • Valid copy of BBBEE Certificate issued by CIPC for EME's only KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS Tenderers submitting Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity: (a) Name/s of deponent as they appear in the identity document and the identity number. (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). (c) Name of enterprise as per enterprise registration documents issued by CIPC, where applicable, and enterprise business address. (d) Amounts as per Table 2 must be inserted (No blank spaces to be left). (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). (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). (g) Date deponent signed and date of Commissioner of Oath must be the same. (The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign ad stamp). (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. 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 state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (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 or 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, shareholder²): _____
 - 3.4 Company or Close Corporation Registration Number: _____
 - 3.5 Tax Reference Number: _____
 - 3.6 VAT Registration Number: _____
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars: _____
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars: _____
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars: _____
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other 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

Print name:

Date

On behalf of the tenderer (duly authorised)

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

(a) a member of –

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

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) an executive member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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 Of 2003, and attach it to this schedule.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:
- a) abused the municipality's / municipal entity's supply chain management system or committed any 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? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	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? 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
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **242S/2025/26** and tender description: **CLEANING OF SEWER INFRASTRUCTURE BY MECHANICAL MEANS (CITY-WIDE)** 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 consortium¹ 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:
 On behalf of the tenderer (duly authorised)

 Date

(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

The following information shall be provided with the Tender:

SCHEDULE F.13A - TENDERERS EXPERIENCE

- Proof of completion of relevant projects in the form of certificates of completion / completion letters etc. for relevant projects claimed by the tenderer at time of closing of tender.

SCHEDULE F.13B – KEY STAFF

- Site Manager relevant experience to be completed in the relevant schedule
- Site Supervisor relevant experience to be completed in the relevant schedule
- Senior Machine Operators experience to be completed in the relevant schedule

SCHEDULE F.13C – PLANT AND EQUIPMENT

- Proof of Registration and ownership of all Combination Units in the form of the Motor Vehicle Licence (MVL1) documents and Certificate of Registration (RC1) documents for each Combination Unit.
- When considering leased plant, the tenderer must provide the Letter of Commitment/Intent from the leasing company with the listed Combination Units/Equipment available for rent, including the Motor Vehicle Licence (MVL1) documents and Certificate of Registration (RC1) documents per Combination Unit. The letter of Commitment/Intent must list this specific tender number and the duration of this project explicitly

NB: ALL THE ABOVE INDICATED SCHEDULES MUST BE COMPLETED IN ORDER TO OBTAIN POINTS FOR FUNCTIONALITY

SCHEDULE F.13D - REGION(S) OF PREFERENCE

- The Tenderers are required to indicate the preferred region in the schedule provided

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

Schedule F.13A: Tenderers Experience

The tenderer must insert in the spaces provided below a list of **completed** projects involving primarily the cleaning of sewer or stormwater pipelines and culverts using bucket machines. The projects must have been undertaken in the last ten (10) years. This information shall be considered to be material to the award of the contract and required for the calculation of Clause 2.2.1.1.4 functionality scoring.

Ambiguous, vague or unclear statements made in the tenderer's submission will not be considered.

NO.	DETAILS	
1	Contract No. & Brief Description of Work: _____ _____ Starting Date: _____ End Date: _____ Role: _____ (Principal/Sub-Contractor) Total Value of Contract awarded to you: R _____	Employer / Awarder of Contract: _____ (Company / Institution) Contact Person at Employer: _____ (First Name and Surname) Telephone Number: _____ Email: _____
2	Contract No. & Brief Description of Work: _____ _____ Starting Date: _____ End Date: _____ Role: _____ (Principal/Sub-Contractor) Total Value of Contract awarded to you: R _____	Employer / Awarder of Contract: _____ (Company / Institution) Contact Person at Employer: _____ (First Name and Surname) Telephone Number: _____ Email: _____

3	Contract No. & Brief Description of Work: Starting Date: _____ End Date: _____ Role: _____ (Pincipal/Sub-Contractor) Total Value of Contract awarded to you: R _____	Employer / Awarder of Contract: _____ (Company / Institution) Contact Person at Employer: _____ (First Name and Surname) Telephone Number: _____ Email: _____
4	Contract No. & Brief Description of Work: Starting Date: _____ End Date: _____ Role: _____ (Pincipal/Sub-Contractor) Total Value of Contract awarded to you: R _____	Employer / Awarder of Contract: _____ (Company / Institution) Contact Person at Employer: _____ (First Name and Surname) Telephone Number: _____ Email: _____

5	Contract No. & Brief Description of Work:	Employer / Awarder of Contract:
	_____	_____
	_____	(Company / Institution)
	Starting Date: _____	Contact Person at Employer:
	End Date: _____	_____
	Role: _____ (Principal/Sub-Contractor)	(First Name and Surname)
	Total Value of Contract awarded to you:	Telephone Number:
	R _____	_____
		Email:

If further space is required the details can be completed on a separate sheet using the same format.

Number of sheets appended by the Tenderer to this Schedule (if nil, enter NIL)

Note:

1. Proof of relevant projects completed must be submitted in the form of certificates of completion, completion letters, signed daily work sheets etc. from the relevant Employers to be attached to the tender document. Completion letters required must be the actual works order/ works package executed not the framework contract completion. Failure to submit valid certificates of completion shall result in the project not being considered as part of the evaluation.
2. The onus is on the tenderer to ensure that the contact details provided for the relevant Employers are correct as failure to do so may prejudice the assessment of the tenderer's experience.

.....
Signed on Behalf of Tenderer
(by person authorised to sign on behalf of the Tenderer)

.....
Date

Schedule F.13B: Key Staff

The tenderer must insert in the spaces provided below projects in which the nominated Site Manager has completed work, with the primary activity being the cleaning of sewer or stormwater pipelines and culverts using bucket machines. The Site Manager must be in the permanent employment of the Tenderer. This information shall be considered to be material to the award of the contract and required for the calculation of Clause 2.2.1.1.4 functionality scoring.

<u>SITE MANAGER</u>		FULL NAME: ID NO:			
<u>EMPLOYMENT HISTORY</u> <i>(to be listed in chronological order with reference to relevant experience only)</i>					
Period of Employment (mm/yy to mm/yy)	Name of Employer	Employer's Details (contact number and email address)	Position Held	Project Description (clearly stipulate experience in cleaning of sewer or stormwater pipelines and culverts using bucket machines)	Nature of Work Duties (include your role and plant operated)
Start date: End date:					
Start date: End date:					
Start date: End date:					

Period of Employment (mm/yy to mm/yy)	Name of Employer	Employer's Details (contact number and email address)	Position Held	Project Description (clearly stipulate experience in cleaning of sewer or stormwater pipelines and culverts using bucket machines)	Nature of Work Duties (include your role and plant operated)
Start date:					
End date:					
Start date:					
End date:					
Start date:					
End date:					
TOTAL NO. OF YEARS OF RELEVANT EXPERIENCE					

If further space is required the details can be completed on a separate sheet using the same format.

Number of sheets appended by the Tenderer to this Schedule (if nil, enter NIL)

Signed on Behalf of Tenderer _____

Date :

Schedule F.13B: Key Staff (Cont.)

The tenderer must insert in the spaces provided below projects in which the nominated Site Supervisor has completed work, with the primary activity being the cleaning of sewer or stormwater pipelines and culverts using bucket machines. The Site Supervisor must be in the permanent employment of the Tenderer. This information shall be considered to be material to the award of the contract and required for the calculation of Clause 2.2.1.1.4 functionality scoring.

Supervisory

<u>SITE SUPERVISOR</u>	FULL NAME: ID NO:				
<u>EMPLOYMENT HISTORY</u> <i>(to be listed in chronological order with reference to relevant experience only)</i>					
Period of Employment (mm/yy to mm/yy)	Name of Employer	Employer's Details (contact number and email address)	Position Held	Project Description (clearly stipulate experience in cleaning of sewer or stormwater pipelines and culverts using bucket machines)	Nature of Work Duties (include your role and plant operated)
Start date:					
End date:					
Start date:					
End date:					
Start date:					
End date:					

Period of Employment (mm/yy to mm/yy)	Name of Employer	Employer's Details (contact number and email address)	Position Held	Project Description (clearly stipulate experience in cleaning of sewer or stormwater pipelines and culverts using bucket machines)	Nature of Work Duties (include your role and plant operated)
Start date:					
End date:					
Start date:					
End date:					
Start date:					
End date:					
TOTAL NO. OF YEARS OF RELEVANT EXPERIENCE					

If further space is required the details can be completed on a separate sheet using the same format.

Number of sheets appended by the Tenderer to this Schedule (if nil, enter NIL)

Signed on Behalf of Tenderer_____

Date :

Schedule F.13B: Key Staff (Cont.)

The tenderer must insert in the spaces provided below projects in which the nominated Site Supervisor has completed work, with the primary activity being the cleaning of sewer or stormwater pipelines and culverts using bucket machines. The Site Supervisor must be in the permanent employment of the Tenderer. This information shall be considered to be material to the award of the contract and required for the calculation of Clause 2.2.1.1.4 functionality scoring.

Supervisory

SITE SUPERVISOR No.2 (If tendering for more than one region)		FULL NAME: ID NO.			
<u>EMPLOYMENT HISTORY</u> <i>(to be listed in chronological order with reference to relevant experience only)</i>					
Period of Employment (mm/yy to mm/yy)	Name of Employer	Employer's Details (contact number and email address)	Position Held	Project Description (clearly stipulate experience in cleaning of sewer or stormwater pipelines and culverts using bucket machines)	Nature of Work Duties (include your role and plant operated)
Start date: End date:					
Start date: End date:					
Start date: End date:					

Period of Employment (mm/yy to mm/yy)	Name of Employer	Employer's Details (contact number and email address)	Position Held	Project Description (clearly stipulate experience in cleaning of sewer or stormwater pipelines and culverts using bucket machines)	Nature of Work Duties (include your role and plant operated)
Start date:					
End date:					
Start date:					
End date:					
Start date:					
End date:					
TOTAL NO. OF YEARS OF RELEVANT EXPERIENCE					

If further space is required the details can be completed on a separate sheet using the same format.

Number of sheets appended by the Tenderer to this Schedule (if nil, enter NIL)

Signed on Behalf of Tenderer _____

Date :

Schedule F.13B: Key Staff (Cont.)

SENIOR MACHINE OPERATORS

One Senior Machine Operators is required per bucket machine set. The following minimum criteria is required based on tendering for one/two regions respectively:

- a) One region – A minimum of 5 Senior Machine Operators is required
- b) Two regions - A minimum of 10 Senior Machine Operators is required

NO	Operator's Name	Period of Employment (mm/yy to mm/yy)	Name of Employer & Contact Details (contact number and email address)	Projects completed (clearly stipulate experience in cleaning of sewer or stormwater pipelines and culverts using bucket machines)
1				
2				
3				
4				
5				
6				
7				

NO	Operator's Name	Period of Employment (mm/yy to mm/yy)	Name of Employer & Contact Details (contact number and email address)	Projects completed (clearly stipulate experience in cleaning of sewer or stormwater pipelines and culverts using bucket machines)
8				
9				
10				

Number of sheets appended by the Tenderer to this Annexure.....(if nil, enter NIL)

.....
Signed on Behalf of Tenderer

Date :

Schedule F.13C: Plant and Equipment

The Tenderer must state below what mechanical sewer pipeline cleaning equipment i.e. "Bucket Machines" and associated auxiliary equipment is **available** for the duration of the contract. This information shall be considered to be material to the award of the contract and required for the calculation of the Conditions of Tender: Clause 2.2.1.1.4 Minimum score for functionality. If any hired equipment is utilised, a letter must be provided complying with the requirements set out in Clause 2.2.1.1.4 of the Conditions of Tender. **Sub-contracting will NOT be allowed**

Proof of Vehicle Registration and valid Vehicle Licence for each Bucket Machine must be provided in the form of RC1 & MVL Documents to be listed and attached to Schedule 13.

EQUIPMENT:

No.	Bucket Machines	Make	Year	Power	Registration number
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Auxiliary Equipment

Description (Mechanical Buckets)	Unit	Quantity
Mechanical Bucket 200mm dia	No.	
Mechanical Bucket 250mm dia	No.	
Mechanical Bucket 300mm dia	No.	
Mechanical Bucket 350mm dia	No.	
Mechanical Bucket 375mm dia	No.	
Mechanical Bucket 400mm dia	No.	
Mechanical Bucket 450mm dia	No.	
Mechanical Bucket 500mm dia	No.	
Mechanical Bucket 550mm dia	No.	
Bracing	No.	

Description (Additional items)	Unit	Quantity
Rollers – large	No.	
Rollers – small	No.	
Cables	No.	
Swivels	No.	
Yokes	No.	
Jacks	No.	
Bracing	No.	

Number of sheets appended by the Tenderer to this schedule (if nil, enter NIL)

Signed on Behalf of Tenderer _____

Date : _____

Schedule F.13D: Region(s) of Preference

The Tenderer is referred to the Conditions of Tender Clause 2.1.5.1 and shall:

- a) Indicate his order of preference first (1) to forth (4), by inserting the appropriate number
 Region **1** – South Peninsula,
 Region **2** – Helderberg and Khayelitsha,
 Region **3** – Northern Panorama,
 Region **4** – Mitchells Plain) alongside the preference
- b) If submitting rates for less than four regions, insert such region(s) in order of preference.

Region	Preference
Region 1	
Region 2	
Region 3	
Region 4	

SIGNED ON BEHALF OF TENDERER:

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 UNITEMAIL: 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.

Annexure G - BBBEE Sub-Contract Expenditure Report (Pro Forma)

**TENDER NO. AND
DESCRIPTION:**

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

**Rand Value of the contract (as defined in
Schedule 4: Preference Schedule) (P*)**

R

B-BBEE Status Level of Prime Supplier

<u>Name of Sub-contractor (list all)</u>	<u>B-BBEE Status Level of supplier¹</u>	<u>Total value of Sub- contract (excl. VAT)¹</u>	<u>Value of Sub- contract work to date (excl. VAT)¹</u>	<u>Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier</u>
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
¹ <u>Documentary evidence to be provided</u>			Total:	<u>R</u>
			Expressed as a percentage of P*	<u>%</u>

Signatures

**Declared by
supplier to be true
and correct:**

Date:

**Verified by CCT
Project Manager:**

Date:

WATER AND SANITATION RETICULATION

DAILY ACTIVITY SHEET – CLEANING OF SEWER INFRASTRUCTURE BY MECHANICAL MEANS (CITY-WIDE)

[illegible]

ANNEXURE I - WORKS ACCEPTANCE/REFUSAL FORM

242S/2025/26: CLEANING OF SEWER INFRASTRUCTURE BY MECHANICAL MEANS (CITY-WIDE)

The Purchaser hereby requests..... (Supplier Name) to perform the maintenance works described below in the summary of works which falls within Group No.

Summary of scope of works to be carried out under this order includes the following sandtraps –

-
-
-
-

(To be listed by the Project Manager)

The contract duration shall be.....days/weeks from the contract commencement date.

The Supplier is required to confirm acceptance/refusal of the works by returning this signed form within **three (3) days** (for planned maintenance works) of receipt from the Purchaser.

..... (Supplier Name) hereby accepts the works offer described above for the (routine/emergency) maintenance works in Group No. as the (Winner/Alternative) Supplier.

Accept

☐

Refuse

☐

Tick applicable box

AUTHORISED PERSON

FOR THE SUPPLIER (NAME):

SIGNATURE:

DATE:.....

*Note: If the Supplier refuses the works offer or fails to respond to the works offer within the prescribed time then he will be **excluded** from further participation in the works allocation procedures.*

ANNEXURE J – HEALTH AND SAFETY SPECIFICATIONS AND BASELINE RISK ASSESSMENT

1. INTRODUCTION AND BACKGROUND

1.1 Background to the Health and Safety Specifications (also termed These Specifications)

The Construction Regulations (February 2014) places the onus on the Client prepare health & safety specifications, highlighting all risks not successfully eliminated during design.

1.2 Purpose of the Health and Safety Specifications

The purpose of the H&S specifications document is to assist in achieving compliance with the Occupational Health & Safety Act 85, 1993 (OHS Act) and the promulgated Construction Regulations (February 2014) in order to prevent or as far as possible, reduce incidents and injuries. These specifications should act as the basis for the drafting of the Principal Contractor's and Contractors' construction phase health & safety plans.

The health & safety specifications set out the requirements to be followed by the Principal Contractor and other Contractors so that the health & safety of all persons (including the public) potentially at risk may receive the same priority as other facets of the project e.g. cost, program, environment, quality, etc.

1.3 Implementation of the Health and Safety Specifications (Drafting of Health & Safety Plan)

These health & safety specifications form an integral part of the contract, and the Principal Contractor is required to use it when drawing up its project-specific construction phase health & safety plan. The Principal Contractor must forward a copy of these specifications to all Contractors at their bidding stage so that they can in turn prepare health & safety plans relating to their operations.

1.4 Professional Team

Discipline	Company Name	Name	Email
Project Manager	City of Cape Town	TBC	
Health and Safety	TBC	TBC	
Health and Safety Agent	TBC	TBC	

1.5 Definitions & Abbreviations

Act: means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

AIA: means an Inspection Authority approved by the chief inspector: Provided that an inspection authority approved by the chief inspector with respect to any particular service shall be an Approved Inspection Authority with respect to that service only.

Client: means any person for whom construction work is being performed

Client's Construction Health and Safety Agent:

Competent person: means any person having the knowledge, training, experience, and qualifications specific to the work or task being performed.

Construction work: means any work in connection with -

- the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure.
- the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling.
- the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work.

Contractor: means an employer, as defined in section 1 of the Occupational Health and Safety Act, who performs construction work and includes principal contractors;

Hazard identification: means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of road traffic maintenance being executed or to be executed;

Health and safety file: means a file or other record in permanent form, containing the information required as contemplated in these regulations;

Health and safety plan: means a documented plan, which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

Health and safety specification: means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

HCA: Hazardous Chemical Agents

SDS: Safety Data Sheet

PPE: Personal Protective Equipment

OREP: Occupational Risk Exposure Profile

Medical Certificate of Fitness: means a certificate contemplated in Construction Regulation 7(8);

SWP: Safe Work Procedure

Occupational Health Practitioner means an occupational medicine practitioner or a person who holds a qualification in occupational health recognized as such by the South African Medical and Dental Council as referred to in the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974), or the South African Nursing Council as referred to in the Nursing Act, 1978 (Act No. 50 of 1978);

Occupational Hygiene Survey: means a Survey or Analysis on Hazardous Environmental Exposure e.g. Noise, Lead, Asbestos, Airborne Pollutants, Thermal Stress, Hazardous Chemical Agents, etc. to Persons conducted by an Inspection Authority Approved by the Department of Labour for the Exposure identified, provided that an inspection authority approved by the chief inspector with respect to any particular service shall be an Approved Inspection Authority with respect to that service only

Occupational Hygiene: means the anticipation, recognition, evaluation and control of conditions arising in or from the workplace, which may cause illness or adverse health effects to persons;**Principal contractor:** means an employer, as defined in section 1 of the Occupational Health and Safety Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

Risk assessment: means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

Structure: means any building, steel or reinforced concrete structure

SACPCMP means the South African Council for the Project and Construction Management Professions

Designer: means a competent person who

- prepares a design;
- checks and approves a design;
- arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or
- designs temporary work, including its components;
- an architect or engineer contributing to, or having overall responsibility for a design;
- a building services engineer designing details for fixed plant;
- a surveyor specifying articles or drawing up specifications;
- a contractor carrying out design work as part of a design and building project; or
- an interior designer, shop-fitter or landscape architect;

Disease means a disorder of structure or function in a human, animal, or plant, especially one that produces specific symptoms or that affects a specific location and is not simply a direct result of physical injury.

Construction manager: means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

Construction site: means a workplace where construction work is being performed.

“Transmittable Diseases” means a communicable or infectious disease

“Disaster Management Act” means the Disaster Management Act, 2002 (Act No. 57 of 2002);

“OHSA” means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

“Worker” means any person who works in an employer’s workplace including an employee of the employer or contractor, a self-employed person or volunteer;

“Workplace” means any premises or place where a person performs work.

“Transmission” or “Transmitting” is the passing of a pathogen causing communicable disease from an infected host individual or group to a particular individual or group, regardless of whether the other individual was previously infected.

2. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM ELEMENTS

2.1 Scope of Work

Refer to C.5 Specifications, Item 5.1 for the scope of works and servicing requirements.

2.2 Definitions

The definitions listed in Section 1.5 shall apply.

2.3 Minimum Administrative Requirements

2.3.1 Notification of Intention to Commence Construction Work

The Principal Contractor must notify the Provincial Director of the Department of Labour in writing before construction work commences.

A copy of this notification must be held in the Principal Contractor's health & safety file on site. The email transmission will serve as proof of notification.

2.3.2 Assignment of the Principal Contractor's / Contractors' Responsible Persons to Supervise Health and Safety on Site

The Principal Contractor and all Contractors must make supervisory appointments, as per CR 8, as well as other relevant appointments in writing (as stipulated by the OHS Act and Construction Regulations 2014).

Client will ensure that the Principal Contractor, is appointed in terms of Construction Regulation 5(1)(k), implements, and maintains the agreed and approved OH&S Plan.

The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act, or his delegate in terms of Sect 16(2) of the OHS Act, must ensure that his Employees (as defined in the Act) complies with the Act. Legal Compliance Audits must be used for this purpose.

The Construction Manager, Assistant Construction Manager, Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 8. The contractor must provide proof of OHS training and employees must fully understand their duties and responsibilities outlined by the respective appointments.

2.3.3 Competence of the Principal Contractor's / Contractors' Appointed Competent Persons

The Principal Contractor's and all Contractors' competent persons for the various risk management portfolios must fulfill the criteria as stipulated under the definition of 'Competent' in accordance with the Construction Regulations (February 2014). Construction Health and Safety Officer (CHSO)

The PC shall employ at least one Part-Time and competent, CHSO for the duration of the contract that is registered with the SACPCMP. The CHSO's CV and SACPCMP registration certificate is to be submitted for approval by the H&S Agent or the Client.

The PC is to ensure adequate resources are provided in order to undertake all responsibilities (i.e. mobile phone, computer and internet access, etc.

This person may not hold any other position on the site staff. The site supervisor may not act as the CHSO. The CHSO appointed for the project will be held responsible for all H&S on the project.

Senior site staff and supervision, Contractors are to follow systems, instructions etc. given by the CHSO at all times;

No new workers or Contractors may commence work without approval of H&S plan as submitted.

No inductions of any Contractors' staff until the H&S documentation is approved by the CHSO, and The CHSO may not be removed or replaced without the approval of the H&S Agent, nor may the site be left unattended without adequate, competent Supervision.

The appointed CHSO to forward a corrective action report within 3 working days after the OHS Audit.

The appointed CHSO shall attend at least one Audit per month.

The appointed CHSO shall forward a Corrective & Preventative Action Report following work stoppage/ issuing of a non-compliance Report as soon as possible, but not later than 3 working days from the non-compliance / work stoppage report.

The CHSO will be responsible for collating the H&S documentation at the close out of the project in electronic format, properly labeled and filed.

Failure to do so will be considered a serious offence and penalties applied. Failure could also result in retentions or project certification not being issued to the PC.

The contractor shall note that the list below it is a generic list only and is intended for use as a guideline to ensure all legal appointments is done as required:

An Organogram with all appointed persons names, surnames and telephone numbers is to be included in the Health and Safety plan.

Appointment	Ref. Section/Regulation in OHS Act
Construction Manager	Construction Regulation 8(1)
Construction Manager (Alternate)	Construction Regulation 8(1)
Assistant Construction Manager	Construction Regulation 8(2)
Construction Supervisors	Construction Regulation 8(7)
Assistant Construction Supervisors	Construction Regulation 8(8)
Construction Vehicle and Mobile Plant Inspector	Construction Regulation 23(1)(k)
Construction Vehicle and Mobile Plant Operator	Construction Regulation 12(1)(d)
Emergency/Fire Coordinator	Construction Regulation 29
First Aider	General Safety Regulation 3(4)
Fire Equipment Inspector	Construction Regulation 29(h)
Hazardous Chemical Agent Supervisor	HCA Regulations
Incident Investigator	General Administrative Regulations 9(2)
Excavation Supervisor	Construction Regulation 13(1)(a)
Ladder Inspector (Designated)	General Safety Regulations 13A
Lifting Machine Operator	Driven Machinery Regulation 18(11)
Lifting Machine and Lifting Tackle Inspectors	Driven Machinery Regulation 18(5)
Construction H&S Officer (Part time)	Construction Regulation 8(5)
<i>In terms of Construction Regulation 8(5) and the project's Risk Profile Evaluation, The Client requires the Principal Contractor to appoint a Part Time CHSO that visits the project at least weekly & working on the project during each visit and provide the required proof of competency. The CHSO must be registered with and provide a registration letter from the SACPCMP in compliance to the requirements of Construction Regulation 8(6).</i>	
Traffic Safety Officer (Part time)	Construction Regulation
<i>The client requires that the principal contractor appoint sufficient competent traffic safety officer/s to ensure that there is always at least one responsible person on site that traffic accommodation measures are being managed and controlled. Such appointments shall be in writing and clearly state the responsibilities and period for which the appointment is made. The principal contractor shall submit the details of each appointee in terms of this clause to the employer's agent prior to the appointment.</i>	
<i>Where the Principal Contractor employs more than 20 persons (including the employees of sub-contractors) he shall appoint one OH&S Representative for every 50 employees or part thereof. OHS Act Sec. 17(2) and GAR 6, requires that the appointment OR election and subsequent designation of OH&S Representatives is executed in consultation with Employee Representatives or Employees. OH&S Representatives to be designated in writing and designation must include the area of responsibility of the appointee and term of the designation. Duties and functions of the OH&S Representatives shall be as contained in Section 18 of the OHS Act.</i>	
Stacking and Storage Supervisor	Construction Regulation 28(a)

2.3.4 Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The Principal Contractor must have in its possession a letter of good standing from its Compensation assessor as proof of registration. Contractors must also hold proof of the workman's compensation assurance registration in the form of a letter of good standing and forward a copy to the Principal Contractor before they begin work on site.

2.3.5 Preliminary Hazard Identification and Risk Assessments and Progress Hazard Identification and Risk Assessments

The Principal Contractor must cause a hazard identification to be performed by a competent person before commencement of road traffic maintenance. The assessed risks, together with written safe work procedures for the 'high-risk' rated activities, must form part of the construction phase health and safety plan submitted for approval by the Client. The risk assessments must include:

- a) A list of hazards identified as well as potentially hazardous tasks;
- b) Documented risk assessments based on the list of hazards, method statements and tasks;
- c) A set of safe work procedures aimed to eliminate, reduce and/or control the risks assessed;
- d) A monitoring and review procedure of the risk assessments as they change.

The Principal Contractor must ensure that all Contractors inform, instruct, and train their workers regarding any hazards, associated risks, and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.

This training should be carried out in the form of toolbox health & safety talks. Contractors must conduct their own toolbox talks and submit proof of these talks in the form of attendance registers to the Principal Contractor at least every two weeks. Every worker on site must undergo such a toolbox safety talk at least once a week with the attendance registers kept in the Principal Contractor's safety file.

2.3.6 General Record Keeping

The Principal Contractor and all Contractors must keep and maintain Health and Safety records to demonstrate compliance with these Specification, with the OHS Act 85/1993, and with the Construction Regulations (February 2014). The Principal Contractor must also ensure that all records of incidents/injuries, emergency procedures, training, planned maintenance inspections, monthly contractor audits, etc. are **kept in the health & safety file(s) held in the site office.**

The Principal Contractor must ensure that every Contractor keeps its own health & safety file, maintains the file, and makes it available on request (the file must include the Contractor's health & safety plan). Such Contractor safety files must be audited by the Principal Contractor on a monthly basis with audit reports kept.

The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. The H&S file is required to be laid out in a logical manner, and documentation filed within the file is to be easily accessible. **NB: Health & Safety File index to be included in HSE Plan**

The following completed information shall be included (but not be limited to) as part of the index **(Does not have to be in the specific sequence):**

OHS MANAGEMENT SYSTEM INDEX

1. Site Visitor Register
2. First aid treatment / Accident Forms
3. Emergency Numbers & Procedures (All Emergencies)
4. Hazardous Chemical Agents
5. Inspection Registers
6. OHS & Induction & Weekly Toolbox Talks
7. Safe Work Procedures & Risk Assessments
8. Client Provided OHS Requirements & Approval Documents
9. Plan Job Observations / DSTI's
10. Legal Appointments
11. OHS Management Plan
12. Transmittable Diseases Management Plan
13. Traffic Management Plan
14. OHS & Transmittable Diseases Policies
15. OHS Inspection and Audit Reports
16. Sub-Contractors
17. Health & Safe Rules
18. Id's & Medicals
19. Applicable OHS Legislations
20. Notification of Construction

2.3.7 Injury / Incident Reporting and Investigation

Injuries are to be categorised into first aid; medical; disabling (lost day); and reportable. When reporting injuries to the Client, these categories must be used. **The Principal Contractor must investigate all injuries, with an annexure 1 report being completed for each injury. All Contractors must report on the 4 categories of injuries to the Principal Contractor at least monthly.** Contractors must investigate injuries and incidents involving their employees and forward a copy of the annexure 1 investigation report to the Principal Contractor forthwith. The Principal Contractor must report all injuries to the Client in the form of an injury report (spreadsheet), at least monthly.

All incidents reportable in terms of the provisions of Section 24 of the OHS Act, 1993 must be reported to the local Dept. of Labour in the prescribed manner. The client needs to receive confirmation that this was done.

2.3.8 Consolidation of Health & Safety Documentation

It is the duty of the Principal Contractor to ensure that all documentation that was required to be kept or generated during the construction process, be consolidated into one set of documents that must be handed over to the Client upon completion of the road traffic maintenance.

This should include instructions from the design team that will be required for the continued safe operation and maintenance of the new structure.

2.4 Principal Contractors, Contractors, and Sub-contractors

2.4.1 Principal Contractor's and Contractors' Requirements

The Principal Contractor must ensure that all Contractors appointed by them comply with these Specifications as well as the OHS Act, Construction Regulations (February 2014), and other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors as 'Sub-contractors', shall mutatis mutandis ensure compliance as if it was the Principal Contractor.

The Principal Contractor may only allow a Contractor to begin work on site after approving the Contractor's health & safety plan. The Principal Contractor must audit each of its contractors on a monthly basis, with audit reports filed in the health & safety file on site. The audit should include an administrative assessment as well as a physical inspection of the contractor's site activities.

The Principal Contractor must stop any Contractor from carrying out road traffic maintenance that is not in accordance with the Principal Contractor's and/or Contractor's health & safety plan or if there is an immediate threat to the health and safety of persons.

- The Principal Contractor shall take all reasonable steps necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations;
- The Principal Contractor shall take all reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the Principal Contractor and contractors, but at least once every month;
- The Principal Contractor must ensure that where changes are brought about to the design and construction, that sufficient health and safety information and appropriate resources are made available to contractors so as to allow them to execute the work safely
- The Principal Contractor must ensure that every contractor is registered and in good standing with a recognised compensation fund or with a licensed compensation insurer prior to work commencing on site;
- The Principal Contractor must ensure that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process;
- The Principal Contractor shall discuss and negotiate with the contractor the contents of the health and safety plan and shall finally approve that plan for implementation.
- The Principal Contractor shall hand over a consolidated health and safety file to the client upon completion of the road traffic maintenance and shall include a record of all drawings, designs, materials used and other similar information concerning the completed structure.
- The Principal Contractor may only appoint a contractor to perform road traffic maintenance unless the Principal Contractor is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the road traffic maintenance safely.

2.5 Client identified Hazards and Potentially Hazardous Situations

2.5.1 Client identified Hazards.

Please refer to Annexure D for the Client's Baseline Risk Assessment.

2.5.2 Unforeseeable Hazards

The Principal Contractor must immediately notify other Contractors as well as the Client, in writing, of any hazardous or potentially hazardous situations that may arise during the performance of construction activities so that the necessary precautions may be taken.

2.5.3 Visibility Hazards

The Principal Contractor shall ensure that all the following requirements are adhered to when working in low or minor visibility – Mist and rain can influence employee visibility and make it difficult for motor vehicle drivers to see them.

- Employees to wear reflective vests.
- Reflective cones to be used to separate traffic from employees.
- Employees to be trained to be aware of traffic.
- Flag person to control traffic when employees are working close to the road.
- Employees to all have valid Annexure 3 Medicals – To be done by an Occupational Health Practitioner.
- Construction vehicles to have amber lights and the required signage to indicate to public road works ahead and to ensure the vehicles are visible.
- Prevent entering the street when visibility is low due to drivers not seeing employees working in the road due to lack of visibility.

2.6 Site Operational Requirements

2.6.1 Health and Safety Representative(s)

The Principal Contractor and all Contractors must ensure that Health and Safety Representative(s) are appointed under consultation with the employees and trained/informed to carry out their functions. The appointments must be in writing. The Health and Safety Representatives could carry out monthly inspections, keep records and report all findings to the Responsible Person or safety officer forthwith and at monthly health & safety meetings. At least one Health & safety representative is required by all Employers. (Appoint one for the first 20 employees and an additional one for each group of up to 50 employees on site).

2.6.2 Health and Safety Training

2.6.2.1 Induction

The Principal Contractor must ensure that all site personnel undergo a site-specific health & safety induction training session before any worker starts work. A record of attendance shall be kept in the health & safety file. **The Principal Contractor will be required to induct all contractors' employees.**

2.6.2.2 Awareness

The Principal Contractor must ensure that, on site, periodic toolbox health & safety talks take place at least once a week. These talks should deal with risks relevant to the road traffic maintenance at hand. Records of attendance must be kept in the health & safety file.

2.6.3 Health and Safety Audits, Monitoring and Reporting

The Principal Contractor is obligated to conduct monthly audits on all Contractors appointed by it and keep audit reports in its health & safety file. Contractors have to audit their sub-contractors and keep records of these audits in their health and safety files, made available on request.

The Client/Agent will conduct two monthly site visits. One inspection and one audit on the Principal Contractor's safety management plan every month.

2.6.4 Emergency Procedures

The Principal Contractor must prepare a detailed Emergency Procedure/Evacuation Plan prior to commencement on site. The procedure/plan must take into consideration the risks and potential incidents posed by work to be carried out on this project. The P/Contractor must take into account any emergency contingency requirements as set out in 280-SW-149S-Mechanical-Cleaning-Sewer- Infrastructure evacuation plan.

The Procedure must detail the response plan including the following key elements:

- List of key competent personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the specific types of emergencies i.e. fire, possible structural collapse, chemical spill, etc;

Emergency procedure(s) shall include, but shall not be limited to:

- Employees suffering from dehydration, sun stroke or exposure
- Criminal and hostage situations
- Dealing with accidents involving third party vehicles or individuals
- Dealing with spillages or petrochemical, toxic or hazardous materials
- Employees bitten or stung by snakes, spiders, scorpions, insects or animals
- Performing necessary operations under poor visibility conditions
- Employees involved in accidents or incidents requiring medical attention
- Performing necessary operations during fires
- Protest Actions and/or Political/Community unrest

The Principal Contractor must advise the Client in writing forthwith, of any emergency situations, together with a record of action taken/action to be taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and posted up on site.

2.6.5 First Aid Boxes and First Aid Equipment

The Principal Contractor must appoint at least one First Aider who must be certificated. Copies of valid certificates are to be kept on site. **The Principal Contractor must provide at least 1 (one) first aid box, adequately always stocked.** All Contractors with more than 5 employees shall supply their own first aid box. Contractors with more than 10 employees must have their own trained, certified first aider on site at all times.

2.6.6 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor and Contractors must ensure that all site workers are issued with and wear the appropriate PPE as indicated in their risk assessments. The Principal Contractor and Contractors must make provision and keep adequate quantities of SABS approved PPE on site at all times according to their risk assessments. The P/Contractor must supply visitor reflective vest to be held in the site office. The above procedure applies to Contractors and their Sub-contractors, as they are all Employers in their own right and must therefore supply their own PPE.

- Reflective vest to be worn by all people on site without exception.
- Steel to cap shoes to be worn by all employees on site.

Every Contractor is responsible for supplying the necessary PPE to its own employees. **Labour Only Contractors appointed by the Principal Contractor become the responsibility of the Principal Contractor unless otherwise instructed.**

2.6.7 Occupational Health and Safety (OHS) Signage

The Principal Contractor must provide adequate on-site OHS signage. Including but not limited to: 'no unauthorized entry', 'report to site office', direction to site office, 'beware of overhead work', 'hard hat area' – to be posted up at all site entrances.

Certain signs may also be required to be posted up on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas / operations such as **exposed edges and openings and trenches/excavations** where persons are at work.
All signage is to be in accordance with the Traffic Management Plan.

Health & safety signage must be well maintained including Daily inspections, cleaning, replacement, and repair.

2.6.8 Public and Site Visitor Health & Safety

All site personnel must be inducted into the site safety procedures on the day they begin work on site. This includes all sub-contractors. This is the duty of the Principal Contractor.

The road surface of all public and private roadways and pavements/pedestrian walkways must remain in a reasonably clean state, free of excessive sand, stone, water or other construction road resurfacing related materials that may negatively impact such surface.

The principal contractor to take all necessary steps to ensure no entry is possible outside of working hours as well. Therefor make the necessary security arrangements.

The principal contractor shall develop and implement a Method Statement on how the site will be effectively secured from entry by any person from the public & especially, specifically children. Orange Netting to be used as a minimum where there are exposed materials.

The contractor is to also synchronize lunch times when working Infront of the entrances/driveways of the residents and school entrances. The Principal Contractor to also have additional flag personnel available. The Client will approve these methods. The Method Statement can form part of the Principal Contractors H&S Plan.

2.6.9 Medical Certificates

All employees to have valid medical certificate of fitness specific to the road traffic maintenance to be performed and issued by an occupational health practitioner in the form of Annexure 3.

2.6.10 Water Environments

The Contractor is to provide a method statement on preventative measures which will be taken like watch persons, Life jackets etc to prevent people from drowning.

The Contractor must ensure that where work is done close to water that provisions are made for:

- Preventing persons from falling into water and the rescuing of persons in danger of drowning.
- The evaluation of a person's competency of swimming.
- A life Jacket to be worn.

- A method statement is to be included in the HSE plan, how the Contractor intends to work in the water environments.

Glyphosate not to be used in aquatic environments, unless Polyoxymethylene tallow amine (POEA) free adjuvants are incorporated.

2.7 Physical Requirements

2.7.1 Deliveries, Waste Removal, Stacking/Storage of Materials

The Principal Contractor and other relevant contractors must ensure that there is a designated stacking supervisor and all materials, and all equipment is stacked and stored safely, on level, compact ground, out of access ways and no more than three times the minimum base width in height. No construction materials or equipment may be stacked or stored in public areas unless authorised by the client and fenced off as per the client's requirements. Waste materials must be kept within designated construction zones. The Principal Contractor will be responsible for co-ordinating and managing this function.

No waste to be dumped on any open fields.

2.7.2 Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor and relevant Contractors shall provide adequate, regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required. A minimum of **one 9kg dry chemical powder fire extinguishers must be available in and around the site office establishment and stores.** Wherever 'hot work' is taking place, additional fire extinguishers must be on hand. Contractors are responsible for ensuring compliance with hot work procedures and must be in possession of method statements detailing the safe working procedures.

The user Client also has many serviced fire extinguishers on site, that could aid with a fire emergency.

2.7.3 Fall Protection / Working in elevated positions.

Working at heights includes any work that takes place in an elevated position. The Principal Contractor must submit a risk-specific fall protection plan in accordance with the Construction Regulations (February 2014) before this work is undertaken.

Working in elevated positions requires the preparation of a fall protection plan. The plan must include all relevant fall related risk assessment and method statements / safe work procedures. **All persons working in elevated positions must be evaluated for physical and psychological fitness. Principal Contractor must show its methodology in this regard.**

All persons working in elevated positions must be informed of the risks and safety measures (in other words all workers must be trained on the fall protection plan, in the form of a toolbox safety talk) and records of this training/information session must be kept on site.

Work from elevated positions may only be conducted as if it were being conducted from a safe ladder.

2.8 Plant, Machinery, and Equipment

2.8.1 Hired Plant and Machinery

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use and complies with the minimum legislated requirements.

- The Principal Contractor will ensure that all relevant operators have undergone pre-medical testing and are certified fit.

- The Principal Contractor shall ensure that all construction plants moving parts are adequately protected.
- Pre-start inspections shall be conducted daily on all motorized equipment; deviations of such inspections shall be recorded.
- A trained and authorized operator, who will be appointed accordingly, shall operate the construction plant identified for use.
- Competency Certification and Medical Certification, for both employed and hired operators will be maintained in the H&S File
- All construction plants shall be operated under the direct supervision of a person competent to identify potential hazards in the work being conducted
- Work involving the use of a construction plant shall be conducted in accordance with an approved Hazard Identification Risk Assessment.
- The Principal Contractor shall ensure all operators are equipped with the necessary PPE.
- Drivers to be vigilant for rainy days and accumulating of mud on the dirt road.
- Competent Flagman to be in front and in the back of the Mobile Plant.

2.8.2 General Machinery

The Principal Contractor and Relevant contractors must ensure compliance with the Driven Machinery Regulations, which include carrying out risk assessments on the machines, inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE and relevant clothing, and training those who use machinery.

2.8.3 Hand Tools

The contractor to ensure all hand tools is in a good working condition and inspected before and after use.

2.8.4 Existing Services

The Principal Contractor shall take into account the following exiting services:

- Existing utility services;
- Existing ground and foundation conditions;
- Traffic accommodation requirements;
- Surrounding land use;
- Anticipated weather conditions;
- Overhead services (Somerset: illegal overhead & underground services) are possible;

Where information on location of services on site is not available, The Principal Contractor site management will satisfy themselves as to services layout and condition by making reasonable enquiries of service providers, obtaining way leaves, consulting relevant information and a competent person surveying the work areas before the work starts. The information obtained from this survey will be included in information kept on site and made available to interested parties to the project.

Services on Site: All existing services should be considered as “live” and treated as such. The Principal Contractor is to ensure that all necessary steps i.e. lock-out/ tag-out protocols, are taken to prevent damages to property or injuries to persons.

a. Existing Services on Project

Eskom

There are definitively overhead power lines present at this location. Clearance checks are to be done prior to commencing work at a specific location. This risk also to be communicated. Construction Vehicles also to take note to drive carefully as this road is in a very poor state currently.

Storm Water Lines

Storm water lines must be treated as live, and clearance checks to be done before commencing works.

2.9 Occupational Health

2.9.1 Industrial Hygiene (exposure to physical and chemical stress factors)

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem, and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and adsorption through the skin of hazardous chemical Agents.

2.9.1.1 Noise induced hearing loss is a highly underrated occupational condition. Occupational noise emitted by construction machinery and power tools must be controlled as far as possible by implementing engineering solutions such as noise dampening, regular maintenance, servicing and inspection, screening off the noise, and reducing the number of persons exposed. Personal protective equipment such as earmuffs and earplugs must also be used in conjunction with engineering controls so as to reduce noise exposure to below-acceptable levels.

2.9.1.2 Ergonomics is the study of how workers relate to their workstations. We advise the Principal Contractor and Contractors to take this into consideration when conducting risk assessments, thereby improving the worker-task relationship, which will in turn improve productivity and reduce chronic conditions such as back strains, joint problems, and mental fatigue, amongst others.

Hand-arm & whole-body vibration is evident in compaction equipment & employees should rotate &/ use kidney belts.

Ergonomic Assessments, Training material and Medical Surveillance programs to be developed as per Ergonomic Regulations.

2.9.2 Hazardous Chemical Agents (HCA)

The Principal Contractor and other relevant contractors must provide the necessary training and information as far as the use, transport, and storage of HCA. **The Principal Contractor must ensure that the use, transport, and storage of HCA are carried out as prescribed in the HCA Regulations.**

The Principal Contractor and contractors must ensure that all hazardous chemical agents on site have Safety Data Sheets (SDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the SDS's and how to treat HCA incidents appropriately. Copies of the SDS's must be kept in the first aid box and in store. All containers must be **clearly labelled**.

The following Hazardous Chemical Agents can be found / but not limited on site.

- All materials contained in pressurized containers.
- Bitumen products
- Cement
- Epoxies
- Lime and other stabilizing agents
- Paints (minor line painting to be done)
- Tar / bitumen products
- Timber preservatives.

Flammable substances must be stored separately, away from other materials, and in a well-ventilated area (appropriate cross-ventilation). A competent person should be appointed to be in control of this portfolio.

Stores must be well-ventilated, preventing the build-up of flammable and toxic gases/vapours. Fuel storage tanks must conform to the general environmental legislation and Environmental Management Plan. The necessary safety signage must be posted up on the tanks – 'no naked flames', 'no smoking'.

One 9kg DCP fire extinguisher must be placed near fuel tanks, but not within 5m of the tanks. These extinguishers are over and above the minimum four (4) required for the offices and stores.

2.9.3 Transport of Workers

The Principal Contractor shall ensure that whilst working on the contract, all employees will be transported in accordance with the requirements set out in the National Road Transport Regulations, 2001, and National Road Traffic Act, 1996.

The requirements shall include but are not limited to the following:

- Personnel shall not be transported on vehicles that are already conveying other goods or tools.
- Tools, materials, and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees.
- Personnel shall not be transported in open vehicles. An adequate canopy or cover shall be provided; vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried.
- No employees shall stand or sit on the edge of the vehicle conveying them.
- Drivers shall be appointed and in possession of a valid public driver's permit.

2.9.4 Traffic Accommodation

- A traffic management plan is to be provided by the principal contractor and agreed to by the employer's agent prior to the commencement of any activity that requires traffic accommodation measures.
- The protection of members of the public as road users, road traffic, and pedestrians must be prioritized.

2.9.5 Welfare Facilities

The Principal Contractor must supply sufficient toilets (1 toilet per 30 workers), clean, lockable changing facilities, and hand washing facilities, soap toilet paper. Waste bins must be strategically placed around site and emptied regularly.

2.9.6 Alcohol and other drugs

No alcohol and/or other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription medication must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her/anyone else's health or safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith.

Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. The Contractor concerned must follow a full disciplinary procedure and a copy of the disciplinary action must be forwarded to the Principal Contractor for its records.

2.9.7 Corrective Action & Contractor Performance Reports

The Principal Contractor is obligated to immediately attend to the OHS audit & site inspection findings & submit a Corrective Action Report within **three** working days following the report.

2.9.8 Smoking on site

Smoking is only allowed in designated smoking areas, free from any combustible material, with an ashtray available. Regular cleaning of smoking area and ashtray.

2.9.9 Transmittable Diseases Requirements

Awareness

- An awareness program must be implemented by the Principal Contractor pertaining to transmittable diseases such as Covid-19.
- The awareness program may include aspects such as displaying posters, washing, and personal hygiene, toolbox Talks, etc.
- A Transmittable Diseases Prevention & Emergency Response Plan must be compiled by the Principal Contractor including the latest applicable Regulations and minimum control measures as per Legislation and all personnel must be informed of the content
- Transmittable Diseases management and control procedures must be discussed with all personnel on project.
- **All personnel on site will have gone through and completed all 3 Hepatitis vaccines for it to be effective.**

2.9.10 Corrective Action, non-conformances & Penalties

The Principal Contractor is obligated to immediately attend to OHS audit & site inspection findings & submit a Corrective Action Report within 3 (three) working day's following the report.

Failure to act on hazards or attend to findings may result in fees imposed on the principal contractor as set out below. All funds will go towards safety on this specific project.

PENALTY DESCRIPTION	PENALTY (ZAR)
Failure to submit safety documentation / rectify non-conformances by the specified deadline & writing of a corrective action report with items addressed or proof that items are being addressed.	R 500 per workday
Failure to conduct regular safety officer inspections as per schedule.	R 1,000 per inspection
Failure to provide adequate personal protective equipment (PPE) to a staff member.	R 250 per worker
Failure to address identified health or safety hazards within a reasonable timeframe.	R 500 per hazard per day
Failure to maintain valid certifications for specialized tasks.	R 2,500 per worker
Failure to maintain a clean and organized construction site.	R 500 per day
Failure to secure and barricade hazardous areas properly.	R500 per violation
Failure to maintain a clean and organized and remove debris and waste materials in a timely manner that is more than 2 weeks on-site &/ greater than 8 cubes of waste.	R 750 per occurrence
Having Subcontractors commence on-site without the necessary OHS approval letter from the Principal Contractor.	R 1000 per occurrence
Repeat Offense Penalties.	R 1000.00 per offence

PRIMARY HEALTH AND SAFETY COMPLIANCE

PROJECT: Mechanical-Cleaning-Sewer-Infrastructure

ANNEXURE A

The Principal Contractor and Contractors must comply with but not be limited to the requirements tabled below: Prove compliance with Annexure 'C' at audits conducted by the CHSM.

The Principal Contractor and Contractors must submit compliance with Annexure 'A' **before any works can start** from receiving this Health & Safety Specification. **Compliance with Annexure 'A' must be maintained and proven to the Safety Manager.**

1. Valid letter of good standing with the compensation commissioner
2. Annexure 2 - Notification to Department of Employment & Labour with proof that it was submitted.
3. Site Specific Health & Safety Plan based on Health & Safety Specification
4. Fall Protection Plan including relevant competencies.
5. Signed Risk Assessment and Method Statement
6. Appointment & Competency for the Risk Assessor, Incident Investigator & H&S Officer (SACPCMP registration certificate to be attached)
7. Appointment & Competency for the Traffic Safety Officer
8. Traffic Management Plan + Signoff by traffic department / Project Manager & sending to the traffic department.
9. Signed 37.2 mandatory agreement between Principal Contractor & Client

GENERAL COMPLIANCE REQUIREMENTS

ANNEXURE B

The Principal Contractor and Contractors must comply with but not be limited to the requirements tabled below: Prove compliance with Annexure 'C' at audits conducted by the Client.

Item	What	When	Output
1.	Construction phase Health & Safety Plan	Monthly review	Principal Contractor to indicate the status the status of Contractors' health & safety plans.
2.	Health & Safety File(s)	Open file when construction begins and maintain throughout.	Have a file on hand at audits. Contractors to report on their file at monthly health & safety audits by the Principal Contractor.
3.	Traffic Management Plan	Weekly	Principal Contractor to indicate the status the status of Contractors' traffic management plans.
4.	Induction training	Every worker before he/she starts work.	Attendance registers to be kept.
5.	Awareness Training (Toolbox Talks)	At least weekly.	Attendance registers to be kept.
6.	Audits on sub-contractors by the P/Contractor	Monthly or as often as required.	Report covering H&S File/Plan WCA status Appointment letters Section 37(2) agreements Risk assessment and method statement Physical site inspection Any other contractor specific requirements
7.	Emergency procedures	Monthly evaluation of procedure	Compile written procedure as well as tel. numbers.
8.	Risk assessments & fall protection plan	Updated and signed off at least monthly.	Documented risk assessments to be available
9.	Method statements i.e. demolition work; roof work; etc.	Drawn up and distributed before workers are exposed to the risks.	Documented set of safe work procedures (method statements) reviewed and signed off.
10.	General Inspections	Daily	Report OHS Act compliance: Portable electrical tools
11.	General Inspections	Weekly	Scaffolding Temporary Electrical Installations
12.	General Inspections	Monthly	Firefighting equipment Ladders
13.	List of contractors	List to be updated weekly	Compile a list of Contractors: Name, supervisor, company tel. numbers and trade.

ANNEXURE C

PROJECT: **Mechanical-Cleaning-Sewer-Infrastructure**

ACKNOWLEDGEMENT OF RECEIPT:

I, _____ representing
_____(Principal Contractor) have
received the Health and Safety Specifications in good order and shall ensure that we comply with all requirements in respect
thereof. This document is legally binding in terms of Regulation 5(1)(k) of the
Construction Regulations (2014).

Signature of Principal Contractor

Date

Signature of Client / Client Agent

Date

BASELINE RISK ASSESSMENT

ANNEXURE D

Item No	Conditions / Activities on site	Hazard / Dangers	Risks to Health or Safety	Control Measures	Risk Rating
1.	Boundary and access control/public liability exposure	- Members of the public entering the site - Members of public getting injured - Civil claims against Principal Contractor	Members can walk under overhead work and falling objects can injure members heads or other body part	- The construction site must be suitably and sufficiently fenced off with orange netting standing 1 meter high in an upright position. - Provide a controlled access point to prevent the unauthorized entry of persons - Appoint additional flag personnel for every vehicle. - Refer to “Public and Site Visitor Health & Safety” in OHS Specification for control measures	High
2.	General arriving & working on site	Overhead electrical services	Electrocution due to contact with overhead electrical services	- Clearance checks to be done daily for overhead services. - No equipment that is able to reach the overhead services to conduct any operation underneath or close to any existing overhead line. - Checks to be included in DSTI's	High
3.	Working in Contaminated Land	- Inhalation of toxic vapors - Contact with toxic solids	Medical cost to inhalation of toxic vapors Employee can become unconscious due to vapors Employee can become ill due to toxic solids Time loss	- Wear personal protective equipment such as proper masks if air supply insufficient or not of sufficient quality - Test oxygen levels to ensure that it is safe for entry - Ensure that emergency procedures in place - Only use trained and competent employees Specific advice to be sought from safety advisor	Low
4.	Crime	- Workers are robbed with weapons - Gang activity	Bodily harm due to being robbed Medical cost due to injury sustained	- Hoarding, signage, and access control for demolition area - Trained first aiders on site - Induction training to be conducted and - High Crime areas will force the use of security guards - Refer to “Crime Statistics” in OHS Specification	High
Item No	Conditions / Activities on site	Hazard / Dangers	Risks to Health or Safety	Control Measures	Risk Rating

5.	Dissatisfied Labourers	• Worker's strike • Threatening of employees	Employees can damage company materials Time loss cost due to employees refusing to work	• Keep workers safe at all times • Ensure sufficient breaks are provided • Principal contractor to be aware of weather conditions that can cause workers to become dissatisfied with the conditions • Refer to "Public and Site Visitor Health & Safety" in	Low
6.	Exposure to Dust	• Breathing in dust can cause long-term health problems	Medical cost to inhalation of exposure to dust for extended periods of time	• Wear respiratory protection • Dampen down and minimize dust where possible Make use of environmentally friendly methods to minimize dust kick-up, use bale straw and spread over the area to prevent wind kick-up	Low
7.	Exposure to Noise	• Noise can damage permanently hearing	Hearing loss due to extended exposure to noise	• Wear hearing protection • Have machinery tested to establish the exposure to noise levels so that proper protection can be issued • Induct employees on hearing loss before they are exposed to high levels of noise • Refer to "Industrial Hygiene (exposure to physical and chemical stress factors) - noise" in OHS Specification for control measures	Low
8.	Exposure to vibrations	• Exposure to whole-body vibration	Causing kidney failure	• Proper PPE must be worn • Employees exposed to vibration must receive induction on using their PPE • Refer to "Industrial Hygiene (exposure to physical and chemical stress factors) - Vibration" in OHS Specification for control measures	Low

Item No	Conditions / Activities on site	Hazard / Dangers	Risks to Health or Safety	Control Measures	Risk Rating
9.	Use and storage of flammable liquids	Uncontrolled & incorrect storage of flammable liquids	Serious injury to employees Burns Property damage Explosions Fire	- Flammable substances to be stored in an appropriate flammable store which is well ventilated and a reasonably fire-resistant container, cage or room and kept locked with proper access control measures in place - Safety Data Sheets to be in safety file - No smoking, and no heat/ignition close to or at sources - Employees to be made aware of dangers - Signage to be brought on to indicate dangers - Refer to "Hazardous Chemical Agents (HCA)" in OHS Specification for control measures	Medium
10.	Littering & Self-made fires	Employees littering on-site & self-made fires	Injuries to workers, pedestrians, residents, road users, damage to property through fire	- No littering on site which could become fire hazard, maintain site in clean condition - No fires to be lit on site. Have a working fire extinguisher at hand at all times - No smoking or naked flame near flammable substances or in unauthorized areas - Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices	Low
11.	Hand tools	- Continues use of hand tools - Hand tools not inspected	Impact with the tool that can cause injury to hand Damaged tool can cause injury to employee's hand	- Ensure: Tool is correct for job - Tool is in good order and suitably sharp Personnel must be competent/instructed in tool usage and tool safely - Lighting is sufficient - Operative is wearing all necessary PPE	Low

Item No	Conditions / Activities on	Hazard / Dangers	Risks to Health or Safety	Control Measures	Risk Rating

	site				
12.	Hazardous Chemical Agents, use and storage	- Injuries to workers through use and exposure to hazardous chemical agents - Hazardous chemical agents not labeled in containers correctly	Ingestion of hazardous chemicals can cause employee to become ill Inhalation of hazardous chemicals can cause employee to become ill	- Use hazardous chemical agents in accordance with safety data sheet, particularly reference protective clothing required (example: gloves, goggles, etc) - Know what First Aid measures are - Have employees' facilities available for washing of hands, etc - Refer to "Hazardous Chemical Agents (HCA)" in OHS Specification for control measures	Medium
13.	Treating catchpits and manholes with anti-cockroach insecticide and disinfection after stormwater maintenance.	- Exposure to hazardous chemical agents (HCA) - Inhalation of toxic vapors. - Contact with contaminated water or hazardous materials. - Environmental contamination from spills - Handling, mixing, and applying insecticides for cockroach treatment. - Fire or explosion risk if chemicals are flammable and not stored/handled correctly.	- Illness or infection from contact with hazardous chemical agents or contaminated water. - Inhalation of toxic vapors, leading to respiratory issues or unconsciousness. - Skin or eye irritation. - Environmental damage. - Exposure to toxic chemicals through skin absorption, inhalation, or accidental ingestion.	- Ensure all personnel applying the insecticide are fully trained and/or qualified to do so. - Refer to the manufacturer's specifications for proper application procedures. - Wear appropriate Personal Protective Equipment (PPE), including gloves, safety glasses, respirators, and any other PPE as specified by the manufacturer's Safety Data Sheet (SDS). - Follow the requirements in the "Hazardous Chemical Agents (HCA)" section of the document. - Ensure proper ventilation of the area. - Have a plan for handling and disposing of any spills or leaks. - Secure the work area to prevent unauthorized access. - Acute effects: headaches, dizziness, skin rashes, burns, or eye irritation. - Strict "No eating, drinking, or smoking" policy when handling chemicals. - Emergency eyewash, shower, and first aid equipment to be readily accessible.	High

Item No	Conditions / Activities on site	Hazard / Dangers	Risks to Health or Safety	Control Measures	Risk Rating
14.	Environmental Risks	• Snakes • Bee's • Dog's • Spiders • Cows • sheep • Goats	• Employee can come in contact with a poisonous snake and can cause bodily harm or even death • Allergic reaction to a bee sting – employee can start to suffocate • Dog could have rabies and transmit to employee • Employee can be struck by cattle/farm animals that can cause bodily harm	• Qualified first aider required for site who can treat snakebite • Snake bite kit to be on hand Check area before working • Find out nearest hospital and get emergency telephone numbers • The principal contractor must ensure that they protect all livestock Proper communication with local farmers / rural areas must be kept • Refer to "Emergency Procedures" in OHS Specification for control measures	Medium
15.	Housekeeping	• Trips and falls • Dust Uncontrolled areas • Stockpiling of materials	• Employee can fall over areas where housekeeping was neglected and could cause injury to the body • Continuous exposure to dust can affect the health of employee • Stockpiling can cause animals (snakes / spiders) to hide inside the stock piles and can cause injury to employee who touch the animals	• Ensure the area below where any elevated work is being performed is free of any rubble, spikes, tools or equipment • Ensure that all areas have been checked by competent persons on a daily basis • Ensure that all site agents have certified their work area as safe by the end of each shift • Ensure stockpiles are kept clean • Stockpiles to be cleaned carefully in case animals are hiding inside the pile • Public Roadways to be kept clean & clear. • Refer to "Public and Site Visitor Health & Safety" in OHS Specification for control measures	Medium
16.	Handling, transporting, and disposing of special waste material from combination units at the Vissershok Management Facility.	• Manual handling injuries from lifting and moving waste containers. • Exposure to hazardous or contaminated materials, including sewage and chemicals. • Traffic-related incidents during transport to the disposal facility. • Environmental contamination from spills or leaks. • Unforeseen conditions at the disposal site.	• Musculoskeletal injuries, such as sprains or strains, from improper lifting. • Illness or infection from contact with biological or chemical contaminants. • Injury or fatality from being struck by a vehicle during transport or at the disposal site. • Environmental damage from spills.	• Ensure all workers involved in waste handling are trained in proper manual handling techniques. • Wear appropriate Personal Protective Equipment (PPE), including gloves, safety glasses, high-visibility vests, and steel-toed boots. • Have a plan for handling and disposing of contaminated waste materials. • Use sealed containers to transport waste to prevent spills and leaks. • Ensure all vehicles used for transport are well-maintained and in good working order. • Implement a traffic management plan for loading and unloading waste. • A manifest for special waste must be in place and completed by the site manager or responsible person.	High

Item No	Conditions / Activities on site	Hazard / Dangers	Risks to Health or Safety	Control Measures	Risk Rating
17.	Loading and offloading of trucks and other materials	• Incorrect method of loading and offloading materials • Materials being offloaded and stacked incorrectly • Moving machinery • Incompetent machine operator	• Injury to hands, legs, and feet due to incorrect loading and offloading of material • Possible fatal injury to employee struck by moving machinery • Material falling off the truck and striking employee causing head injury • Damage to the vehicle or third-party vehicles due to an incompetent driver • Back injury to employee due to excessive weight being loaded and offloaded • Dropping load onto fingers, legs, or feet of employee	• All employees to be inducted regarding the use of PPE and its maintenance • Supervisor to plan procedures • Good housekeeping practices should be implemented • Truck driver to be responsible for his load • Refer to "Plant, Machinery and Equipment" in OHS Specification for control measures	Medium
18.	Manual Handling	• Incorrect manual lifting operations • General items are too heavy for one person • Repetitive manual handling for an extensive period of time	• Muscular skeletal injuries if the load is too heavy or awkward for the employee • General items falling over onto employee causing back injury • General items stacked wrong can tip over falling onto employees causing body injuries • Fall of material being carried causing employees to trip and injuring their back or head	• Personnel should be aware of safe manual handling techniques • Personnel to wear Personal Protective Equipment when carrying items, eg: Steel toe cap shoes and gloves • Ensure good housekeeping against tripping/fall hazards • Operative to get assistance if load too heavy- team lift if necessary • Utilize mechanical lifting and carrying aids where possible • Personnel to ensure access equipment, ladders will take weight of operative, and load being carried • Personnel to ensure item being carried is properly bonded or will not be liable to break apart whilst being manually handled • Refer to "Industrial Hygiene (exposure to physical and chemical stress factors)" in OHS Specification for control measures	Medium
19.	Overhead Services (Working near)	• Exposure to damaged overhead services	• Contact with live services causing employees to be electrocution	• Maintain safe clearance levels • Establish the presence of any services a via walk-through survey of the site and/or means of service drawings	Medium

Item No	Conditions / Activities on site	Hazard / Dangers	Risks to Health or Safety	Control Measures	Risk Rating
				- Wear personal protective clothing - Ensure height of plant/vehicles does not compromise or exceed clearance levels for overhead services - Obtain information on clearance levels from service providers - Refer to "Existing Services" in OHS Specification for control measures	
20.	Root cutting/removal in stormwater pipes and culverts.	- High-pressure water jet causing injury - Cuts and lacerations from cutting equipment. - Damage to pipes or other infrastructure. - Exposure to contaminated water or hazardous materials. - Slips, trips, and falls. - Noise exposure. - Traffic-related incidents. - Possible contact with underground services while removing roots. - Noise and vibration from powered equipment.	- Serious bodily injury, including cuts, lacerations, or puncture wounds from high-pressure water jets or cutting equipment. - Musculoskeletal disorders from manual handling of heavy equipment. - Hearing loss from extended noise exposure. - Illness or infection from contact with hazardous chemical agents or contaminated water. - Injury or fatality from being struck by a vehicle. - Electrocution or service strike injuries if underground utilities are hit. - Hearing loss or hand–arm vibration syndrome with prolonged equipment use.	- Ensure the operator is trained and competent in the use of the root cutting/removal equipment. - Wear appropriate Personal Protective Equipment (PPE), including high-visibility vests, waterproof clothing, steel-toed boots, safety glasses, gloves, and hearing protection. - Inspect all equipment, including hoses and nozzles, daily for any damage. - Establish a safe work area and exclusion zone around the equipment to protect workers and the public. - Implement a traffic management plan with proper signage, cones, and flag persons, especially in major roads where the speed limit exceeds 60 km per hour. - Use safe manual handling techniques. - Have a plan for handling and disposing of waste, including the transportation and disposal of cut material and debris to the Visser'shok Waste Management Facility. - Ensure that the conduits are checked and verified for any obstruction after the work is completed by means of a CCTV and video recording. - Stop work if weather conditions, such as heavy rain, wind, or mist, create a hazard.	High
21.	Underground Services	Underground services	Employee can be exposed to electrical wires underground and can cause shock to employee	- Make all necessary enquiries to establish what services are in the area Consult drawings and advice from service provider (eg: Municipality or ESKOM) when planning work - Assume all service to be live (Unless confirmation is received to confirm that services are isolated or otherwise made safe) - Do not work near live services without authorization from site management - Comply with the requirements of the safe system of work for underground services - Wayleaves to be procured before the commencement of digging into the ground - Refer to "Existing Services" for control measures	Medium

Item No	Conditions / Activities on site	Hazard / Dangers	Risks to Health or Safety	Control Measures	Risk Rating
22.	Plant or Vehicles Operation	• Moving of plant and vehicles • Incompetent operators • Vehicles or plant not inspected	• Workers injured by passing plant or vehicles • Road users and pedestrians at risk from incompetent operator • Vehicles not inspected can cause injury to employees if machinery becomes damaged or uncontrollable	• Implement traffic protection measures • Trained and competent operators must be used Check plant and vehicles on daily basis before use and record inspections Maintain vehicles in safe condition • Medical certificates of fitness required for construction plant • Crossing of road by construction vehicles or machines must be limited to the practical minimum • Plant and vehicles must be fitted with amber rotating beacons and reverse alarms/hooters • Refer to "Plant, Machinery and Equipment & Traffic Management" in OHS Specification for control measures	High
23.	Protection against dehydration / heat exhaustion (this is not a hot area)	• Exposure to the sun for extended periods of time	• Danger to employees fainting at work due to lack of rest and water, • Employee working at height can faint due to dehydration • Employee can get heat stroke due to excessive exposure to the sun	• Each employee performing manual labour in high temperatures exceeding 30 degrees must be declared medically fit before work commences and thereafter yearly by a registered medical practitioner or a registered nurse and be issued with a fitness certificate • Induct employees to take at least 600 milliliters of water every hour and on how to avoid heatstroke provide affected employees with prompt first-aid treatment in the event of heatstroke • Only do light duty work on temperatures above 40 degrees Celsius • Refer to "Weather Statistics" in OHS Specification for control measures	Low
24.	Protection from wet and cold conditions	• Extensive exposure to Cold wind • Extensive Exposure to a period of rain	• Various lung diseases due to exposure to cold conditions • Loss of productivity due to it being too cold to work • Employees can contract hyperthermia if exposed to extreme cold and wet conditions	• Provide waterproof clothing of a type that will effectively protect the wearer against harm Schedule work in such a way that it would not warrant the use of PPE (Waterproof Clothing) • Covered resting area is required to protect employees from exposure to the wet and cold conditions • Principal contractor to keep track of weather conditions so as to not expose workforce to harsh weather conditions	Low

Item No	Conditions / Activities on site	Hazard / Dangers	Risks to Health or Safety	Control Measures	Risk Rating
25.	Site Establishment	Unsafe offloading of tools & equipment	- Employees can be injured when site establishing the site - Materials falling onto employees during offloading	- Competent personnel to be used in offloading personnel - Unauthorized personnel to be kept away from area, use barriers and signage as necessary Unloading and establishment to be under control of competent supervision - All equipment and tools used for unloading and site establishment to be in good condition and maintained - Safe access and egress to be maintained, traffic management to be considered - All electrical equipment to be in safe condition Workers to use safe manual handling techniques when unloading/loading/lifting items	Medium
26.	Public	Members of the public adjacent to works.	Injury to members of the due to impact with construction vehicles	- Stager lunch times with hours that school open & close to correspond. - Have additional flag personnel available at the school entrances. - Complete DSTI's & Communicate this risk to workers. - Refer to "Public and Site Visitor Health & Safety" in OHS Specification for control measures	High
27.	Traffic Management	- Pedestrian and vehicle conflict - Vehicle and equipment movement - Traffic congestion - Work zone intrusion - Adverse weather conditions	- Accidents, injury, and death - Accidents, injury, and death - Delays, increased emissions, and frustration - Accidents, injury, and death - Reduced visibility, slippery surfaces, and hazardous driving conditions - Traffic Congestion	- Clearly defined pedestrian walkways, pedestrian crossing points, proper signage, and traffic control devices - Clearly defined vehicle movement routes, speed limit signs, traffic control devices, and proper training for drivers and operators - Proper traffic management plans, proactive measures such as temporary lane closures and detours, effective signage, and communication with road users - Adequate barriers, advance warning signs, flagging operations, and law enforcement presence. - Monitoring of weather conditions, effective communication with road users, temporary closures, and additional safety measures as necessary - Efficient Traffic Management systems.	High

Item No	Conditions / Activities on site	Hazard / Dangers	Risks to Health or Safety	Control Measures	Risk Rating
28.	Using water tankers for stormwater maintenance, including vehicle operation and water handling.	- Vehicle collisions or run-over incidents with other vehicles, pedestrians, or site personnel. - Spillage or uncontrolled discharge of water causing slippery surfaces. - Overturning or roll-over of tankers on unstable or sloped ground. - Manual handling hazards when connecting hoses or handling tanker fittings. - Noise exposure from vehicle operation and reversing alarms. - Risk of vehicle malfunction (brake failure, steering issues) during operation.	- Serious injury or fatality from vehicle accidents or roll-over events. - Slips, trips, and falls from wet surfaces around tanker discharge points. - Musculoskeletal injuries from lifting or handling hoses and fittings. - Hearing damage from prolonged exposure to engine noise. - Environmental contamination or damage if water is discharged inappropriately.	- Only trained, licensed, and competent drivers to operate water tankers. - Pre-use vehicle inspections: brakes, lights, tires, steering, and water containment. - Traffic management measures on site (cones, signage, spotters) to manage queues and vehicle movements. - Use of designated discharge points and secure hose connections to prevent uncontrolled water release. - Barricade and demarcate areas around water discharge points to prevent slips or pedestrian access. - Wear PPE as required: high-visibility clothing, safety boots, gloves, and hearing protection. - Adhere to safe operating speeds and site-specific traffic rules. - Ensure tanker stability: avoid overfilling, assess ground conditions before parking or manoeuvring. - Emergency procedures and first aid equipment available in case of accidents. - Routine servicing and preventative maintenance of tankers per manufacturer's guidelines.	High
29.	Increased population density	- Overcrowded areas often face challenges related to theft, vandalism, assault, and other forms of criminal activity due to a lack of surveillance and social control. - Rapid spread of contagious diseases.	- Higher crime rates - Spread of diseases	- Community policing and increased surveillance. Improved lighting and security measures. - Enhanced public health measures: Vaccination programs, disease surveillance, and hygiene promotion. - Have Adequate healthcare facilities and resources.	Medium
30.	Small avenues	- Traffic Congestion - Pedestrians Safety Concerns - Limited Emergency access - Difficulty for large Mobile Plants	- Delays on projects - Injuries - Fatalities	- Efficient traffic management systems, including traffic signals and road widening projects. - Promoting alternative transportation modes.	High
31.	Lots of children	- Children are exposed to machinery and mobile plants. - Supervision Challenges	- Children becoming trapped in between mobile plants. - Injuries to children - Crushing - Fatalities to multiple fatalities	- Increased adult-to-child ratio in childcare facilities. - Active supervision and child safety protocols. - Implementing age-appropriate safety measures and education programs.	High

Item No	Conditions / Activities on site	Hazard / Dangers	Risks to Health or Safety	Control Measures	Risk Rating
32.	Unexposed Children – Combined with Large moving Machinery & open manholes.	• Machinery Accidents • Fall and Entrapment • Lack of Awareness	• Children becoming trapped in between mobile plants. • Injuries to children • Crushing • Fatalities to multiple fatalities	• Strict safety protocols for machinery operation, including proper training and certifications. • Physical barriers and signage to prevent unauthorized access. • Secure and cover open manholes and excavations. • Regular inspections and maintenance of infrastructure to prevent hazards. • Educational campaigns and awareness programs about machinery and infrastructure hazards. • Engaging parents, schools, and communities in safety initiatives.	High
33.	Use of Local labour	• Unskilled & Untrained • Lack of nutrition • Increased likelihood of drug & alcohol abuse • Lack of responsibility due to no long-term employment	• Project delays • Fatigue • Weakness • Severe injuries to unskilled and untrained workers. • Intoxication • Financial Instability • Reduced Career Development	• Effective project planning and scheduling specific training. • Have adequate resource allocation and management. • Regular monitoring and evaluation of the project and workers. • Contingency planning to address potential delays. • Emphasizing safety protocols and procedures. • Mandatory use of personal protective equipment (PPE) • Strict substance abuse policies, including random drug and alcohol testing. • Employee education programs on the risks and consequences of substance abuse. • Promoting a culture of responsibility and discouraging substance abuse through awareness campaigns and employee support programs. • Diversifying income sources and exploring additional part-time or freelance opportunities. • Building an emergency fund to provide a safety net for unexpected financial challenges. • Continuous learning and skill development through training programs, workshops, or further education. • Seeking mentorship or guidance from experienced professionals in the field. • Actively networking and engaging in professional communities and industry events. • Exploring lateral job opportunities or secondments within the organization to gain new experiences and skills	High

Item No	Conditions / Activities on site	Hazard / Dangers	Risks to Health or Safety	Control Measures	Risk Rating
34.	Language Barriers & communication challenges	Misunderstanding	- Project delays - Injuries - Performing incorrect tasks	- Use a common language when possible. - Provide multilingual communication resources. - Clarify and confirm understanding through active listening and feedback. - Establish a buddy system or mentoring program for employees with language barriers	High
35.	Illegal and dangerous electrical connections	Live illegal electricity connections	- Electrical shock or electrocution - Fire Hazards - Damage to electrical equipment and infrastructure - Legal and regulatory penalties	- Ensure all electrical work is performed by licensed and qualified professionals. - Conduct regular inspections to identify and address illegal or unsafe electrical connections. - Provide electrical safety training. - Implement lockout/tagout procedures when working on electrical systems. - Encourage reporting of any observed illegal or dangerous electrical connections. - Ensure proper electrical wiring, connections, and grounding. - Regularly inspect electrical equipment and wiring for damage or signs of overheating - Educate employees on fire prevention measures and safe use of electrical devices. - Install and maintain appropriate fire detection and suppression systems. - Enforce strict compliance with electrical codes and regulations. - Regularly maintain and repair electrical equipment and wiring - Use surge protectors and voltage stabilizers to safeguard equipment. - Promote a culture of safety and accountability among employees. - Address any reported concerns or suspicions promptly and thoroughly. - Encourage transparency and open communication regarding electrical safety	High
36.	Exposed sewer	Exposure to harmful pathogens and contaminants	- Contracting hepatitis diseases. - Toxic gases and noxious odours - Environmental contamination	- Ensure workers has been vaccinated with all 3 A & B Hepatitis vaccines. - Provide personal protective equipment (PPE) such as gloves, masks, and protective clothing to workers. - Implement proper hygiene practices, including handwashing facilities and sanitization measures. - Install barriers/ warning signs to prevent unauthorized access to the exposed sewer. - Conduct regular inspections to identify and repair any leaks or damage to the sewer system.	High

Item No	Conditions / Activities on site	Hazard / Dangers	Risks to Health or Safety	Control Measures	Risk Rating
				• Train employees on proper handling and disposal of sewage-related waste. • Follow applicable regulations and guidelines for handling and treating wastewater. • Implement proper ventilation systems to minimize the buildup of toxic gases and odors. • Provide workers with gas detectors and personal monitoring devices. • Establish procedures for confined space entry, if applicable, and follow them strictly. • Conduct thorough risk assessments prior to any work near the exposed sewer to identify and mitigate potential gas hazards. • Implement proper containment and spill response measures to prevent the release of sewage into the environment. • Follow regulations and guidelines for the proper treatment and disposal of sewage waste. • Regularly monitor and test the quality of nearby water sources to detect any signs of contamination. • Implement erosion control measures to prevent soil erosion and the contamination of nearby water bodies. • Develop emergency response plans to address any accidental spills or releases of sewage.	
37.	Responding to emergency callouts within a 4- hour timeframe, which may include clearing blockages or other special tasks.	• Working under time pressure. • Unforeseen conditions at the site, such as hazardous materials or unstable ground. • Traffic-related incidents due to the urgency of the response. • Electrical hazards or other services.	• Injury or fatality from being struck by a vehicle. • Physical or mental stress due to working under time pressure. • Electrocution or other injuries from unexpected hazards on site. • Illness or infection from contact with hazardous materials or contaminated water.	• Provide a 24-hour telephone number for emergency callouts to the relevant CCT district official. • Ensure all workers have received the necessary training for emergency procedures and are aware of the communication protocols. • Ensure a competent person is in charge of managing the emergency callout. • Implement a traffic management plan with proper signage, cones, and flag persons, especially in major roads where the speed limit exceeds 60 km per hour. • Assess the site upon arrival to identify and control any immediate hazards before commencing work. • Ensure all workers wear appropriate Personal Protective Equipment (PPE). • All vehicles and equipment must be well-maintained and in good working order. • Ensure all workers are competent in the use of the equipment and have valid certifications for specialized tasks.	High

Item No	Conditions / Activities on site	Hazard / Dangers	Risks to Health or Safety	Control Measures	Risk Rating
38.	The tendency of lawlessness	• Crime and illegal activities	• Violence. • Social unrest and instability	• Strengthen law enforcement presence and patrols in high-risk areas. • Implement community policing initiatives to foster cooperation and trust between law enforcement and the community. • Enhance surveillance systems, including CCTV cameras and alarm systems, to deter and detect criminal activities. • Encourage community engagement and participation in crime prevention programs. • Establish neighbourhood watch programs to increase vigilance and reporting of suspicious activities. • Promote awareness campaigns to educate the public about the negative consequences of lawlessness. • Conduct regular risk assessments to identify high-risk areas and potential threats. • Enhance security measures in public spaces, including the presence of trained security personnel. • Implement emergency response plans and drills to ensure a swift and coordinated response to any security incidents. • Encourage the public to report suspicious behaviour and provide anonymous reporting channels. Implement conflict resolution programs and mediation services to address disputes and prevent escalation. • Promote inclusivity, tolerance, and dialogue to address social divisions and promote understanding among different groups. • Establish mechanisms for peaceful resolution of conflicts, such as mediation and negotiation. • Encourage civic participation and engagement to address societal issues and promote social cohesion. • Support initiatives that address socioeconomic disparities and promote equal opportunities for all. • Foster an environment of open communication and freedom of expression while respecting the rule of law. • Encourage political and community leaders to lead by example and promote peaceful and lawful behaviour.	High

Item No	Conditions / Activities on site	Hazard / Dangers	Risks to Health or Safety	Control Measures	Risk Rating
39.	Site-specific Physical Hazards	Site-specific Physical Hazards	- Injury (cuts, crushing, falls) to personnel. - Damage to equipment	Conduct a detailed site inspection. Implement site-specific safe work procedures (SWPs) for identified hazards. Provide appropriate personal protective equipment (PPE).	High
40.	Working in natural environments	Specific Environmental Factors	Allergic reactions (pollen, plants), animal bites, exposure to contaminated water.	Identify and mark areas with specific flora/fauna. Provide relevant training and information to all workers. Implement hygiene protocols for working with potentially contaminated water.	High
41.	Potential for contamination	Unique Chemical Exposure	Health complications from exposure to unknown chemicals or hazardous materials in the stormwater system	Pre-task risk assessment (TRA) on any suspected hazardous areas. Use of specific PPE (e.g., respirators, chemical-resistant gloves). Have a spill kit and emergency procedures on hand.	High
42.	Use of heavy machinery	Machinery and Equipment-Specific Risks	Crushing, entanglement, or other injuries from specific machinery used for cleaning.	Implement a pre-use checklist for all machinery. Ensure all operators are certified and trained on the specific equipment. Conduct daily inspections of machinery.	High
43.	Working in or near traffic	Traffic and Pedestrian Management	Collision with vehicles, injury to pedestrians.	Establish a site-specific traffic management plan. Ensure all signage and flagmen are in place. Isolate the work area from public access.	High
44.	Working in Water Environments	- Slipping, falling into water - Strong currents, deep water, unstable ground - Slippery surfaces, algae build-up - Reduced visibility, rising water levels - Biological contamination, chemicals, pollutants	- Drowning, hypothermia, injury from impact - Drowning, entrapment, fatigue, loss of balance - Falls, fractures, sprains, head injuries - Increased chance of slipping, falling, drowning - Skin infections, illness, respiratory issues	- Install barriers where possible; use lifebuoys; ensure staff are trained in water safety; maintain clear walkways; buddy system. - Conduct water-depth and current assessment; use life jackets; use safety harnesses where needed; only competent staff allowed; provide rescue equipment on standby. - Anti-slip footwear; clean surfaces; use temporary walkways; edge protection; maintain 3-point contact. - Stop work during severe weather; monitor water levels; implement emergency evacuation plan. - Use waterproof gloves, waders, and full PPE; avoid direct contact; wash and disinfect after work; conduct water-quality tests.	High

ANNEXURE E – MANDATARY AGREEMENT IN TERMS OF SECTION 37(2)

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
AND
Construction Regulations 2014

Mechanical-Cleaning-Sewer-Infrastructure

AGREEMENT WITH MANDATARY
In terms of Section 37(1) and (2) of the OHS ACT

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN CITY OF CAPE TOWN

Client

AND

(Principal Contractor)

Whereas City of Cape Town has entered into a contract with the Mandatary, in terms of which the Mandatary is to perform certain work and services for and on behalf of City of Cape Town, subject to the terms and conditions as contained in such contract.

And whereas pursuant to the provisions of the applicability of the Occupational Health and Safety Act 85 of 1993, as amended, and regulations thereto, City of Cape Town and the Mandatary have entered into this agreement, the terms and conditions of which are set out hereunder.

1. DEFINITIONS.

Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

- 1.1 Expressions which denote:
 - 1.1.1 Any gender shall include the other gender;
 - 1.1.2 A natural person shall include a juristic person and vice versa;
 - 1.1.3 The singular shall include the plural and vice versa;
- 1.2 "This Agreement" – shall mean this document containing its terms and conditions as applicable to the parties thereto;
- 1.3 "Contractor" – shall mean the party as described in the face document and as defined in section 1 of the Act who performs construction work and includes a principle contractor;
- 1.4 "Employees" – shall mean all employees, servants, contractors, sub-contractors, agents, invitees and the like of the Mandatary; "Designated Person / Construction Supervisor" – shall mean such responsible person as is nominated by the Mandatary,
- 1.5 "Mandatary" – shall mean the Principal contractor.
- 1.6 "OHS Act" – shall mean the Occupational Health and Safety Act 85 of 1993 as amended together with all regulations thereto;
- 1.7 "Premises" – shall mean all such sites where the Mandatary and his employees perform works or render a

service for and on behalf of the Employer/Client;

- 1.8 "H&S Agent"- shall mean the appointee of City of Cape Town namely, Q-Safety represented by Frik Herbst.
- 1.9 "Employer / Client" means City of Cape Town

2. REPORTING

The Mandatary and/or his designated person appointed in terms of Section 16 (2) of the OHS Act shall report to the H&S Agent and/or a representative designated by City of Cape Town prior to commencing the work at the premises.

3. WARRANTY OF COMPLIANCE

- 3.1 In terms of this Agreement the Mandatary Warrants that he has familiarised himself with the working environment and that he agrees to the arrangements, standards and procedures, as prescribed by the Employer/Client, and as provided for in terms of section 37(2) of the OHS- Act, for the purposes of compliance with the OHS-Act.
- 3.2 The Mandatary acknowledges that this agreement constitutes an agreement in terms of section 37(2) of the OHS-Act, whereby all responsibility for health and safety matters relating to the work that the Mandatary and his Employees are to perform on the Premises shall be the obligation of the Mandatary.
- 3.3 The Mandatary further warrants that he and / or his employees undertake to maintain all necessary compliance with the OHS-Act. Without derogating from the generality of the above, nor from the provisions of this agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.
- 3.4 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of his employees whilst they are on the premises.

4. MANDATARY AN EMPLOYER

The Mandatary shall be deemed to be an employer in his own right whilst on the premises. In terms of Section 16 (1) of the OHS-Act, the Mandatary shall accordingly ensure that himself and/or his Designated Person / Construction Supervisor comply with the requirements of the OHS-Act.

5. APPOINTMENTS AND TRAINING

- 5.1 The Mandatary shall appoint competent persons as per Section 16 (2) of the OHS-Act. Any such appointed person shall be trained on any occupational health and safety matter, and the OHS-Act provisions pertinent to the work that is to be performed under their responsibility. Copies of any appointments made by the Mandatary shall immediately be provided to City of Cape Town's Agent
- 5.2 The Mandatary warrants that he has familiarised himself with the hazards associated with the work being carried out on the premises. The Mandatary shall further ensure that his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises. Without derogating from the foregoing, the Mandatary shall ensure that all personnel are properly trained according to job description.
- 5.3 Notwithstanding the provisions of the above, the Mandatary shall ensure that he, his appointed Designated Person, and employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions.

6. SUPERVISION, DISCIPLINE AND REPORTING

- 6.1 The Mandatary shall ensure that all work performed on the premises is conducted under strict competent (Proof available) supervision, and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matter. (Proof of disciplinary action kept available)
- 6.2 The Mandatary shall further ensure that his employees report all unsafe or unhealthy work situations immediately after they become aware of the same.

7. ACCESS TO THE OHS-ACT.

The Mandatary shall ensure that he has an updated copy of the OHS-Act on site at all times, and that this is accessible to his appointed responsible persons and Employees, save that the parties may make arrangements for the Mandatary and his Designated Person / Construction Manager to have access to the Employer's copies of the said Act.

8. CO-OPERATION

- 8.1 The Mandatary and/or its Designated Person / Construction Manager and employees shall provide full co-operation and information if and when City of Cape Town or his representative inquiries into occupational health and safety issues concerning the Mandatary.

9. WORK PROCEDURES AND RISK ASSESSMENTS

- 9.1 The Mandatary shall be obliged to use the risk assessments, procedures, guidelines and other documentation for the purposes of ensuring a healthy and safe working environment.

10. HEALTH AND SAFETY MEETINGS

If required in terms of the OHS-Act, the Mandatary shall establish his own health and safety committee(s), and ensure that his employees, being the committee members, hold health and safety meetings as often as may be required but at least once a month.

11. COMPENSATION REGISTRATION

The Mandatary shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged. The Mandatary shall further ensure that the cover shall remain in force whilst any such Employee is present on the Premises.

12. MEDICAL EXAMINATIONS

The Mandatary shall ensure that all his employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

13. INCIDENT REPORTING AND INVESTIGATION

- 13.1 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour.
- 13.2 All incidents must be reported by the mandatary to City of Cape Town on the same shift as they occurred, and the investigation must be conducted within 48 hours of the incident occurring unless otherwise instructed by City of Cape Town.

14. INTOXICATION NOT ALLOWED

No intoxicating substance of any form shall be allowed on the Premises. Any person suspected of being intoxicated shall not be allowed on the premises, save that any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication. Any person tested and found positive will be removed from work premises immediately.

15. PERSONAL PROTECTIVE EQUIPMENT.

The Mandatary shall ensure that his Designated Person and his employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2(1) of the OHS Act

16. INDEMINITY BY MANDATARY

Notwithstanding the provisions of this agreement, or any other contractual relationship between the City of Cape Town and the Mandatary:

- a. City of Cape Town shall not be responsible for any loss, damage, injury or death, howsoever caused, to the Mandatary or to his employees, and the Mandatary hereby indemnifies City of Cape Town and holds the Client against all and any claims, losses, demands, liability, costs and expenses of whatsoever nature, which the Client may, at any time sustain or incur arising out of the circumstances referred to herein.
- b. The Mandatary hereby assumes liability for any loss or damage which is caused by the Mandatary's negligence, or through the negligence of any of his employees, and the Mandatary hereby indemnifies City of Cape Town for such loss or damage, whether caused by the Mandatary's breach of any of the terms of this agreement, or by delict.
- c. The Mandatary in pursuance of this clause; undertakes to ensure that he carries the appropriate insurance cover, including third party public liability cover, the details of which shall be furnished to City of Cape Town on demand.

17. DURATION OF AGREEMENT

This agreement shall remain in force for the duration of the work to be performed by the Mandatary and/or whilst any of his employees are present on the Premises.

18. HEADINGS

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in themselves, nor any indication as to the meaning of the contents of the paragraphs contained in this agreement.

19. OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

SECTION 37 (1): Whenever an employee does or omits to do any act for which it would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, unless it is proven that:-

1. in doing or omitting to do that act the employee was acting without the connivance or permission of the employer or any such user;
2. it was not under any condition or in any circumstances within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and
3. all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question.

The employer or any such user himself shall be presumed to have done or omitted to do that act and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

(2) The provisions of subsection (1) shall “mutatis mutandis” apply in the case of the Mandatory of any employer or user, except if the parties have agreed in writing to the arrangement and procedures between them to ensure compliance by the Mandatory with the provisions of the Act.

20. QUALITY ASSURANCE

The Mandatory shall provide all assurance and documentation to prove conformance to all applicable specifications, standards, and contract requirements. The Mandatory shall submit records and documentation as per client specifications. (If Applicable)

21. CORRECTIVE ACTION, NON-CONFORMANCES & PENALTIES

The Principal Contractor is obligated to immediately attend to OHS audit & site inspection findings & submit a Corrective Action Report within 3 (three) working day's following the report.

Failure to act on hazards or attend to findings may result in fees imposed on the principal contractor as set out in the health and safety specification. All funds will go towards safety on this specific project.

Annexure K – CoCT ENVIRONMENTAL MANAGEMENT PROGRAMME



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Environmental Management Programme

City of Cape Town

Version: Final

Date: 28/06/2017

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List of Terminology and Definitions

Terminology	Explanation
Activity	Any action needed for the design, construction and completion of a development.
Alien species	- species that is not an indigenous species; or - an indigenous species translocated or intended to be translocated to a place outside its natural distribution range in nature, but not an indigenous species that has extended its natural distribution range by natural means of migration or dispersal without human intervention;
Best practicable environmental option	The option that provides the most benefit or causes the least damage to the environment as a whole, at a cost acceptable to society, in the long term as well as in the short term.
City of Cape Town	The Client / Employer
Communication register	A register aimed at tracking all communication activities within the development.
Competent Authority (as defined in the NEMA (Act 107 of 1998), as amended)	In respect of a listed activity or specified activity, means the organ of state charged by the Act with evaluating the environmental impact of that activity and, where appropriate, with granting or refusing an environmental authorisation in respect of that activity;
Contaminated water	Water contaminated by pollutants from on- or off-site activities; e.g. concrete-laden water and runoff from plant / personnel wash areas. Contaminated water must be treated to ensure that water released into the receiving environment meets minimum standards and guidelines. Treated water should be recycled where possible (e.g. used for dust suppression).
Construction	The building or erection of structures or infrastructure.
Department of Environmental Affairs & Development Planning	Provincial Authority responsible for approval of Impact Assessments and associated EMP's.
Department: Mineral Resources	The authority responsible for mineral and petroleum resource management.
Department of Water and Sanitation	The authority responsible for water management.
Design	Drawing or plan to show layout or plan of the development.
Development (as defined in the NEMA EIA Regulations, 2014, as amended)	The building, erection, construction or establishment of a facility, structure or infrastructure, including associated earthworks or borrow pits, that is necessary for the undertaking of a listed or specified activity, but excludes any modification, alteration or expansion of such a facility, structure or infrastructure, including associated earthworks or borrow pits, and excluding the redevelopment of the same facility in the same location, with the same capacity and footprint.
Emergency situation	A situation posing an immediate risk to health and safety; environment and property.
Environment	The surroundings in which humans exist and which comprise: the land, water and atmosphere of the earth;

	• micro-organisms, plant and animal life; • any part or combination and interrelationships; and • the physical, chemical, aesthetic, historical, cultural and economic properties and conditions of the foregoing that can influence human health and wellbeing.
Environmental aspect	A product's or production process's environmental impact or important issues in the environment that an organisation should take into consideration
Environmental audit	Systematic, documented, regular and objective evaluation to see how well an organisation or facility is operating in terms of the Environmental Management Programme and is complying with statutory requirements and the organisation's Environmental Policy.
Environmental Authorisation	The authorisation by a competent environmental authority for commencement of listed activities in terms of the National Environmental Management Act (Act 107 of 1998).
Environmental Compliance Review	Due diligence review of the environmental authorisation, EMPr and other applicable permits / licenses in relation to evolving engineering design, to determine continued applicability of assessed impacts / permits / licenses; and possible identification of new impacts / permits / licenses.
Environmental impact	Any change to the environment, whether adverse or beneficial, wholly or partially that results from an organisation's environmental aspects.
Environmental Impact Assessment	The process of collecting, organising, analysing, interpreting and communicating information in accordance with the environmental legal requirements set out in the Environmental Impact Assessment Regulations (as amended), promulgated in terms of Chapter 5 of the National Environmental Management Act (Act 107 of 1998), for the purposes of obtaining an Environmental Authorisation in accordance with Chapter 5 of the National Environmental Management Act.
Environmental Management Inspector	A person designated as an environmental management inspector in terms of Section 31B or 31C of the National Environmental Management Act (Act 107 of 1998).
Environmental Management Programme	A tool used to prescribe management mechanisms or methods for the prevention of undue or reasonably avoidable adverse environmental impacts and for the enhancement of the positive environmental benefits of a development.
Environmental objectives	The overall environmental goal arising from the Environmental Policy that an organisation sets itself to achieve, and is quantified where practicable.
Fauna	All living biological creatures, usually capable of motion, including insects and predominantly of protein-based consistency.
Fire danger index	A relative number denoting an evaluation of rate of spread or suppression difficulty for specific combinations of fuel, fuel moisture and wind speed.
Fire hazard	The relative combination of fuel, oxygen and heat that will lead to the start and spread of a potential fire.
Fire Protection Association	An association registered in terms of the National Veld and Forest Fire Act for the purposes of predicting, preventing, managing and extinguishing veld fires.
Flood line	The line or mark to which a flood could rise every 50 (1:50 year

	flood line) or 100 (1:100 year flood line) years.
Flora	All living plants, grasses, shrubs, trees, etc. that are typically incapable of easy natural motion and capable of photosynthesis.
Groundwater	Water that fills the natural openings in below-surface rock or unconsolidated sands.
Hazardous waste	Waste that, because of its chemical reactivity, toxic, explosive, corrosive, radioactive or other characteristics, causes danger or is likely to cause danger to health or the environment.
Heritage resources	Any place or object of cultural, archaeological or paleontological significance in terms of the National Heritage Resources Act, 1999 (Act 25 of 1999).
Induction training	The training provided to new / existing employees to (re)acquaint them with the company structure, their specific job requirements, practical or organisational issues and occupational health, safety and environmental considerations required on the development.
Integrated Environmental Management	- the promotion of the integration of the principles of environmental management as set out in Section 2 of the National Environmental Management Act (Act 107 of 1998) in making decisions that may have a significant effect on the environment; - the identification, prediction and evaluation of the actual and potential impact on the environment, socio-economic conditions and cultural heritage, the risks and consequences and alternatives and options for mitigation of activities, with a view to minimising negative impacts and maximising benefits; - ensuring that the effects of activities on the environment receive adequate consideration before actions are taken in connection with them; - ensuring an adequate and appropriate opportunity for public participation in decisions that may affect the environment; - ensuring the consideration of environmental attributes in management and decision making, which may have a significant effect on the environment; and - identifying and employing the modes of environmental management best suited to ensure that a particular activity is pursued in accordance with the principles of environmental management as set out in Section 2 of the National Environmental Management Act (Act 107 of 1998).
Interested and Affected Parties (I&AP) / Stakeholder	Any person or group of people concerned with or affected by an activity and its consequences. These include the authorities, local communities, investors, work force, customers and consumers, environmental interest groups, and the general public (after the Environmental Impact Assessment Regulations of September 1997 and Guideline Document: Environmental Impact Assessment Regulations of April 1998).
Key Performance Indicator	A quantifiable measure that demonstrates how effectively the Contractor is achieving prescribed outcomes.
Land Use	The arrangements, activities and inputs people undertake in a certain land cover type to produce, change or maintain it. This definition establishes a direct link between the land cover and the actions of people in their environment.

Materials	All kinds of items (other than Plant) intended to form or forming part of the permanent Works and temporary works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.
Mitigate	The implementation of practical measures to reduce any adverse impacts or to enhance the beneficial impacts of an action.
No-go area	An area where construction activities are prohibited.
Non-conformance	Failure to comply with the requirements of <i>inter alia</i> the EMPr and environmental authorisation.
Non-conformance report	A report outlining a deviation from process, procedure or compliance specifications.
Operation	The act of controlling a function / system.
Outcome	Specific result to be achieved within a prescribed timeframe and with available resources.
Planning	Defining the scope of the development.
Plant	The apparatus, machinery and vehicles used during the Permanent Works.
Pollution	Any change in the environment caused by substances or noise, malodours, dust or heat emitted from any activity, including the storage or treatment of waste or substances, construction and the provision of services, where that change has an adverse effect on human health or wellbeing or on the composition, resilience and productivity of natural or managed ecosystems, or on materials useful to people, or will have such an effect in the future.
Potentially hazardous substance	A substance that can have a deleterious effect on the environment. Hazardous chemical substances are defined in the Regulations for Hazardous Chemical Substances, published in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).
Precautionary principle	The basic principle that, when in doubt or when there is insufficient or unreliable information, actions must be undertaken that have minimum risk.
Pre-construction	Activities associated with the period preceding construction.
Programme	A deliverable from the Contractor to the Employers Representative as part of the documents required before commencement of the Works. An initial programme of carrying out the works in order to meet the Due Completion Date.
Quality management system	A set of interrelated or interacting elements that organisations use to direct and control how quality policies are implemented and quality objectives are achieved.
Rehabilitation	Re-establishment or restoration to a healthy sustainable capacity or state.
Resource recovery	Recycling of waste, water or the recovery of energy.
Sensitive receptors	Locations or areas that are likely to experience an impact more than other locations or areas; for example, schools and residential areas.
Site clearance	Clearing and grubbing activities.
Solid waste	All solid waste, including construction debris, chemical waste, excess cement / concrete, wrapping materials, timber, steel, drums, wire, nails, food and domestic waste (e.g. plastic bags and wrappers).
Target	The detailed performance requirement, applicable to the

	organisation or parts thereof, that arises from the environmental outcomes and that needs to be set and met in order to achieve those outcomes.
Waste minimisation	The reduction of the volume of waste during construction by means of different processes or clean technology.
Waste prevention	The prevention and avoidance of the production of a waste.
Wastewater	Water containing cement washings, oil, fuel or other contaminants.
Water resource	Includes a watercourse, surface water, estuary, or aquifer.
Wetland	Land which is transitional between terrestrial and aquatic systems where the water table is usually at or near the surface, or the land is periodically covered with shallow water, and which in normal circumstances supports, or would support, vegetation that is typically adapted to live in saturated soil (as defined in the National Water Act (Act 36 of 1998)).
Works	Means the Permanent Works and the Temporary Works, or either of them as appropriate.

List of Acronyms and Abbreviations

Acronym / Abbreviation	Explanation
CAR	Corrective Action Request
CLO	Community Liaison Officer
DEA&DP	Department of Environmental Affairs and Development Planning
DOL	Department of Labour
DMR	Department: Mineral Resources
DW&S	Department of Water and Sanitation
EAP	Environmental Assessment Practitioner
EIA	Environmental Impact Assessment
ECO	Environmental Control Officer
EMD	Environmental Management Department, City of Cape Town
EO	Environmental Officer
EMPr	Environmental Management Programme
ESMP	Environmental and Social Monitoring Programme
FDI	Fire Danger Index
FPA	Fire Protection Association
GCC	General Conditions of Contract
HDI	Historically disadvantaged individuals
H:WC	Heritage Western Cape
I&AP(s)	Interested and Affected Party(ies)
IMS	Integrated Management System
ISO	International Organisation for Standardisation
MSDS	Material Safety Data Sheet
MPRDA	Mineral and Petroleum Resources Development Act (Act 28 of 2002)
NCR	Non-Conformance Report
NEMA	National Environmental Management Act (Act 107 of 1998)
NHRA	National Heritage Resources Act, 1999 (Act 25 of 1999)
NWA	National Water Act, 1998 (Act 36 of 1998)
PCO	Pest Control Officer
PPE	Personal Protective Equipment
PSEM	Performance Specifications: Environmental Management
PSP	Professional service provider
QA/QC	Quality Assurance and Quality Control
QMS	Quality Management System
RAM	Responsibility assignment matrix

SAHRA	South African Heritage Resource Agency
SANAS	South African National Accreditation System
SAQA	South Africa Qualifications Authority
SEMP	Site Environmental Management Plan

1. Structure and Purpose of the Report

1.1. Background

The City of Cape Town utilises a generic Environmental Management Programme (EMPr) to inform the management and mitigation of potential impacts. The City's last generic EMPr (Version 7:2012) has had to be updated due to changing legislation and approaches to environmental management and monitoring.

The National Environmental Management Act (NEMA) (Act No 107 of 1998) Environmental Impact Assessment (EIA) Regulations, 2014, as amended, prescribes *inter alia* that the EMPr be audited by an independent Environmental Auditor; and that the EMPr contain impact management outcomes.

Consequently, the requirement that an EMPr be developed and enforced for developments within the City of Cape Town is indicative of the City's support for adherence to regulatory requirements and best construction practice, which includes ensuring environmental damage during all phases of a development be minimised. Therefore, in order to best align with the regulatory requirements, the evolving industry, and address concerns raised by environmental practitioners within the local environmental fraternity, the City of Cape Town has revised and released this EMPr as its current version. Accordingly all developments within the City of Cape Town that require an environmental impact assessment (EIA) process; or within sensitive environments; or at the City's discretion, shall necessitate the environmental assessment practitioner (EAP) / Environmental Planner to make use of this EMPr to manage and mitigate potential impacts.

Due to the generic nature of the EMPr, additional information derived from *inter alia* the EIA process shall need to be incorporated within the body of text.

This shall be identified through: ➡ "Note to Compiler" prompts.

It is incumbent upon the Compiler to ensure the EMPr is made **site and development** specific, as the use of a generic EMPr for a development where an environmental authorisation was obtained may result in unnecessary audit findings, when audited by the independent Environmental Auditor. Should these findings be substantive, they may require a Part 2 amendment process which may negatively impact upon the Contractor's programme.

The City of Cape Town has adopted an outcomes based approach for this EMPr as it believes there are various ways in achieving good environmental outcomes. This approach allows the setting of outcomes based conditions, against which the development is to achieve compliance, without prescribing how that outcome is to be achieved. However, outcomes-based conditions do not mean that actions with unacceptable impacts will be approved. Outcomes required as conditions of approval shall be achievable and measurable to provide certainty for the City of Cape Town, the Competent Authority and the community.

Outcomes based conditions allow the Contractor to innovate; draw on company expertise; and consider site specific conditions when planning how task / activity specific methods shall be undertaken in order to achieve the outcome. Consequently greater emphasis shall be upon Employers Agent (with support from the ECO) to review and

approve Contractor's method statements; and ECO verification whether actions proposed provide suitable mitigation to achieve the desired outcome.

Developments not complying for the use of this EMPr shall utilise either the CIDB Environmental Management Specifications or site EMPr ([SEMP](#)). Please note that neither the CIDB nor SEMP EMPs meet all the EMPr content requirements as set out in Appendix 4 of the NEMA EIA Regulations, 2014, as amended.

The broad structure of the report is as set out below.

1.2. Structure and Purpose of the Report

This EMPr consists of eight Sections, each of which groups aspects related to addressing specific elements; namely: Structure of Report, Introduction, Project Description, Management, Monitoring, Assurance, and Performance Specifications. These Sections are supported by eighteen Annexes.

The body of text contains hyperlinks for ease of reference.

1.3. [Introduction](#)

This Section provides the background, scope and outcomes of the EMPr.

This Section also points out the continuous improvement approach that forms the basis of the environmental management approach. Such reiterative actions inform the adaptive management strategy and amendment processes.

1.4. [Project Description](#)

This Section provides a detailed project background and description, together with associated drawings.

Please note all developments within the City of Cape Town that require an environmental impact assessment (EIA) process; or within sensitive environments; or at the City's discretion, shall necessitate the EAP / Environmental Planner to include the relevant description and drawings.

1.5. [Management](#)

This Section describes activities associated with the management of the development. It informs the staffing roles and responsibilities; provides communication lines; mechanisms to prevent, control, manage, correct and mitigate development related activities; and training related thereto.

1.6. [Monitoring](#)

This Section describes the actions undertaken to monitor the efficacy of measures implemented to mitigate impacts / risks. It further provides for a quality control system with which the City of Cape Town can assure itself that the work is being, and has been adequately performed.

1.7. [Assurance](#)

The Section describes governance actions undertaken to inform stakeholders of the efficiency of the mechanisms implemented in compliance of its obligations.

1.8. [Performance Specifications: Environmental Management](#)

This Section identifies management activities that form part of the development, detailing key performance indicators and targets, which when implemented, confirm compliance to the outcomes of the EMPr. This Section is auditable by the Environmental Control Officer (ECO) and Environmental Auditor, aligns with the [Annexure 7 – Environmental Best Practicable Options](#); or can be used as stand-alone Performance Specifications with tender documents.

1.9. [Annexures](#)

The Section provides further detail on aspects contained within the main body of the EMPr.

[Annexure 1 - Details of Author\(s\) and related expertise](#)

[Annexure 2 - Legislation, Permits, Standards and Guidelines](#)

[Annexure 3 - City of Cape Town By-Laws](#)

[Annexure 4 - Potential Authorisations / Permits / Licences Required Prior to Construction Commencement](#)

[Annexure 5 - Environmental Authorisation / Water Use License](#)

[Annexure 6 - City of Cape Town Environmental Policy](#)

[Annexure 7 - Environmental Best Practicable Options](#)

[Annexure 8 - Site Plan](#)

[Annexure 9 - Method statement](#)

[Annexure 10 - Sensitivity Mapping](#)

[Annexure 11 - Environmental Monitoring of Water](#)

[Annexure 12 - Environmental Monitoring of Dust](#)

[Annexure 13 - Environmental Monitoring of Noise](#)

[Annexure 14 - General Conditions of Contract](#)

[Annexure 15 - Bill of Quantities](#)

[Annexure 16 - EMPr Alignment with NEMA Sec 24N](#)

[Annexure 17 - Typical Aspects and Impacts Table](#)

[Annexure 18 - Site Environmental Management Plan](#)

2. Introduction

2.1. Background and Scope of the EMPr

An EMPr is a proactive environmental management tool used to prescribe management methods to prevent or reasonably avoid adverse environmental impacts, and strengthen the positive environmental benefits of a development. It also places a Duty of Care on those who cause, have caused or may in future cause significant pollution or degradation of the environment. This requirement is according to Section 28 (1) of the National Environmental Management Act (Act No. 107 of 1998) (NEMA).

Furthermore, this EMPr is drafted in compliance with NEMA Section 24N (Environmental Management Programme) requirements and the scope is to set conditions for the implementation of the environmental management component for all personnel involved with the development. As such, the EMPr outlines how the development will be managed through its planning, design, pre-construction, construction, rehabilitation and decommissioning lifecycle and is designed to mitigate negative environmental impacts; whilst enhancing positive impacts.

This EMPr must form part of the tender documentation to the Contractor(s) and becomes legally binding on the Contractor(s) and anyone acting on behalf of the Contractor(s) or the City of Cape Town during the development life-cycle process activities.

2.2. Outcomes of the EMPr

This EMPr covers systems, strategies and procedures to ensure proposed developments within the City of Cape Town meet the environmental outcomes and targets as prescribed herein.

The below outcomes, targets and execution are to ensure the development is undertaken in an environmental responsible manner (please refer to Table 1).

Table 1: EMPr Outcomes

Outcomes	Targets	Execution
Compliance with legislative requirements	100% compliance with all requirements	Review of audit reports
Compliance with Competent Authority conditions	100% compliance with all requirements	Review of audit reports
Avoidance of environmental harm	Compliance with EMPr, environmental authorisation and best practicable environmental option	• Implementation of development based environmental management system • Implementation of monitoring environmental controls • Environmental reporting, auditing and recording • Awareness training
Conformance with best practicable environmental option	• Conduct environmental inductions (at development)	• Training of personnel in EMPr measures • Environmental monitoring

Outcomes	Targets	Execution
	commencement and every six months thereafter) and provide for weekly environmental toolbox talks • Achieve performance indicators and targets • Undertake environmental inspections • Undertake environmental audits as per prescribed audit schedule • Report and record all environmental incidents and non-conformances • Assign and complete corrective actions within the prescribed timeframes	and audits • Review of non-conformance register • Review of environmental reports
Maintain commitments to stakeholders and community	• Minimal grievances • Respond to all grievances within the prescribed timeframes	Review of Communications Register

2.3. Adaptive management and review of EMPr

As part of an adaptive management strategy, this EMPr is a “living” document that shall be reviewed prior to each development phase to ensure appropriateness and applicability. This approach shall allow for:

- *monitoring data gathered being used to evaluate impact management and mitigation;*
- *assumptions being tested and uncertainties reduced; and*
- *EMPr efficacy being determined and whether reviews are required.*

Such review can provide for:

- *revision of monitoring because of iterative learning;*
- *the determination of performance indicators and target success; and*
- *revision of performance targets and target actions.*

Therefore the EMPr may be revised due to:

- *policy change;*
- *management review;*
- *audit recommendations;*
- *grievances or non-conformance reports; and*
- *legislative changes.*

Please note the requirements associated with Regulations 29 and 31 of the EIA Regulations, 2014 (as amended), relating to the amendment processes.

Part 1 Amendment (Regulation 29) shall be undertaken when there is:

- *no change in scope of a valid environmental authorisation;*
- *no increase in level or nature or assessed impact; and*
- *a change of ownership, or transfer of rights and obligations.*

The amendment shall require no formal submission of the EMPr to the Competent Authority; and no public participation. The amended EMPr shall however be submitted to the Competent Authority for record keeping.

Part 2 Amendment (Regulation 31) shall be undertaken when there is:

- *a change to the scope of a valid environmental authorisation;*
- *an increase in level of or change in the nature of assessed impact; and*
- *inclusion of an activity not considered within the initial application for environmental authorisation or the environmental authorisation itself.*

Furthermore, a Part 2 Amendment shall be applicable when the length of the construction period exceeds the period specified in the environmental authorisation when no operational aspects are applicable (please refer to Regulation 26 (d) (ii) of the EIA Regulations, 2014, as amended).

The amendment shall require a formal submission of the EMPr to the Competent Authority; together with a public participation process.

A Part 2 Amendment process may negatively impact upon the Contractor's programme.

3. Project Description



Note to Compiler: Please insert detailed project description for the development.



Note to Compiler: Please provide detailed site layout and locality drawings.

4. Management

4.1. Leadership by Senior Management

Leadership by senior management is essential in developing a culture that values health, safety and environmental protection. Therefore, senior managers shall be required to demonstrate their commitment in their actions and decisions.

The City of Cape Town aims to create and sustain a culture within both the development; and all role players, to drive the commitment of zero harm to all people, to protect the environment and enhance the local communities.

To achieve this aim, personnel in leadership roles shall be suitably qualified and competent to provide leadership in health, safety and environmental management and will be required to:

- *know and understand the health, safety and environmental risks associated with their specific activities, how these risks are managed, and the corrective actions to mitigate them;*
- *visibly demonstrate health, safety and environmental management leadership through measurable actions (e.g. communicating the Health, Safety and Environmental Management Policy and Standards, undertaking health, safety and environmental worksite visits, engaging personnel and Contractors, and leading or participating in health, safety and environmental activities e.g. audits,*

investigations and campaigns;

- *motivate, coach and develop personnel in effective health, safety and environmental management by acting as a role model for compliance and reporting of issues and incidents, and encourage personnel to do the same; provide constructive health, safety and environmental feedback and celebrate success including health, safety and environmental management behaviours and performance in staffing decisions; and develop the team's health, safety and environmental management competencies;*
- *ensure that all relevant personnel have undertaken induction training prior to working on site;*
- *hold individuals accountable for their health, safety and environmental management behaviours and performance by insisting on compliance with applicable laws, regulations and development commitments; and*
- *apply consistent consequence management to those who breach Health, Safety and Environmental Standards and procedures whilst rewarding correct health, safety and environmental behaviours.*

4.2. Legislation, Permits, Standards and Guidelines

The development shall be implemented within the framework of the NEMA and other relevant environmentally related legislation, including national acts, provincial ordinances, municipal by-laws and/or guideline documents as referenced in Annexures 2, 3 and 4.

4.3. Staffing

4.3.1 Organisational chart of City of Cape Town, Employers Agent, Contractor Roles and responsibilities



Note to Compiler: Please insert organizational chart for the development.

4.3.2 Institutional and Functional Arrangements

The institutional and functional arrangements indicate the role players and institutional linkages involved in the development. The arrangement is dictated by the contract with the City of Cape Town.

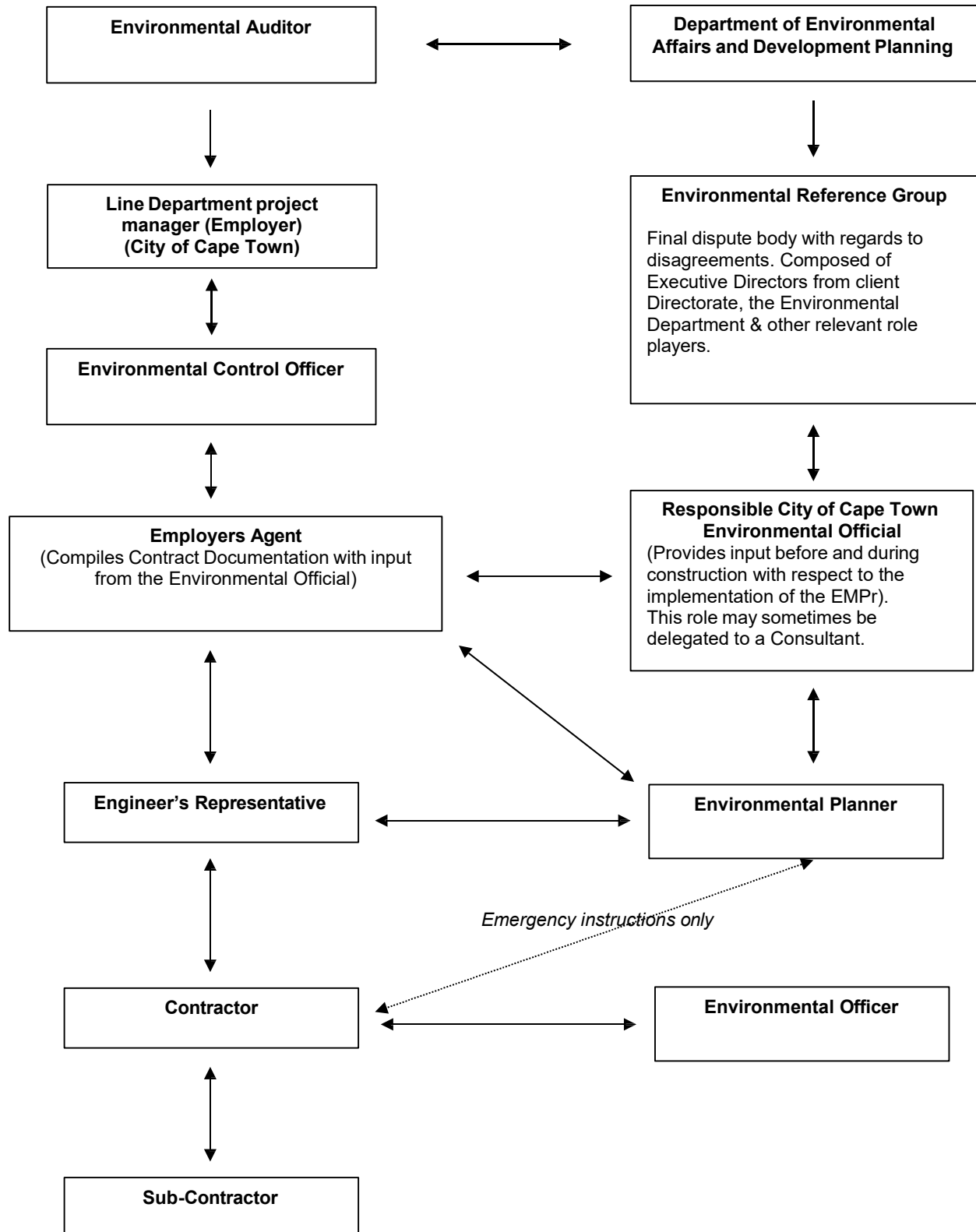


Figure 1: Typical Environmental Staffing Arrangement

4.3.3 Roles and Responsibilities

4.3.3.1 City of Cape Town

The City of Cape Town shall be responsible for overall environmental control during all development phases.

Consequently the City of Cape Town's responsibilities shall include:

- *internal consultation with EMD regarding changes in the development that results in significant environmental impacts;*
- *ensuring appropriate environmental resources are assigned to each development phase;*
- *being fully familiar with the EMPr;*
- *forwarding audit reports (prepared by the Environmental Auditor) to the Competent Authority;*
- *notifying the Competent Authority of changes in the development that results in significant environmental impacts;*
- *notifying the Competent Authority within 30 days of change of ownership or as the Environmental Authorization/Permit requirement;*
- *notifying the Competent Authority of any change of address of the owner;*
- *the overall implementation of the EMPr;*
- *implementing corrective and preventive actions, where required;*
- *preventing pollution and actions that will harm or may cause harm to the environment;*
- *notifying the Competent Authority within 30 days that construction activity will commence, or as the Environmental Authorization/Permit requirement;*
- *notifying the Competent Authority in writing within 24 hours if any condition in the EMPr cannot be or is not adhered to; and*
- *notifying the Competent Authority 14 days, or as the Environmental Authorization/Permit requirement prior to commencement of the operational phase.*

4.3.3.2 Employers Agent / Engineer

The Employers Agent reports to the City of Cape Town and is responsible for the day-to-day management of environmental performance on the development. The Employers Agent is ultimately accountable for the implementation of the requirements contained within this EMPr.

The Employers Agent is responsible for:

- *assisting in the preparation of the EMPr;*
- *instructing development personnel on how to comply with environmental policy and procedures;*
- *ensuring the Engineer's Representative is aware of and complies with the environmental obligations as detailed within this EMPr;*
- *ensuring that employees, Contractors and Sub-contractors are aware of, and comply with, the conditions of approval and requirements of the EMPr relevant to their respective activities;*
- *arranging periodic monitoring and inspection by suitably trained personnel;*
- *regular site inspections and the active pursuit of opportunities to enhance*

- environmental outcomes;*
- *tracking and reporting environmental performance;*
- *tracking and compliance against the conditions of approval for the scope of works being performed;*
- *monthly evaluation of how effectively environmental controls are performing;*
- *initiating remedial measures when environmental deficiencies are observed or in response to grievances;*
- *restriction of construction activities affected by an environmental deficiency until remedial action has been taken;*
- *maintaining environmental performance records;*
- *engaging consultants where required to provide support in relation to implementing the EMPr; and*
- *investigating any incidents or grievance and ensuring necessary corrective action is implemented (in consultation with City of Cape Town for significant incidents / grievances).*

4.3.3.3 Designer

The Designer is involved during the planning and design phase of the development and shall ensure that relevant environmental planning and design considerations are taken into account during these phases. In this respect, the Designer shall work in close conjunction with the Environmental Planner.

4.3.3.4 Engineer's Representative

The Engineer's Representative is responsible for construction site supervision and quality control during Construction.

In some instances the Engineer's Representative may also assume the responsibilities of the Employers Agent.

On very large developments, the Engineer's Representative may have one or more dedicated Site Supervisors, each responsible for a section of the works (e.g. reservoirs, pipelines, water treatment works etc.).

The Engineer's Representative shall report to the Employers Agent and be responsible for:-

- *managing employees / Contractors and construction activities on a daily basis to ensure the appropriate environmental controls are implemented and maintained in accordance with the requirements of the EMPr;*
- *ensuring all staff are inducted into the site and undertake daily tool box talks;*
- *undertake daily site inspections of environmental controls and maintain records of environmental actions;*
- *reporting any environmental management concerns or incidents immediately to the Employers Agent;*
- *recommending improvements to the EMPr to the Employers Agent; and*
- *implementing any corrective actions issued as a result of any site inspections, audits or meeting.*

4.3.3.5 Contractor

The Contractor is the successful tenderer, appointed by the City of Cape Town to undertake the Works as specified in the Contract. It is the responsibility of the Contractor to do whatever is necessary from his side to ensure that he or an appointed advisor is well

versed in environmental studies so that he may accurately and efficiently carry out the requirements of the Environmental Specification.

The Contractor shall be liable for any and all remedial work required in terms of the Environmental Specification, resulting from his environmental negligence, mismanagement and / or non-conformance.

The Contractor will:

- *be responsible for the construction related activities for the duration of the contract (so will Sub-Contractors and contract workers);*
- *be responsible for ensuring work conducted is done within the framework of the environmental authorisation, EMPr and applicable legislation;*
- *ensure that all Sub-Contractors have a copy of and are fully conversant with the contents of the EMPr;*
- *be required to provide Method Statements setting out, in detail, how management actions contained in the EMPr will be implemented;*
- *be required to monitor construction related impacts upon the surrounding environment; and*
- *appoint an Environmental Officer (EO) and Community Liaison Officer (CLO).*

4.3.3.6 Environmental Assessment Practitioner

The Environmental Assessment Practitioner (EAP) shall be appointed during the project planning phase of the development to determine likely effects which the development may have upon the environment and community.

The EAP shall work with the Environmental Planner in determining potential impacts; and shall be responsible for submitting applications in terms of the EIA process to the relevant Competent Authority.

4.3.3.7 Environmental Planner (Environmental Manager)

The Environmental Planner shall either be a City of Cape Town official or a member of the Employer Agents' professional team.

The Environmental Planner shall only be required at the City of Cape Town's discretion; on large scale infrastructure developments; or within sensitive environments, to analyse and minimise environmental impacts of the proposed development; consider best practicable environmental options; and make sure the development complies with prevailing regulatory requirements.

The Environmental Planner shall therefore work closely with the Designer to ensure detailed designs are aligned with EIA conclusions, regulatory requirements and best practicable environmental options. The Environmental Planner shall provide guidance, assistance and input as required during the life-cycle phases of the development; be called upon to resolve conflicts and disputes; and act as liaison between the environmental assessment practitioner and Employers Agent.

Furthermore, the Environmental Planner shall generate risk registers, master plans, management programmes; and tender documentation.

4.3.3.8 Environmental Auditor

An Environmental Auditor is an unaffiliated party who shall undertake environmental compliance audits at prescribed timeframes for the duration of construction related activities.

The Environmental Auditor shall present environmental audit reports in compliance with Regulation 34 of the EIA Regulations, 2014 (as amended).

Please note that not all developments require an Environmental Auditor as the inclusion of such an appointment shall only be required where an environmental authorisation has been issued.

4.3.3.9 Environmental Control Officer

An Environmental Control Officer (ECO) shall be appointed by the City of Cape Town for the duration of construction related activities.

The primary role of the Environmental Control Officer shall be to act as quality controller regarding all environmental concerns. In this respect, the Environmental Control Officer shall conduct periodic site inspections, attend regular site meetings, pre-empt problems and suggest mitigation and be available to advise on incidental issues that arise.

The Environmental Control Officer shall be required to conduct compliance audits and verify the monitoring reports submitted by the Environmental Officer.

The Environmental Control Officer shall provide feedback to the Employers Agent, who in turn reports back to the City of Cape Town and stakeholders, as required. Issues of non-conformance raised by the Environmental Control Officer shall be taken up by the Employers Agent, and resolved with the Contractor as per the conditions of his contract. Decisions regarding environmental procedures, specifications and requirements which have a cost implication (i.e. those that are deemed to be a variation, not allowed for in the Performance Specification) must be endorsed by the Employers Agent.

4.3.3.10 Environmental Officer

The Environmental Officer (EO) shall be responsible for managing the day-to-day on-site implementation of the Performance Specifications, and for the compilation of regular Monitoring Reports. In addition, the Environmental Officer shall act as liaison and advisor on all environmental and related issues, seek advice from the Environmental Control Officer or Environmental Planner when necessary and ensure that any complaints received from the public are duly processed and addressed and that conflicts are resolved in an acceptable manner.

The Environmental Officer shall:

- *be well versed in environmental studies;*
- *understand the relevant environmental legislation and processes;*
- *understand the hierarchy of Environmental Compliance Reporting, and the implications of non-conformance;*
- *know the background of the development and understand the implementation programme; and*
- *be able to resolve conflicts and make recommendations on site in terms of the requirements of the Performance Specifications.*

4.3.3.11 Community Liaison Officer

The Community Liaison Officer (CLO) shall be appointed by the Contractor and shall be responsible for representing the community in order to assist the Contractor with communication between the two parties.

The Community Liaison Officer shall:

- *assist with managing community communication in various forums;*
- *plan, design, develop and carry out assigned public outreach and awareness;*
- *participate in activities aligned with community outreach strategy;*
- *develop relationships with key networks within local communities;*
- *identify possible labour disputes, unrest, strikes, etc., in advance and assist in their resolution;*
- *inform local labour of their conditions of temporary employment, to ensure their timeous availability and to inform them timeously of when they will be relieved; and*
- *ensure that all labour involved in activities when tasks have been set, are fully informed of the principle of task based work.*

4.4. Communications & Liaison

4.4.1 Contractual

The communication protocol shall be determined by contractual requirements. Such protocol shall be agreed to at the inception meeting where a responsibility assignment matrix (RAM) will be developed detailing the main communications or actions and the authorized staff responsibilities for initiation, preparation, review, approval and issue.

4.4.2 Local Government & Public Liaison

The Contractor shall direct all communication via the City of Cape Town; or as directed by the Employers Agent.

4.5. Identification of development Aspects, Impacts and Risk Assessment

This EMPr provides a system and set of procedures to ensure that the City of Cape Town establishes and maintains sound and effective controls to manage potential environmental impacts throughout the development, and wherever practicable, realise opportunities for enhanced environmental outcomes.

Therefore, for environmental management to be effective, it needs to be proactive rather than reactive. Environmental risk(s) associated with large scale developments shall be identified and assessed during the environmental impact assessment process; whereas the Contractor shall identify environmental risk(s) as part of its health and safety assessment; and method statement compilation.

The assessment shall identify the significance of environmental risks and potential impacts using the following four-step approach:

- identify each **element** with the potential to interact with the environment (e.g. characteristics and sensitivity of the environment);
- determine the potential **impacts** resulting from the activity including their duration, intensity and degree to which they can be **mitigated**;
- rank risks** based on the likelihood of adverse impacts and the severity of the consequence, using the 'worst case scenario', as defined by the 'likelihood and consequence probability' risk matrix ; and
- identify the level of mitigation required for each environmental aspect (e.g. the higher the potential severity of adverse environmental effects and the greater the consequence of those unmanaged effects the higher the degree of environmental management required).

Typical aspects include: aesthetics, dust, earthworks, erosion, flora and fauna, fire, hazardous substances, heritage, land owner liaison, noise, rehabilitation, social, soil, sustainability, traffic, training, waste and water.

Please refer to [Annexure 17 - Typical Aspects and Impacts Table](#) associated with the development.

4.6. Emergency Preparedness and Incident Management

'Incidents' are defined as unplanned events with undesirable consequences. The consequences of such incidents may result in human injury, environmental damage or asset loss. 'Near misses' are extraordinary events that could have reasonably resulted in an incident.

Using an Impact/Aspect Risk register, the Contractor shall identify the types of environmental incidents that are likely to occur on site and ensure measures are put in place to prevent or mitigate the effects of such incidents.

Consequently the Contractor shall submit an Emergency Preparedness and Incident Management Plan for approval to the Employers Agent prior to the commencement of construction related activities. This shall be reviewed and up dated annually.

The Emergency Preparedness and Incident Management Plan shall ensure that:

- *construction employees are adequately trained in terms of incidents and emergency situations;*
- *details of the organisation (manpower) and responsibilities, accountability and liability of personnel are recorded;*
- *a list of key personnel and contact numbers are provided;*
- *details of emergency services (e.g. the fire department, spill clean-up services) are listed;*
- *internal and external communication plans, including prescribed reporting procedures are provided for;*
- *actions to be taken in the event of different types of emergencies are described;*
- *incident recording, progress reporting and remediation measures to be implemented are prescribed;*
- *information on hazardous materials, including the potential impact associated with each, and measures to be taken in the event of accidental release are described; and;*
- *significant risks using the aspect & impact register are identified and addressed.*

All incidents that occur during construction related activities shall be recorded and managed in accordance with the Contractors Emergency Preparedness and Incident Management Plan. All environmental incidents and near misses shall be reported to the Employers Agent, particularly:

- *any loss of containment incidents or releases of liquids, solids, or gas;*
- *any dangerous goods or hazardous substance spills (any volume or weight);*
- *complaints by regulatory authorities;*
- *regulatory breaches – directives, fines, breaches of authorisation / licence conditions;*
- *stakeholder complaints;*
- *all incidents of third party property damage or loss; and*
- *any loss or damage to flora and fauna of significance that has not been previously approved.*

The Employers Agent shall then report these incidents to the City of Cape Town who in turn shall notify any relevant government authority, if required.

4.6.1 Incident Reporting

Once the incident has been stabilised and initial notifications have been issued to the relevant parties, a full incident investigation shall be required with detailed corrective and preventative measures. A formal report shall be submitted within seven days to the Employers Agent, including all remediation measures undertaken to repair any damage caused and to prevent the incident from re-occurring.

Information recorded for all incidents shall include:

- *nature of incident;*
- *damages, injuries or fatalities sustained and the parties involved;*
- *any risks such incident poses;*
- *toxicity of the substances involved;*
- *steps taken to avoid or minimise the effects of the incident and any future incidents / re-occurrence; and*
- *clean-up procedures, remedial actions and assessment of immediate and long term effects.*

4.6.2 Reportable Environmental Incidents

Reportable incidents are those:

- *that cause substantial damage to the environment, or*
- *that have significant potential impact on the environment.*

These can include:

- *any spill to a watercourse, including drains as defined under relevant legislation;*
- *loss of hydrocarbons or chemicals greater than 20L in volume to land;*
- *spills or releases, including soil movement, which has moved offsite and has a negative impact;*
- *death or injury of livestock, wildlife or fauna of any kind caused by the construction activities;*
- *interference with any previously undetected sites of cultural significance without obtaining the appropriate approval;*
- *transfer of known alien invasive vegetation and diseases as a result of construction related activities;*
- *fires;*
- *traffic incident;*
- *damage to property outside the development footprint;*
- *unresolved landowner issues whereby agreement cannot be reached;*
- *an incident that is likely to cause regional or widespread negative publicity;*
- *serious environmental damage or imminent risk of serious environmental damage;*
- *significant environmental degradation, pollution or non-conformance of this EMPr or any other legislative requirement.*
- *Exceedances of prescribed dust fall standards where dust fall monitoring is required.*

Key incident reporting numbers relevant to the project shall be provided as per Section 4.6.4 below.

4.6.3 Emergency Response Procedure

Appropriate risk management and the prevention of emergency situations is fundamental to all construction related activities and the implementation of the EMP is aimed at anticipating, preventing and mitigating foreseeable risks associated with the development. Part of the risk management strategy is to ensure that in the event of an emergency situation, plans have been developed so that pre-planned response, notification and recovery activities can be initiated.

The Contractor's Emergency Preparedness and Incident Management Plan shall establish the structures of emergency teams, the communication processes and the resources, which may be required for managing the emergency. The Emergency Preparedness and Incident Management Plan shall therefore comprise the following:

- *general responsibilities;*
- *incident management and notification structure;*
- *event classification and notification; and*
- *resources and training requirements.*

The objectives of the Emergency Preparedness and Incident Management Plan shall be to:

- *decrease the level of risk to life, property and the environment;*
- *describe how an emergency response is initiated and how the emergency teams are activated;*
- *specify command, control and communication arrangements between the City of Cape Town, Employers Agent, Contractor, external response and government authorities;*
- *identify the roles and responsibilities of all personnel likely to be at the location of the emergency or involved in the response;*
- *identify emergency response equipment required;*
- *identify training requirements for response personnel; and*
- *provide the basis for training of all people who could be involved in an emergency.*

4.6.4 Contact Information

The following key incident reporting numbers relevant to construction related activities shall be included within the Emergency Preparedness and Incident Management Plan:

- *City of Cape Town Representative;*
- *Employers Agent;*
- *Engineers Representative;*
- *Construction Contractor;*
- *Construction Manager;*
- *Environment Control Officer;*
- *Health and Safety Manager;*
- *Environmental Officer;*
- *Community Liaison Officer;*
- *24 hour Grievance Contact;*
- *Fire Department;*
- *Hospitals / clinics;*
- *South African Police Services;*
- *Air Quality Officer;*
- *Disaster Management;*
- *Director: Development Management (Region 1): Department of Environmental*

- *Affairs and Development Planning;*
- *Department of Water and Sanitation;*
- *City of Cape Town*
 - *Environmental Health Department;*
 - *Water Demand Management;*
 - *Environmental and Heritage Management*

4.7. Method Statements

It is a statutory requirement to ensure the wellbeing of employees and of the environment. Therefore, the Contractor shall submit method statements to the Employers Agent for approval prior to the commencement of construction related activities.

The Contractor shall be required to undertake various tasks / activities in order to fulfil the conditions as stipulated in the contract. Therefore, in order for the Employers Agent to be satisfied that the Contractor has a comprehensive understanding of the requirements of the task / activity, the Contractor shall submit method statements to the Employers Agent for approval prior to the commencement of the activity. The method statement is a dynamic document integrating all facets of the activity, thereby ensuring the reader a comprehensive understanding of the actions associated with implementing the activity. The method statement shall be submitted to the Employers Agent for approval at the agreed timeframe prior to the commencement of the activity. During this period, the Employers Agent shall consult with other members of the project management team to ascertain the Contractors knowledge and understanding of the requirements. Should the Employers Agent ascertain that the detail of the method statement is not sufficient, the method statement shall be returned to the Contractor for review and re-submission.

Upon acceptance of the method statement, both the Employers Agent and the Contractor shall sign the method statement denoting mutual agreement that the contents thereof meet the minimum requirements to successfully complete the activity. By signing the method statement, the Contractor commits to working in accordance with the agreed method.

Due to the method statement being a dynamic document, regular amendments may be required to ensure the implementation thereof corresponds with how the task / activity is actually being implemented; and in accordance to potentially changing requirements. The following method statements are considered typical for every development and shall thus be submitted to the Employers Agent prior to commencement of construction related activities:

- *Concrete management*
- *Dust management*
- *Environmental awareness training*
- *Site camp layout*
- *Traffic management*
- *Waste management*
- *Water management*

Please refer to [Annexure 8 – Method Statement](#) for a complete list of potential method statements.

Method Statements may also be reviewed by the City of Cape Town Environmental Management Department: Environment and Heritage Management Branch.

4.8. Planning & Design

4.8.1 Planning

Planning is typically undertaken by the City of Cape Town at development outset and sets out prescriptive measures to achieve desired results. These measures are typically conceptual at this stage and become more refined with time.

The City of Cape Town typically calls for detailed (engineering) designs and appoints an environmental assessment practitioner (EAP) to undertake the EIA process. This process may contribute to the determination of feasibility, but does not do so exclusively.

4.8.2 Design

As the design shall lay the groundwork for the future operation of the development, the environmental authorisation conditions and EIA specialist recommendations shall inform the design. Furthermore, due to the evolving nature of the development, it is incumbent upon the City of Cape Town / Employers Agent that an Environmental Planner be appointed as part of the City of Cape Town / Employer Agents' team to *inter alia* determine regulatory process requirements that inform the evolving designs.

4.9. Implementation of Controls & Mitigation Measures

The City of Cape Town has adopted an outcomes based approach for this EMPr as it believes there are various ways to achieve good environmental outcomes. This approach allows the setting of outcomes based conditions, against which the development is to achieve compliance, without prescribing how that outcome is to be achieved.

4.9.1 Why outcomes based conditions?

According to the 'Outcomes-based conditions policy—Draft, Commonwealth of Australia July 2015', it provides "Flexibility" *"in the methods used to deliver those outcomes is both necessary and desirable to:*

- *focus the developments resources on achieving outcomes rather than complying with prescriptive requirements;*
- *encourage innovation in environmental management strategies;*
- *enhance transparency of outcomes being sought;*
- *focus regulatory effort on verifying that the development is achieving environmental compliance;*
- *build public trust and confidence in environmental regulation;*
- *acknowledge good environmental and regulatory compliance records to foster behaviour changes;*
- *streamline assessment and approval processes; and*
- *improves knowledge and data about matters of environmental significance".*

Outcomes-based conditions do not mean that actions with unacceptable impacts will be approved. Outcomes required as conditions of approval shall be achievable and measurable to provide certainty for the City of Cape Town, the Competent Authority and the community.

Outcomes based conditions allow the Contractor to innovate; draw on company expertise; and consider site specific conditions when planning how task / activity specific methods shall be undertaken in order to achieve the outcome. Consequently greater emphasis shall be upon Employers Agent (with support from the ECO) to review and

approve Contractor's method statements; and ECO verification whether actions proposed provide suitable mitigation to achieve desired outcome.

4.9.2 Outcomes

The outcomes contained within [Section 7 Performance Specification Environmental Management](#) tables prescribe the "what" that shall be achieved; and shall therefore drive the auditing process.

These outcomes shall be auditable.

4.9.3 Performance Indicators & Targets

The Performance Indicators contained within [Section 7 Performance Specification Environmental Management](#) tables, prescribe specific targets which the Contractor shall attain. The Contractor shall be cognisant of both the outcomes and targets when compiling method statements. Complying with the Environmental Specification Targets shall ensure compliance to the EMPr Outcomes.

These targets shall be auditable.

4.9.4 Mitigation measures

The Risks / Impacts contained within [Annexure 7 – Environmental Best Practicable Options](#) may be managed by the proposed mitigation measures proffered, and are thus not auditable. These mitigation measures shall merely guide the Contractor towards achieving the prescribed outcomes as contained within Section 7 Performance Specifications Environmental Management.

The Contractor's attention however shall be drawn to their responsibility to provide appropriate management measures to adequately mitigate any potential risk / impact.

These mitigation measures **shall not** be auditable.

4.9.5 Failure to Comply

Should the Contractor fail to comply with achieving the prescribed targets, the Employers Agent shall instruct the Contractor to do so. Failure to comply or adequately rectify the non-conformance shall result in the Employers Agent retaining five percent (5%) of the payment certificate amount until such rectification has been achieved, where after payment shall be effected. Non-compliance by the Contractor is the sole responsibility of the Contractor and the City of Cape Town shall not be jointly & severally liable.

4.10. Corrective & Preventive Measures (follow-up on monitoring and audits)

The Contractor shall initiate a process to correct and prevent future occurrences occurring.

Table 2: Correction Action

Corrective action(s)	Action	Timeframes	Responsibilities
	Initiate corrective and preventative measures	Immediate	City of Cape Town, Employers Agent /

	Control source and or reduce impact upon the environment / community.	Within 1 day of occurrence being identified	Engineer and Contractor
	Manage incident / accident / grievance in accordance to approved procedure.	Within 3 days of occurrence being identified	
	Monitor to verify no further occurrence takes place.	Within 5 days of occurrence being identified	
	Re-train all staff to prevent future re-occurrence.	Within 7 days of occurrence being identified	

4.11. Training

Environmental responsibility requirements for all role players are contained within the respective [Position Descriptions](#). Consequently all recruitment shall be undertaken with the aim of engaging personnel with the appropriate levels of competency and experience. Furthermore, all personnel shall receive environmental training of the type and level appropriate to their role and responsibility.

The Contractor's environmental awareness training programmes shall be targeted at the two levels of employment: management and labour.

The Contractor shall manage and implement all the requirements associated with presenting the training programme before the Commencement Date.

The Contractor shall be required to initiate Environmental Awareness Training within 7 days of construction commencing. Staff shall be trained prior to commencement of working. Proof of training shall be submitted to the Employers Agent.

The Contractor may be requested to provide additional training (in the trainee's first language) on-site regarding environmental aspects that are unclear to the construction personnel. A translator may be required and requested to assist in this additional training. The cost for the translator will be borne by the Contractor. The Contractor shall implement the training programme at own cost.

All staff shall:

- *be inducted prior to commencing work;*
- *receive task based / skills training;*
- *receive weekly environmental toolbox talks;*
- *undergo six monthly refresher (environmental) training; and*
- *be retrained as per corrective action outcome(s).*

The Contractor shall keep records of personnel experience, qualifications and training undertaken, including inductions, in a training register. The training register shall include the following details:

- *who was trained;*
- *when the training took place;*
- *name of the trainer;*
- *a general description of the content of the training; and*
- *effectiveness of training programmes.*

4.12. Grievance procedure (Social)

A grievance procedure is a management tool used to prescribe management mechanisms or methods to address grievances arising from affected stakeholders on a development.

The Contractor shall adhere to the grievance management procedures as agreed with the Employers Agent.

4.13. Resource Allocations

Financial implications for items and activities prescribed in the EMPr shall be recognised by the Contractor (for the construction phase) and provision for these costs shall be made. Such costs can include (but may not be limited to) mitigation actions, environmental awareness training, monitoring and auditing requirements and measures for rectification and rehabilitation, management of archaeological / heritage findings unearthed during construction, including any equipment or specialists required for these items.

5. Monitoring

5.1. Monitoring Approach

Monitoring shall be carried out by the respective environmental representative from the City of Cape Town, Employers Agent and Contractor.

5.2. Inspections

Site inspections shall be carried out on a daily basis by the Contractor's Environmental Officer to ensure measures implemented are effective in mitigating impacts.

The ECO shall undertake, as a minimum, fortnightly (or as prescribed in the conditions of authorisation) in order to provide an account of environmental compliance with the EMPr during construction.

The Contractors Environmental Officer / Community Liaison Officer shall undertake receptor monitoring to verify that construction related activities are not negatively impacting upon the environment; health of employees and members of the surrounding community; nor local economy (e.g. farming).

5.3. Compliance monitoring

The Contractors Environmental Officer or professional service provider shall undertake compliance monitoring to verify construction related activities are not exceeding prescribed threshold.

The Contractor shall submit environmental compliance monitoring data to the Employers Agent on a monthly basis.

5.4. Auditing (internal and external)

The ECO shall undertake monthly internal audits to verify the measures implemented by the Contractor to suitably mitigate identified risks / impacts.

The Environmental Auditor shall undertake external audits at the frequency prescribed by the relevant Competent Authority.

5.5. Time Programme

All monitoring shall be undertaken as per the monitoring programmes, where prescribed either by law or by the Employers Agent.

5.6. Quality control system (for monitoring)

Quality Assurance and Quality Control (QA/QC) addresses both the management of construction related activities and the "development" being constructed. QA includes the documented processes required to ensure that the development satisfies the needs for which it was undertaken; and will meet the development specifications and data quality outcomes. It also includes all activities of the overall management function that are required in meeting the outcomes of the development including planning, QC elements and any scope changes. The overall QA/QC program of the development shall be the foundation upon which the City of Cape Town can assure itself that the work is being, and has been adequately performed.

The Contractor shall develop and maintain an integrated management system (IMS) made up of both a quality management system (QMS) based on ISO 9001; and an environmental management system based on ISO 14001.

All environmental / social monitoring shall follow accepted monitoring protocols / norms and standards; and shall be informed by the outcomes of any baseline studies.

All analysis of samples shall be done at a SANAS 17025 accredited laboratory; unless specified in the Contractors method statement and approved by the Employers Agent.

Furthermore, the Contractor shall submit detailed terms of reference for the appointment of a professional service provider (PSP) to undertake the environmental monitoring programme for water and sediment quality, dust and noise monitoring. The PSP shall meet minimum professional requirements for:

- *qualifications;*
- *professional registration;*
- *experience and track record;*
- *demonstrated proficiency in use of relevant monitoring and sampling equipment;*
- *equipment requirements and tolerances for detection limits;*
- *reporting and analysis; and*
- *confirmation of laboratory accreditation, capacity, delivery and performance within reasonable timeframes.*

6. Assurance

6.1. Reporting

Reporting is the process of measuring actual performance or how well the mitigation measures have been implemented, including the format, timing and responsibility for reporting.

6.1.1. General Reporting

Reporting by the various role players shall be undertaken in accordance to the table below.

Table 3: Periodic Reporting

Report	Timing	Prepared by	Reviewed by
Weekly	On the first day of the following week	Environmental Officer	Employers Agent with support of the ECO
Monthly	Within 7 days of completion of reporting period	Environmental Officer	Employers Agent with support of the ECO
Change Management	Whenever required	ECO / Environmental Auditor	Employers Agent / Competent Authority
Close-out Report	Within 30 days of completion of construction related activities	Environmental Officer	Employers Agent in support of the ECO
Audit Report - Internal	Within 7 days of completion of reporting period	ECO	Employers Agent
Audit Report - External	Within 7 days of completion of reporting period	Environmental Auditor	Competent Authority
Grievance	Within 7 days of grievance	Environmental Officer / Community Liaison Officer	Employers Agent with support of the ECO
Management Review	Within 7 days of management review	Contractors Senior Management	Employers Agent

6.1.2. Incident Reporting

The Contractor shall undertake incident reporting in accordance to the below table. Please note that NEMA Section 30 and 30A have prescriptive timeframes in which a Competent Authority is to be notified.

Table 4: Incident Reporting

Reporting	Action	Responsibility	Timeframe
	Report incident to Employers Agent / Engineer	City of Cape Town, Employers Agent / Engineer and Contractor	Immediate notification
	Incident report submitted to the Employers Agent / Engineer		Within 7 days of incident
	Contractor to select appropriate remedy to rectify non-conformance and provide revised method statement to the Employers Agent for approval.		Within 10 days of incident

6.2. Implementation (Contractor)

6.2.1. Weekly environmental and social monitoring reports¹;

The Contractor shall undertake daily site inspections, the outcomes of which shall be submitted in a weekly report to the Employers Agent. Such reports shall include:

- *a summary of the results of the daily and weekly inspections;*
- *any non-conformances and corrective actions taken;*
- *work status and tasks to be completed;*
- *environmental activities undertaken;*
- *environmental incidents or grievances;*
- *environmental monitoring;*
- *consultation undertaken;*
- *progress of reinstatement; and*
- *results of any audits undertaken.*

6.2.2. Monthly environmental and social audit reports;

The Contractor shall submit a consolidated and detailed monthly report to the Employers Agent.

6.3. Supervision (Engineer)

6.3.1. Corrective Action Requests

A Corrective Action Request (CAR) shall be issued to the Contractor instructing the initiation of corrective action. The Contractor shall initiate an investigative process to determine root cause, thereby preventing future recurrence, within the timeframe prescribed by the Employers Agent.

Follow up actions shall be assessed by the ECO to verify implementation of approved corrective actions, recommendations and their effectiveness in preventing re occurrence.

6.3.2. Non-Conformance Report

Preceding the issuing of the Non-Conformance Report (NCR), the Contractor shall be presented with an opportunity to rectify the outstanding issue (via a CAR). Should this issue not be corrected or completed to the satisfaction of the Employers Agent, the issue shall be escalated to an NCR.

An NCR shall be issued to the Contractor as a final step towards rectifying a failure in complying with a requirement of the EMPr. The Employers Agent shall issue the NCR to the Contractor in writing.

Should the ECO assess an incident / issue and find it to be significant (e.g. non-repairable damage upon the environment), it shall be reported to the authorities and immediately escalated to the level of an NCR. This shall be done in consultation with the Employers Agent.

The following information should be recorded in the NCR:

¹ Please note that small developments may substitute the weekly report in lieu of a monthly report. The Employers Agent shall determine reporting frequency.

- *details of non-conformance;*
- *any plant or equipment involved;*
- *any chemicals or hazardous substances involved;*
- *work procedures not followed;*
- *any other physical aspects; and*
- *nature of the risk.*

Actions agreed by all parties following consultation shall adequately address the identified non-conformance. This shall take the form of specific control measures and take the hierarchy of controls into account. This shall accompany the NCR for filing purposes.

The agreed timeframe by which the Contractor shall have implemented the actions shall be documented in the NCR.

All NCR's shall be tracked and managed according to the development's quality control protocols.

The Employers Agent shall verify that the agreed actions have taken place on or soon after the agreed completion date. Where the actions are complete, the Employers Agent and Contractor shall sign the Close-Out portion of the Non-Conformance Form and file it with the contract documentation.

6.4. Audits (ECO and Environmental Auditor)

In addition to the prescribed monitoring undertaken by the Contractor, comprehensive audits shall be undertaken to determine the efficacy of the management measures implemented to manage and mitigate impacts.

6.4.1. Internal Audits

Detailed audit reports shall be drafted by the ECO indicating system deficiencies, non-conformances and adverse or potentially adverse environmental conditions arising from construction related activities.

The audit reports shall provide verifiable findings on the level of performance compliance; the ability to sufficiently provide for the avoidance, management and mitigation of environmental impacts; and levels of compliance with the EMPr and any other regulatory requirement. The audit reports shall be made available to the external Environmental Auditor.

All ECO audit reports shall be submitted to the Employers Agent.

Audit reports for developments, where an EIA process has been undertaken, shall be submitted to the Employers Agent (City of Cape Town) for review prior to their submission to the relevant Competent Authority.

6.4.2. External Audits

External audits shall be undertaken by an independent Environmental Auditor, at the timeframes as prescribed by the Competent Authority. These environmental audit reports shall comply with the requirements as prescribed in Regulation 34 of the EIA Regulations, 2014, as amended.

All environmental audit reports shall be submitted to the City of Cape Town for review prior to their submission to the relevant Competent Authority.

6.5. Evaluation of Performance

6.5.1. Identify Trends

The Contractor shall analyse data obtained from monitoring programmes / audits to determine underlying patterns of performance in relation to time. Such outcomes shall aid the Contractor in implementing corrective actions, thereby pre-empting future possible environmental degradation or pollution.

6.5.2. Measure Progress

The Contractor shall monitor efficacy of mitigation measures implemented; and continually strive to improve the manner in which it protects the environment.

6.6. Review by Senior Management

The Contractor shall undertake periodic reviews by its senior management to evaluate efficacy of on-site environmental management systems in delivering the desired environmental, health, safety and social protection.

These reviews shall be undertaken at intervals dictated by the current life-cycle stage; efficacy of EMPr implementation; level of compliance to internal and external audits and level of risk posed by upcoming activities.

A report containing management review recommendations shall be submitted to the Project Management. The Employers Agent shall track the implementation of the recommendations.

The Employers Agent shall reserve the right to issue a Corrective Action Request should the Contractor fail to adequately address issue at hand.

7. Performance Specifications: Environmental Management

The Performance Specifications: Environmental Management Tables prescribe specific targets which the Contractor shall attain. The Contractor shall be cognisant of both the outcomes and targets when compiling method statements. These Performance Specifications may be used as stand-alone environmental specifications in tender documents, where required.

The mitigation measures proposed within [Annexure 7 – Environmental Best Practicable Options](#) may be used by the Contractor towards attaining targets prescribed within the Performance Specifications: Environmental Management Tables. However, compliance to the mitigation measures does not constitute compliance with the Performance Specifications: Environmental Management Tables.

Please note the Performance Specifications: Environmental Management Table numbering aligns with the [Bill of Quantities](#).

These tables shall be audited by the ECO / Environmental Auditor.

Planning

Not applicable to Contractor appointment

PSEM4 Planning	
Outcomes	Identify and proposing suitable development options resulting from strategic needs assessment, from where single option is selected.
Responsibilities	Employer Agents' professional team / City of Cape Town
Timeframes	On-going during planning
Performance Indicator	Target
1) Specialist input	a) Include all possible / associated triggered activities within EIA process.
2) Identifying and assessing all impacts	a) Include Engineer and construction experienced Environmental Planner to inform EIA process.
3) Scope definition	a) Consider potential associated activities which may trigger an EIA process and include these in the authorisations process. b) Consider potential Contractor requirements within EIA process. e.g. site camp locality and possible lay down areas.
4) Sustainability	a) Planning shall emphasise sustainable development, local procurement and jobs.

Design

Not applicable to Contractor appointment

PSEM5 Design	
Outcomes	Integrating environmental and sustainable requirements within the design to an extent that environmental protection and sustainable development are assured.
Responsibilities	Employer Agents' professional team / City of Cape Town
Timeframes	On-going during design
Performance Indicator	Target
1) Compliance Review	a) Undertake an environmental compliance review if the EIA process was undertaken by an external third party.
2) Inform Design	a) Ensure EIA outcomes, EMP, environmental authorisation and any other approval requirement are obtained and inform the design
3) Reviews of designs	a) The Environmental Planner, where applicable, shall review the final designs.
4) Aesthetics	a) Design shall restrict sky glow, light spill and glare.
5) Air quality	a) Design shall enable compliance with National Ambient Air Quality Standards, City of Cape Town Air Quality Management By-law and National Dust Control Regulation requirements, as amended.
6) Noise control	a) Design shall enable compliance with Western Cape Noise Control Regulation requirements, as amended.
7) Water quality and quantity	a) Design shall enable compliance with all applicable water quality and quantity regulatory requirements, as amended.
8) Water efficiency	b) All designs to comply with Construction Regulations 10400XB. c) Installation of solar water heaters.
9) Energy efficiency	a) All designs to comply with Construction Regulations 10400XA.

PSEM5 Design	
	b) Installation of photo-voltaic panels.
10) Waste management	a) Design shall reduce waste generation whilst promoting re-use and recycling.
11) Transit-oriented development	a) Design shall address densification, location and access to public transport.

Pre-construction

Mitigation measures proffered within [Annexure 7.3 Pre-Construction: Environmental Best Practicable Options](#) merely guide the Contractor towards achieving the below prescribed outcomes.

PSEM6 Pre-Construction	
Outcomes	Finalisation of relevant appointments / activities to an extent that development commencement is assured.
Responsibilities	Contractor to draft Method Statement(s) and implement; Employers Agent to approve and supervise; and Independent ECO to audit. City of Cape Town District Environmental & Heritage management department to be requested which Method Statements they wish to review and given the opportunity to do so.
Timeframes	Method statement compiled and approved prior to commencement of activity. Implementation and compliance to be undertaken continuously.
Performance Indicator	Target
1) Search and Rescue	a) The Contractor shall undertake all activities associated with the search and rescue operation and have these completed prior to the commencement of construction related activities.
2) Alignment to engineering requirements	a) All EIA outcomes, EMPr, Environmental Authorisation and any other regulatory requirement shall be aligned with engineering requirements.

3) Budget	a) The Contractor shall make provision for adequate budget for construction site environmental management requirements.
4) Tender review	a) The Employers Agent shall ensure an environmental review of all tender submissions is undertaken.
5) Approvals	a) The Employers Agent shall ensure all approvals have been obtained.
6) Environmental Compliance Monitoring	a) The City of Cape Town shall appoint a competent and knowledgeable ECO; and where required, an Environmental Auditor.
7) Contractors Environmental Officer	a) The Contractor shall appoint a competent and knowledgeable Contractors Environmental Officer.

Construction

Mitigation measures proffered within [Annexure 7.4 Construction: Environmental Best Practicable Options](#) merely guide the Contractor towards achieving the below prescribed outcomes.

PSEM7 Aesthetics Management	
Outcomes	Preserve aesthetics of the surrounding environment to assure the development does not become a nuisance to local communities; or negatively impacts upon the environment.
Responsibilities	Contractor to draft Method Statement and implement; Employers Agent to approve and supervise; and Independent ECO to audit.
Timeframes	Method statement compiled and approved prior to commencement of activity. Implementation and compliance to be undertaken continuously.
Performance Indicator	Target
1) Dust levels	a) Dust generation shall not exceed the regulated dust thresholds.

2) Rehabilitation of impacted works areas.	b) All areas impacted upon through construction related activities shall be rehabilitated.
3) Stockpile management	a) Stockpiles are not to be higher than 2m. b) Stockpiles shall be stabilised with no evidence of erosion.
4) Visual impact of works areas on surrounding environment	a) No grievances from stakeholders. b) Maintain good housekeeping practices.
5) Light pollution	a) No light shining into surrounding properties. b) No grievances from stakeholders.
6) Litter	a) Record of daily litter clean up. b) No litter to be found on site. c) No grievances from stakeholders.

PSEM8 Dust Management	
Outcomes	Preserve air quality levels to an extent that public health; safety and environmental protection are assured.
Responsibilities	Contractor to draft Method Statement and implement; Employers Agent to approve and supervise; and Independent ECO to audit.
Timeframes	Method statement compiled and approved prior to commencement of activity. Implementation and compliance to be undertaken continuously.
Performance Indicator	Target
1) Monitoring	a) Identify all dust sources. b) Assess effectiveness of dust control measures. c) Provide suitable data to demonstrate compliance with regulatory requirements. d) Ensure all monitoring equipment is calibrated as per manufacturer's specifications. e) Ensure all monitoring is undertaken by suitably qualified and competent individuals.

	f) Dust fall out monitoring shall be undertaken along the perimeter fence and aligned with prevailing wind directions.
2) PM10 inhalable particulates only monitored upon City of Cape Town instruction.	a) PM10 monitoring shall be in accordance with GNR 1210, National Ambient Air Quality Standards, of 24 December 2009, as amended. b) PM10 shall be monitored at sensitive (rural) receptors when construction related activities occur within 250 m of the receptors. c) PM10 shall also be measured at active construction related areas and at additional sites indicated by the Employers Agent. d) Monitoring shall be conducted/undertaken as per the regulated frequencies. g) PM10 levels shall not exceed the prescribed levels. h) PM10 monitoring shall be undertaken within work areas aligned with prevailing wind directions.
3) Dust nuisance levels.	a) Suspended (actual) dust levels shall not exceed 600 mg/m ² /day. b) The Contractor shall respond to all grievances relating to dust and air quality.
4) Dust fallout.	a) Indicative dust fallout (i.e. suspended dust concentrations that will result in fallout) shall be monitored in terms of the GNR 827, National Dust Control Regulations of 1 November 2013, as amended. b) Actual dust fallout shall be verified through sampling at sites as prescribed by the Employers Agent.

PSEM9 Earthworks Management	
Outcomes	Maintain earth works practices in a manner that public health; safety and environmental protection are assured.
Responsibilities	Contractor to draft Method Statement and implement; Employers Agent to approve and supervise; and Independent ECO to audit.
Timeframes	Method statement compiled and approved prior to commencement of activity. Implementation and compliance to be undertaken continuously.
Performance Indicator	Target
1) Topsoil and subsoil handling and management.	a) Soil horizons stockpile separately. b) Stockpiles no higher than 2 m and kept weed free.
2) Water resource management	a) Water resources shall not be negatively impacted upon through sedimentation / contamination.

3) Prevention of contamination.	a) Stockpiles shall be kept free of contamination by oils/fuels and other harmful substances.
4) Reinstatement of previous land use practices.	a) No complaints from stakeholder's. b) No erosion.
5) Placement of stockpiles within specifically demarcated areas.	a) No stockpiles within the 1:20 flood line of a watercourse or within 50m of delineated wetland. b) No stockpile outside of areas indicated in the construction drawings.
6) Spoil disposal.	a) No spoil disposed of anywhere other than designated spoil areas or at a registered landfill site as identified by the Employers Agent. b) Contractor shall attain prescribed waste targets.

PSEM10 Erosion Management	
Outcomes	Preserve soil and vegetation cover to an extent that minimal loss of soil through erosion can be assured.
Responsibilities	Contractor to draft Method Statement and implement; Employers Agent to approve and supervise; and Independent ECO to audit.
Timeframes	Method statement compiled and approved prior to commencement of activity. Implementation and compliance to be undertaken continuously.
Performance Indicator	Target
1) Erosion prevention.	a) All gradients > than 1:2 (vertical: horizontal) stabilised within one week of their exposure. b) Formalised storm water structures must be designed and implemented along roads susceptible to erosion. c) Slopes > 1:1 must have additional anti-erosion mechanisms (berms, silt fences or geo-textiles). d) No evidence of erosion or damage to erosion control devices. e) No collapse/subsidence of banks at water crossings or steep slopes. f) No significant changes to ground level, drainage patterns or vegetative cover as a result of erosion or sedimentation.

2) Control alien invasive species.	a) Records of monthly alien invasive species clearing. b) The Contractor shall keep the development footprint free of alien invasive species.
3) Existing land use protection.	a) No evidence of disturbance outside of development footprint area.
4) Rehabilitation of impacted areas.	a) The Contractor shall attain rehabilitation targets.
5) Water quality as indicator of levels of soil erosion.	a) The Contractor shall attain prescribed water quality targets.
6) Storm water	a) Monitor and maintain storm water infrastructure and review storm water management initiatives, where applicable.

PSEM11 Fauna and Flora Management	
Outcomes	Preserve the environment to an extent that fauna and flora are protected; and prevention of alien invasive species infestation can be assured.
Responsibilities	Contractor to draft Method Statement and implement; Employers Agent to approve and supervise; and Independent ECO to audit.
Timeframes	Method statement compiled and approved prior to commencement of activity. Implementation and compliance to be undertaken continuously.
Performance Indicator	Target
1) Reduction of extent of impacts.	a) No evidence of disturbance outside of the approved development footprint.
2) Identification and protection of ecologically sensitive areas.	a) All sensitive environments shall be identified and afforded appropriate protection. b) No go areas are clearly demarcated and adhered to.
3) Identification and	a) Proof of training of staff for identification and rescue and relocation of known conservation worthy species.

protection of species.	b) No unauthorised collection of or disturbance to fauna and flora. c) Search and rescue operations shall include consultation with the City of Cape Town's Biodiversity Management Branch.
4) Landowner requirements	a) No grievances from landowners. b) Each indigenous tree, shrub or bulb removed through search and rescue operations shall be replanted in the area from where it came or in an area as advised by the City of Cape Town Biodiversity Management Branch.
5) Wildlife and livestock management.	a) Access to individual land portions shall be controlled through the appropriate use of gates. b) All livestock injuries or fatalities shall be investigated, recorded and reported to the Employers Agent and the respective landowner. c) The Contractor shall restrict vehicle speeds within the development footprint to prevent faunal fatalities.
6) Management of alien invasive species.	a) Proof of scheduled removal of alien invasive vegetation. b) Chemical control of invasive species to be undertaken under the auspices of a Department of Agriculture, Forestry and Fisheries (DAFF) authorised Pest Control Officer (PCO). c) No alien invasive vegetation growth within development footprint.

PSEM12 Fire Management	
Outcomes	Prevent and control fires to an extent that public health; safety; property and environmental protection are assured.
Responsibilities	Contractor to draft Method Statement and implement; Employers Agent to approve and supervise; and Independent ECO to audit.
Timeframes	Method statement compiled and approved prior to commencement of activity. Implementation and compliance to be undertaken continuously.
Performance Indicator	Target
1) Number of fires.	a) Zero (0) fires.
2) Emergency preparedness.	a) Proof of annual update and approval of the fire management response plan. b) Proof of management review of fire preparedness and response before onset of fire season. c) Proof of six-monthly fire and emergency drills every six months and effectiveness thereof audited. d) Emergency response plan implemented. e) Safety management plan implemented.

3) Adequate fire protection measures.	a) Proof of Municipal Fire Chief being informed. b) Compliance with SANS 10131. c) Fire-fighting equipment shall be available at all high risk or points of storage of flammable products. d) STP Dry Powder Fire Extinguishers shall be used and at least one shall be provided per 50m² of industrial floor surface area. e) Proof of examination of fire extinguishers on a continual basis. f) All activities undertaken shall be managed to mitigate risk of fire.
4) Compliance with regulatory and procedural requirements.	a) Storage of hazardous/flammable materials and substances to comply with national, provincial and local regulatory requirements. b) Proof of reporting of fire incidences to authorities. c) No uncontrolled fires within the development footprint. d) No build-up of flammable material on or adjacent to the development footprint.
5) Adequate fire protection measures in place in rural areas.	a) Fire breaks in place, in consultation with respective landowners, the width of which to be determined by the Fire Protection Association (FPA). b) Proof of membership/registration with the local FPA. c) Presentation of the Fire Danger Index (FDI) for the area.

PSEM13 Hazardous Substance Management	
Outcomes	Preserve the receiving environment, well-being of staff and local communities through appropriate hazardous substance storage, handling, disposal and pollution prevention.
Responsibilities	Contractor to draft Method Statement and implement; Employers Agent to approve and supervise; and Independent ECO to audit.
Timeframes	Method statement compiled and approved prior to commencement of activity. Implementation and compliance to be undertaken continuously.
Performance Indicator	Target
1) Adequate measures implemented for the containment	a) All hazardous substance storage areas shall be equipped with appropriate spill kits and fire-fighting equipment. b) All hazardous substances shall be stored in well ventilated secondary (impermeable) containers / bunds capable of 110% of the volume of the container. A tap-off system shall be installed through which leakages and spills can be removed.

of hazardous substances.	c) All staff required to handle and use such hazardous substances shall receive adequate training. d) All necessary approvals with respect to hazardous substances shall be obtained from the appropriate authorities and shall comply with standard fire safety regulations. e) All chemicals shall be stored in specifically designed, lockable storage areas where reactive substances are classed and segregated. Storage shall comply with the manufacturers Material Safety Data Sheet (MSDS) and local and national legislative requirements. f) Hazardous waste and waste fuels and oils shall be stored in appropriate containers that will not corrode or leak. These containers shall be properly marked to indicate contents.
2) Hazardous substance management.	a) All hazardous substances stored on site shall be recorded within a checklist. b) All hazardous substances shall be labelled according to the chemical hazard rating and adequate signage be displayed indicating the appropriate management measures to be implemented in the event of a spill/fire. c) Only specifically trained personnel shall be permitted to use and handle the hazardous substances. Certificates of training shall be provided to the Employers Agent for final approval. d) Substances used shall be the least environmentally harmful chemical available for the undertaking of specific duties/requirements.
3) Incident management	a) Ensure that the necessary materials and equipment for dealing with oil, fuel and hazardous substance spills, leaks and fires are available on site and up to date at all times. b) The following symbolic safety signs shall <i>inter alia</i> be depicted: "No Smoking", "No Naked Lights" and "Danger". c) These signs shall conform to the requirements of SANS 1186-1 and are to be prominently displayed in and around the storage area. d) The volume and contents of the tanks shall be displayed using the emergency information system detailed in SANS 10232-1. e) Signage containing clearly displayed emergency contact numbers shall be provided.
4) Fire fighting	a) Suitable fire-fighting equipment shall be stored in close proximity and all personnel be made aware of the dangers of burning chemicals/smoke inhalation.
5) Personnel protection	a) No smoking shall be permitted in the vicinity of the store/s and adequate fire-fighting equipment shall be provided at hazardous substance storage and dispensing areas. b) All staff working with hazardous substances shall wear PPE.
6) Sewage management	a) No environmental contamination due to sewage management.
7) Cement /	a) Cement / concrete shall only to be mixed within Employers Agent approved localities.

Concrete management	b) Waste cement / concrete shall only be disposed of at Employers Agent approved localities. c) Facilities used to wash plant / equipment used in the mixing / transporting / placement of concrete shall be Employer Agent approved.

PSEM14 Heritage Management	
Outcomes	Preserve heritage resources to an extent that no loss, defacement or damage thereof can be assured.
Responsibilities	Contractor to draft Method Statement and implement; Employers Agent to approve and supervise; and Independent ECO to audit.
Timeframes	Method statement compiled and approved prior to commencement of activity. Implementation and compliance to be undertaken continuously.
Performance Indicator	Target
1) Protection of heritage resources.	a) No removal, damaging or alteration to heritage resources, unless proof of consultation with a heritage specialist and approval from H:WC is in place. b) All buildings and or structures older than 60 years shall require a permit should they be changed or demolished.
2) Management of chance finds.	a) Records of chance findings shall be kept. b) Where chance finds are unearthed, proof of work being stopped and proof of consultation with heritage specialist and H:WC shall be kept on site. c) The unearthing of graves must immediately be reported to the Employers Agent, the South African Police Service and H:WC. An archaeologist shall be notified and the area shall be cordoned off from all works until the archaeologist has completed an investigation and proposed recommendations, in consultation with H:WC.

PSEM15 Land Owner Liaison	
Outcomes	Preserve the rights of affected landowners to an extent that no significant grievances are raised.
Responsibilities	Contractor to draft Method Statement and implement; Employers Agent to approve and supervise; and Independent ECO to audit.
Timeframes	Method statement compiled and approved prior to commencement of activity. Implementation and compliance to be undertaken continuously.

Performance Indicator	Target
1) Communication with landowners.	a) Communications register (for grievances) shall be kept at the site office. b) No reports of complaints not being dealt with promptly. c) Minutes of meetings held with local community members and other stakeholders. d) Notify landowners in advance in the event of construction related activities likely to cause disruptions to current land use practices.
2) Safety of the work environment.	a) PPE is available and worn by staff and visitors. b) The site, together with all excavations shall be safe guarded. In addition, barriers and warning signs shall be placed around all excavations. c) Site boundary fence shall display relevant signage. d) Demarcate "no-go" areas and restrict access.
3) Gates.	a) Maintain status of gates (keep "closed" gates closed; and "open" gates open).
4) Landowner database.	b) Maintain a database of landowners contact details. c) New landowners shall be briefed on the construction programme.
5) Provision of skills training.	a) Provide suitable training to all employees to ensure no grievances lodged.
6) Site camp.	a) The site camp shall obtain all relevant approvals prior to establishment.
7) Working hours	b) No work before 7 am and after 6 pm Monday to Saturday, nor on Sundays/Public Holidays,

PSEM16 Noise Management	
Outcomes	Preserve noise levels to an extent that public health; safety and environmental protection are assured.
Responsibilities	Contractor to draft Method Statement and implement; Employers Agent to approve and supervise; and Independent ECO to audit.
Timeframes	Method statement compiled and approved prior to commencement of activity. Implementation and compliance to be undertaken continuously.
Performance Indicator	Target

1) Notification of sensitive receptors.	a) Sensitive receptors shall be notified of the timing and duration of the construction related activities and the potential noise nuisance it may cause. b) Respond to all noise related grievances received and implement mitigation measures.
2) Noise levels.	a) Noise levels shall be monitored to comply with SANS 10103:2008 and Occupational Health and Safety Act requirements.
3) Deviations from normal construction related activity conditions.	a) All construction related works shall be undertaken during normal prescribed / agreed daylight hours. b) All works that deviate from normal construction related conditions shall be reported and actions initiated to mitigate against recurrence of the incident.
4) Vibration	a) Vibration monitoring shall be in compliance with regulatory requirements (BS 7385-2 (ISO 4866) Evaluation and measurement for vibration in buildings – Part 2: guide to damage levels from ground-borne vibration).

PSEM17 Rehabilitation Plan	
Outcomes	Reinstate impacted areas to an extent that agricultural; commercial, and environmental protection are assured.
Responsibilities	Contractor to draft Method Statement and implement; Employers Agent to approve and supervise; and Independent ECO to audit.
Timeframes	Method statement compiled and approved prior to commencement of activity. Implementation and compliance to be undertaken continuously.
Performance Indicator	Target
1) Restoration of soil profile at disturbed areas.	a) Where restoration of indigenous vegetation is to take place, topsoil and surface management needs shall be in accordance with a restoration plan as agreed with the City of Cape Town's Biodiversity Management Branch
2) Rehabilitation of steep slopes.	a) Stabilisation of steep slopes shall be a priority, with engineered solutions being investigated to ensure slope stabilisation.
3) Removal of alien invasive vegetation	a) Proof of scheduled removal of alien invasive species re-establishing on cleared areas, stockpiles and throughout rehabilitation shall be undertaken

species.	
4) Site specific rehabilitation requirements.	a) Proof of discussions with landowners about specific rehabilitation requirements. All vegetative matter removed during the search and rescue operation shall be replanted in the area that they were rescued from or in an area determined in consultation with the City of Cape Town Biodiversity Management Branch.
5) Reinstatement of watercourse soils.	a) The final placement of layers of soil on the watercourse bed shall match the pre-disturbance profile. b) Replaced soil shall be compacted and at the same level as adjacent soil. c) Water resistant layers must be determined before disturbance shall be reinstated.
6) Appropriate re vegetation with correct seed mix.	a) The seed mix for use in rehabilitation shall be an approved mix of indigenous species common to the area. The Tender Data shall indicate the approved seed mix guideline. The seed mix shall contain pioneer, sub-climax and climax species. Contractor shall inform the Employers Agent to deviations from this seed mix prior to the purchase of seed. The City of Cape Town Biodiversity Management Branch shall be consulted with regard to seed mixes and restoration methodologies where indigenous vegetation is to be re-established.
7) Timing of rehabilitation actions.	a) Seeding operations shall coincide with rainfall events or as part of a managed watering programme.
8) Vegetated cover of rehabilitated areas shall correlate with the cover of the surrounding natural vegetation.	The below targets only applicable where grass cover is prescribed: a) A 50% grass cover shall be achieved within 1 month of the onset of the next growing season following hydro seeding and 80% cover within 2 months thereafter. Minimum of 60% mature vegetation cover being achieved during the first growth season. Minimum of 80% mature vegetation cover achieved at the end of the maintenance period. Canopy cover shall be used to determine ground cover percentage. b) Grass shall set seed over a minimum of two seasons.

PSEM18 Social Aspect	
Outcomes	Preserve good relations with neighbouring communities to an extent that maximum social benefits, and minimum negative impacts are assured.
Responsibilities	Contractor to draft Method Statement and implement; Employers Agent to approve and supervise; and Independent ECO

	to audit.
Timeframes	Method statement compiled and approved prior to commencement of activity. Implementation and compliance to be undertaken continuously.
Performance Indicator	Target
1) Communication with local community and stakeholders.	a) Communications register shall be kept on site. b) No reports of grievances not being dealt with promptly. c) Minutes of meetings held with local community members and other stakeholders.
2) Representative workforce/equitable procurement.	a) Employ a "local first" employment policy. b) Procurement policy targets provided by the Employers Agent shall be met.
3) Safety of the work environment.	a) Personal Protective Equipment (PPE) is available and worn by staff and visitors.
4) Exit Strategy.	a) Proof of training for skills required in the greater area that can be used after construction related activities have ended. b) Report detailing intentions for materials (for example wood and other building material) or structures no longer required that can be donated to the local community, with the approval of the Employers Agent.

PSEM19 Soil Management	
Outcomes	Preserve soil to an extent that erosion and contamination prevention is achieved; and topsoil volumes for rehabilitation can be assured.
Responsibilities	Contractor to draft Method Statement and implement; Employers Agent to approve and supervise; and Independent ECO to audit.
Timeframes	Method statement compiled and approved prior to commencement of activity. Implementation and compliance to be undertaken continuously.
Performance Indicator	Target
1) Topsoil and subsoil handling and	a) Soil horizons (stockpile separately) b) Stockpiles shall be no higher than 2 m and kept weed free.

management.	c) Prevent erosion of soil.
2) Prevention of contamination.	a) Stockpiles free of contamination by oils/fuels and other harmful substances.
3) Reinstatement of land use practices.	a) Reinstatement land use to former land use practice.
4) Placement of stockpiles within specifically demarcated areas.	a) No stockpiles within the 1:20 flood line or within 50 meters of delineated wetlands. b) No stockpile outside of areas indicated in the construction diagrams.
5) Spoil disposal.	a) No spoil disposed of anywhere other than designated spoil areas or at a registered landfill.
6) Construction programme	a) In the event construction occurs during the rainfall season, measures shall be implemented to minimise disruption of the soil profiles. These shall be removed and impacted areas re-vegetated.

PSEM 20 Sustainable Management	
Outcomes	Preserve critical resources to an extent that the optimisation of energy-use; protection and conservation of water can be assured.
Responsibilities	Contractor to draft Method Statement and implement; Employers Agent to approve and supervise; and Independent ECO to audit.
Timeframes	Method statement compiled and approved prior to commencement of activity. Implementation and compliance to be undertaken continuously.
Performance Indicator	Target
1) Energy efficient construction site office building design	a) The Contractor shall ensure site offices and associated buildings comply with Construction Regulations 10400XA.

2) Electricity conservation	
3) Water conservation	a) The Contractor shall ensure all facilities comply with Construction Regulations 10400XB.
4) Dust suppression	a) The Contractor shall implement dust suppression measures using non potable water.

PSEM21 Traffic Management	
Outcomes	Preserve road traffic levels to an extent that public health; safety and environmental protection are assured.
Responsibilities	Contractor to draft Method Statement and implement; Employers Agent to approve and supervise; and Independent ECO to audit.
Timeframes	Method statement compiled and approved prior to commencement of activity. Implementation and compliance to be undertaken continuously.
Performance Indicator	Target
1) Traffic management.	a) No accidents or incidents. b) No complaints from the public.
2) Landowners have access to properties.	a) The City of Cape Town to supply all landowners with access to their properties via agreed temporary servitudes, where applicable.
3) Road traffic safety.	a) Road condition shall be retained in an acceptable condition on all routes. b) Appropriate signage provided, where applicable.
4) Prevention of environmental degradation.	a) No new roads constructed outside of the development footprint. b) No new roads constructed without the approval of the Employers Agent within the development footprint. c) No evidence of disturbance by vehicles outside of the development footprint. d) No environmental degradation due to storm-water run-off from access and temporary roads. e) Dust entrainment shall comply with prescribed dust regulations. f) The width of the access and temporary servitude roads shall be kept to a minimum.

PSEM22 Training Programme	
Outcomes	Foster skills transfer, environmental awareness, health and safety awareness and materials and equipment skills.
Responsibilities	Contractor to draft Method Statement and implement; Employers Agent to approve and supervise; and Independent ECO to audit.
Timeframes	Method statement compiled and approved prior to commencement of activity. Implementation and compliance to be undertaken continuously.
Performance Indicator	Target
1) Provision of effective training.	a) All employees shall receive general construction related work skills training required to enable them to work safely and effectively, including: • Basic Environmental Awareness Training. • Spill and emergency management. • Health and safety. • Emergency drills. • Fire-fighting. • Disaster management. • Heritage resource and grave identification.
2) Training.	a) All staff shall: • be inducted prior to commencing work; • receive regular task based / skills training; • receive weekly environmental toolbox talks; • undergo six monthly refresher (environmental) training; and • be retrained as per corrective action outcome(s). b) Records to be retained indicating attendance and content c) Regular refresher course to be presented to all staff d) Demonstrate effectiveness of training presented e) All incidents to be reported

PSEM23 Waste Management	
Outcomes	Embrace waste hierarchy principles to an extent that waste generation is reduced; reuse and recycling is promoted; all

	waste streams receive responsible treatment; and safe disposal is assured.
Responsibilities	Contractor to draft Method Statement and implement; Employers Agent to approve and supervise; and Independent ECO to audit.
Timeframes	Method statement compiled and approved prior to commencement of activity. Implementation and compliance to be undertaken continuously.
Performance Indicator	Target
1) Proper waste disposal.	a) Proof of waste generated, reused, recycled and disposed of, including disposal certificates, shall be kept on site. b) No contamination of soil, air and water due to inappropriate waste management. c) Disposal of hazardous waste shall be conducted by a licensed contractor / professional service provider. d) Store and handle all hazardous materials and waste in accordance to their respective material safety data sheets. e) Waste to be disposed of at registered landfill site. f) No build-up / accumulation of waste permitted. g) The waste manifest shall be kept on record for auditing purposes.
2) Waste reduction.	a) Reduce disposal of recyclable or reusable materials to landfill sites by 50%. Such recyclable and reusable material shall include: • steel; • aluminium; • paper; • plastic; and • oil. b) An approved recycling company shall be appointed to manage the respective collection and recycling and or re use of waste materials.
3) Environmental contamination.	a) All waste streams stored in appropriately marked containers. b) Containers of hazardous waste and waste oils shall be stored in a bunded, weatherproof area. c) No evidence of contamination by waste. d) All spills to be reported and included within reports to be submitted to the Employers Agent.
4) Good housekeeping.	a) Weather and scavenger proof bins provided at all points where waste is to be generated. b) No evidence of litter. c) Chemical ablution facilities at a ratio of 1:15 shall be placed within 50 m of all work areas. d) Chemical ablution facilities not within 32 m of a watercourse.

	e) Chemical ablution facilities kept in clean user friendly state. f) Chemical ablution facilities shall be secured.

PSEM224 Water Management	
Outcomes	Preserve water quality levels and quantity used / discharged to an extent that the integrity of affected water resources is assured.
Responsibilities	Contractor to draft Method Statement and implement; Employers Agent to approve and supervise; and Independent ECO to audit.
Timeframes	Method statement compiled and approved prior to commencement of activity. Implementation and compliance to be undertaken continuously.
Performance Indicator	Target
1) Watercourse water quality. 2) Variables and frequencies to be monitored as per regulated prescribed minimum requirements.	a) Less than 10% change between values measured 300 m upstream and within 50m downstream of where construction related activities are to occur. b) Water quality monitoring during period when contaminated water is being released into a watercourse / environment.
3) Contaminated water monitoring. 4) Variables and frequencies to be monitored as per regulated prescribed minimum	a) Values for variables measured shall fall below the specific limits indicated in regulated prescribed minimum requirements, before release into the receiving environment.

requirements.	
5) Water management.	a) No storm water flowing through site (unless in a dedicated storm water channel). b) No storm water flowing onto areas of low / poor stabilisation. c) Control erosion on all construction areas. d) Prevent contamination of water resources. e) Obtain necessary regulatory approvals prior to commencement of works. f) Introduction of formalised anti erosion and storm water management works within areas susceptible to erosion. These works shall be properly maintained. g) Construction related activities within, across, under or immediately adjacent to watercourses, wetlands; and areas subject to flooding, are to be programmed to occur during the dry months. h) No handling of hazardous substances without necessary personal protective and spill containment equipment and procedures in place. i) Volumes of both water abstraction and use shall be recorded and reported upon. j) Clean water and dirty water systems shall be managed independently and kept separate. k) No water shall be discharged into the municipal storm water system without prior authorisation and compliance with regulated prescribed minimum requirements. l) Non potable water shall be used for all construction related activities, unless approved by the Employers Agent.

Decommissioning

Mitigation measures proffered within [Annexure 7.5 Decommissioning: Environmental Best Practicable Options](#) merely guide the Contractor towards achieving the below prescribed outcomes.

PSEM25 Decommissioning	
Outcomes	Perform decommissioning activities in a manner which is legally compliant; does not impact the health and well-being of the environmental and local community.
Responsibilities	Contractor to draft Method Statement and implement; Employers Agent to approve and supervise; and Independent ECO to audit.

Timeframes	Method statement compiled and approved prior to commencement of activity. Implementation and compliance to be undertaken continuously.
Performance Indicator	Target
1) Environment	a) The Contractor shall prevent adverse environmental and community impacts from decommissioning activities. b) The Contractor shall prevent loss of soil and creation of dust. c) The Contractor shall minimise any degradation of the quality of water leaving the site. d) The Contractor shall minimise the generation of excessive construction waste, including litter. e) Minimise contamination of the environment from dust.
2) Contamination	a) The Contractor shall minimise the risks to the environment and human health as a result of decommissioning activities. b) The Contractor shall ensure construction workers engaged in earthworks or demolition activities or off-site disposal of waste are aware of potential contamination issues through site inductions, environmental training and at daily toolbox meetings, and undertake these activities in accordance with applicable regulatory requirements. c) The Contractor shall ensure that all earthworks, construction and demolition activities which could intercept or expose contaminants of potential concern are managed to prevent storm water or dust discharge.
3) Noise	a) The Contractor shall use of lowest practicable noise emitting equipment and plant; noise levels will be considered in the selection of all plant and equipment, including the use of bored piles rather than driven piles where appropriate. b) The Contractor shall inspect all equipment to ensure that any noise mitigation (e.g. mufflers) is suitable.
4) Traffic	a) The Contractor shall prevent vehicle accidents and protect life and property. b) The Contractor shall avoid or minimise environmental damage and visual and noise disturbance due to vehicular traffic.
5) Construction Timing and Impacts	a) The Contractor shall provide appropriate mechanisms for the collection, treatment, recycling, reuse and disposal of construction waste and litter. b) The Contractor shall prevent environmental degradation caused by the inappropriate disposal of construction waste and litter. c) The Contractor shall provide for the environmentally responsible disposal of all construction wastes and litter. d) The Contractor shall conserve resources and maximise the recovery of reusable materials. e) The Contractor shall formulate and implement a waste minimisation strategy.
6) Budget	a) The Contractor shall make provision for adequate budget for site environmental management requirements.
7) ECO	a) The City of Cape Town shall appoint a competent and knowledgeable ECO; and where required, an Environmental Auditor.

8) Contractors Environmental Officer	a) The Contractor shall appoint a competent and knowledgeable Contractors Environmental Officer

Annexures

Guidelines

The Contractor is advised to include these Annexures within their on-site Environmental File. They are to be used to inform “how” the EMP is to be implemented during construction related activities.

Annexure 1: Provision of details of the author(s) and related expertise

Provision of details of the author(s) and related expertise, as per requirements contained within Annexure 16 EMP Alignment with NEMA Sec 24N

Annexure 2 - Legislation, Permits, Standards and Guidelines

Provides Legislation, Permits, Standards and Guidelines against which the Contractor is to adhere during the development.

Annexure 3 - City of Cape Town By-Laws

Provides City of Cape Town by-laws

Annexure 4 - Potential Authorisations / Permits / Licences Required Prior to Construction Commencement

Due to the evolving nature of developments; regulatory changes; and Contractor requirements, additional authorisations / permits / licenses may be required to augment those already obtained. This Annexure provides a summary to potential further regulatory requirements.

Annexure 5 – Environmental Authorisation / Water Use License

The Contractor is advised that developments which trigger an EIA / WUL may place further Conditions on the Contractor against which compliance is required. The Contractor is advised to be cognisant of these additional requirements and price accordingly.

Annexure 6 - City of Cape Town Environmental Policy

Provides the City of Cape Town’s Environmental Policy

Annexure 7 - Environmental Best Practicable Options

Provides for Environmental Best Practicable Options which the Contractor may use to achieve compliance to the Outcomes contained within the Performance Specifications: Environmental Management. The Contractor should note that not all proffered mitigation measures will be suitable for all circumstances. The mitigation measures merely provide possible mechanisms to resolving risks / impacts. These mitigation measures do not absolve the Contractors from identifying appropriate mitigation measures for risks / impacts.

These are not auditable.

Annexure 8 – Site Plan

Provides further details relating to the Site Plan.

Annexure 9 - Method statement

This Annexure provides the Contractor with the minimum requirements to be included within the method statement.

It is incumbent upon the Contractor to provide a task or activity focussed method statement, providing the Employers Agent a holistic overview of all aspects associated with undertaking of the task / activity.

A method statement template has specifically not been provided to ensure that the method statement submitted by the Contractor aligns with Contractor QMS requirements.

Annexure 10 - Sensitivity Mapping

Provides for sensitivity mapping of “no-go” areas where the Contractor’s activities are to be restricted.

Annexure 11 – Environmental Monitoring of Water

Provides for the monitoring of waste water generated due to construction related activities; and its discharge into a water resource, as per regulatory requirements.

Annexure 12 – Environmental Monitoring of Dust

Provides for the monitoring of dust generated due to construction related activities, as per regulatory requirements.

Annexure 13 – Environmental Monitoring of Noise

Provides for the monitoring of noise generated due to construction related activities, as per regulatory requirements.

Annexure 14 - General Conditions of Contract

Provides for references relate to the SAICE General Conditions of Contract 2015 (GCC).

Annexure 15 - Bill of Quantities

Provides for a mechanism in assisting the Contractor to accurately price for works to be undertaken.

Annexure 16 – EMPr Alignment with NEMA Sec 24N

Provides for a cross link to ensure EMPr contents complies with NEMA Section 24 N, together with Appendix 4 of GNR 982 the EIA Regulations, 2014, as amended.

Annexure 17 - Typical Aspects and Impacts Table

Provides for typical aspects and impacts generally associated with the various life cycle phases of a development. In the absence of an EIA Aspects and Impact Table, this table shall prompt the Contractor in the anticipation of possible risks. The Contractor is to use the Tables as a guideline in assessing risks / impacts when compiling method statements.

Annexure 18 – Site Environmental Management Plan

Small construction related activities not triggering an EIA process and not taking place in a sensitive environment (e.g. biodiversity areas, watercourses or wetlands and the coastal zone) may be governed by the SEMP.

Annexure 1 - Details of Author(s) and related expertise

Declaration

I, as the appointed specialist hereby declare/affirm the correctness of the information provided or to be provided as part of the application, and that I:

- in terms of the general requirement to be independent:
 - other than fair remuneration for work performed/to be performed in terms of this application, have no business, financial, personal or other interest in the activity or application and that there are no circumstances that may compromise my objectivity; or
 - am not independent, but another specialist that meets the general requirements set out in Regulation 13 have been appointed to review my work (Note: a declaration by the review specialist must be submitted);
- in terms of the remainder of the general requirements for a specialist, am fully aware of and meet all of the requirements and that failure to comply with any the requirements may result in disqualification;
- am aware that a false declaration is an offence in terms of regulation 48 of the NEMA EIA Regulations, 2014, as amended.

Note: The terms of reference of the review specialist must be attached.

Signature of the specialist:

Name of company:

Date:

Qualifications	
Expertise	

Annexure 2 - Legislation, Permits, Standards and Guidelines

Table 5: List of Applicable Legislation and Guidelines

Legislation	Sections	Relates to
The Constitution Act (No 108 of 1996)	Chapter 2	Bill of Rights
	Section 24	Environmental rights
	Section 25	Rights in property
	Section 32	Administrative justice
	Section 33	Access to information
National Environmental Management Act (No 107 of 1998) as amended	Section 2	Defines the strategic environmental management goals, principles and objectives of the government. Applies through-out the Republic to the actions of all organs of state that may significantly affect the environment
	Section 24	Provides for the prohibition, restriction and control of activities which are likely to have a detrimental effect on the environment.
	Section 28	Duty of care and remediation of environmental damage. The scheme owner has a general duty to care for the environment and to institute such measures as may be needed to demonstrate such care. The duty of care has been amended to include significant pollution or degradation that occurred before the commencement of NEMA that arises or is likely to arise at a different time from the actual activity that caused the contamination or that arises through an act or activity of a person that results in a change to pre-existing contamination. A criminal sanction may be imposed on the responsible person for failure to comply with the reporting requirements and obligations to address the Duty of Care.
	Section 30	Control of emergency incidents. Responsible person's duties relating to reporting and remediation actions regarding emergency incidents. A criminal sanction may be imposed on the responsible person for failure to comply with the reporting requirements and obligations to address any emergency incidents.
Environment Conservation Act (No 73 of 1989) and regulations	The Act has been substantially repealed by NEMA. However, there are certain regulations under the Act which are still in operation such as the National Noise Control Regulations.	
National Environmental Management:	Section 16	General duty in respect of waste management
	Section 17	Reduction, re-use, recycling and recovery of waste

Legislation	Sections	Relates to
Waste Act (No 59 of 2008) (NEMWA)	Section 26	Prohibition of unauthorised disposal of waste.
	Section 27	Littering
National Environmental Management: Biodiversity Act, 2004 (Act 10 of 2004) (NEMBA)	Sections 65-69	These sections deal with restricted activities involving alien species; restricted activities involving certain alien species totally prohibited; and duty of care relating to alien species
	Sections 71 and 73	These sections deal with restricted activities involving listed invasive species and duty of care relating to listed invasive species.
National Environmental Management: Air Quality Act (No 39 of 2004) and Regulations	Section 22A	Section 22A Consequences of unlawful conduct of Listed Activity
	Section 23	Controlled Emitters
	Section 32	Control of dust National Dust Control Regulations National Ambient Air Quality Standards
	Section 34	Control of noise
	Section 35	Control of offensive odours
	Schedule 2	Ambient air quality standards
	Section 21(1)b	GN 893. Listed Activities and Minimum Emission Standards
National Environmental Management: Integrated Coastal Management Act (No 24 of 2008) (NEMICMA)	Section 58	Duty to avoid causing adverse effects on coastal environment
	Section 60	Repair or removal of structures within coastal zone
	Section 63	Environmental authorisations for coastal activities
	Section 69	Discharge of effluent into coastal waters
	Section 70	Prohibition of incineration or dumping at sea
	Section 71	Dumping permits
Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (No 36 of 1947) and regulations	Sections 3 to 10	Control of the use of registered pesticides, herbicides (weed killers) and fertilisers. Special precautions must be taken to prevent workers from being exposed to chemical substances in this regard. Workers handling these remedies must also be registered in terms of the Act.
Conservation of Agricultural Resources Act (No 43 of 1983) and regulations	Section 5, 6	Implementation of control measures for alien and invasive plant species.

Legislation	Sections	Relates to
National Heritage Resources Act (No 25 of 1999)	Section 34	No person may alter or demolish any structure or part of a structure which is older than 60 years without a permit issued by the relevant provincial heritage resources authority.
	Section 35	No person may, without a permit issued by the responsible heritage resources authority destroy, damage, excavate, alter, deface or otherwise disturb any archaeological or paleontological site.
	Section 36	No person may, without a permit issued by the South African Heritage Resource Agency (SAHRA), or a provincial heritage resources authority destroy, damage, alter, exhume, remove from its original position or otherwise disturb any grave or burial ground older than 60 years which is situated outside a formal cemetery administered by a local authority. "Grave" is widely defined in the Act to include the contents, headstone or other marker of such a place, and any other structure on or associated with such place.
	Section 38	This section provides for Heritage Impact Assessments (HIAs), which are not covered under the NEMA. The HIA will be approved by the authorising body of the provincial directorate of environmental affairs, which is required to take the provincial heritage resources authorities' comments into account prior to making a decision on the HIA.
Occupational Health and Safety Act (No 85 of 1993) and regulations	General Administration Regulations GN R1449 (Section 7)	Material Safety Data Sheets must be made available at the request of any interested or affected person.
	Section 8	General duties of employers to their employees.
	Section 9	General duties of employers and self-employed persons to persons other than their employees.
		Asbestos Regulations
National Water Act (No 36 of 1998) and regulations	Section 19	Prevention and remedying the effects of pollution of a water body.
	Section 20	Control of emergency incidents
	Section 21	General principles for regulating water use
	Chapter 4	Use of water and licensing.
Hazardous Substances Act (No 15 of 1973) and regulations		Provides for the definition, classification, use, operation, modification, disposal or dumping of hazardous substances.
Minimum requirements for storage, handling and disposal of Hazardous	Section 10	Temporary hazardous waste storage: time, volume and other requirements.

Legislation	Sections	Relates to
Waste, DWAF guidelines, 1998		
National Road Traffic Act (No 93 of 1996) and regulations	Section 54	Transportation of dangerous goods.
Fencing Act (No 31 of 1963)	Section 17	Any person erecting a boundary fence may clean any bush along the line of the fence up to 1.5 metres on each side thereof and remove any tree standing in the immediate line of the fence. However, this provision must be read in conjunction with the environmental legal provisions relevant to the protection of flora.
National Veld and Forest Fires Act (No 101 of 1998)	Chapter 2	Promotes and regulates the formation of fire protection associations which aim to manage and coordinate fire protection and fire services in an area.
	Chapter 4, 5	Organizations are required to make and maintain firebreaks and fire-fighting equipment and personnel should a risk exist that a fire may start or spread from the premises.
Construction Regulations (GnR 84 of 2014)	Regulation 2 (1)	Provides for Regulations which are applicable to all persons involved in construction work.
DEA Integrated Environmental Management	DEA Integrated Environmental Management Information Series: Environmental Management Plans: DEA Guideline on compiling EMPs.	
SANS 10103	The measurement and rating of environmental noise with respect to land use, health, annoyance and to speech communication.	
SANS 10128	Bunding of fuel storage tanks.	
SANS 10232	Transportation of dangerous goods	
SANS 10400	The application of the National Building Regulations	
SANS 1072	Safe Handling of Pesticides	
SANS 1089: Part 1	The petroleum industry: storage of petroleum products in aboveground bulk installations	
SANS 10228	The identification and classification of dangerous substances and goods	
SANS 10103	South African National Noise Standard	
SANS 4866; SANS 7631: Part 1	Mechanical vibration and shock	
SANS 10328	Methods for environmental noise impact assessments	
SANS 1186	Symbolic safety signs depicting "No Smoking", "No Naked Lights" and "Danger".	
SANS 10083	The measurement and assessment of occupational noise for hearing conservation purposes	

Annexure 3 - City of Cape Town By-Laws

The City of Cape Town by-laws that may be applicable to the proposed development are listed below.

Table 6: Applicable By-laws

CoCT By-Laws	Section	Relates To
CoCT Air Quality Management By-law 2016 as amended	Section 4	<u>Duty of Care</u> This section calls upon everybody to exercise duty of care to prevent air pollution from occurring. Pollution must be mitigated to remedy air pollution. Failure to do this may empower the Council to take serious actions against that person.
	Section 8	<u>Declaration of Air Pollution Control Zone</u> The whole area within the jurisdiction of the Council is declared an air pollution control zone. The Council has power within the control zone to issue notices in the provincial gazette to prohibit and restrict activities that may pollute air.
	Chapter 5	<u>Smoke emissions from premises other than dwellings</u> Dark smoke may not be emitted for an aggregate period exceeding three minutes during a continuous period of 30 minutes. Installation, alteration, extension or replacing of fuel burning equipment must be authorised by the Council. Operation of fuel burning equipment without the Council's authorisation is an offence. The owner or occupier of premises may be required to install at own costs, the obscuration measuring equipment. Records and monitoring results must be kept and maintained.
	Chapter 7	<u>Emissions caused by open burning</u> Open burning of any material without a written authorisation from the Council is an offence.
	Chapter 8	<u>Emissions from compressed ignition powered vehicles</u> Vehicles using compressed ignition power and emitting dark smoke may not be used.
	Chapter 9	<u>Emissions that cause a nuisance</u> Emissions that cause a nuisance are an offence. A compliance notice may be served on any person

CoCT By-Laws	Section	Relates To
		who is or is likely to cause air pollution to abate the nuisance, prevent it and comply with conditions set in the notice.
CoCT Water By-law, 18 February 2011	Section 8	<u>Duties of the public</u> All members of the public, upon becoming aware of any emergency or situation that may give rise to wastage of water or water pollution must, immediately inform the Director: Water.
	Section 12	<u>Unauthorised use of water</u> No person may use water from the water supply system without an agreement with the municipality and only through a communication pipe and metered water supply point installed by the municipality.
	Section 36	<u>Water restrictions</u> Whenever there is scarcity of water available to it for distribution and supply to consumers, or for any other good cause prohibit or restrict the consumption of water in the whole or part of the City; in general or for specified purposes; and in a specified manner.
	Section 37	<u>Wastage of water</u> No person may cause or permit the wastage of water such as permitting leaking pipes or insufficient use of water.
	Section 38	<u>Water conservation and demand management</u> All consumers of water must comply with good water conservation and demand management practices.
	Section 54	<u>Prevention of pollution of water</u> An occupier of premises must prevent the entry of any substance which may be a danger to health or adversely affect the potability of water into the water supply system or any part of the water installation on his/her property.
	Section 58	<u>Wells, wellpoints, boreholes and excavations</u> An owner of premises on which there is a well, wellpoint, borehole or any other excavation must ensure that it does not create a health nuisance or is filled in a way or with material which may cause an adjacent well, borehole or underground source

CoCT By-Laws	Section	Relates To
		of water to become polluted.
	Section 59	<u>Supply of non-potable water by the municipality</u> Non-potable water supplied by the municipality may not be used for domestic purposes or any other purpose which may give rise to a health hazard.
	Section 61	<u>Warning notices</u> Sources of non-potable water must be clearly marked with a weatherproof notice.
Community Fire Safety By-Laws, as amended	Section 26	Combustible waste and refuse
	Section 34	Combustible material fire hazards
	Section 37	Storage and use of flammables
	Section 48	Reporting of accidents
CoCT Environmental Health By-Laws, LA13333, 30 June 2003		- Land open to the public may not be used for the purpose of storing and stacking or for keeping any material likely to cause a health nuisance. - No premises may be allowed to be overgrown with bush, weeds or grass to such an extent that it may be used as a shelter by vagrants, wild animals or vermin which may threaten public health or safety. - The sanitation system on any premises may not be of such nature or condition that it may cause a health nuisance. - No person may commit any act which may cause a public health nuisance. - No person shall occupy any premises for habitable purposes so as to be a health nuisance. - No factory or trade premises may cause or give rise to smells that will cause a health nuisance. - The occupier of premises must take all possible measures to prevent the occurrence of mosquitoes, flies, fleas, bugs, cockroaches or other vermin or pests. - Filth, rubbish, refuse, manure or any material likely to be a health nuisance may not be kept or deposited on any premises. - Any person who fails to comply with or contravenes any provision of Section 1 of these by-laws will be guilty of an offence and may be liable to a fine. - Medical waste must be handled and stored in a safe manner that poses no threat to human health or the environment. - Any person convicted of an offence under

CoCT By-Laws	Section	Relates To
		these by-laws shall be liable to a penalty.
CoCT Stormwater Management By-Laws , LA 31420, 23 September 2005	Section 3	<u>Prohibited discharges</u> No person may discharge anything but stormwater into the storm water system without written consent from the Council.
	Section 4	<u>Protection of storm water system</u> No person may commit any act which may damage, endanger or destroy the stormwater system or interfere with the operation thereof or contaminate or pollute the water therein without written consent from the Council.
	Section 5	<u>Prevention of flood risk</u> No person may undertake any activity which may cause an increase in flood levels or create a potential flood risk without written consent from the Council.
	<u>Section 6</u>	<u>Studies and assessments</u> The City may impose terms: for the establishment of flood lines; impact assessment; and environmental impact studies.
	Section 7	<u>Water pollution incidents</u> Should a stormwater pollution incident occur, the owner of the property on which the incident took place or the person responsible for the incident must inform the Council of the incident immediately and take all reasonable measures to minimise the effects of the pollution.
	Section 8	<u>Storm water systems on private land</u> No owner of property on which a private stormwater system is located may carry out an activity which may cause the system not to function properly. The owner must also keep such stormwater system functioning properly.
	Section 11	<u>Offences and penalties</u> Any person who contravenes or fails to comply with any provision of these by-laws will be guilty of an offence and may be liable, upon conviction, to a penalty.
CoCT Public Places and Nuisances By-	Section 2	<u>Prohibited behaviour</u> No person may intentionally block or interfere with the safe and free passage of a pedestrian or

CoCT By-Laws	Section	Relates To
Laws		vehicle.
	Section 6	<u>Trees causing an interference or obstruction</u> The City may give notice to the owner or occupier of any property on which a tree or other growth which interferes with overhead wires or is a source of danger or nuisance to persons using a public road to prune or remove the tree or growth.
	Section 8	<u>Goods, building materials, motor vehicle wrecks and dangerous objects</u> No person may cause any broken glass or other potentially dangerous objects to be placed in a public place.
	Section 23	<u>Offences and penalties</u> Any person who contravenes or fails to comply with any provision of these by-laws will be guilty of an offence and may be liable, upon conviction, to a fine.
CoCT Wastewater and Industrial Effluent By-Laws GN 6378, 1 September 2006	Section 2	<u>Duties of owners of properties</u> Owners of premises must construct their own private sewer installations on their premises.
	Section 3	<u>Protection of municipal sewers</u> No person may interfere with the municipal sewer system in any way or discharge into the system any substance other than sewage without the approval of the council.
CoCT Integrated Waste Management By-Law, 2009	Section 4	<u>Obligations of Waste Generators</u> A waste generator must: • "avoid the generation of waste or where it cannot be avoided minimise the toxicity and amounts of waste generated"; • "re-use, recycle or recover waste where possible"; • "manage waste so that it does not endanger health or the environment or create a nuisance"; • "maintain suitable cleanliness and hygiene standards on their premises as required by the City's Environmental Health By-law"; • "conclude a contract with the City, its service provider or an accredited service provider, as the case may be, for the storage and collection of waste". A waste generator generating industrial waste shall submit an integrated waste management

CoCT By-Laws	Section	Relates To
		plan to the City and comply with the terms and conditions set out by the City for the generation, minimisation, storage, recycling, collection and disposal of such waste. Any person who directly or indirectly generates building waste or the owner of the property on which such building waste is generated shall not store such waste in containers provided by the City for residential waste and shall remove and dispose of it at a licensed crushing plant or landfill site or any other licensed building waste disposal facility. The waste generator or the owner of the property on which waste is generated who deposits or stores waste on property of the City may be fined for failure to have or produce a permit for such deposit or storage.
	Section 7	<u>Priority Waste</u> Where special measures are required for management of waste because it poses a significant threat to health or the environment, it is not biodegradable, contains or could foster pathogens or communicable diseases or has been declared a priority waste in terms of other applicable legislation it can be prioritised according to this By-law.
	Section 12	<u>Storage and Transportation of Waste</u> Any person who stores or transports waste must ensure that: • "suitable measures are in place to prevent accidental spillage or leakage"; • "the waste cannot be blown away"; • "nuisances such as odour, visual impacts do not arise"; and • "pollution of the environment and harm to health are prevented".
		<u>Prohibition of Unauthorised Disposal of Waste</u> No person may: • Dispose of waste in a manner likely to cause pollution or have a negative impact on the environment or to be harmful to health; • Dispose of waste other than in accordance with this By-law or National and Provincial legislation; • Burn waste, especially hazardous waste except in approved incinerators; • Deal with waste in a manner that causes dust, spillage or litter.

Annexure 4 - Potential Authorisations / Permits / Licences Required Prior to Construction Commencement

The below provides information on additional activities which may require authorisations / permits / licences from relevant government departments. The Contractor is to ensure that prior to the commencement of works, these authorisations / permits / licences have been obtained.

Table 7: Activities that could require an authorisation / permit / licence

Activity	Type of authorisation / permit/ license required	Requiring institution
Obstacle Application Form	Permit	Civil Aviation Authority
Obstacle Application Form	Permit	Air Traffic and Navigation Services Company
Use of treated wastewater (dust suppression)	Approval	Department of Health
Application for a licence regarding activities in state forest	Licence	Department of Agriculture, Forestry and Fisheries
Search and Rescue	Permit	CapeNature
Veld and Forest Fire	Requirement for a fire management plan	Department of Agriculture, Forestry and Fisheries
Archaeological and paleontological sites and meteorites	Permit	Heritage Western Cape
To destroy, damage, deface, alter, remove from its original position, subdivide or change the planning status of a National Heritage Site	Permit	Heritage Western Cape
Burial grounds and graves	Permit	Heritage Western Cape
Way leave applications for accesses to the provincial roads	Approval	Department of Transport and Public Works
Health permits for hostels and sanitation	Permit	Department of Health
Commencement of Construction Activities	Notify one week before commencement	Department of Environmental Affairs and Development Planning
Radio Equipment Licence	Site radio submission	ICASA
Outdoor advertising of Activities	South African	Department of

Activity	Type of authorisation / permit/ license required	Requiring institution
	Manual for Outdoor Advertising Control	Environmental Affairs and Development Planning
Site Establishment Sewage Disposal	Approval	City of Cape Town
Site Establishment storm water & pollution control	Separate report	City of Cape Town
Fuel storage	Permit	Department of Environmental Affairs and Development Planning / City of Cape Town
Hazardous material route	Approval	Department of Environmental Affairs and Development Planning /DOT
Other Hazardous substances	Permit	Department of Environmental Affairs and Development Planning
Project construction commencement	Notify	DOL
Land use outside current zoning	Special consent approval (LUPA)	City of Cape Town
Detail design (water, wastewater, roads design)	Approval	City of Cape Town
Way leave applications – design	Approval	SANRAL
Installation of fuel burning equipment	Approval	City of Cape Town
Authorisation of spray booths	Approval	City of Cape Town
Open burning application	Approval	City of Cape Town
Noise impact assessments	Approval	City of Cape Town
Installation of fuel burning equipment	Approval	City of Cape Town
Temporary work within a National Park	Approval	SANParks

Annexure 5 – Environmental Authorisation / Water Use License



Note to Compiler: Please insert Environmental Authorisation / Water Use License

Annexure 6 - City of Cape Town Environmental Policy



Note to Compiler: Please insert Clients Environmental Policy

Annexure 7 - Environmental Best Practicable Options

Planning

Not applicable to Contractor appointment

Design

Not applicable to Contractor appointment

Pre-construction

	DESCRIPTION		
Possible source of potential impact	- Clearing of vegetation - Poor housekeeping - Dust - Noise - Fires - Alien vegetation		
Risks/impact	Risk / impact:	Mitigation measures	
	1) Search and Rescue	i. The Contractor shall undertake all activities associated with the search and rescue operation and have completed these prior to the commencement of construction related activities.	
	2) Alignment to engineering requirements	i. All EIA outcomes, EMPr, Environmental Authorisation and any other regulatory requirement shall be aligned with engineering requirements.	
	3) Budget	i. The Contractor shall make provision for adequate budget for construction site environmental management requirements.	
	4) Tender review	i. The Environmental Planner shall undertake an environmental review of all tender submissions.	
	5) Approvals	i. The Environmental Planner shall ensure all approvals been obtained.	
	6) Environmental Compliance	i. The City of Cape Town shall appoint a competent and knowledgeable ECO; and where required, an Environmental Auditor.	
	7) Contractors Environmental Officer	i. The Contractor shall appoint a competent and knowledgeable Contractors Environmental Officer	

Construction

DESCRIPTION	Aesthetics Management			
Possible source of potential impact	- Clearing of vegetation - Poor housekeeping - Dust	- Stockpile - Waste - Vehicles	- Security lighting - Odour - Fires	- Poor rehabilitation - Alien vegetation - Noise
Risks/impact	Risk / impact:	Mitigation measures		
	1) Unsightly camps or construction areas.	i. Equipment and material to be neatly stored. ii. All site offices are to be matt toned single storey buildings that emit no glare. iii. No natural features may be defaced. iv. Shade-cloth shall be placed on perimeter fencing to reduce visual impact of the camp site. v. Waste should be removed regularly to registered landfill		
	2) Dust generation.	i. Dust suppression (wetting with non-potable water or other best practicable environmental option e.g. mulching, chemical dust suppression etc) shall be used in and around the construction area, along haul roads, at stockpiles and any additional area indicated by the Employers Agent. ii. Dust generating materials to be transported must be covered when transported. iii. All vehicles shall travel at speeds that will not generate dust.		
	3) Scarring of landscape.	i. Vegetation shall only be cleared where and when necessary, with the required approvals (e.g. in heritage protection overlay zones and for protected vegetation) ii. Rehabilitation / reinstatement to occur as soon as construction related activities are complete.		
	4) Insufficient soil stabilisation and rehabilitation resulting in erosion and subsidence.	i. Work straw bales into the topsoil at an application rate of one per 25 m².		
	5) Infestation of alien invasive species because of disturbances.	i. Contractor shall ensure all imported material is free of alien invasive seeds / propagules. ii. All alien invasive vegetation shall be cleared from within all areas impacted through construction related activities.		

DESCRIPTION	Aesthetics Management	
	6) Spread of litter	i. Conduct daily litter patrols at all areas impacted through construction related activities. ii. Provide for waste collection and containment facilities within the Contractors camp.
	7) Light pollution	i. Lighting must face down, not into surrounding environment, to provide adequate lighting for Health and Safety requirements. ii. Lights should not be mounted higher than 3m off ground level.
	8) Stockpile management	i. Stockpiles must be regularly and neatly maintained. ii. Stockpile heights to be kept to a minimum.
	The Contractor shall develop and implement an aesthetics management method statement.	
Top Tip(s)	- Do not use hay bales for soil stabilisation, as hay contains seed which may result in the spread of agricultural weeds. - Ensure mobile toilets are enclosed within a shade cloth enclosure. This will not only reduce visual impact, but also the temperature within the toilets – thus limiting odours.	

DESCRIPTION	Dust Management			
Possible source of potential impact	Vehicular movement on unpaved roads	Material handling, storage and transportation of materials	Wind erosion from stockpiles	Excessive vegetation clearance
Risks/Impacts	Risk/Impact:	Mitigation measure		
	1) Potential loss of agricultural value due to dust settlement on plants.	i. Clearance of indigenous vegetation shall be kept to an absolute minimum. Immediate rehabilitation of disturbed areas.		
	2) Impacts on biological functioning and	i. Monitoring of dust fall out shall be conducted as prescribed in the National Dust Control Regulations.		

DESCRIPTION	Dust Management	
	productivity of vegetation.	
	3) Potential health and nuisance impacts. 4) Safety risks due to reduced visibility. 5) Delays in construction related activities due to unsafe visual conditions.	i. Stockpile heights shall be reduced where dust entrainment has been noted to be high. ii. Dust suppression (wetting or other best practicable environmental option) shall be used in and around the construction area, along haul roads, at stockpiles, and any additional area indicated by the Employers Agent. iii. Dust generating materials to be transported shall be covered when transported. iv. All vehicles shall travel at speeds that will not generate dust. v. Strict dust control to limit impacts on sensitive receptors vi. Monitoring of dust shall be conducted as per the regulated frequencies at areas where dust is being generated. Dust mitigation is required to prevent dust levels exceeding 600 mg/m ² /day. vii. Monitoring of particulate matter and dust fall as prescribed in the National Dust Control Regulations shall be conducted
	The Contractor shall develop and implement a dust management method statement. Where required, a dust management plan shall be developed in terms of the National Dust Control Regulations.	
Top Tip(s)	- Dust monitoring method (e.g. dust nuisance vs dust fall-out) to be undertaken using correct monitoring protocols – e.g. do not use dust nuisance monitoring techniques to determine dust fallout levels. - Monitoring stations to be placed within path of dust emission. - Perimeter dust fall monitoring is recommended where off-site impacts need to be assessed. - Alternatives to wetting include chemical dust suppressants, mulching, planting vegetation in windows etc. Chipped material from vegetation clearing operations can be used to bind the soil, thereby reducing dust levels during rehabilitation / reinstatement works. Alien vegetation should not be used as mulch if it is in seed.	

DESCRIPTION	Earthworks Management		
Possible source of potential impact	- Dust - Clearing of vegetation - Wind erosion from stockpiles - Vehicular movement on unpaved roads		
Risks / Impacts	Risk/Impact	Mitigation measures	
	1) Loss of soil through contamination, wind and water erosion and inadequate stockpile handling.	i. Topsoil shall be stockpiled separately from subsoil with all soils being reinstated in the reverse order to that in which they have been removed in order to initiate rehabilitation. All stockpiles shall be stabilised, not be higher than 2m, and blend in with the surrounding topography. ii. Stockpiles shall be kept weed-free for the duration of construction related activities. iii. Should additional material or backfill be required, only material from an approved source free of alien invasive fauna and flora shall be used. iv. Topsoil only to be handled during removal and reinstatement activities.	
	2) Impacts on water resources.	i. All works shall take cognisance of potential impacts upon water resources. ii. Use non-potable water sources for dust suppression.	
	3) Disruption of natural areas and land use practices.	i. Topsoil removed from all areas impacted upon shall be stockpiled for rehabilitation. ii. Soil horizons (e.g. topsoil, subsoil, bedrock and other layers such as clays etc) to be kept separate during removal, stockpiling and reinstatement. iii. Topsoil removed from agricultural lands shall be collected and stockpiled. All stones and rocks greater than 150 mm diameter shall be removed from the reinstated topsoil in agricultural areas. iv. All stockpiles shall be located within designated areas outside the 1:20 year flood line of rivers and streams and not within 50m of delineated wetlands.	
	4) Prevention of soil contamination.	i. Refuelling and other activities with the potential to cause pollution shall not be allowed on or adjacent to a stockpile.	
	5) Excess material requiring spoiling.	i. Undertake Inventory of topsoil requirements and reserve extra 10% of topsoil for rehabilitation requirements. ii. Spoil shall be used as backfill to rehabilitate areas impacted upon by earthwork activities.	

DESCRIPTION	Earthworks Management	
		iii. Excess spoil material shall be disposed of at the nearest registered landfill site as identified by the Employers Agent. iv. In the event that the volume of spoil generated for disposal outside of a registered landfill site is greater than the thresholds stipulated within GNR 921, (National Environmental Management: Waste Act (Act 59 of 2008) List of Waste Management Activities that have, or are likely to have a detrimental effect on the environment, of 29 November 2013), the City of Cape Town shall be notified that a Waste License will need to be applied for.
	The Contractor shall develop and implement an earthworks management method statement.	
Top Tip(s)	• Ensure suitable locality for topsoil storage is in place prior to the commencement of earthworks. • Cover stockpiles with permeable / breathable fabrics instead of plastic sheets.	

DESCRIPTION	Erosion Management		
Possible source of potential impact	• Site preparation • Civil works • Dewatering • Vegetation clearance		
Risks/Impacts.	Risk/Impact:	Mitigation measure	
	1) Contamination of water resources through increased sediment load. 2) Reduction in soil productivity due to loss of topsoil. 3) Increased soil deposition to adjacent areas. 4) Dust generation.	i. Changes in natural gradients due to construction activities shall be avoided where possible or mitigated by levelling the slope to the original gradient. ii. Access and servitude roads shall be designed to drain efficiently through formalised storm water crossings comprising inter alia an earth berm and causeway. The placement of these shall be assessed per road portion. Storm water shall be directed to areas of high stability with the ability to reduce storm water velocity. iii. Where the above is not possible, exposed slopes steeper than 1:2 (vertical: horizontal) shall be stabilised and drainage directed to engineered structures. iv. Exposed areas shall be stabilised within one week of their exposure. v. Where slopes created are steeper than 1:1, additional anti-erosion mechanisms shall be implemented (such as knocking in stakes, installing gabions, geo textiles or similar). vi. Monthly clearance of alien vegetation re-growth at disturbed areas shall be conducted as per the	

DESCRIPTION	Erosion Management	
		requirements of the Conservation of Agricultural Resources Act (Act 43 of 1983) and National Environmental Management: Biodiversity Act's (Act 10 of 2004) Alien Invasive Species Regulations, as amended until rehabilitation in the area is initiated. vii. No disturbance of soil shall occur outside the construction footprint boundaries. viii. Suspended solids within water leaving the footprint area shall not contain significantly higher levels of suspended solids (>10%) than water within locally occurring water resources.
	The Contractor shall develop and implement an erosion management method statement.	
Top Tip(s)	- Only clear vegetation where required. - Ensure storm water planning is finalised prior to commencement of earthworks.	

DESCRIPTION	Fauna and Flora Management		
Possible source of potential impact	Site preparation	Civil works	- Dewatering - Vegetation clearance
Risks/Impacts	Risks/Impacts	Mitigation Measures	
	1) Disturbance, degradation and pollution of the environment. 2) Removal of vegetation and thus loss of habitat and biodiversity. 3) Disturbance to or removal of agricultural capacity.	i. Reduce construction related activities and vegetation clearance within the development where logistically possible. ii. No construction related activities to impact upon areas outside of the development footprint. iii. A search and rescue operation to collect species for rehabilitation shall be conducted, where feasible, prior to the commencement of construction related activities and these shall be kept alive in a nursery for rehabilitation purposes. iv. Each indigenous tree or shrub removed through search and rescue operations shall be replanted in the area it came from or in an area as advised by the City of Cape Town Biodiversity Management Branch.	
	4) Negative impacts on sensitive environments and rare/threatened/endangered	i. All areas where rare and/or endangered species could occur are to be identified and avoided where possible. ii. No unauthorised clearing of vegetation.	

DESCRIPTION	Fauna and Flora Management	
	species.	iii. No introduction of alien invasive vegetation species as a result of construction related activities. iv. Progressive rehabilitation of all disturbed areas to a state similar to the surrounding landscape. v. Rescued specimens are to be stored and cared for in a temporary nursery, and replanted once construction related activities have been completed. vi. All disturbed areas shall be rehabilitated with special attention paid to identified sensitive areas. vii. Rescued fauna relocated to approved locality.
	5) Damage and/or death of rescued specimens due to ineffective search and rescue operations.	i. The Contractor shall maintain the nursery to ensure survival of collected species. Individuals that die in the nursery shall be replaced from a commercial source by the Contractor. If the species that die were intended to be placed in biodiversity areas in the City – the Biodiversity Management Branch shall be consulted with regard to the acceptability of utilising commercially obtained replacement plants prior to purchase.
	6) Unauthorised collection of fauna and flora for food, firewood, “muthi” or other uses.	i. No unauthorised collection of fauna and flora.
	7) Incorrect operation of gates thereby allowing free movement of livestock and game.	i. The Contractor shall manage gates in accordance to the requirements of the Fencing Act (Act 31 of 1963), whereby open gates shall be left open and closed gates be kept closed. ii. The Contractor shall inform all landowners in the event of livestock movement into agricultural lands due to incorrect gate usage.
	8) Animals becoming trapped in construction areas and/or falling into excavations due to ineffective exclusion mechanisms (fencing, cattle grids etc.).	i. Open excavations shall be adequately fenced to prevent access by wildlife or livestock. ii. Corridors across any servitude for the passage of animals shall be provided at appropriate sites determined by the Contractor and approved by the Employers Agent.

DESCRIPTION	Fauna and Flora Management	
	9) Spread of alien invasive species.	i. Monthly removal of alien invasive vegetation from all impacted areas. ii. Herbicide use for the control of invasive species shall be at supplier recommended application rates, and in accordance to the regulatory requirements (Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947)). Herbicides used shall be biodegradable where possible.
	10) Fauna management	i. No harming/killing/trapping/hunting of animals is allowed. ii. No domestic animals are allowed on site. iii. Qualified person(s) to be contacted to remove wildlife and snakes which do not want to move on their own. iv. Areas of vegetation must not be avoided but rather cordoned off and marked as no-go areas. v. City of Cape Biodiversity Branch should be contacted on 021 514 4189 for assistance, where required.
	The Contractor shall develop and implement a fauna and flora method statement.	
Top Tip(s)	Undertaking a search and rescue operation where rescued flora is propagated in a nursery may provide a cheaper alternative than procuring commercial nursery bought flora. Furthermore, this approach allows containment of unique endemic genetic variations.	

DESCRIPTION	Fire Management		
Possible source of potential impact	Site preparation	Civil works	- Fires - Vegetation clearance
Risks/Impacts	Risk/Impact	Mitigation measures	

DESCRIPTION	Fire Management	
	1) Loss of fauna and flora and destruction of natural habitat. 2) Loss of grazing lands and crops. 3) Damage or destruction to infrastructure. 4) Injury and/or death of humans and animals.	i. Join the local Fire Protection Association (FPA). ii. Perimeter boundaries shall have fire breaks in place. iii. The daily Fire Danger Index (FDI), calculated in terms of the National FDI (www.weathersa.co.za), shall be displayed prominently at all times. iv. Fire extinguishers shall be available at all points of storage of flammable products. v. STP Dry Powder Fire Extinguishers shall be used and at least one shall be provided per 50 m² floor surface area. vi. The fire extinguishers shall be checked on a monthly basis to ensure they have not been used/exceeded their yearly service intervals. vii. Basic fire-fighting equipment shall be kept and maintained at all construction fronts at all times. Basic fire-fighting equipment shall not be restricted to fire extinguishers, but shall take cognisance of site specific conditions. viii. All staff are to undergo basic fire-fighting training. ix. Basic fire-fighting equipment shall be checked prior to the commencement of the winter fire season. x. The Contractor shall assign the position of Fire Officer to one of its senior staff members who shall be competent and adequately trained to fulfil the position of Fire Officer. xi. The Fire Officer shall be responsible for ensuring immediate and appropriate actions in the event of a fire and shall ensure that employees are aware of the procedures to be followed. The Fire Officer shall be responsible for contacting emergency services for assistance. xii. Any fires that occur shall be reported to the Employers Agent immediately and reported in turn to the relevant authority (district / local municipality, the local FPA and the Department of Agriculture, Fisheries and Forestry). xiii. Provision of formal training to all members of staff, who shall be able to attend to fire fighting in the event of a fire, until emergency services arrive. xiv. All other staff shall receive training on fire prevention and fire-fighting and safety in the event of a fire, as a part of the site induction training by Contractor before commencing work. Annual refresher courses shall be presented to all staff. xv. Ensure that the necessary materials and equipment for dealing with oil, fuel and hazardous substance spills and leaks are available on site and up to date at all times.

DESCRIPTION	Fire Management	
		xvi. No open fires shall be permitted on or off-site, except for activities authorised by the Employers Agent and the FPA. All authorised fires shall occur at designated fire places, which shall be suitably resourced to contain and suppress any potential run away fire. xvii. No on-site burning of any waste materials, vegetation, litter or refuse shall be permitted. xviii. The disposal of cigarette butts into the surrounding environment shall not be permitted. xix. Grass and other vegetation in the vicinity of infrastructure shall be cut at regular intervals to reduce fuel load and fire hazards xx. Annual updating and approval of the fire management response plan before onset of fire season. xxi. Conduct management review of fire preparedness and response before onset of fire season. xxii. Conduct fire and emergency drills every six months with one coinciding with the onset of the fire season.
	The Contractor shall develop and implement a fire management method statement.	
Top Tip(s)	Consider using haul roads as fire breaks. These shall be agreed upon with neighbouring landowners, the FPA and recorded within agreements and management plans; and updated annually.	

DESCRIPTION	Hazardous Substance Management	
Possible source of potential impact	- Fuel dispensing - Reactive chemical storage - Chemical cleaning - Plant maintenance	
Risks/Impacts	Risks/Impacts	Mitigation measures
	1) Contamination of the receiving environment	i. All hazardous substances shall be kept under lock and key in a bunded impermeable weather and fire proof facility. ii. All staff to be trained in the safe handling and spill management of all substances used on site. iii. Drip trays to be provided and used for all mobile plant, maintenance and refuelling activities. iv. Sufficient number and type of spills kits to be provided at all work fronts. v. The Contractor shall prevent the discharge of any pollutants, such as bentonite, cements,

DESCRIPTION	Hazardous Substance Management	
		concrete, lime, chemicals and fuels into any water resource.
	2) Spills	i. Spills to be contained and removed by suitably trained staff. ii. Contaminated material to be disposed of registered hazardous waste landfill facility.
	3) Incorrect use of herbicide and pesticides.	i. All herbicides and pesticides to be used under the supervision of a Pest Control Officer (PCO), in terms of the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (No 36 of 1947) and its regulations.
	4) Threat of fires	i. All reactive hazardous substances to be labelled and stored separately. ii. Suitable fire-fighting equipment shall be stored in close proximity and all personnel be made aware of the dangers of burning chemicals/smoke inhalation.
	5) Temporary storage	i. No temporary storage of hazardous substances, storing 80m³ or more or 30m³ within 200m from the high-water mark of the sea or within 100m from the edge of a watercourse
	6) Personal injury	ii. All staff shall be trained in the management of hazardous substances. iii. All staff shall be provided with appropriate Personal Protective Equipment (PPE).
	7) Asbestos management	i. Should any asbestos waste material be discovered on site, rehabilitation of the site should be conducted in consultation with the National Department of Labour and in accordance with the Asbestos Regulations, as amended.
	8) Cement / concrete management	i. Cement shall be stored within weatherproof facilities / covered to prevent environmental contamination. ii. The Contractor shall ensure that concrete is mixed in appropriate structures to prevent the contamination of the surrounding environment. All visible remains are to be removed and disposed of as waste and all surplus material is to be removed. Plastic sheets and the bare ground shall not to be used for mixing purposes. iii. All visible remains of excess concrete shall be physically removed and disposed of on completion of construction. iv. Concrete spoil from foundation pours, shall not be discarded into the surrounding environment. Excess concrete and wash water from the concrete truck's drum shall be disposed of at Employer

DESCRIPTION	Hazardous Substance Management	
		Agent approved locality.
	The Contractor shall develop and implement a hazardous substance management method statement.	
Top Tip(s)	- Hot water geyser drip trays are not suitable for use in the containment of hazardous substances. These drip trays are not UV, nor chemically stabilized and easily bend when warm (in the sun) thereby increasing risk of spillage. Of greater concern is that should the spilt contents ignite, the plastic will increase the fire severity. Such trays therefore not only pose an environmental threat, but a health and safety threat too. - Please note the above is also applicable to the use of plastic sheets (damp course) as bunding. - Bund walls should preferably be of reinforced concrete as brick walls tend to crack; joints are not adequately sealed; and do not interface well with the concrete base. - Concrete is not impermeable and should thus be sealed with a chemical sealant (or similar) prior to the storage of hazardous substances.	

DESCRIPTION	Heritage Management	
Possible source of potential impact	• Asbestos waste • Chance human remains • Demolished buildings • Dust	
Risks/Impacts	Risks/Impacts	Mitigation measures
	1) Damage to known heritage resources.	i. All heritage resources encountered shall be avoided and protected unless otherwise instructed by the Employers Agent (in consultation with a heritage specialist). Approval from Heritage: Western Cape (H:WC) must be attained prior to the removal, damaging or alteration of any heritage resource.
	2) Damage or destruction of chance finds.	i. Personnel shall be informed of what chance finds may be and what they may look like and instructed to be on the lookout for these items during excavation operations. ii. In the event of a chance find, work at the find shall be stopped. iii. A heritage specialist shall be called in to investigate the find. The heritage specialist shall provide management measures for the protection or removal of the find in consultation with H:WC. iv. Work shall only recommence in area of the find once written permission from the H:WC, heritage specialist and the Employers Agent has been obtained.
	3) Heritage watching brief	i. A heritage specialist shall be appointed to undertake a "watching brief" in the event of finds.
	4) Heritage Authority details.	i. The Contractor shall ensure the below Competent Authority contact details are kept on file on site. SAHRA: 021 462 4502 HWC: 021 483 9598 CCT: 021 487 2038
	The Contractor shall develop and implement a heritage management method statement.	
Top Tip(s)	• Ensure an archaeologists contact details are kept on file in the event of a chance find. This may expedite timeframes associated with work cessation at point of chance find. • Undertake site walk through prior to construction related activities commencing to ground truth no graves were omitted during planning and design phases.	

DESCRIPTION	Land Owner Liaison		
Possible source of potential impact	- Dust - Water contamination - Noise - Waste		
Risks / Impacts	Risks / Impacts	Mitigation measures	
	1) Animosity of community members affected by construction related activities.	Landowners shall be actively engaged and be kept informed of new developments. Effective communication channels shall be established and maintained.	
	2) Incident reporting structures	i. Initiate incident reporting structures. ii. Contractor shall adhere to the following timeframes for dealing with Landowner concerns, unless otherwise approved by the Employer: - Record concern within the Communications Register and verbally notify the Employer – immediate. - Respond to the concern – within 1 day of concern being raised – this includes consulting with the Landowner. - Rectify/mitigate concern – within 3 days of concern being raised. - Respond in writing to landowner on “close out” of concern – within 5 days of concern being raised. - Submit to the Employer a detailed report – within 7 days of concern being raised.	
	3) Construction programmes.	i. Where practical, construction related activities shall be programmed to lessen impacts upon existing land use practices.	
	4) Site creep	i. All development foot prints shall be surveyed and pegged prior to the commencement of construction related activities.	
	5) Land access protocols	i. Basic Environmental Awareness Training to all employees with annual refresher courses. ii. Access to the site by people other than staff or those with construction related business shall be	

DESCRIPTION	Land Owner Liaison	
		limited.
	6) Site Camp	i. The Contractor shall require a site office / yard for the duration of the contract period. The Contractor's site office shall be located within the development footprint, or on a site appropriately zoned and/or authorised for such use by the Competent Authority and approved by the Employers Agent (in consultation with the ECO). The Contractor shall select a location that has easy access and which has already been cleared or disturbed by previous human activity (e.g. previous construction camps or stockpile areas). All construction activities, materials, equipment and personnel shall be restricted to within the area specified. The Contractor shall inform the Employers Agent of the site camp localities prior to the commencement of construction related work.
	The Contractor shall develop and implement a land use management method statement.	
Top Tip(s)	Engage with land owners prior to undertaking construction related activities and ensure all concerns / requirements are agreed upon. This will prevent possible future claims, grievances and animosity towards the development.	

DESCRIPTION	Noise Management		
Possible source of potential impact	- Blasting - Machinery and equipment	- Demolition - Heavy duty vehicles	- Maintenance - Hours of operation
Risks/Impacts	Risk/Impact	Mitigation measure	
	1) Hearing loss through exposure to extended and or high noise levels. 2) Disruption of sense of place due to noise nuisance. 3) Noise nuisance to sensitive receptors.	i. Construction site yards, workshops, concrete batching plants and other noisy fixed facilities may not be located in close proximity to sensitive receptors, unless with the approval of the Employers Agent. In such cases, the Contractor shall notify affected parties prior to the commencement of the noisy activity. ii. Employees shall be provided with adequate PPE. iii. All construction related vehicles, plant and equipment shall be properly maintained to avoid creation of unnecessary additional noise. iv. Where possible, sensitive receptors shall be forewarned before noisy operations commence. v. Maintenance activities are to be contained to reasonable hours during the day.	

DESCRIPTION	Noise Management	
		vi. Where possible, noisy operations shall be combined so that they occur concurrently. vii. Strict control of blasting operations, if required, with regard to the size and timing of explosions in order to minimise noise. The number of blasts per day shall be limited, blasting shall be undertaken at the same times each day and no blasting shall be allowed at night. Affected parties shall be notified of blasting events.
	4) Vibration	i. All buildings within Employer Agent approved radius shall be inspected pre and post blasting to determine structural integrity. ii. Records (containing photographs) of inspections shall be submitted to the Employers Agent. iii. All blasts shall be monitored to determine blast related vibration. iv. Compliance with regulatory requirements (BS 7385-2 (ISO 4866) Evaluation and measurement for vibration in buildings – Part 2: guide to damage levels from ground-borne vibration).
	The Contractor shall develop and implement a noise management method statement.	
Top Tip(s)	- Engage with affected stakeholders well in advance should excessively noisy operations be anticipated. Provide continued feedback and address associated grievances as timeously as possible. An informed stakeholder is less likely to raise a grievance. - Apply for noise exemptions in terms of the Western Cape Noise Control Regulations where required e.g for night time work.	

DESCRIPTION	Rehabilitation Plan		
Possible source of potential impact	- Dust - Erosion	Excess spoil	- Alien invasive plants - Demolished temporary works
Risks/Impacts	Risks/Impacts	Mitigation Measures	
	1) Reduction in species diversity after works.	i. Prior to site clearance activities a search and rescue operation for naturally occurring plant species shall be conducted, if feasible for the vegetation type. ii. Individuals removed during search and rescue operations shall be relocated to a nursery and kept alive and replanted in the area from which they were removed or in an area as advised by the City of Cape Town Biodiversity Management Branch.	

DESCRIPTION	Rehabilitation Plan	
		iii. The Contractor shall obtain the necessary permits for the collection, transportation and possession of the collected species. These shall be obtained from the provincial conservation department. i. Disturbed areas shall be reseeded using the approved seed mix. The Biodiversity Management Branch must be consulted with regard to any rehabilitation in biodiversity areas.
	2) Incorrect placement of topsoil and reseeded with the incorrect species resulting in poor vegetation establishment and regeneration of vegetation and visual scarring of the landscape. Dust generation and erosion due to exposed surfaces. 3) Loss of agricultural productivity due to poor vegetation establishment	ii. After construction related activities have ceased, the site shall be cleared of equipment and any other materials emanating from the works. iii. Top and sub soil shall be replaced in the order they were removed. iv. Disturbed areas shall be ripped and / or scarified to a depth of 450 mm. v. Topsoil shall be reinstated at the minimum depths of 150 mm. vi. Topsoil shall be placed such that the disturbed area is at a slightly higher level than the surrounding undisturbed soil to account for soil settlement. vii. All disturbed areas shall be re-vegetated using an approved seed mix. viii. Landowners should be consulted to determine specific rehabilitation requirements.
	4) Reduction in soil productivity due to the mixing of soil horizons during soil stripping, which causes dilution of fertility in topsoil's.	i. Topsoil stored for longer than 6 months, shall be vegetated with an approved seed mix. ii. In cases like this, the biological viability of topsoil stockpiles shall be tested before placement during rehabilitation; and where necessary amelioration such as microbial supplementation may be required.
	5) Infestation by alien	i. Monthly removal of alien invasive species re-establishing on cleared areas, stockpiles and throughout

DESCRIPTION	Rehabilitation Plan	
	invasive plant species.	rehabilitation shall be undertaken.
	6) Drainage	i. All drainage lines shall be reinstated. ii. All disturbed areas shall be re-profiled to original contours. iii. Soils within drainage lines shall be stabilised to ensure no loss of capacity. iv. Permanent erosion and sediment control measures shall be reinstated.
	7) Loss of watercourse integrity and functioning	i. Anti-erosion measures shall be implemented to stabilise beds and banks of watercourses where these are disturbed. These measures should preferably be temporary in nature so they can be removed at a point where rehabilitation has been deemed to be successful. Permanent structures shall be approved by the Employers Agent before construction. ii. The soil profile (type and thickness of soil) of rivers and wetlands shall be recorded prior to excavations in these areas. iii. Topsoil and soils removed from watercourses shall be stockpiled separately. iv. Replacement of soil types shall be done so as to match the baseline soil profile as closely as possible. v. Re vegetation: Indigenous species that were originally present in the watercourse shall preferably be replanted in the watercourse vi. Careful attention to this detail is required in order to restore the water resistant layers that help <i>inter alia</i> wetlands retain water, as well as to restore other wetland functions.
	8) Erosion and wash-outs from disturbances on undulating terrain.	i. Minimal clearance of vegetation shall be permitted and plants shall be re-established as soon as possible. ii. Anti-erosion measures to be implemented as a priority on all areas which feature undulating terrain. iii. Formalised storm-water crossings shall be placed on all roads on undulating terrain. iv. Storm-water shall be directed to an area capable of dissipating the energy of the water.
	The Contractor shall develop and implement a rehabilitation management method statement.	
Top Tip(s)	• All vegetation cleared through site clearance activities should be chipped to provide mulch for soil stabilisation requirements. Such mulch shall be left to compost for six months. • Alien invasive plant parts which are in seed, shall not be composted.	

DESCRIPTION	Rehabilitation Plan
	• Work mulch into the top layer of soil, where after hydro-seeding can take place.

DESCRIPTION	Social Aspect	
Possible source of potential impact	• Noise • Dust • Soil on public roads at site access • Waste	
Risks/Impacts	Risks/Impacts:	Mitigation measures
	1) Animosity of community members affected by the project.	i. Stakeholders shall be actively engaged and be kept informed regarding construction related progress, requirements and meetings. ii. Ensure effective social and environmental monitoring. iii. The Contractor shall adhere to the following timeframes for dealing with landowner and stakeholder concerns, unless otherwise approved by the Employers Agent: • Record the concern within the Communications Register and verbally notify the Employers Agent and CLO immediately. • Respond to the concern – within 1 day of the concern being raised – this includes consulting with the stakeholder. • Rectify/mitigate the concern – within 3 days of the concern being raised. • Respond in writing to the stakeholder on “close out” of the concern – within 5 days of the concern being raised. • Submit to the Employers Agent a detailed report – within 7 days of the concern being raised.
	2) Cultural conflicts as a result of an influx of diverse population groups.	i. No accommodation at camp sites shall be allowed. ii. During work hours the Contractor shall be vigilant of potentially negative interactions between staff and the surrounding communities. iii. Trespassing on land adjacent to the project area is not allowed. iv. Access by people not involved in the project shall be controlled.
	3) Marginalisation of historically	i. Procurement policies specified in the tender documents must be adhered to, including (but not

DESCRIPTION	Social Aspect	
	disadvantaged individuals (HDI's) due to inequitable employment. Economic impact of project closure.	limited to): • Employment of HDIs. • Use of local labour. • Use of local services.
	4) Potential increase in environmental degradation as a result of the influx of employees and potential work seekers.	i. Basic Environmental Awareness Training to all employees with six monthly refresher courses. ii. Access to the site by people other than staff or those with project related business shall be limited.
	5) Neglect for worker health and safety, employment conditions. Poor skills development and training.	i. Safety training shall be provided to all staff and visitors. ii. Personal protective equipment (PPE) shall be provided to all staff and visitors. The Contractor shall ensure that the PPE is worn on site at all times. iii. The Contractor shall ensure a safe clean working environment, including (but not limited to): • Sufficient and clean toilet and ablution facilities. • Comfortable eating areas. • Safe transport. iv. Liaise with local emergency and health services on emergency response and preparedness procedures. v. Up-to-date contact list of all emergency services. vi. Co-ordinate emergency evacuation procedures with the local emergency services, and conduct regular emergency drills (as per the requirements of the health and safety plan). vii. Ensure compliance with the Occupational Health and Safety Act and Regulations.
	The Contractor shall develop and implement a social management method statement.	
Top Tip(s)	• The Contractor shall not enter into agreements with stakeholders or undertake work on private property in lieu of favours, payment or any other means where either party may benefit from the activities / permissions of the other party.	

DESCRIPTION	Soil Management		
Possible source of potential impact	• Stockpiles • Dust • Water contamination • Excess spoil		
Risks/Impacts	Risk/Impact	Mitigation measures	
	1) Loss of soil through contamination, wind and water erosion and inadequate stockpile handling.	i. All stockpiles shall be stabilised, not be higher than two meters and blend in with the surrounding topography. ii. Stockpiles shall be kept weed free for the duration of the construction related activities.	
	2) Loss of biological viability of stockpiled topsoil due to poor handling.	i. Topsoil shall only to be handled during removal and reinstatement. ii. Soil horizons (e.g. topsoil, subsoil, bedrock etc) to be kept separate during removal, stockpiling and reinstatement. iii. All soils shall be reinstated in the reverse order to that in which they have been removed.	
	3) Disruption of natural areas and land use practices.	i. Topsoil removed from riparian, wetland and grassland areas shall be removed and kept in separate stockpiles for rehabilitation. ii. Soil horizons (e.g. topsoil, subsoil, bedrock and other layers such as clays etc.) to be kept separate during removal, stockpiling and reinstatement. iii. Topsoil removed from agricultural lands shall be collected and stockpiled. All stones and rocks greater than 150 mm diameter shall be removed from the reinstated topsoil in agricultural areas. iv. All stockpiles shall be located within designated areas outside the 1:20 year flood line of rivers and streams and not within 50 meters of delineated wetlands. v. Topsoil shall be windrowed along servitudes.	
	4) Prevention of contamination.	i. Refuelling and other activities with the potential to cause pollution shall not be allowed on or adjacent to a stockpile.	
	5) Excess material requiring	i. Inventory of topsoil requirements with extra 10% topsoil kept in reserve.	

DESCRIPTION	Soil Management	
	spoiling.	ii. Spoil shall be used as backfill to rehabilitate areas impacted upon by construction activities. iii. Excess spoil material shall be disposed of at locations as identified by the Employers Agent.
	The Contractor shall develop and implement a soil management method statement.	
Top Tip(s)	• Consider the use of excess spoil for the creation of earth berms. This will reduce costs associated with transport and disposal. The berms can be vegetated and will provide a noise and visual barrier. Trees planted may assist in off-setting the developments carbon footprint. • Do not provide landowners with excess spoil where this may be used for the construction of dams, shooting ranges etc. Excess spoil may however be given, with the Employer Agents approval, where this will be used for erosion control or rehabilitation of disused quarries / borrow pits, and in accordance with respective EMPr.	

DESCRIPTION	Sustainable Management		
Possible source of potential impact	• Electricity generation • Generator exhaust emissions	• Dust	• Water contamination • Excess spoil
Risks/Impacts	Risk/Impact	Mitigation measures	
	1) Increased costs associated with providing; and availability of electricity to site offices	i. The Contractor shall use appropriate materials and design for construction of buildings that assist in reducing heating/cooling demands. ii. The Contractor's site offices shall take solar altitudes into account and appropriate awnings be fitted above the windows to prevent excessive amounts of sun entering the buildings. iii. The design of buildings shall take the insulating properties of the materials used in their construction into account. Energy efficient building materials shall be used. iv. Trees located in the site camp shall not be removed without the approval of the Employers Agent. v. The Contractor shall implement measures to conserve energy, which may include solar panels, "energy-saving" bulbs automatic timers on light switches, solar geysers and point of source geysers. vi. The Contractor shall implement energy saving measures to result in a 20% saving in electricity	

DESCRIPTION	Sustainable Management	
		consumption.
	2) Increased costs associated with providing; and availability of water to site offices	i. The Contractor shall ensure all facilities are provided with low water flow systems and that the toilets are fitted with a dual flush toilet and waterless urinal systems. ii. The Contractor shall install "grey-water" systems to allow for the re-use of water. iii. Rain water tanks shall be installed to collect all the runoff from the roofed buildings on site. This water shall be reused for <i>inter alia</i> irrigation purposes. iv. The Contractor shall ensure all water pipes remain leak free for the duration of construction related works.
	3) Increase in dust due to non-availability of potable water	i. The Contractor shall implement dust suppression measures using non potable water or other best environmental practicable option.
	The Contractor shall develop and implement a sustainability management method statement.	
Top Tip(s)	• Use water from excavation dewatering operations for dust suppression • Use chipped material from site clearance activities as ground cover (for dust suppression). Alien vegetation that is in seed should not be used for any purpose.	

DESCRIPTION	Traffic Management		
Possible source of potential impact	• Noise	• Vehicle emissions	• Maintenance • Refuelling
Risks/Impacts	Risks/Impacts	Mitigation measures	
	1) Degradation of existing road conditions due to the use by construction vehicles.	i. Roads shall be maintained in an acceptable condition for the safe travel of the public and project personnel. ii. Access shall only be for activities essential for the continued safe construction activities. Access for the general public shall not be permitted.	

DESCRIPTION	Traffic Management	
	2) Degradation of the surrounding environment.	i. No new roads constructed outside of the development footprint. ii. All vehicles shall remain on designated routes. iii. No soil compaction, erosion and sedimentation to land and water. iv. Minimise disturbances to water resources flora and fauna. v. Manage hydrocarbon spills from vehicles
	3) Dust generation as a result of vehicle entrainment.	i. The Contractor shall ensure dust entrainment does not exceed prescribed dust regulations ii. Manage vehicle speeds on site.
	4) Increase in safety risks due to presence of additional vehicles and equipment on the local road network. 5) Inconvenience and delays caused during road and or lane closures and traffic flow diversions.	i. The travelling public shall have the right of way on public roads. ii. No heavy vehicles shall be allowed on public roads between the hours of 06H00 to 08H00 and 16H00 to 18H00. iii. Full closure of existing roads shall not be allowed. iv. Where access to properties needs to be closed, alternative access for the duration of the closure shall be provided. The Contractor shall notify affected parties 48 hours before closure. v. Flagmen shall be provided at partial road closures and other traffic disruptions to ensure the safety of the public vi. Any accidents or incidents shall be recorded and the Employers Agent notified immediately. Investigation into the causes must be done.
	The Contractor shall develop and implement a traffic management method statement.	
Top Tip(s)	Undertake a photographic survey of all roads to be impacted upon by construction related activities prior to the commencement of construction. Where private roads are to be used, engage road owner on specific requirements / conditions. This will negate costly disputes over road repair or maintenance.	

DESCRIPTION	Training Programme			
Possible source of potential impact	Litter due to poor training	Dust due to poor training	Noise due to poor training	Water contamination due to poor training

DESCRIPTION	Training Programme	
Risks/Impacts	Risks/Impacts	Mitigation Measures
	1) Risks to quality of workmanship. Private property and the health and safety of workers and the surrounding communities due to lack of skills and training. 2) Risk of environmental degradation due to workers being uninformed about the potential impacts of the development.	i. All employees shall receive general construction related work skills training required to enable them to work safely and effectively, including: • Basic Environmental Awareness Training. • Spill and emergency management. • Health and safety. • Emergency drills. • Fire-fighting. • Disaster management. • Heritage resource and grave identification. ii. Specific task-related skills training shall be SAQA accredited. iii. A system of evaluation of the effectiveness of training shall be developed by the Contractor.
	The Contractor shall develop and implement a training management method statement.	
Top Tip(s)	• Use familiar examples within training programmes. • Speak to the level of the audience.	

DESCRIPTION	Waste Management			
Possible source of potential impact	• Blasting • Clearing	• Excavations • Civil works	• Maintenance • Temporary facilities	• Canteen • First aid
Risks/Impacts	Risk/Impact	Mitigation measure		
	1) Reduced capacity at local landfill sites that needs to accept waste generated by the development.	i. Wherever possible, materials shall be reused or recycled to reduce amounts of waste that need to be disposed of at a landfill.		

	2) Spoil material volumes exceeding regulated threshold limits	i. In the event that the volume of spoil generated for disposal outside of a registered landfill site is greater than the thresholds stipulated within GNR 921, (National Environmental Management: Waste Act (Act 59 of 2008) List of Waste Management Activities that have, or are likely to have a detrimental effect on the environment, of 29 November 2013), as amended, the Employers Agent shall be notified that a Waste License will need to be applied for. ii. No spoiling shall occur until the waste license has been obtained.
	3) Soil and water resource contamination due to incorrect storage of waste and illegal dumping.	i. General waste shall be stored separately from hazardous waste. General waste shall be stored in weather and vermin proof bins or skips or similar containers only. ii. Hazardous waste shall be stored in a bunded weatherproof area. Water from the bund shall be collected and disposed of at an appropriate landfill. iii. General waste that is not reused or recycled can only be disposed of at a registered landfill. Hazardous waste shall be disposed of at a hazardous waste landfill. iv. Overburden/spoil shall be disposed of at a registered landfill or at spoil areas authorised by the Competent Authority and approved by the Employers Agent. v. Record shall be kept of all waste generated and what proportions are being reused or recycled. Records of waste disposed at landfills or spoil areas shall also be recorded. Disposal certificates / receipts shall be obtained from landfill sites to document waste delivered to the landfill. vi. No septic tanks (French drains) shall be used. All sewage shall be removed to the municipal waste water treatment works; and proof of each disposal shall be retained and submitted to the Employers Agent.
	4) Nuisances (litter, odours and aesthetics).due to poor housekeeping.	i. The development foot print shall be kept clean and waste removed to the waste storage facility daily. ii. Daily litter patrols shall be conducted at the site camp and within the construction footprint. iii. Vermin and weather proof bins shall be provided.
	The Contractor shall develop and implement a waste management method statement.	
Top Tip(s)	Cut up a long spill sock into 20 – 30 cm lengths and place these into each drip tray. This will absorb spilt hydro carbons and prevent over-topping in the event of inclement weather. Many spill socks are designed to absorb anything between 7 – 25 times their weight. Furthermore, many can be wrung out and re-used. The use thereof does however not absolve the Contractor in preventing spills and subsequent environmental	

	contamination. Assign a dedicated (and approved) area where empty cement bags can be soaked and allowed to dry. This alters the chemical nature of the cement with the resultant inert cement bags being suitable for disposal at registered (general waste) landfill site(s).

DESCRIPTION	Water Management			
Possible source of potential impact	- Site office - Civil works	- Stockpiles - Excavations and dewatering	- Hydro carbon spills - Access and haul roads	- Waste water - Water use
Risks/Impacts	Risks/Impacts	Mitigation measures		
	1) Destabilisation of watercourse channel and loss of habitat due to alteration of the bed or banks of the watercourse. These actions could result in changes to watercourse functioning.	i. Watercourse crossings shall be formalised in order to protect the beds and banks of watercourses. ii. Evaluation of watercourse soils shall be done before construction related activities commence to verify wetness zones and soil profiles in order to reinstate original conditions during rehabilitation. iii. Stabilisation mechanisms and anti-erosion measures required as and where required. iv. Protection of fauna and flora. v. Rehabilitation as per prescribed measures. vi. During construction, all topsoil and subsoil stockpiles shall be stored outside of wetland and riparian zones. A minimum distance of 100 m shall separate the stockpiles with the start of the wetland and riparian zone. vii. Construction related activities may require regulatory approvals to be obtained prior to the commencement of works within water courses.		
	2) Pollution or loss of water due to construction related activities interfacing with ground water (ingress of ground water into trenches,	i. Water impacted upon by construction related activities shall not be released directly into the environment. ii. Water shall only be released into the surrounding environment with the approval of the Employers Agent and once it meets the regulated prescribed minimum requirements. iii. A storm water management plan shall be developed to prevent erosion and the contamination of water; and deal with storm water release into the environment.		

DESCRIPTION	Water Management	
	thereby requiring dewatering) and unmanaged runoff of surface water through unstabilised areas.	iv. Storm water shall be directed towards stabilised areas which can dissipate the energy of the water flow. No ponding shall be permitted. v. Prevention of water contaminated through storm water attenuation works discharging into any storm water drain or watercourse. vi. No handling of hazardous substances within close proximity to water resources and storm water drains.
	3) Decreased watercourse / wetland water quality and increased water quantity used.	i. Water quality upstream and downstream of where construction related activities are to occur, shall be monitored in terms of the variables and frequencies prescribed in the regulated minimum requirements, before, during and after construction related works. ii. Waste water shall be reused wherever possible. Water to be reused shall be tested for water quality (in terms of the variables and limits in regulated prescribed minimum requirements) and treated where necessary before reuse. iii. All construction related activities shall be excluded from watercourses, wetlands, riparian ecosystems and all sensitive areas, unless authorised so and approved by the Employers Agent. iv. During all works, no activity such as ablution, disturbance of natural habitat, storing of equipment or waste disposal may be permitted within any wetland, riparian zone. v. Implementation of anti-erosion and storm water works in areas susceptible to erosion.
	4) Non-conformance with regulatory requirements	i. Water use license may be required for watercourse crossings by service roads. Water use licenses shall be required for the discharge of the effluent if it is discharged to a water resource.
	The Contractor shall develop and implement a water management method statement.	
Top Tip(s)	• Straw bales (and not hay bales) may be used for bank stabilisation and sediment settlement. • Geotextile material should be placed parallel to the watercourse bank. The first row should be placed adjacent to the bank, with subsequent rows overlapping. Vertical placement results in erosion runnels.	

Decommissioning

DESCRIPTION	Decommissioning			
Possible source of potential impact	• Dust • Noise • Asbestos	• Rubble stockpiles • Excavations and dewatering	• Hydro carbon spills • Access and haul roads • Rupturing underground tanks	• Waste water • Water use
Performance indicators / Targets.	Performance Indicator	Target		
	1) Environment	a) The Contractor shall prevent adverse environmental and community impacts from construction. b) The Contractor shall prevent loss of soil and creation of dust. c) The Contractor shall minimise any degradation of the quality of water leaving the site. d) The Contractor shall minimise the generation of excessive construction waste, including litter. e) Minimise contamination of the environment from dust.		
	2) Contamination	a) The Contractor shall minimise the risks to the environment and human health as a result of decommissioning activities. b) The Contractor shall ensure construction workers engaged in earthworks or demolition activities or off-site disposal of waste are aware of potential contamination issues through site inductions, environmental training and at daily toolbox meetings, and undertake these activities in accordance with applicable regulatory requirements. c) The Contractor shall ensure that all earthworks, construction and demolition activities which could intercept or expose contaminants of potential concern are managed to prevent storm water or dust discharge.		
	3) Noise	a) The Contractor shall use of lowest practicable noise emitting equipment and plant; noise levels will be considered in the selection of all plant and equipment, including the use of bored piles rather than driven piles where appropriate. b) The Contractor shall inspection all equipment to ensure that any noise mitigation (e.g. mufflers) is suitable.		
	4) Traffic	a) The Contractor shall prevent vehicle accidents and protect life and property. b) The Contractor shall avoid or minimise environmental damage and visual and noise disturbance due to vehicular traffic.		
	5) Construction Timing and Impacts	f) The Contractor shall provide appropriate mechanisms for the collection, treatment, recycling, reuse and disposal of construction waste and litter.		

DESCRIPTION	Decommissioning	
		g) The Contractor shall prevent environmental degradation caused by the inappropriate disposal of construction waste and litter. h) The Contractor shall provide for the environmentally responsible disposal of all construction wastes and litter. i) The Contractor shall conserve resources and maximise the recovery of reusable materials. j) The Contractor shall formulate and implement a waste minimisation strategy.
	1) Budget	a) The Contractor shall make provision for adequate budget for site environmental management requirements.
	2) ECO	a) The City of Cape Town shall appoint a competent and knowledgeable ECO; and where required, an Environmental Auditor.
	3) Contractors Environmental Officer	a) The Contractor shall appoint a competent and knowledgeable Contractors Environmental Officer

Annexure 8 – Site Plan

Annexure 9 - Method statement

Purpose

The purpose of the method statement is to:

- *Outline the safe manner in which the task / activity is to be undertaken*
- *Provide induction material for all undertaking the task / activity to understand*
- *Meet legal requirements – hazard identification and control*
- *Provide a programme against work, material, time, staff and anticipated problems are to be managed*
- *Act as a tool in quality assurance*

Scope

A method statement describes the scope of the intended task / activity in an easy to understand step – by – step manner. This is particularly important to reduce potential confusion and ambiguity of the contents by those personnel required to implement it.

The method statement should clearly indicate:

- *What – a brief concise description of the task / activity to be undertaken;*
- *Who – a brief concise description of the personnel involved with undertaking the task / activity;*
- *When - a brief concise description of the sequence of actions with due commencement and completion dates of the task / activity to be undertaken;*
- *Where - a brief concise description and map / drawing of the locality of the task / activity to be undertaken;*
- *Why - a brief concise description of the importance and requirement of the task / activity to be undertaken; and*
- *How - a brief concise description of the methods to be implemented, materials and equipment to be used for the task / activity.*

Language use

The method statements shall be written in plain English so that they are understood by all. Therefore a well thought through and well written method statement providing clear and concise specific work plans, can save much time and money and potentially prevent the occurrence of incidents and accidents.

The implementation of the method statements shall be audited by the ECO. Consequently the method statements shall contain sufficient information and detail to satisfy the Employers Agent and ECO that the works will be implemented correctly and that potential incidents / accidents shall mitigated and managed.

Please remember to:

- *Consider the reader;*
- *Communicate a clear message;*

- *Use clear and concise language; and*
- *Consider how the information is portrayed.*

Site Specific Requirements

The method statement shall be site and development specific. Method statements copying information contained within the EMP, specifications or other documents shall not be considered as they do not indicate to the person responsible for approving the document, that the Contractor has a clear understanding of what is required.

Minimum Requirements

The method statement should as a minimum address the following:

- **Description**
 - *Provide a brief and concise description of the work to be undertaken;*
 - *Personnel Qualifications and Experience;*
 - *List all the details of qualifications and experience required for the completion of the task; and*
 - *Experience may cover previous work done in the area that may not require certificates or licences.*
- **Personnel, Duties and Responsibilities**
 - *Give details of the duties and specific responsibilities of supervisors and other personnel. For example, describe such things as daily toolbox talks and guidance provided by the Environmental Officer;*
 - *Training required to complete work; and*
 - *Make sure that all workers and their Supervisors are trained in the procedures needed to complete the job safely and in an environmentally responsible way, especially when undertaking tasks for the first time or where new or changed work methods are utilised.*
- **Programme**
 - *Provide a clear and concise programme indicating all phases and time frames associated with the task.*
- **Construction sequence and method**
 - *Indicate all steps associated with task at hand. This shall be done in a manner which is easily understandable and leaves no uncertainties to staff that are required to implement the task in the field.*
- **Possible Hazards**
 - *Include all possible hazards such as:*
 - *Hazardous substances, explosives, dust, etc ;*
 - *Hazards to others in area ; and*
 - *Rubbish, electrical, fills.*
- **Resources/Plant/Equipment**
 - *List resources, plant and equipment that you will use on the job, e.g. ladders, scaffold etc.*
- **Environmental**
 - *Indicate environmental management responsibilities ;*

- *Provide aspects and impacts associated with the activity;*
- *Provide environmental guidelines; and*
- *Specify employee training and involvement.*

Indicate the following:

- *Material consumption;*
- *Energy consumption;*
- *Water consumption;*
- *Waste management and reduction;*
- *Buildings, machinery, soil;*
- *Residual materials and waste;*
- *Atmospheric emissions, noise and odour pollution;*
- *Wastewater;*
- *Accidents and accident prevention; and*
- *Transport*
- **Health and Safety**
 - *List all safety controls such as MSDS;*
 - *Warning Signs;*
 - *Personal protective equipment;*
 - *Storage of materials and equipment;*
 - *Fellow workers/public safety provisions; and*
 - *Housekeeping*
- **Monitoring Systems**

The Contractor shall develop a strategy and programme to monitor and verify its proposed mitigation measures are functioning.

This shall set out:

- *performance outcomes in respect of the potential negative environmental and social effects;*
- *mitigation measures to assist in achieving performance outcomes;*
- *a programme for monitoring negative environmental and social effects to ensure that mitigation measures are meeting performance outcomes; and*
- *a contingency plan to be implemented should monitoring reveal that mitigation measures have failed.*

All work undertaken by the Contractor shall align to best practicable environmental options; complies with relevant regulatory requirements and satisfies the provisions prescribed within the EMP.

Methodology

The outcome of all monitoring is to provide information to inform whether the prescribed outcomes are being met. Consequently the inclusion of monitoring within the method statements is to:

- *inform the detection of potential unwanted environmental and social situations from developing, in order to provide timeous implementing of appropriate control measures;*
- *define the roles of all parties associated with the monitoring process and provide them with clear responsibilities; thus allowing for improved and clear lines of*

- communication;*
- *identify monitoring parameters and define the mechanisms for monitoring;*
- *provide mechanisms for the evaluation of monitoring efficiency and efficacy in relation to the management and mitigation measures prescribed in the EMPr;*
- *provide for measures to improve management actions associated with the mitigation of potential impacts;*
- *prescribe monitoring frequency; and*
- *allow for iterative learning.*

Environmental Monitoring

Environmental monitoring techniques shall include:

- *Emission monitoring:*
Emission monitoring shall entail the gathering of samples of all construction generated emissions for the purposes of characterising and quantifying contaminants; providing mechanisms to control emission release at point of discharge; and demonstrating compliance with prevailing regulatory requirements, accepted norms and standards.

This could include dust fall out monitoring in terms of the National Dust Control Regulations and emissions in terms of the City of Cape Town Air Quality Management By-law, as amended.
- *Environmental surveillance:*
The collection and analysis of dust, noise, soil and water samples within the development footprint to determine compliance with prevailing regulatory requirements; and accepted norms and standards.
- *Meteorological monitoring:*
The collection of meteorological data to inform how prevailing conditions impact upon environmental surveillance activities.
- *Photographic Record*
The Contractor shall compile a photographic record of all activities on site prior to construction related activities commencing, during the construction process and on completion of construction related works.

Social Monitoring

Social Monitoring shall:

- *determine relevant stakeholder groups;*
 - *monitor mechanisms to pro-actively manage influx of work-seekers, including health aspects;*
 - *determine efficacy of addressing and provide mitigation for social issues experienced due to construction related activities;*
 - *monitor delivery of services to a level associated with pre-construction conditions; and*
 - *determine efficacy of economic inclusion of local community.*
- ***Emergency/disaster incident and reaction procedures***

- *Procedures must be included indicating how incidents/accidents will be dealt with and what steps are in place to prevent such an incident/accident from occurring.*
- **General**
 - *Explanation of important technical/environmental terms*

The Contractor shall be accountable for all actions taken in non-conformance of the accepted Method Statements. The Contractor shall keep all the method statements and subsequent revisions on file, copies of which must be distributed to all relevant personnel for implementation.

The Contractor shall be required to submit, the method statements listed in the table below as identified in the contract, for approval by the Employers Agent prior to the start of construction related activities.

Table 8: Method Statements could include the following Aspects.

Method Statement	Key information required	Target
Site Establishment and Layout	- Site establishment methodology - Site layout drawing - Gates and fencing - Aesthetics and housekeeping - Laydown areas - Workshops - Wash bays	No damage to existing gates and fences. All gates equipped with locks to prevent unauthorised access. No complaints about open gates. No complaints from landowners No damage to private property No unplanned disturbance due to construction related activities.
Cement Mixing / Concrete Batching / Bentonite Mixing / Soilcrete mixing	- Mixing and batching methodology - Plant drawings - Monitoring of stockpiles, materials, water etc.	All cementitious mixing to occur within demarcated localities. No indiscriminate spoiling of cementitious products in non-designated areas. No impacts upon receiving water resources.
Water Management	- Grey water management - Sewerage water management - Industrial waste water management - Stormwater/runoff management - Water monitoring	All waste water to be monitored and comply with regulatory requirements. Stormwater to be managed to ensure no environmental degradation occurs.
Dust Management	- Dust generating activities - Weather influences - Dust management strategies - Dust monitoring	No complaints from stakeholders. Dust emissions to be monitored and comply with regulatory requirements.
Environmental Monitoring	- Monitoring of dust, noise, water etc.	Compliance with regulatory requirements: • Dust: NEM AQA Air Quality Regulations;

Method Statement	Key information required	Target
		- Noise: Western Cape Noise Control Regulations; and - Water: NWA Water Quality Guidelines. Ensure no incidents or accidents occur which negatively impact upon the surrounding environment.
Erosion control	- Erosion controls to be implemented across the site - Corrective actions for occurrence of erosion	Slopes > 1:1 must have additional anti-erosion mechanisms. No evidence of erosion. No evidence of disturbance outside of project area.
Fire	- Fire breaks - Fire extinguishers - Hot works - Policy on open fires	Zero (0) fires.
Fuel storage and Refuelling	- Bulk fuel storage - Bulk fuel storage schematics - Bowsers (refuelling and storage) - Jerry Can (refuelling and storage)	All refuelling to occur within designated areas. All hydrocarbons to be contained within approved bunded facilities. Identified staff to undergo suitable spill clean-up training.
Heritage	- Archaeological finds - Heritage resources	No damage to heritage structures, unless proof of consultation with a heritage specialist and approval from the H:WC is in place. Records of chance finds must be kept. Where chance finds are unearthed, proof of work being stopped immediately and proof of consultation with a heritage specialist and the H:WC must be kept on site.
Noise	- Limits to be adhered to - Monitoring information	Noise levels shall be monitored to ensure they comply with regulatory requirements. Noise generating activities shall not exceed the criteria prescribed in the Western Cape Noise Control Regulations. No complaints relating to noise from the stakeholders.

Method Statement	Key information required	Target
Rehabilitation	– Areas identified for rehabilitation	Reinstatement of areas affected through construction related activities. The final placement of layers of soil on disturbed areas must match the pre-construction profile or as prescribed on construction drawings.
Solid and Liquid Waste Management	– Implement measures to reduce, monitor and manage waste generation, whilst maximising recycling efficiency. – The method statement shall reflect the principles of integrated waste management as contained within the NEM: WA. – Hazardous and general waste management measures – Recyclable waste management	Ensure all waste products are disposed of at a registered waste landfill site designed to cater for said waste product. Proof of waste generated, reused, recycled and disposed of, including disposal certificates, must be kept on site. Contain all waste within approved designated areas and stored in marked containers. Containers of hazardous waste and waste oils shall be stored in a bunded, covered area. No evidence of contamination by waste. Bins provided at regular intervals. No evidence of litter.
Earthworks	– Manage the removal and stockpiling of subsoil during the contract for use during rehabilitation.	Soil horizons (stockpile separately). Stockpiles shall not be higher than 2 m. Stockpiles shall be kept free of alien invasive species. No stockpiles shall be located outside of areas indicated in the construction diagrams.
Traffic	– Minimise the impacts and extent of construction related traffic on the surrounding road network and environment, whilst maximising road user safety.	No accidents or incidents. No complaints from the public. Proof of notification of landowner for closure of access roads. Alternative access roads always provided at partial road closures and other traffic disruptions. Compliance with regulatory requirements.

Method Statement	Key information required	Target
Training	- Foster construction related skills transfer, environmental awareness, health and safety awareness, and materials and equipment skills.	Proof of training provided, including training materials that meet the requirements of the Employers Agent. Proof of attendance of staff at training. Records of training evaluation results. Results must reflect that training has been effective.
Wash Areas	- To ensure plant and equipment used on site are kept clean whilst containing and preventing the release of potential contaminants into the receiving environment.	No contamination of the receiving environment through the washing and cleaning of equipment and plant. Compliance with regulatory requirements.
Hazardous Materials Management	- Storage of Hazmat - Transportation of Hazmat - Use of Hazmat - MSDS	No contamination of the environment through use of hazardous materials.
Flora and Fauna	- Procedure when encountering protected flora - Procedure for removal of all flora during clearing activities - Fauna protection measures	No damage to protected species. Safe translocation of encountered flora / fauna
Site Closure	- Temporary (during holidays) and permanent closure procedures - Removal of site infrastructure - Removal of plant and equipment	Temporary site closure without incidents. Permanent site closure where all infrastructure, plant and equipment is removed without incident.

Annexure 10 - Sensitivity Mapping

➡ Note to Compiler: Please insert Sensitivity Mapping associated with development footprint

Annexure 11 – Environmental Monitoring of Water

In terms of Government Notice R 665 (Government Gazette 36820 of 2013, as amended), the wastewater limit value (General) indicated below refers to “the mass expressed in terms of the concentration and/or level of a substance, which may not be exceeded at any time. Wastewater limit values shall apply at the last point where the discharge of wastewater enters into a water resource, dilution being disregarded when determining compliance with the wastewater limit values. Where discharge of wastewater does not directly enter a water resource, the wastewater limit values shall apply at the last point where the wastewater leaves the premises of collection and treatment”.

Table 9: Wastewater limit values applicable to discharge of wastewater into a water resource

Parameters and Variable	DWS “General Limits”
COD (mg/l)	75
Dissolved Arsenic (mg/l)	0.02
Nitrate and nitrite (mg/l)	15
Ammonia as N	6
Orthophosphates (mg/l)	10
Suspended Solids (TSS) (mg/l)	25
Soaps, oil and grease (mg/l)	2.5
Free & Saline ammonia (mg/l)	6
Faecal Coliform bacteria (CFU per 100ml)	1000
Boron (mg/l)	1
Total Cadmium (mg/l)	0,005 or at detection limit of laboratory
Dissolved Copper (mg/l)	0,01 or at detection limit of laboratory
Hexavalent chromium (mg/l)	0,05
Dissolved Lead (mg/l)	0,01 or at detection limit of laboratory
Dissolved Manganese (mg/l)	0,1
Total Residual Cl ₂ (mg/l)	0.25
Total Selenium (mg/l)	0,02
Dissolved Zinc (mg/l)	0,1
Fluoride (mg/l)	1
Dissolved Iron (mg/l)	0.3

Mercury (mg/l)	0.005
Colour, odour and taste	No change
Conductivity (mS/m)	50 to 150
pH	5,5 - 9,5
Turbidity (NTU)	10
Dissolved oxygen (%) saturation)	Min 75%
Temperature	25° C max
Total hardness as CaCO ₃	650

Annexure 12 – Environmental Monitoring of Dust

PM10 monitoring shall be in accordance with GNR 1210, National Ambient Air Quality Standards, of 24 December 2009, as amended.

Table 10: PM10 Monitoring Levels

Substance	Notation	Averaging Period	Concentration ($\mu\text{m}/\text{m}^3$)	Frequency of Exceedance per annum	Compliance Date
Particulate Matter	PM10	24 hours	75	4	1 Jan 2015
		1 year	40	0	1 Jan 2015

Indicative dust fallout (i.e. suspended dust concentrations that will result in fallout) shall be monitored in terms of the GNR 827, National Dust Control Regulations of 1 November 2013, as amended.

Actual dust fallout shall be verified through sampling at sites where such dust is generated and shall not exceed the below limits.

Table 11: Indicative Dust Fallout Levels

Restriction Areas	Dustfall rate (D) ($\text{mg}/\text{m}^2/\text{day}$, 30-days average)	Permitted frequency of exceeding dust fall rate
Residential area	$D < 600$	Two within a year, not sequential months.
Non-residential area	$600 < D < 1200$	Two within a year, not sequential months.

Annexure 13 – Environmental Monitoring of Noise

The Noise Control Regulations P.N. 200/2013 Dated 20 June 2013 made under Section 25 of the Environmental Conservation Act (Act 73 of 1989) prescribes:

Table 12: Definitions of Disturbing Noise and a Noise Nuisance

DEFINITIONS OF DISTURBING NOISE AND A NOISE NUISANCE	
Disturbing Noise	Noise Nuisance
"disturbing noise" means a noise level that exceeds the ambient sound level measured continuously at the same measuring point by 7 dBA or more;	Means any sound, which disturbs or impairs or may disturb or impair the convenience or peace of any person.
Ambient sound level means the reading on an integrating impulse sound level meter taken in the absence of any alleged disturbing noise.	PN200/2013: "ambient noise"- means the all-encompassing sound in a given situation, measured as a reading on an integrated impulse sound level meter for a total period of at least 10 minutes.
Noise level means the reading taken at a measuring point in the presence of any alleged disturbing noise at the end of a total period of at least ten minutes after such meter was put into operation, and, if the alleged disturbing noise has a discernable pitch, for example, a whistle, buzz, drone or music, to which 5 dBA is added.	PN200/2013: "residual noise"- means the all-encompassing sound in a given situation at a given time, measured as a reading on an integrated impulse sound level meter for a total period of at least 10 minutes, excluding noise alleged to be causing a noise nuisance or disturbing noise.

Annexure 14 - General Conditions of Contract

Listed below are issues pertaining to the environment that form part of the Contract Document. The clause references relate to the SAICE General Conditions of Contract 2015 (GCC). They are listed here to emphasise that they form part of the environmental considerations and requirements for this project.

Any additional conditions are presented in the Additional Conditions of Tender in Tender Data section of the Contract.

Engineer's authority to delegate

In terms of Subclause 3.3.4 the Employers Agent has the authority to appoint a representative to act as the Environmental Planner for the Contract. The Planner shall be responsible for monitoring compliance with the EMPr, and may be the Employers Agent's Representative or any other person responsible to the Employers Agent.

Compliance with the Employers Agent's Instructions

Subclause 4(2) requires that the Contractor comply with the Employers Agent's instructions on any matter relating to the Works. Moreover, Subclause 4.2.2 ensures that the Contractor only takes instructions from the Employers Agent, the Employers Agent's Representative or other person authorised by the Employers Agent in terms of Subclause 3.3.4.

Access to the Works

Subclause 7.3 makes provision for the Employers Agent to authorise access to the Works by the Environmental Planner.

Copy of Documents on Site

Clause 13 requires the Contractor to keep a copy of all documents constituting the Contract (including the performance specifications) available on Site.

Method Statements and Programme

Subclause's 12(2) and 12(3) make provision for the Employers Agent to request documents concerning the Contractors arrangements and methods of carrying out the Works. In the case of the performance specifications, these would be submitted as Method Statements.

Subclause 5.6 also makes provision for the Employers Agent to request the programme for carrying out the Works.

Compliance with other legislation

Subclause 4.3.1 requires that the Contractor comply with all applicable laws in the performance of the Contract.

Health and Safety

Subclauses 4.3.2 of GCC remind the Contractor of his obligations in terms of the Occupational Health and Safety Act, No. 85 of 1993.

Subclause 5.7 of SANS 1200A reinforces these requirements through the observation of proper and adequate safety arrangements.

Monitoring

Subclause 2(1) – 2(3) makes provision for the Employers Agent to undertake such duties and functions as are required in terms of the Contract, including the monitoring of any environmental variables.

Public Nuisance, and Pollution

Subclauses 8.1.2 of GCC requires that all operations necessary for the execution of the Works be carried out so as not to cause unnecessary noise or pollution, or to interfere unnecessarily or improperly with public services, or the access to, use and occupation of public or private roads and footpaths or properties.

Subclause 5.6 of SANS 1200A further requires the Contractor to minimise dust nuisance and pollution of streams and inconvenience to or interference with the public.

Dust

Subclause 17(1) requires that all operations necessary for the execution of the Works be carried out so as not to cause unnecessary air pollution.

Subclause 5.6 of SANS 1200A requires that the Contractor take all reasonable measures to minimise any dust nuisance.

Noise

Subclause 8.1.2 of GCC requires that all operations necessary for the execution of the Works be carried out so as not to cause unnecessary noise pollution.

Subclause 4.1 of SANS 1200A requires that when working in built-up areas, the Contractor shall provide and use suitable and effective silencing devices for pneumatic tools and other plant that would otherwise cause a noise level exceeding 85dB.

Protection of Archaeological/ Palaeontological remains

Clause 15(1) requires the Contractor to take reasonable precautions to prevent any person from removing or damaging any archaeological or palaeontological artefact, or other articles of value and requires that he inform the Employers Agent and follow any instructions issued in this regard.

Hours of Operation

Subclause 38.1.1 – 38.1.4 restricts the Contractors hours of operation to between sunrise and sunset from Monday to Saturday unless otherwise approved by the Employers Agent.

Subclause 40(2) further requires that in the event that permission is granted for night working then such work will be carried out without unreasonable noise and disturbance.

Housing, Food and Transport

Subclause 20(1) requires the Contractor to provide adequate payment, housing, feeding and transport for his employees on Site.

Subclause 4.2 of SANS 1200A further requires that facilities provided comply with local authority regulations and are maintained in a clean and sanitary condition.

Protection of Existing Environment

Subclause 17(2) requires that the Contractor uses every reasonable means to prevent damage to roads and bridges communicating with or in the vicinity of the Site.

Removal from Site

Clause 4.11.2 makes provision for the Employers Agent to instruct the removal of any persons who in his opinion is guilty of misconduct; or is incompetent, negligent, or constitutes an undesirable presence on site.

Subclause 23(2) requires that all Plant be in good working order. Accordingly, the Employers Agent may order that any Plant not complying with the performance specifications be removed from Site.

Competence

Subclause 4.11 requires that all persons employed on site are careful, competent, and efficient. These attributes embrace knowledge of the environmental matters and issues dealt with in the EMPr.

Reinstatement

Clauses 33 makes provision for the Contractor to make good any damage, due to negligence on the part of himself or his employees, to the satisfaction of the Employers Agent, and bear any costs associated with such reinstatement.

Suspension of Works

Subclause 5.11 enables the Employers Agent to suspend the progress of the Works or any part thereof as a result of some default or breach of the Contract on the part of the Contractor.

Site Clean Up

Subclause 5.15.1 requires that as part of the completion of the Works or any portion thereof, the Contractor shall clear away and remove from the Site all Construction Plant, surplus materials, rubbish and Temporary Works of every kind and leave the whole Site and Permanent Works clean and tidy. If the Contractor fails to comply, the Employer may have the site cleared and recover the cost from the Contractor.

Annexure 15 - Bill of Quantities

Tenderers shall price this strictly in accordance with the Specifications and SANS 1200, where a conflict arises between these two documents the Specifications shall take precedence. Where a conflict arises between this and the Specifications, the Specifications shall take precedence. Tenderers shall price to provide the complete Works

Where reference is not made to a standardized or a particular SANS 1200 clause, the descriptions included in the bill of quantities shall be read in conjunction with the relevant drawings and specifications and the item shall be priced accordingly. The tendered rate shall also, for each item, include the supply of materials, installation and construction, testing and commissioning, all as required to render the works complete and fully functional in every aspect upon final handover.

All works shall be performed to the specified standards or consistent with recognized, good industry norms and practices, to provide the works in a complete, fully functional, operable and compliant manner.

PSEM1 Environmental Monitoring

A Provisional Sum shall provide for the cost of monitoring and sampling air quality, noise and water quality by an independent professional service provider(s) to be selected and appointed by the Contractor. The Contractor shall submit detailed Terms of Reference for these professional service providers within six weeks of appointment, for approval by the Employers Agent. The Terms of Reference shall specify at least the following:

- *qualifications;*
- *professional registration;*
- *experience and track record;*
- *demonstrated proficiency in use of relevant monitoring and sampling equipment;*
- *equipment requirements and tolerances for detection limits;*
- *reporting and analysis; and*
- *confirmation of laboratory accreditation, capacity, delivery and performance within reasonable timeframes.*

The rate tendered shall include full compensation for all the Contractor's costs in complying with the requirements of PSEM8, PESEM16 and PSEM24 including the measurement, monitoring, management and provision of sampling equipment and quality control.

PSEM2 Environmental Officer

The tendered rate shall include full compensation for the supply of an Environmental Officer for the duration of the contract. The Environmental Officer shall be appointed within two weeks of acceptance of Appointment Letter and shall remain employed until after the rehabilitation has been completed. The rate shall cover the services of a full time suitably experienced and qualified person.

PSEM3 Community Liaison Officer

The tendered rate shall include full compensation for the supply of a Community Liaison Officer for the duration of the contract. The Community Liaison Officer shall be appointed within two weeks of acceptance of Appointment Letter and shall remain employed until after the rehabilitation has been completed. The rate shall cover the services of a full time suitably experienced and qualified person.

PSEM4 Planning

Not applicable to Construction related activities

PSEM5 Design

Not applicable to Construction related activities

PSEM6 Pre-construction

The rate tendered shall include full compensation for all the Contractor's costs in complying with all requirements including the measurement, monitoring, management and provision of sampling equipment and quality control.

PSEM7 Aesthetics Management

The Contractor to price for the aesthetics management activities as a time related P&G item.

PSEM8 Dust Management

The Contractor to price for the dust management activities as a time related P&G item.

PSEM9 Earthworks Management

Please refer to the Technical Specification and Scope of Work

PSEM10 Erosion Management

The Contractor to price for the erosion management activities as a time related P&G item.

PSEM11 Fauna and Flora Management

The Contractor to price for the fauna and flora management activities as a time related P&G item

PSEM12 Fire Management

The Contractor to price for Fire Management activities as a time related P&G item.

PSEM13 Hazardous Substance Management

The Contractor to price for the hazardous substance management activities as a time related P&G item.

PSEM14 Heritage Management

The Contractor to price for the heritage management activities as a time related P&G item.

PSEM15 Landowner Liaison

The Contractor to price for the land use management activities as a time related P&G item.

PSEM16 Noise Management

The Contractor to price for his Noise Management activities as a time related P&G item.

PSEM17 Rehabilitation Plan

The Contractor to price for rehabilitation activities on a per m² basis.

PSEM18 Social Aspect

The Contractor to price for the social management activities as a time related P&G item.

PSEM19 Soil Management

The Contractor to price for the soil management activities as a time related P&G item.

PSEM20 Sustainability Management

The Contractor to price for the sustainability management activities as a time related P&G item.

PSEM21 Traffic Management

The Contractor to price for the traffic management activities as a time related P&G item.

PSEM22 Training Programmes

The Contractor to price for the training programmes as a time related P&G item.

PSEM23 Waste Management

The Contractor to price for the waste management activities as a time related P&G item.

PSEM24 Water Management

The Contractor to price for water management activities as a time related P&G item.

PSEM25 Decommissioning

The Contractor to price for decommissioning activities as a time related P&G item.

Annexure 16 – EMPr Alignment with NEMA Sec 24N

In order to ensure legal compliance, this EMPr is to comply with the requirements of the NEMA Section 24 N, together with Appendix 4 of GNR 982 the EIA Regulations, 2014, as amended.

GNR 982 Appendix 4: Content of Environmental Management Programme, as amended.	Cross linking with the EMPr
1. (1) An EMPr must comply with section 24N of the Act and include-	
(a) details of	
(i) the EAP who prepared the EMPr; and	Annexure 1 - Details of Author(s) and related expertise
(ii) the expertise of that EAP to prepare an EMPr, including a curriculum vitae;	Annexure 1 - Details of Author(s) and related expertise
(b) a detailed description of the aspects of the activity that are covered by the EMPr as identified by the project description;	Section 7. Performance Specifications: Environmental Management Annexure 17: Typical Aspects and Impacts Table
(c) a map at an appropriate scale which superimposes the proposed activity, its associated structures, and infrastructure on the environmental sensitivities of the preferred site, indicating any areas that any areas that should be avoided, including buffers;	Annexure 8 – Site Plan
(d) a description of the impact management objectives, including management statements, identifying the impacts and risks that need to be avoided, managed and mitigated as identified through the environmental impact assessment process for all phases of the development including-	Section 2.2 Outcomes of the EMPr
(i) planning and design;	Section 7. Performance Specifications: Environmental Management Annexure 7.1 Planning Annexure 7.2 Design
(ii) pre-construction activities;	Section 7. Performance Specifications: Environmental Management

	Annexure 7.3 Pre-construction
(iii) construction activities;	Section 7. Performance Specifications: Environmental Management Annexure 7.4 Construction
(iv) rehabilitation of the environment after construction and where applicable post closure; and	Section 7. Performance Specifications: Environmental Management
(v) where relevant, operation activities;	n/a
(e) a description and identification of impact management outcomes required for the aspects contemplated in paragraph (d);	Section 7. Performance Specifications: Environmental Management
(f) a description of proposed impact management actions, identifying the manner in which the impact management objectives and outcomes contemplated in paragraphs (d) and	Section 7. Performance Specifications: Environmental Management Annexure 7 - Environmental Best Practicable Options
(e) will be achieved, and must, where applicable, include actions to:	
avoid, modify, remedy, control or stop any action, activity or process which causes pollution or environmental degradation;	Section 7. Performance Specifications: Environmental Management Annexure 7 - Environmental Best Practicable Options
comply with any prescribed environmental management standards or practices;	Section 7. Performance Specifications: Environmental Management Annexure 7 - Environmental Best Practicable Options
comply with any applicable provisions of the Act regarding closure, where applicable; and	Section 7. Performance Specifications: Environmental Management Annexure 7 - Environmental Best Practicable Options
comply with any provisions of the Act regarding financial provisions for rehabilitation, where applicable;	Section 7. Performance Specifications: Environmental Management Annexure 7 - Environmental Best Practicable Options
(g) the method of monitoring the implementation of the impact management actions contemplated in paragraph (f);	Section 5 Monitoring
(h) the frequency of monitoring the	Section 5.5 Time Programme

implementation of the impact management actions contemplated in paragraph (f);	
(i) an indication of the persons who will be responsible for the implementation of the impact management actions;	Section 7 Performance Specifications: Environmental Management
(j) the time periods within which the impact management actions contemplated in paragraph (f) must be implemented;	Section 7 Performance Specifications: Environmental Management
(k) the mechanism for monitoring compliance with the impact management actions contemplated in paragraph (f);	Section 5 Monitoring
(l) a program for reporting on compliance, taking into account the requirements as prescribed by the Regulations;	Section 6 Assurance
(m) an environmental awareness plan describing the manner in which-	Section 4.11 Training
the applicant intends to inform his or her employees of any environmental risk which may result from their work; and	Annexure 17: Typical Aspects and Impacts Table
risks must be dealt with in order to avoid pollution or the degradation of the environment; and	Annexure 7 - Environmental Best Practicable Options
(n) any specific information that may be required by the Competent Authority.	➡ Note to compiler: Please include additional information as may be required.

Annexure 17 - Typical Aspects and Impacts Table

The below risk assessment identifies typical risks and uses qualitative measures to estimate the consequences or impact of the event, together with the estimate of its likelihood.

Each potential risk is to be investigated to determine the consequence and likelihood of the hazard occurring. A simple assessment of L (Low), M (Medium) and H (High) is used for the assessment consequence. The occurrence potential of each hazard is also assessed using the simple assessment of L (Low), M (Medium) and H (High).

Table 13: Predicted Level of Risk

Likelihood	Consequence				
	Insignificant	Minor	Moderate	Major	Catastrophic
A (almost likely)	L	M	H	H	H
B (likely)	L	M	H	H	H
C (moderate)	L	M	H	H	H
D (unlikely)	L	L	L	M	H
E (rare)	L	L	L	M	M

Planning

Table 14: Typical Aspects and Impacts associated with the Planning Phase

System Element	Aspect	Impacts	Risk
Conceptual Design	Development scope	Significant possible changes required due to limited information.	High

Design

Table 15: Typical Aspects and Impacts associated with the Design Phase

System Element	Aspect	Impacts	Risk
Design	Development scope	All impacts and risks not adequately identified and assessed due to evolving design	High
	Environmental considerations	Not holistically included within the Engineering Design	High

Pre-Construction

Table 16: Typical Aspects and Impacts associated with the Pre-construction Phase

System Element	Aspect	Impacts	Risk
Tender	Environmental Specifications	Not aligned with EMPr and EIA outcomes.	High
	Bill of Quantities	Environmental considerations not adequately costed for.	High
	Tender valuation and moderation	Inaccurate Contractor submission scoring	High
Approvals	Permits / licenses / authorisations	Not all approvals are timeously obtained	High

Construction

Table 17: Typical Aspects and Impacts associated with the Construction Phase

System Element	Aspect	Impacts	Risk
Aesthetics	Nuisance factor through construction related activities	Dust generation Noise generation Visual impact	High
Dust	Unprotected surfaces	Dust generation	Low
Earthworks	Contaminated spoil	Ecological off-site impacts of contamination	Low
Erosion	Construction related works that require excavations	Unstable embankments along work phase and groundwater seepage	High
Fauna and flora	Alien invasive plant control and removal	Spread of alien invasive plants.	Low
	Loss of biodiversity	Loss of indigenous vegetation	Low
Fire	Restricting activities with a high fire risk	Loss of infrastructure, property or life.	Low
Hazardous substances	Containment of hazardous waste and spills	Soil, groundwater and aquatic contamination	High
	Accidental hydro carbon spillage		
	Uncontrolled use of hydrocarbons	Uncontrolled fires	High
Heritage	Excavation of soils / dredging	Impact on artefact materials	Low
		Damage to chance finds	
Land use	Damage to utility services	Disruption to service	Medium
	Topsoil destabilisation and loss	Incorrect storage and rehabilitation	Low
	Open trenches	Safety of personnel and affected property owners	Medium

System Element	Aspect	Impacts	Risk
	Civil works	Works resulting in excess dust, noise and erosion.	Medium
	Contractors Camp	Unauthorised placement of / activities undertaken at camp	
	Flora and fauna	Disturbance	
Noise	Impact on aesthetics	Increase in noise levels than 7dB above ambient noise levels	Low
	Prohibition of nuisance noise	No person shall generate noise which may cause a noise nuisance.	
Rehabilitation	Not completing rehabilitation works after soil disturbance activities	Loss of species diversity	Low
		Dust generation Erosion	
Soil	Incorrect removal and storage of soil profiles	Poor vegetation regrowth	Low
	Soil loss	Wind and water erosion	
Traffic	Temporary road works	Delays, detours and restricted access	Low
	Dust entrainment	Impacts relating to health and safety	
	Noise	Impacts relating to health and safety	
	Poor or incorrectly maintained plant	Hydro carbon spill	Medium
	Vehicle emissions	Release of noxious gases	Medium
Training	Lack of and / or incorrect training	Potential injuries and / or loss of life and / or property	Low
Waste	Incorrect use, handling, storage and disposal of hydro carbons	Release of hydro carbons in the receiving environment	Medium
	Waste management	Incorrect disposal of waste	Low
		Inefficient resource utilisation	
Water	Collection of waste across construction footprint	Pollution of the environment through <i>inter alia</i> incorrect disposal	Low
	Stabilisation of soil stockpiles	Increased erosion and sedimentation of water resources	
	Incorrect re-internment of backfill	Water erosion	Medium
	Ecological functioning of aquatic environment	Potential of hydro carbon leakages and increased sedimentation levels	
	Development within the sea, 100m of the high-water mark of the sea or coastal public property	Seabed alteration / increase in turbidity	Low
		Loss or damage to littoral zone or dune system.	Medium

Decommissioning

Table 18: Typical Aspects and Impacts associated with the Decommissioning Phase

System Element	Aspect	Impacts	Risk
Aesthetics	Nuisance factor through decommissioning related activities	Dust generation Noise generation Visual impact	High
Dust	Unprotected surfaces	Dust generation	High
Earthworks	Contaminated spoil	Ecological off-site impacts of contamination	Low
Erosion	Decommissioning related works that require excavations	Unstable embankments along work phase and groundwater seepage	High
Fauna and flora	Alien invasive plant control and removal	Spread of alien invasive plants.	Low
Fire	Restricting activities with a high fire risk	Loss of infrastructure, property or life.	Low
Hazardous substances	Containment of hazardous waste and spills	Soil, groundwater and aquatic contamination	High
	Accidental hydro carbon spillage		
	Uncontrolled use of hydrocarbons	Uncontrolled fires	High
Noise	Impact on aesthetics	Increase in noise levels than 7dB above ambient noise levels	Low
	Prohibition of nuisance noise	No person shall generate noise which may cause a noise nuisance.	
Rehabilitation	Not completing rehabilitation works after soil disturbance activities	Loss of species diversity	Low
		Dust generation Erosion	
Soil	Soil loss	Wind and water erosion	Low
Traffic	Temporary road works	Delays, detours and restricted access	Low
	Dust entrainment	Impacts relating to health and safety	
	Noise	Impacts relating to health and safety	
	Poor or incorrectly maintained plant	Hydro carbon spill	Medium
	Vehicle emissions	Release of noxious gases	Medium
Training	Lack of and / or incorrect training	Potential injuries and / or loss of life and / or property	Low
Waste	Incorrect use, handling, storage and	Release of hydro carbons in the receiving environment	High

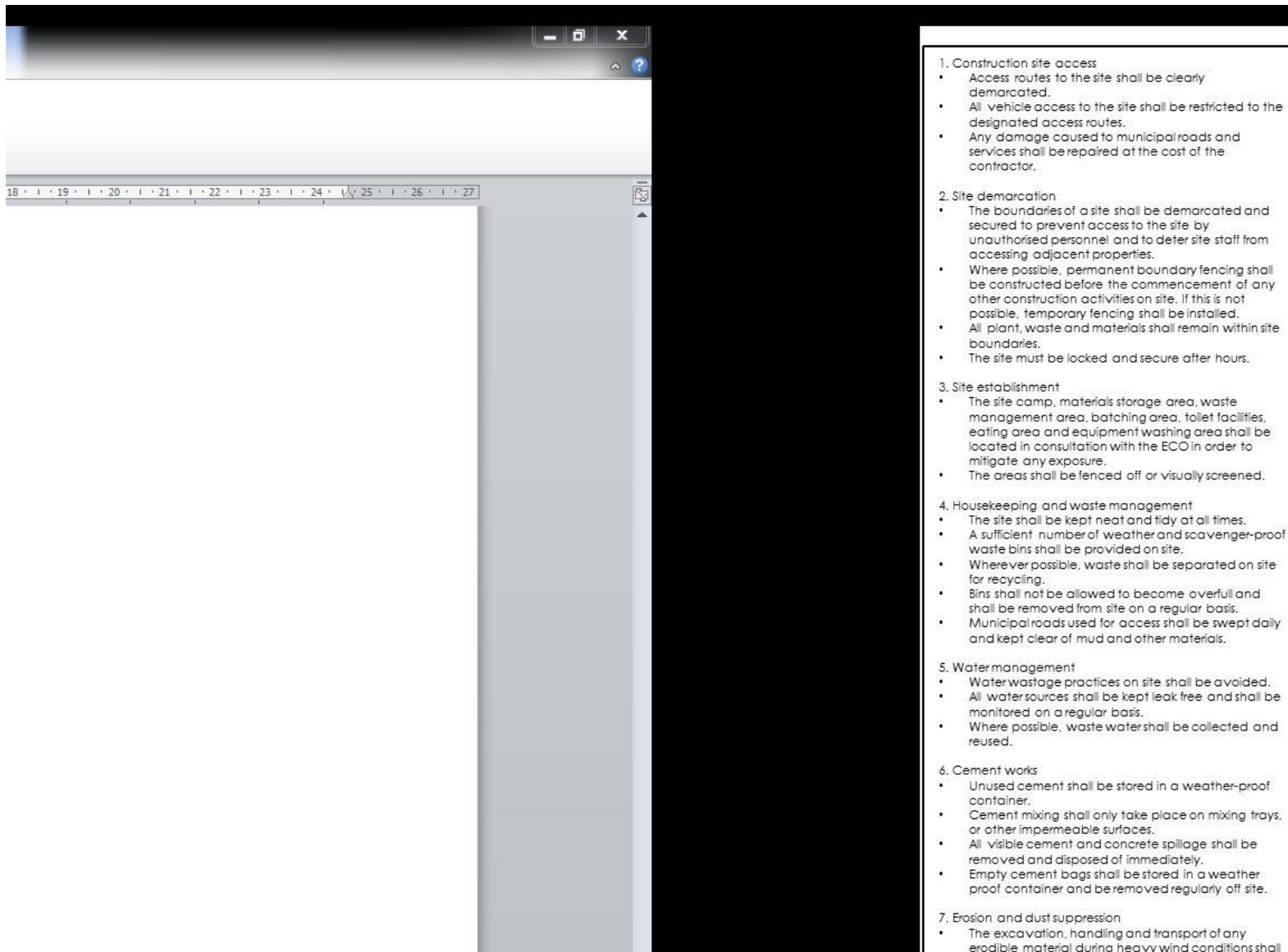
System Element	Aspect	Impacts	Risk
	disposal of hydro carbons		
	Waste management	Incorrect disposal of waste	Low
		Inefficient resource utilisation	
	Collection of waste across construction footprint	Pollution of the environment through <i>inter alia</i> incorrect disposal	
Water	Stabilisation of soil stockpiles	Increased erosion and sedimentation of water resources	Low
	Incorrect re-internment of backfill	Water erosion	
	Ecological functioning of aquatic environment	Potential of hydro carbon leakages and increased sedimentation levels	Medium

Annexure 18 – Site Environmental Management Plan

Given below is an example of a generic Site Environmental Management Plan.

Site EMPs should only be used where the site and associated project is small and not located in or immediately adjacent to a sensitive environment (such as dunes, wetlands, watercourses, biodiversity areas (including nature reserves) and the coast).

The SEMP does not meet the NEMA requirements for an EMPr.



The image shows a presentation slide. On the left side, there is a timeline with numbers 18 through 27. A small icon of a person is positioned above the number 25. The right side of the slide contains a list of seven numbered items, each with a title and a bulleted list of requirements.

1. Construction site access
 - Access routes to the site shall be clearly demarcated.
 - All vehicle access to the site shall be restricted to the designated access routes.
 - Any damage caused to municipal roads and services shall be repaired at the cost of the contractor.
2. Site demarcation
 - The boundaries of a site shall be demarcated and secured to prevent access to the site by unauthorised personnel and to deter site staff from accessing adjacent properties.
 - Where possible, permanent boundary fencing shall be constructed before the commencement of any other construction activities on site. If this is not possible, temporary fencing shall be installed.
 - All plant, waste and materials shall remain within site boundaries.
 - The site must be locked and secure after hours.
3. Site establishment
 - The site camp, materials storage area, waste management area, batching area, toilet facilities, eating area and equipment washing area shall be located in consultation with the ECO in order to mitigate any exposure.
 - The areas shall be fenced off or visually screened.
4. Housekeeping and waste management
 - The site shall be kept neat and tidy at all times.
 - A sufficient number of weather and scavenger-proof waste bins shall be provided on site.
 - Wherever possible, waste shall be separated on site for recycling.
 - Bins shall not be allowed to become overfull and shall be removed from site on a regular basis.
 - Municipal roads used for access shall be swept daily and kept clear of mud and other materials.
5. Water management
 - Water wastage practices on site shall be avoided.
 - All water sources shall be kept leak free and shall be monitored on a regular basis.
 - Where possible, waste water shall be collected and reused.
6. Cement works
 - Unused cement shall be stored in a weather-proof container.
 - Cement mixing shall only take place on mixing trays, or other impermeable surfaces.
 - All visible cement and concrete spillage shall be removed and disposed of immediately.
 - Empty cement bags shall be stored in a weather proof container and be removed regularly off site.
7. Erosion and dust suppression
 - The excavation, handling and transport of any erodible material during heavy wind conditions shall

Annexure L – PERFORMANCE MONITORING TEMPLATE

ANNEXURE L

PERFORMANCE MONITORING TEMPLATE



DIRECTORATE: WATER AND SANITATION	DEPARTMENT: DISTRIBUTION SERVICES	BRANCH: RETICULATION
CONTRACT ID NO.: (SAP Agreement Number)		REPORTING MONTH
TENDER NO.		SERVICE PROVIDER NAME
CONTRACT DESCRIPTION:		REGION NO.
RATES BASED OR FIXED SUM		WINNER/STANDBY
CONTRACT MANAGER'S NAME		NUMBER OF ACTIVE WORKS ORDERS (for the reporting month)
		TOTAL VALUE OF WORKS ORDERS (for the reporting month)

	COMMENTS (IF ANY)	PERFORMANCE SCORE	OUTCOME
PENALTIES			
(Where penalties have been applied details of the penalties are to be recorded here)		3	Outstanding Performance
TOTAL PENALTIES FOR REPORTING MONTH		2	Fully Effective Performance
CONTRACT SUSPENDED? (YES/NO)		1	Unacceptable Performance
CONTRACT TERMINATED? (YES/NO)		0	No services rendered

KEY PERFORMANCE INDICATOR (KPI)	DESCRIPTION	MEASUREMENT	PERFORMANCE SCORE	COMMENTS (IF ANY)
QUALITY CONTROL	Works are being carried out in accordance with the project specifications	3 - Works are being executed in accordance with approved specifications 2 - Works are generally being executed in accordance with approved specifications <u>with minor deviations</u> 1 - Works are not being executed in accordance with approved specifications <u>with major deviations</u>		
TIME MANAGEMENT	Ensures that works is being carried out in accordance with agreed timeframes	3 - Works are being executed in accordance with approved timeframes 2 - Works are generally being executed in accordance with approved timeframes <u>with minor delays</u> 1 - Works are not being executed in accordance with approved timeframes <u>with major delays</u>		
FINANCIAL MANAGEMENT	Ensures timely and accurate submission of monthly payment certificates (including all supporting documentation)	3 - Monthly payment certificate was submitted on time with all relevant supporting documentation 2 - Monthly payment certificate was submitted on time, with all relevant supporting documentation, <u>but required minor amendments</u> 1 - Monthly payment certificate and all relevant supporting documentation <u>was not submitted on time</u>		
RESOURCE AND STAFFING CAPACITY	Ensures that sufficient and appropriate staffing and plant resources are being allocated to the works in accordance with the specifications and conditions of contract	3 - All staffing and plant resources are in line with the contract 2 - Staffing and plant resources are generally in line with the contract <u>with 1 default</u> 1 - Staffing and plant resources are not in line with the contract <u>with 2 or more defaults</u>		
MANAGEMENT OF ISSUES	Ensures that operational issues are being well-managed	3 - All staffing and plant resources are fully operational for the duration of the works and other operational issues are timely resolved 2 - Staffing and plant resources are generally operational for the duration of the works and other operational issues are generally resolved <u>with 1 unresolved issue</u> 1 - Staffing and plant resources are not operational for the duration of the works and other operational issues are not resolved <u>with 2 or more unresolved issues</u>		
LEGISLATIVE COMPLIANCE	Ensures compliance with the Occupational Health and Safety Act and the National Environmental Management Act	3 - Fully compliant with the approved Health and Safety Specifications, Baseline Risk Assessment and the Employer's Standard Environmental Management Programme <u>with no defaults</u> 2 - Generally compliant with the approved Health and Safety Specifications, Baseline Risk Assessment and the Employer's Standard Environmental Management Programme <u>with minor defaults</u> 1 - Non-compliant with the approved Health and Safety Specifications, Baseline Risk Assessment and the Employer's Standard Environmental Management Programme <u>with major defaults</u>		
COMMUNICATION	Ensures that effective communication is maintained with the Employer at all times and the public is treated with courtesy and respect.	3 - Maintains effective communication with the Employer at all times with no defaults; public is treated well <u>with no defaults</u> 2 - Maintains effective communication with the Employer with <u>1 default</u> ; public is treated well <u>with 1 default</u> 1 - Fails to respond to the Employer on <u>2 or more occasions</u> ; does not treat the public in a courteous or respectful manner on <u>2 or more occasions</u>		

TOTAL AVERAGE PERFORMANCE SCORE >>	
OUTCOME RESULT >>	

ADDITIONAL COMMENTS (IF ANY):

SIGNED AND CONFIRMED ON BEHALF OF THE EMPLOYER -

ACKNOWLEDGED AND ACCEPTED ON BEHALF OF THE SERVICE PROVIDER -

Signature: _____
 Name: _____
 Date: _____

Signature: _____
 Name: _____
 Date: _____

**Annexure M – EMERGENCY/UNPLANNED CONTRACTOR APPOINTMENT
PROCESS**

EMERGENCY/ UNPLANNED CONTRACTOR APPOINTMENT PROCESS			 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
WS/RET/DOC/022	4/10/2018	WATER AND SANITATION DIRECTORATE DISTRIBUTION SERVICES, RETICULATION	Version: 03
COMPILED BY: SPO- PDP			APPROVED BY: BRANCH MANAGER
All CONTROLLED documents are located in the SAP DMS			PRINT DATE: 2023/04/19
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1. PURPOSE

This document defines the Appointment Process for an Emergency Contractor on the Reticulation Repair and Maintenance repair and maintenance tenders in detail and the relationship between this process and other processes within the Reticulation Branch.

2. PROCESS DEFINITION

This process defines all required inputs and expected outputs during the Emergency contractor appointment process. It includes all activities performed by each group or persons assigned at different levels of the business and whose main responsibility is to ensure that the appointment process requests are attended to.

3. PROCESS OBJECTIVES AND METRICS

- 3.1. To standardize the procedure in all regions for the appointment of contractors to undertake emergency/ unplanned rehabilitation on the Sewer and Water infrastructure system.
- 3.2. To reduce the control weaknesses in the process and the fraud risks associated with it, in response to a fraud risk review conducted on this process.
- 3.3. To ensure compliance with the Customer Service Charter
- 3.4. To ensure adherence to service standards (%)
- 3.5. To ensure all payments are processed within 28 Days of the created requisition

4. PROCESS OWNERS AND RESPONSIBLE PARTIES

Process Owners	Responsibilities	
Regional Operational Manager	Release Requisition	 mdesousaalves 2024-02-21 10:52:21 ----- scrutinise the work prior to assigning to contractor and try to work internally ----- aware of the amount. Recommend that the CC manager be made aware of the amount Emailed BOQ to Reg Manager - checked and approved or reject ----- mdesousaalves 2024-02-21 10:49:47 ----- Weekly review on tasks/ monitor financial commitments vs potential spend ----- mdesousaalves
Senior Professional Officer/Principal Technician/ Senior Technician/Technician	Authorize and sign Contractors	
Administrative Officer 1/2/3/ Senior Clerk	Create Purchase Requisition File final project file and upload	
Standby: Team Leaders (Foremen, Artisans, Senior Operational Supervisor Dirver (SOSD), Operational Supervisor Driver (OSD), etc.)	Create Purchase Requisition at holidays, etc.	
Superintendent/Senior Superintendent	Contact contractor, Approve and sign contract; in some cases define scope of contractor in consultation with	

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ISIXEKO SASEKAPA
STAD KAAPSTAD

WS/RET/DOC/022

4/10/2018

WATER AND SANITATION DIRECTORATE
DISTRIBUTION SERVICES, RETICULATION

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Process Owners	Responsibilities
Foreman/Senior Foreman	Check internal plumbing team resources, define scope of works, issue work permit, complete work commencement form, complete activity and measurement sheets on a daily basis, verify and approve claim from contractor, compile all documentation in a works file, approve invoice of contractor.
Contractor	Confirm acceptance of works, Execute works, submit claim and invoice for payment.
SCM	Generate PO within three days of requisition creation
Accounts payable	Execute payment to contractor

5. TYPICAL PROCESS INPUTS

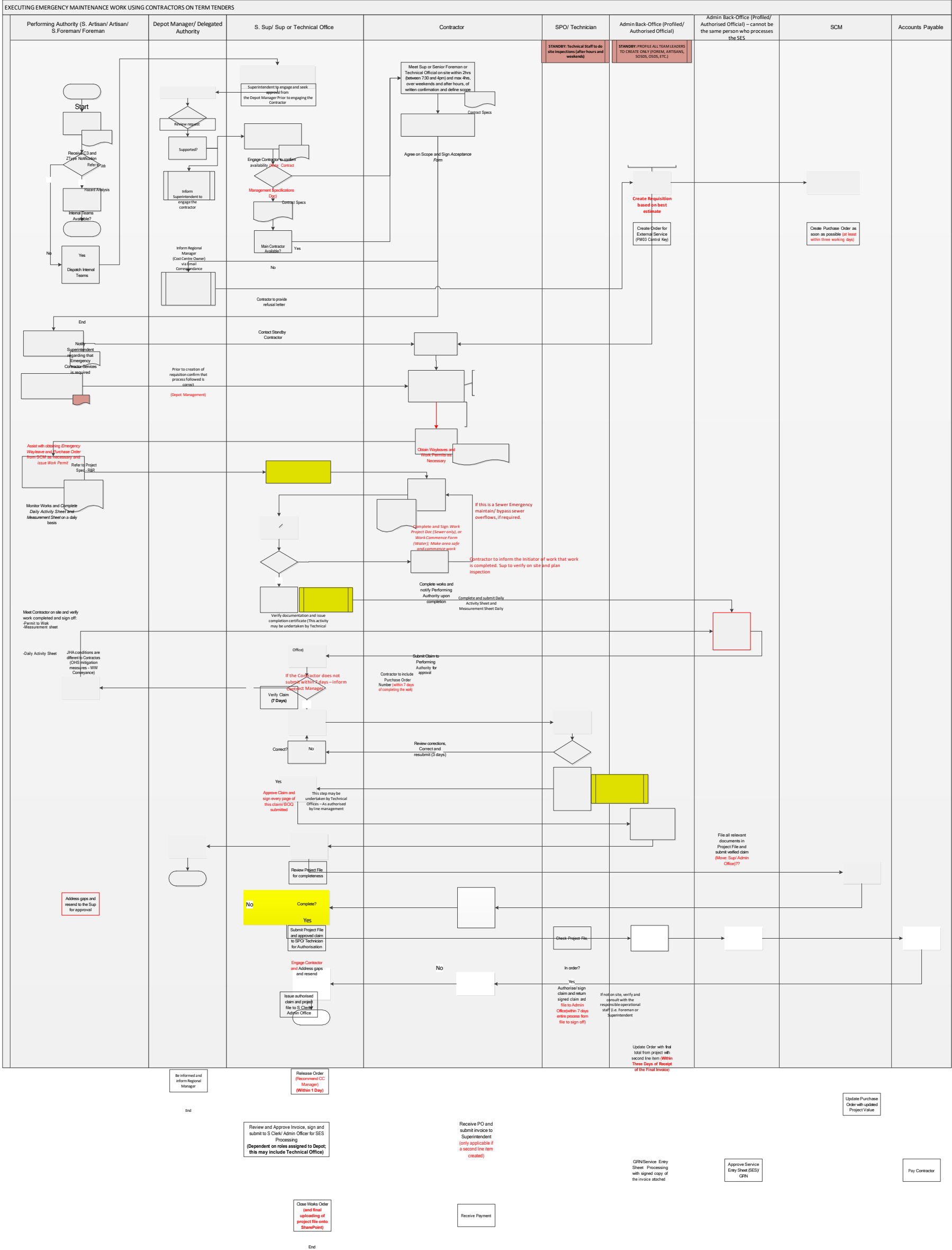
The typical required inputs for this process are:

Technical Information	Resources	Personnel	Special Training/Skills
C3 notification transacting or updating	SAP	Admin Clerk	SAP training
Investigation for scope of works	Report/ Email/ MS Office	Senior Foreman/Foreman	Root Cause Analysis
Record interim measurement of completed works	Report/ Email/ MS Office	Senior Foreman/Foreman/ Technical Office	Quantity Surveying/Excel
Complete Daily activity sheets and measurement sheets	MS Office	Senior Foreman/Foreman/ Technical Office	Word/ Excel
Create Order Purchase Requisition creation	SAP	Senior Clerk/ Administration Officer	SAP training
Good receipt Note	SAP	Senior Clerk/ Administration Officer	SAP training
Approval of works complete	Report/ Email/ MS Office	Senior Professional Officer/ technician	Quantity Surveying/Excel

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6. TYPICAL PROCESS STEPS

6.1. Please see below and attached for the interaction of processes and process steps. (NOTE: PAGE SIZE = A3)



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7. TYPICAL PROCESS OUTPUTS

The typical results (outputs) of the process are as follows:

Products	Documents/Technical Information	Records	Services
		Completed project file with measurement sheets, claims and invoices	Reinstatement of Failed pipeline occurrence.
		Follow-up email confirming discussion via phone call to contractor	Engage Contractor to perform repairs
		In the event of refusal, contractor to provide a refusal letter, then contact standby	Engage Contractor to perform repairs
	Work Commencement Form/ Acceptance Form	Work Commencement Form/ Acceptance Form	Water Infrastructure repairs
	Acceptance Form and Works Project Document	Acceptance Form and Works Project Document	Sewer Infrastructure repairs
		C3 Notification Order No. Requisition No. Purchase Order No.	Water and sewer infrastructure reinstatement after reported as failed
	Wayleaves Work Permits		Water and sewer infrastructure reinstatement after reported as failed
Items as listed in the tender	Completion Certificate	Signed Daily Measurement Sheet Signed Daily Activity Sheet	
		Job Hazard Analysis	

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8. RELATED RISKS AND OPPORTUNITIES

No.	Risk Description	Impact	*Likelihood	Rating	Control/ Opportunities
1	Quantities in the Contractors claim can be inflated	High	Medium	HM	Senior Foreman and Superintendents to receive relevant training Review by Technical Office
2	Works orders released by admin staff holding the process susceptible to fraudulent activities	High	Medium	HM	Appointment of contractors only to be done through Purchase Requisitions
3	Additional items included in the claim from the contractor	High	Medium	HM	Senior Foreman/Foreman to conduct daily inspections and complete the daily activity and measurement sheets.
4	Inability to appoint a contractor prior to creation of PO resulting in delays in attending to emergency (Impact: Liability Claims; Loss of water; Environmental impacts; public safety)	High	Medium	HM	SCM Policy Change Requisition required PO will be created within three days for emergencies by SCM Profile all team leads to create requisitions on standby
5	Creation of Requisition values of R2000 without timeous updating may result in the actual cost exceeding target limit of tender (unable to create footnotes)	High	High	HH	Create requisition with a realistic estimate of costs associated with repair work, alternatively, ensure the requisition of R2000 is updated within 24hrs of creation with quotation
6	Delays in receipt of final invoice impacting on the ability to finalise payment	High	High	HH	Enforce Tender Specifications: Final claim to be submitted within 7 days of completed work Admin Office to follow up with contractor on Day 7 for the invoice Invoices to be approved by the delegated authority and GRN completed within 28 days of receipt of the claim.

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No.	Risk Description	Impact	*Likelihood	Rating	Control/ Opportunities
					Weekly ageing reports to monitor PO status
7	Inadequate Contract Monitoring resulting in sub-standard works by appointed contractors and sign-off on daily activity sheets	High	High	HH	As per process (Daily monitoring and completion of measurement sheets) Where required: Technical Teams to be on standby to monitor contractor after hours and weekends
8	Contractors sending unsigned invoices to Accounts Payable	High	High		Admin Office/ Authorised Official to process the GRN with final invoice to email the contractor the final signed invoice

**Likelihood based on the occurrence of risk at the time of the review. New controls have been identified and listed in the control/ opportunities column. This procedure will be reviewed at the end of the FY to confirm effectiveness of controls*

9. REVISION AND APPROVAL

Rev.	Nature of changes	Approval	Job Title	Signature	Date
0	Original Development	Mr. C. Koen	SPO	-	2018/10/04
1	Original Release	Mr. P. Maritz	Branch Manager	-	2018/10/05
02	Updated Process Flow to make provision for sewer emergency contracted services	Mr. C. Koen	SPO	-	31/01/2020
02	Approval and Release	Mr. P. Maritz	Branch Manager	-	26/03/2020
03	Updated Process Flow to make provision to add additional controls; updated risk assessment; Changed Reference number from WS/RET/PROC/PDP/005 to WS-RET-DOC-022 to align to new reference sequence	Multiple Stakeholders (All Regions and PDP)	Various	-	29/03/2023
03	Approval and Release	Mr. P. Maritz	Branch Manager		26/03/2020

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10. SIGNATURE

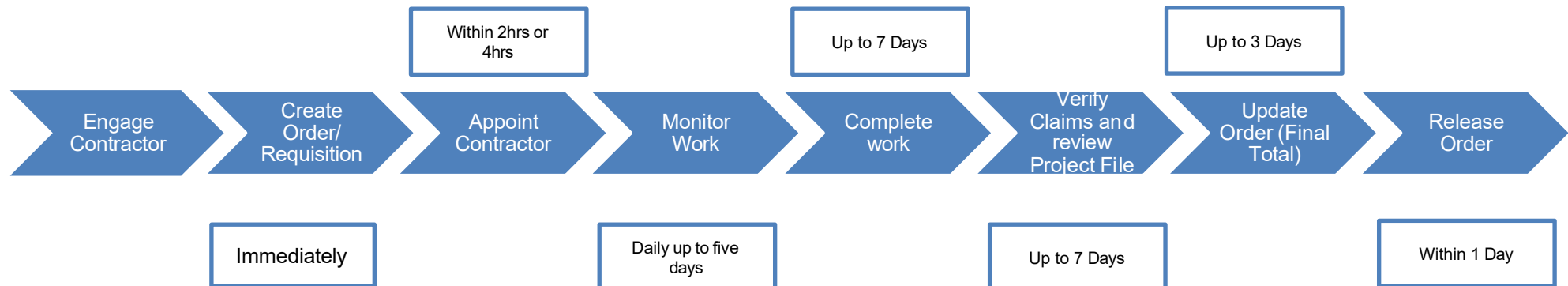
Approved by: _____
Mr. Pierre Maritz
Branch Manager, Reticulation

Date: _____

Annexure A:
Excel Document of Process Flow (Attached)

Annexure B:
Guide of time to allocation to each high level activity to ensure the process meets the 28 day closure of Purchase Orders

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