TENDER NO: 250S/2023/24

TENDER DESCRIPTION: PROVISION OF OPERATION, MAINTENANCE AND MANAGEMENT SERVICES FOR THE FAECAL SLUDGE MANAGEMENT FACILITY AT THE BORCHERDS QUARRY WASTEWATER TREATMENT WORKS

CONTRACT PERIOD: 36 MONTHS FROM THE DATE OF COMMNCEMENT

CLOSING DATE	**12 June 2024**
CLOSING TIME	**10:00 am**
TENDER BOX NUMBER	**148**
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
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THE TENDER

T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED	**:**	**10 May 2024**
SITE VISIT/CLARIFICATION MEETING	:	Compulsory
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Administration Building in Borchards Quarry Wastewater Treatment Works.
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. 250S/2023/24: SUPPLY AND DELIVERY OF PROVISION OF OPERATION, MAINTENANCE SERVICES FOR THE FAECAL SLUDGE MANAGEMENT FACILITY AT THE BORCHARDS QUARRY WASTEWATER TREATMENT WORKS,** 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: Graham.VanNiekerk2@capetown.gov.za

<u>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"</u>

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

The contract period shall be for a period of **36 month** from the commencement date of the contract.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

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

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

2.1.5.3 Nomination of Standby

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

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 City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

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 City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
b) An appeal must contain the following:
   i. Must be in writing
   ii. It must set out the reasons for the appeal
   iii. It must state in which way the Appellant's rights were affected by the decision;
   iv. It must state the remedy sought; and
   v. It must be accompanied with a copy of the notification advising the person of the decision
c) The relevant City appeal authority must consider the 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, Corporate Services Directorate

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

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, Corporate Services Directorate

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

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

Via fax at: 086 202 9982

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

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).**

The Employer, its employees, representatives and sub-contractors may, from time to time, Process the Contractor's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, this agreement, for research purposes, and/or as otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the employers due diligence assurance provider and the Appeal Authority

2.1.6.7 **Compliance to the City's Appeals Policy.**

"*In terms of the City's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious 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 **'B'**. Alternatively, via EFT into the City's **NEDBANK** Account: **CITY OF CAPE TOWN** and using Reference number: **198158966.** You are required to send proof of payment when lodging your appeal.*

Should the payment of the administration fee of R300.00 not be received, such fee will be added as a Sundry Tariff to your municipal account.

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

2.1.7 City of Cape Town Supplier Database Registration

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

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the 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 City of Cape Town'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. An 'acceptable tender must "COMPLY IN ALL' aspects with the tender conditions, specifications, pricing instructions and contract conditions.

2.2.1.1.1 Submit a tender offer
Only those tender submissions from which it can be established 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 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 to be completed);
c) A copy of the partnership / joint venture / consortium agreement to be provided.
d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
e) A completed **Declaration – Conflict of Interest and Declaration of 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 to be completed);
f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
i) The tenderer is not an advisor or consultant contracted with the 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, involved with the bid specification committee;
k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;

m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

2.2.1.1.3 Compulsory clarification meeting

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

Details of the meeting(s) are stated in the General Tender Information.

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

2.2.1.1.4 Minimum score for functionality

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

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

Evaluation Criteria	Applicable values/points	Weight
Proposed work plan (approach and methodology)	37	
Expertise of key personnel	40	
Track record of tenderer (CAS)	20	
ISO 9001, ISO45001/18001 and ISO 14001 certification	3	
Total		**100**

The minimum qualifying score for functionality is **60** out of a maximum of **100**.

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

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.

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

Proposed work plan

A proposed work plan must be provided with the tender submission, attached to Returnable Schedule 13B, which must be of sufficient detail to indicate that the project brief has been understood. That is, tenderers must show that they have appreciated the nature of the scope of work and indicate the approach and methodology that they intend following in order to reach the required outcome. Tenders will be awarded up to 37 score points for this aspect of their tender submission.

The breakdown of what shall be included in the work plan and the points allocation is given in the table below. The work plan must follow the table sequence from point a to k. The points allocation is indicated in brackets.

	Content	Maximum points
a	Methodology for the annual process (1) and infrastructure (1) audit for the Faecal Sludge Management (FSM) Facility.	2
b	Shift, daily, weekly, monthly, quarterly and annual data collection including the format of data (hardcopy, electronic etc.) (1), as well as the management of the information that includes an organogram with key personnel responsibilities identified with regards to all data (1) for the FSM facility.	2
c	Risk assessment (1) and abatement measures (1) that deal with asset and health and safety risks (1) for the FSM facility.	3
d	An Operational and Maintenance Plan that addresses the key operational process (1) and financial (1) aspects to ensure quality assurance (1) as well as first line maintenance activities (1) and predictive and preventative maintenance schedules (1) for the FSM facility.	5
e	An Infrastructure and Asset Management Plan (1) that addresses specifically reliability and availability guarantees (1) for the FSM facility.	2
f	An example of the shift (1) and daily (1) process monitoring and process control sheets, as well as an example of the weekly summary report (1) that summarises all process activities (1) for the FSM facility.	4
g	An example of a method statement for programming a foreseen process change at a cleaning booth (1) related to disinfectant dosing change (1) and a standard operating procedure (SOP) for a cleaning booth (1) at the FSM facility.	3
h	The Emergency Procedure (1) and Environmental Incident Protocol (1) for the FSM facility based on a list of identified risks (1) for the FSM facility.	3
i	Monthly OPEX budget plan (1) with fixed and variable costs (1) and annual expenditure program (1) for the FSM facility.	3
j	An example of the annual shift roster (1) with a detailed organogram of all personnel (1) indicating the number of staff per shift and their roles in the FSM Facility (1). The Shift roster will clearly demonstrate how personnel will be available during scheduled and unscheduled absences (1) and also cases of additional shifts required (1) at the FSM facility.	5
k	Methodology for monitoring (1) and reporting (1) of indicated cleaning quality (1) of all container types on a shift, daily and monthly basis so that each cleaning booth performance is guaranteed (1), including procedure to address rejected containers not meeting cleaning quality (1) at the FSM facility.	5
Total		37

Expertise of key personnel (These diciplines cannot be the same person assigned to this project)
As the work required in terms of this tender is of a technically complex nature, requiring considerable expertise, it is essential that suitably qualified and experienced personnel be assig ned to this project. The Contractor shall allocate the following key personnel (DWS requirements as guidelines) to this project:

• A Project Manager with (1) a classification of Class V / VI Process Controller (as per DWS – Department of Water and Sanitation), (2) Registration as a professional [Engineering Council of South Africa (ECSA) or South African Council for Natural Scientific Professions (SACNASP)] for either with at least 10 (ten) years' verifiable post graduate experience in the management of the operation, maintenance and management of at least a Class B wastewater treatment works (WWTWs) or be eligible for Registration as a professional [Engineering Council of South Africa (ECSA) or South African Council for Natural Scientific Professions (SACNASP)] for either registration with at least 10 (ten) years' verifiable post graduate experience in the management of the operation, maintenance and management of a Class A or B wastewater treatment works (WWTWs), where eligibility, He/She should provide the relevant academic qualifications and experience according to the ECSA and SACNASP requirements . He/she will be the project leader and will be responsible for all work carried out in terms of this tender, including any conflict resolution and strategy discussions between the contractor and the client. He/she will be on site for a minimum of 8 hours a week and shall attend to matters as the need arises.

• A Class V / VI Process Controller (DWS classification) with at least 5 (five) years' verifiable operation, maintenance, and management experience at a Class A or B wastewater treatment works, who will be the Plant Manager of the FSM Facility and will handle all day-to-day tasks, including issues relating to shift change-over. The Project Manager and Plant Manager roles cannot be fulfilled by the same person.

A Shift Supervisor with at least a matric certificate with Maths and Science and 3 (three) years' relevant experience in supervising staff and maintenance.

•

• Maintenance manager (millwright/mechanical engineer/electrical engineer with proof of qualification of BTECH/BEng) with at least 10 (ten) years' verifiable experience managing the maintenance of a Class A or B wastewater treatment works, with strong electrical and mechanical knowledge of large installations. He/she will be the Maintenance Manager of the FSM Facility and will be responsible for all maintenance work carried out in terms of this tender.

• Millwright: The daily repairs and maintenance on the site shall be carried out by a Millwright (with proof of qualification) with 5 (five) years' experience on a Class A or B wastewater treatment works. The Millwright will be on site full time (office hours) and shall have a response time of 2 hours to any reported issue after hours.

Besides the minimum requirements specified above, it would be extremely advantageous if the key personnel can demonstrate recent experience related to specific aspects of this project, namely the operation, maintenance and management of wastewater treatment works. Aside from submitting a general CV for each of the key personnel (required in terms of clause 5.7 of the Specification) tenderers must submit a statement for each of the key personnel which highlights any particular fields of specialisation and experience that is relevant to this particular project. These statements must be appended to Returnable Schedule 13C, based on which up to 40 score points will be awarded to the tenderer in question.

The breakdown of the points is given in the table below.

Personnel	Experience and Expertise	Score	Points
Project Manager (Class V or VI Process Controller)	10 or more years' experience in the operation, maintenance and management of a Class A or B WWTW and professional registration with ECSA or SACNASP	10	10
	10 or more years' experience in the operation, maintenance and management of a Class A or B WWTW and eligible for professional registration with ECSA or SACNASP based on suitable relevant qualification and required relative engineering experience based on ECSA and SACNASP requirements	5	
Plant Manager (Class V or VI Process Controller)	5 or more years' experience in the operation, maintenance and management of a Class A or B WWTW	10	10
	Less than 5 years' experience in the operation, maintenance and management of a Class A or B WWTW	0	
Shift Supervisor (Matric certificate with Maths and Science)	3 or more years' relevant experience in supervising staff and maintenance.	10	10
	Less than 3 years' relevant experience in supervising staff and maintenance.	0	

Maintenance Manager (Millwright/Mechanical Engineer)	10 or more years' experience managing the maintenance of a Class A or B WWTW	5	5
	Less than 10 years' experience managing the maintenance of a Class A or B WWTW	0	
Millwright	5 or more years' experience carrying out maintenance on a Class A or B WWTW	5	5
	Less than 5 years' experience carrying out maintenance on a Class A or B WWTW	0	
Total			**40**

Track Record (Conventional Activated Sludge, CAS)
Tenderers must complete Returnable Annexure 13D, which is a list of all the operation, maintenance and management of wastewater treatment works (WWTW) projects that have been successfully completed in the past ten years, or that are underway at present. Only projects that have been carried out at a Class B WWTW and higher (Class A) will be considered and the certificate shall be included with this tender submission.

The points will be awarded as follows:

Number of Projects	Points
>/=5 projects of similar nature in the wastewater treatment works in the past 10 years or currently underway 3 or more projects of similar nature to the works	20
<5 projects of similar nature in the wastewater treatment works in the past 10 years or currently underway	0

ISO Certification
Tenderers who are certified as being compliant to the International Organization for Standardization's ISO 9001 quality management, ISO 45001/18001 health and safety management system, and ISO 14001 environmental safety standards will be awarded 3 score points. Proof of certification and letter of good standing must be attached to Returnable Annexure 13E in order to qualify for these points.

Note: Where the entity tendering is a joint venture, provided one of the parties is ISO 9001, ISO 45001 and ISO 18001 certified, and it has been indicated on the work plan submitted that that party will take responsibility for quality management, environmental management, and health and safety standards, then the joint venture will be awarded 3 score points in this respect.

International Organization for Standardization (ISO)	Point
ISO 9001 quality management	1
ISO 45001/18001 quality management	1
ISO 14001 quality management	1
Total	**3**

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

Treat as 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

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

2.2.6 Acknowledge and comply with notices

Acknowledge receipt of notices to the tender documents, which the CCT may issue, fully comply with all instructions issued in the 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 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.

2.2.7 Clarification meeting

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.

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

2.2.8 Seek clarification

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, where possible.

2.2.9 Pricing the tender offer

2.2.9.1 Comply with all pricing instructions as stated on the Price Schedule.

2.2.10 Alterations to documents

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

The 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.

2.2.11.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender conditions or criteria otherwise acceptable to the CCT.

2.2.12 Submitting a tender offer

2.2.12.1 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 contract conditions and described in the specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Returnable Schedules duly completed and signed will be declared responsive.

2.2.12.2 Return the entire 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 Submit the parts of the tender offer communicated on paper as an original with an English translation for any part of the tender submission not made in English.

1 (One) copy(ies) of the following elements of the bid submission must be submitted separately bound in the same envelope where possible:

Part	Heading
5	Pricing Schedules
6	Supporting Schedules
	All other attachments submitted by bidder

2.2.12.4 Sign the original tender offer where required in terms of the tender conditions. The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation 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.

2.2.12.5 Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions 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, as well as the tenderer's name and contact address.

2.2.12.6 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.

2.2.12.7 Accept that 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.

2.2.12.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the tender conditions.

2.2.12.9 By signing the offer part of the Form of Offer (**Section 2, Part A**) the tenderer warrants that all information provided in the tender submission is true and correct.

2.2.12.10 Tenders must be properly received and deposited 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.

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

2.2.14.1 Ensure that the CCT receives the tender offer at the address specified in the General Tender Information prior to the closing time stated on the front page of the tender document.

2.2.14.2 Accept that, 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 Accept that, 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 Warrants 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 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager.

2.2.15.3 A tenderer may request in writing, after the closing date, that the 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.

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

Provide clarification of a 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 Provide, on 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 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 party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

2.2.17.3 Tenderers 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

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

If the **Specification** 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. Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof, as either certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act or any other legislation relevant for the points claimed for that specific goal.

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

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 Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide 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 Clearance Certificate.

Before making an award the City must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the City, within 7 working 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 City via CSD or e-Filing. The City should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

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

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

The tenderer warrants that it has:

a) inspected the Specifications and read and fully understood the Conditions of Contract.

b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.

c) visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.

d) requested the CCT to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

e) received any notices to the tender documents which have been issued in accordance with the CCT's Supply Chain Management Policy.

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the tender sum / amount as set out in the **Price Schedule (Section C.4.]**

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:

90/10 preference point system will apply to this tender

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

90/10

$$Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

Table B2: Awards above R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10) *Above R50 mil*	Evidence
	Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of		
1	***Gender are women (ownership)**** *>75% - 100% women ownership: 3 points* *>50% - 75% women ownership: 2 points* *>25% - 50% women ownership: 1.5 points* *>0% - 25% women ownership: 0.5 points* *0% women ownership = 0 points*	3	• Company Registration Certification • Central Supplier Database report
2	***Race are black persons (ownership)**** *>75% - 100% black ownership: 3 points* *>50% - 75% black ownership: 2 points* *>25% - 50% black ownership: 1.5 points* *>0% - 25% black ownership: 0.5 points* *0% black ownership = 0 points*	3	• B-BBEE certificate; • Company Registration Certification • Central Supplier Database report
3	***Disability are disabled persons (ownership)**** *WHO disability guideline* *>2% ownership: 1 point* *>0% - 2% ownership: 0.5 point* *0% ownership = 0 points*	1	• Proof of disability • Company Registration Certification
	Reconstruction and Development Programme (RDP) as published in Government Gazette		
4	***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*	3	• B-BBEE status level of contributor; • South African owned enterprises; • Financial Statement to determine annual turnover
	Total points	10	

**Ownership: main tendering entity*

2.3.10.5 Risk Analysis

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

a) reasonableness of the financial offer
b) reasonableness of unit rates and prices

c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the CCT reserves the right to consider a tenderer's existing contracts with the CCT in this regard

d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

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

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and

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

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

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

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

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

2.3.13 Prepare contract documents

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

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

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

2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER NO: 250S/2023/24

TENDER DESCRIPTION: PROVISION OF OPERATION, MAINTENANCE AND MANAGEMENT SERVICES FOR THE FAECAL SLUDGE MANAGEMENT FACILITY AT THE BORCHERDS QUARRY WASTEWATER TREATMENT WORKS

CONTRACT PERIOD: 36 MONTHS FROM THE DATE OF COMMNCEMENT

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
Other Required registration numbers	

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER 250S/2023/24: PROVISION OF OPERATION, MAINTENANCE AND MANAGEMENT SERVICES FOR THE FAECAL SLUDGE MANAGEMENT FACILITY AT THE BORCHERDS QUARRY WASTEWATER TREATMENT WORKS]

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

The tenderer, identified in the offer signature table below,

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

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

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

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

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

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

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

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

____
Witness 1 Signature
Name and Surname:

____
Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

TENDER: 250S/2023/24: PROVISION OF OPERATION, MAINTENANCE AND MANAGEMENT SERVICES FOR THE FAECAL SLUDGE MANAGEMENT FACILITY AT THE BORCHERDS QUARRY WASTEWATER TREATMENT WORKS]

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: 250S/2023/24: PROVISION OF OPERATION, MAINTENANCE AND MANAGEMENT SERVICES FOR THE FAECAL SLUDGE MANAGEMENT FACILITY AT THE BORCHERDS QUARRY WASTEWATER TREATMENT WORKS]

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

Notes:

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

1 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

2 Subject . . . .

Details . . . .

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. . . .

3 Subject . . . .

Details . . . .

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. . . .

4 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

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

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

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER: 250S/2023/24: PROVISION OF OPERATION, MAINTENANCE AND MANAGEMENT SERVICES FOR THE FAECAL SLUDGE MANAGEMENT FACILITY AT THE BORCHERDS QUARRY WASTEWATER TREATMENT WORKS]

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 . . . .

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

……………………...................………………………………...........…………………………. ,
(Supplier/Mandatary/Company/CC Name)

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

I, ………………………………….....…………………………...............…………………………, representing

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

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

COID ACT Registration Number: ……………………………………………………………………………..

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

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

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

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

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

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

_______________________ ____________________

Witness **Mandatary**

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

Witness

for and on behalf of CCT

C.4 PRICE SCHEDULE

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

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

Pricing Instructions:

1.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.

1.2 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.

1.3 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.

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

1.5 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.

1.6 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 Employer may also perform a risk analysis with regard to the reasonableness of such rates.**

1.7 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.

1.8 The short descriptions given in the Price Schedule are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in Section C.5, with particular reference to the Appendices.

1.9 For the duration of this contract all sums or rates shall be subject to Contract Price Adjustment as described in clause 1.5 below and Section F.1.

1.10 On-costs tendered will also be applicable in respect of items procured in accordance with clauses 13.5,13.11 in Section C.5.

1.11 Tenderers are to note that only those recoverable expenses listed in the Price Schedule will be reimbursed to the Contractor (Supplier).

1.12 All labour rates should be based on Sectoral Rates as per applicable Government Gazette

INFORMATION REGARDING THE FORM OF PRICING AND THE CONTRACT PRICE ADJUSTMENT APPLICABLE TO PAYMENT CLAIMS

The payment claims that will be made in terms of this contract are subdivided into two separate components namely:

- A Fixed Monthly Cost component which includes all elements not dependent on the number of Units cleaned, such as: salaries, wages and allowances, cleaning, security, etc. including those factors given in the Price Schedule. This cost is claimable as a sum per month.
- A Variable Monthly Cost component which contains all elements dependent on the number of Units cleaned, such as chemicals, etc. This cost is claimable as a RATE per Unit cleaned.

FIXED MONTHLY COSTS				
CATAGORY	ITEM		UNIT OF MEASURE	MONTHLY RATE (R)
1	SALARIES, WAGES & ALLOWANCES			
1.1	Shift Supervisor	Refer to 13.7 in C.5	per month	R
1.2	Semi Skilled Workers	Refer to 13.7 in C.5	per month	R
1.3	Team Leaders	Refer to 13.7 in C.5	per month	R
1.4	Maintenance Manager	Refer to 13.7 in C.5	per month	R
1.5	Millwright	Refer to 13.7 in C.5	per month	R
1.6	Project Manager	Refer to 13.7 in C.5	per month	R
1.7	Plant Manager	Refer to 13.7 in C.5	per month	R
1.8	General Worker	Refer to 13.7 in C.5	per month	R
A	**SUB-TOTAL SALARIES WAGES AND ALLOWANCES**			**R**
2	GENERAL EXPENSES			
2.1	Cleaning Products & Equipment	Refer to Appendix C3	per month	R
2.2	Hiring Charges	Refer to Annexure 13F	per month	R
2.3	Building & Grounds	Refer to Appendix C2 & C4	per month	R
2.4	Printing & Stationery for Reports	Refer to Appendix E	per month	R
2.5	Security Services	Refer to 13.6.3 in C.5	per month	R
2.6	Utilities	Refer to 13.16 in C.5	per month	R
2.7	Protective Clothing	Refer to 13.6.1 in C.5	per month	R
2.8	Potable Water Purchases		per month	Paid by the CCT
B	**SUB-TOTAL GENERAL EXPENSES**			**R**
3	REPAIRS & MAINTENANCE			
3.1	Primary - External service	FIXED up to threshold then claimable #	Rand per month	R

	providers including purchases			
C	**SUB-TOTAL REPAIRS AND MAINTENANCE**			**R**
4	CORPORATE CHARGES			
4.1	Corporate Services	FIXED	Rand per Service	R
D	**SUB-TOTAL CORPORATE CHARGES**			**R**
5	CONTRACTED SERVICES		Refer to Appendix E3	
5.1	Laboratory	FIXED	Rand per Service	R
E	**SUB-TOTAL CONTRACTED SERVICES**			**R**
6	TRAINING		Refer to Appendix F	
6.1	Training	FIXED	Rand per month	R
F	**SUB-TOTAL TRAINING**			**R**
TOTAL OF FIXED MONTHLY COSTS (A + B + C + D + E + F) = S_{F0}				**R**

TENDERERS

VARIABLE MONTHLY COSTS							
	ITEM	COST TYPE	COSTING UNIT			RATE (Portable Flush Toilet)	RATE (100L Container Toilets)
1	GENERAL EXPENSES						
1.1	Diluted Chemical	FIXED RATE	Rand per Unit cleaned				
1.2	Disinfectant	FIXED RATE	Rand per Unit cleaned				
1.3	Electricity	FIXED RATE	Rand per Unit cleaned			Paid by the CCT	Paid by the CCT
TOTAL OF VARIABLE MONTHLY COSTS PER UNIT CLEANED (SUM OF 1.1 to 1.3) = $S_{V0B/C}$							
ON-COST FOR PURCHASES OF SPARES, ETC					Unit	Quantity	Rate
COST THAT WOULD BE CHARGED FOR PURCHASES OF SPARES AND UTILISATION OF EXTERNAL CONTRACTORS FOR MAINTENANCE OF MECHANICAL AND ELECTRICAL ASSETS AND FOR ADDITIONAL SERVICES AS INSTRUCTED BY THE CCT					Provisional	R500 000	R500 000
SPECIFY THE % ON-COST THAT WOULD BE CHARGED FOR PURCHASES OF SPARES AND UTILISATION OF EXTERNAL CONTRACTORS FOR MAINTENANCE OF MECHANICAL AND ELECTRICAL ASSETS ONLY							
REMOVAL AND DISPOSAL OF SOLIDS RECOVERED FROM WASTEWATER AT THE FSM FACILITY							
THIS SERVICE WILL BE PROVIDED FREE OF CHARGE TO THE CONTRACTOR BY A SEPARATE CONTRACTOR APPOINTED BY THE CCT							NO CHARGE

ONCE-OFF SUPPLIER TRAINING	R
PROVISIONAL SUM FOR THE ONCE-OFF TRAINING. THE CONTRACTOR IS TO ARRANGE WITH THE WASH BOOTH SUPPLIER TO CONDUCT A 4- WEEK TRAINING SESSION STARTING AT HANDOVER	500 000
LABOUR DAY RATES	R
OPERATOR	R
GENERAL WORKER	R

= above the threshold the costs may be claimable as provided for elsewhere in this document (stipulated in Definitions).

SUMMARY OF PRICES

	RATE IDENTIFIER	DESCRIPTION	COSTING UNIT	RATE (exclusive of VAT)
●	S_{F0}	Fixed cost	Rand per month	
●	S_{V0B}	Variable cost	Rand per Bi-Pot cleaned	
●	S_{V0C}	Variable cost	Rand per Container cleaned	
●	DAY RATE	Operator labour rate	Rand/day	
●	COST	COST THAT WOULD BE CHARGED FOR PURCHASES OF SPARES AND UTILISATION OF EXTERNAL CONTRACTORS FOR MAINTENANCE OF MECHANICAL AND ELECTRICAL ASSETS AND FOR ADDITIONAL SERVICES AS INSTRUCTED BY THE CCT	Provisional Sum	R 500 000
●●	ON-COST	On-cost for maintenance of equipment	%	

● The RATE (exclusive of VAT)
●● The percentage (%) ON-COST

INITIALS OF CITY OFFICIALS		
1	2	3

C.5 SPECIFICATION(S)

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

13.1 INTRODUCTION

The City of Cape Town (CCT) has made available a substantial number of containers (portable flush toilets, hereafter referred to as PFT's); and containerised toilets citywide to provide sanitation to inhabitants of the informal settlements.

Currently these PFT's and containerised toilets are serviced by the CCT. They are collected from the informal settlements, transported to the existing Faecal Sludge Management (FSM) Facility at Borcherds Quarry Wastewater Treatment Works (WWTW), manually offloaded, emptied, washed and filled with a small amount of chemical. Clean, dry portable toilets are then loaded onto the same vehicles to be transported back to the original collection points. This process is inefficient and presents a health risk.

An upgraded facility has been established to mechanize and automate the process of emptying, washing, disinfecting, drying and chemical filling the PFT's and containerised toilets to improve the quality of the cleaning process, increase the capacity and to eliminate the health risks by reducing the physical handling of the portable toilets to a minimum. There is also a facility at the building to handle effluent directly discharged from road tankers.

The project is "community-focused" in that it is not only the objective to ensure a safe and healthy environment for the FSM Facility personnel, but to also ensure on-time delivery and high quality of cleanliness of containers to the community, thereby benefitting the community at large.

The purpose of this tender is to appoint a Contractor to operate, maintain and manage the FSM Facility at the Borcherds Quarry WWTW, including the wash water tank and pumps situated outside the building and the future odour control system as well as the maintenance of the weighbridge situated on the main entrance road. The weighbridge will monitor all trucks and related vehicles entering and leaving the site. The PFT's and containerised toilets will be delivered to and collected from the FSM Facility by external contractors.

13.2 BACKGROUND

13.2.1 Existing Plant

The FSM Facility at the Borcherds Quarry WWTW site incorporates the following facilities:

Warehouse containing five cleaning lines with infeed and outfeed conveyors and four cleaning booths each, tanker discharge area and associated piping and drainage channels;

Screening Facility comprising a screening channel with a mechanical screen, a bypass channel with a manual screen, a container to receive and store screenings and a sump with sump pump;

Chemical and Pump Room: mixing tanks, storage tanks and pumps;

Compressor Room housing one compressor;

MCC Room – electrical supply, networks, motor control centres and panel;

Wash Water Tanks and Pumps (future) (installed outside the building) including all related piping and control systems to supply water from final effluent, ground water and alternative sources;

- First Floor Office Area and Ablution Facilities
- Odour control system (future) containing a biofilter unit with a biotrickling filter and a biofilter, an extraction fan and a nutrient dosing system installed outside the building and a ducting system inside the building
- Instrumentation and SCADA;

Access roads, services, internal roads and drainage channels;

Weigh bridge complete with computerized management system to administer all vehicles (trucks for FSM Facility, waste sludge collection, leachate delivery and similar);

Generator System (future) that has the capacity to generate enough energy to sustain the operations of the FSM facility and related equipment;

13.2.2 Condition of the Assets

was constructed and commissioned in 2019. The plant was only partially maintained by the CCT after this period. A contractor has been appointed from October 2023 to operate and maintain the facility until February 2025. The equipment conditions has to be reviewed before the commencement of this contract.

13.3 CCT'S OBJECTIVE

The primary objective of the CCT is to appoint a competent and experienced Contractor (water service provider) to operate, maintain and manage the FSM Facility and support amenities at the Borcherds Quarry WWTW on behalf of the CCT. This tender provides the essential information and data for the potential tenderers to be adequately informed of the objectives of the CCT and price accordingly. However, once appointed as the Contractor for the FSM Facility, it shall be required to comply with the Contract which provides amongst others, the operational and maintenance obligations of the contractor, performance guarantees, target compliance, timeframes, penalties, etc.

13.3.1 Duration of the Appointment

This Contract shall commence on the Commencement Date and shall thereafter continue for a period of 5 years, unless terminated at an earlier date as provided for in this Contract. Nothing in this Contract shall be construed as giving the Contractor any right of extension of this Contract after the Termination Date.

The Contractor's overall performance shall be reviewed annually and the key performance criteria shall be reviewed daily, weekly or monthly as specified in the Contract. If the Contractor's performance consistently fails to meet the performance guarantees and targets as specified in the Contract, the necessary corrective actions will be instituted and will ultimately lead to the termination of the contract.

13.4 REFERENCE DATA

13.4.1 FSM Facility: Operation

The new FSM Facility is designed to clean portable toilets in automated washing lines, minimizing human contact with the dirty toilets and reducing the congestion seen in the existing FSM Facility. The layout of the equipment is shown on drawing 16057-000-000-000-Sheet 2 in Appendix D: Drawings and Schedules.

Two different types of portable toilets will need to be cleaned:

Fiamma Bi-Pot 39 portable flush toilets with a capacity of 20 litres (See drawing W172185004 in Appendix D); and

Containerised toilets with a capacity of 100 litres (See drawing W1721-85006 in Appendix D).

Portable toilets will be delivered on vehicles which will be directed to the appropriate cleaning line by the supervisor. There the toilets will be offloaded from the vehicle onto an infeed conveyor by the external contractors. The toilets will then be placed inside the cleaning booths where they will be emptied, washed inside and outside, disinfected, dried and dosed with the chemical. The lids will be removed and placed in basins to be cleaned and disinfected separately. The toilets will be removed from the wash booths and the lids re-attached before being deposited on an outfeed conveyor. An air knife system is installed on the outfeed conveyor to blow off any excess water from the PFT and a unit counter will be installed at the end of the conveyor. The cleaned and dried units will then be loaded onto the vehicles by the external contractor.

There are 5 cleaning lines in total each with their own conveying systems. Four lines have been designed for the Bi-Pot PFT and one line for the containerised toilets. It is envisaged that at least two of the Bi-Pot lines will be running continuously and the remaining lines will be used during periods of high throughput. The operation of the cleaning lines is fully automatic, with no routine human involvement other than for unloading, removing components, placing the Units in and removing them from the wash booth, replacing components and loading the clean toilets back onto the conveyors and vehicles.

Sewage from the toilets and wash water from the cleaning operation will drain into flume channels running below the cleaning lines. All channels will incorporate traps to collect heavy materials such as stones, masonry and metal. Each channel will be flushed with 30 m³/h of screened sewage to minimise the likelihood of blockages. The channels will converge in a separate room close to one corner of the new FSM Facility, where the flow will pass through a mechanically raked bar screen with 50 mm apertures. This will remove rags and larger objects that might block the pipe conveying effluent from the FSM Facility to the inlet works of the Borcherds Quarry WWTW. Two submersible pumps will be installed in a well downstream of the screen to supply the channel flushing water. Air will be extracted from the enclosed channels and treated in the new odour control system.

Together with the delivery of portable toilet containers, there will also be frequent arrivals of tanker vehicles containing liquid waste recovered from effluent tanks and other areas of the city. Three off-loading points are located on the southern side of the new FSM Facility where the tanker contents can be discharged directly into a channel below ground level. The liquid collected in the channel will be piped to the screening room.

Final effluent from the Borcherds Quarry treatment works will be used to wash the Units. A 20 m³ wash water tank is installed in the new building along with four pumps to supply wash water to the cleaning lines and 1 pump to supply wash water to the tanker discharge area. The wash water will be supplied to this tank from a separate tank on the Borcherds Quarry site via two supply pumps (duty and standby). The operation and maintenance of the external wash water tank and pumps, as well as all associated piping, fittings and instrumentation, is included in this contract.

Disinfectant will be delivered in bulk and transferred to a 2.5 m³ storage tank. It will be diluted with final effluent in a 0.5 m³ tank, which will be re-filled with fixed volumes of final effluent and the concentrated disinfectant each time a low-level switch is triggered. Three diluted disinfectant supply pumps will be installed to supply the solution to the cleaning lines.

Cleaned portable toilets must each have 1 litre of a diluted (approximately 10%) chemical solution added to them before dispatch. The concentrated chemical will be delivered in bulk and transferred to 2 of 5 m³ storage tanks. Dilution will take place in a 5 m³ tank, which will be refilled with fixed volumes of final effluent and the chemical each time a low-level switch is triggered. Three diluted chemical supply pumps will be installed to supply the solution to the cleaning lines (as stipulated in 13.17.2).

A new dedicated air compressor, complete with separator, air receiver, particulate/coalescing filter and air dryer, has been provided to supply instrument quality air for the operation of pneumatic valves and other devices on the cleaning lines.

The operation and maintenance of the existing weighbridge at the Borcherds Quarry WWTW is included in this contract. The weighbridge will be used to monitor all trucks to and from the FSM Facility as well as the rest of the WWTW. The Contractor will be responsible for maintaining and operating the weighbridge and capturing all the data on a electronic data capturing system.

13.4.2 FSM Facility: Capacity Specification

The equipment is rated to accommodate the demand listed in Table 1 below.

Table 1: Summary of demand and capacities

Portable toilet type	Maximum daily cleaning requirement (units/day)	Raw sewage capacity (l/unit)	Maximum required washing rate (units/min.)	Wash water volume per unit (l)	Diluted disinfectant required per unit (ml)	Diluted chemical required per unit (l)
Bi-Pot 39	24 204	20	48	12.5	75	1
Containerised Toilet	9 478	100	4	25	150	1

The above capacities are average expected figures given by the CCT and it must be noted that the throughput may increase or decrease over the duration of this contract. There are currently 24 204 Bi-Pot 39 PFT's and 9 478 containerised toilets in operation. It is estimated that over the next 10 years the PFT's will increase by 4000 per annum and the containerised toilets by 1500 per annum based on past trends, but this is not guaranteed. The design of the new FSM Facility is adequate for the foreseen increased use of the PFT's and containers over the next 10 years.

13.4.3 FSM Facility: Deliveries and Vehicle Flow

The PFT's and containerised toilets are delivered by various contractors and there are on average 10 deliveries per service day. Deliveries happen on seven days of the week.

Currently around 30 tanker trucks are used by various contractors. Tank capacities range from 1 000 litres to 11 000 litres and the FSM Facility handles on average 20 trucks per day. These trucks discharge into the manhole situated on the southern side of the FSM Facility.

13.5 HANDING OVER OF THE ASSETS

13.5.1 Within 7 days after the Commencement Date, the Contractor and the CCT's Representative shall visit the Site and inspect the Assets for the following purposes:

13.5.1.1 to re-evaluate and record the condition of the Assets in comparison to its condition at the date of the Contractor's site visit as prospective tenderer, fair wear and tear accepted. The Contractor shall be responsible for the necessary repair or replacement of any deteriorated Assets, for which three quotes shall be submitted to the CCT for approval. It shall be in the CCT's sole discretion whether to repair or replace any such deteriorated Assets.

13.5.1.2 to establish the need for the acquisition by the Contractor of equipment and special tools essential for the operation and maintenance of the Assets, in addition to the items already on the Site and belonging to the CCT. The Contractor shall be responsible for the cost of such additional equipment and special tools provided that the CCT has agreed to the
necessity thereof and the method of acquisition; and

13.5.1.3 to make the arrangements for the handing over of possession from the CCT to the Contractor, within14 days after the Commencement Date, provided that the Performance Bond and evidence of insurances have been delivered to and approved by the CCT.

13.5.2 Based on the review and inspection of the Assets as described in Clause 13.1, which the Contractor acknowledges to be sufficient for this purpose, the Contractor assumes the risk of the adequacy and sufficiency of the Assets and the existing "as-is" condition of the Assets to the extent that such condition may affect the ability of the Contractor to comply with the provisions of this Contract.

13.6 CONTRACTED SERVICES

The Contracted Services is related to the operation, maintenance and management of the FSM Facility at the Borcherds Quarry WWTW.

13.6.1 Contractors Obligations in Terms of Operational Control

The Contractor's obligations in providing the Operational Control shall include the obligations as set out in Appendix B: Operational Control Obligations of the Contractor hereto. Without in any way derogating from the aforementioned, and in rendering the Contract Services, the Contractor shall: -

- operate, maintain and manage the Works and the Assets for 16 hours per day, 365 days per year, throughout the period of this Contract in full compliance with the conditions of the Tender, the Contract and the requirements of the License together with any other applicable regulatory legislation;
- conduct their business activities that ensure that the CCT does not suffer reputation loss;
- comply with all Legislative requirements (including Risk, Health, Safety and Environment) necessary to operate and maintain the FSM Facility at the Borcherds Quarry WWTW;
- ensure that there is minimum disruption to the routine operational activities on the rest of the Borcherds Quarry WWTW;
- ensure that it strictly complies with the requirements in respect of the final quality of the cleaned Units in accordance with provisions of the Scope of Work and the Licence;
- procure the required process chemicals such as diluted chemical, disinfectant, etc,
- provide sufficient numbers of qualified staff available to provide for operational and maintenance control of the Assets as required by the Contract, including the 24 (twentyfour) hour per day availability of a Project Manager or his delegate whose names and contact details shall be made available at all times. In this regard, the parties agree that the staffing regulations for wastewater treatment works as determined by the Department of Water and Sanitation (DWS) shall be used as a minimum requirement;
- ensure that personnel wear the required PPE at all times;
- operate and maintain the wash water tanks and pumps supplying water to the FSM Facility;
- operate and maintain the weighbridge to monitor all vehicles with loads entering and exiting the facility;
- operate and maintain the future odour control system;
- co-ordinate the tankers using the FSM Facility for direct discharges;
- at all times use its Best Endeavours to operate and manage the Assets cost effectively and in terms of the applicable Laws, optimizing the use of the Assets, preserving and operating the Assets in a manner that would minimize the occurrence of breakdowns and nuisance, and according to the best standards of practice in the industry;
- be required to operate, maintain and manage the Works in accordance with the design criteria and to satisfy DWS's Green Drop requirements;
- be demonstrably familiar with the operation, commissioning and testing of new equipment;
- operate the Works in such a manner that any nuisances (such as noise, odour or pests) from the Works will minimise complaints from the public and reduce reputational loss to the CCT and address any complaints immediately;
- sample the incoming final effluent wash water and raw effluent in compliance with the requirements of the CCT. The raw effluent shall be sampled by means of automatic samplers to be supplied as part of this contract;
- have weekly (or if required, daily) compliance samples analysed at the CCT's Scientific Services Branch's laboratories situated at Athlone WWTW. The results of these analyses shall be final and binding;
- use a South African National Accreditation System (SANAS) accredited laboratory for all their other compliance and other tests not performed at the Scientific Services laboratories;
- install safety signage as required;
- ensure that there is no interference of personnel with CCT personnel. All personnel to remain within the bounds of the Works;
- maintain and revise as necessary the Operation and Maintenance Manuals, the drawings and the written

SOPs to the extent necessary and to supplement or refine procedures provided in the Operation and Maintenance Manuals, or to describe operational practices not specified in such manuals in order to facilitate and clarify operation, maintenance and management procedures and techniques;

- continue to operate, maintain and manage the site during any extensions to the site by a 3rd party contractor's period of tenure;
- manually operate the wastewater recirculation sump pumps to keep grit in suspension;
- employ their own Health and Safety agent who shall perform monthly inspections of the FSM Facility and submit a report within 7 days after the inspection.
- Employ security gaurds on a 24/7 basis to ensure the safety and security of all City of Cape Town assets as well as stakeholders and visitors as follows using the PSiRA sectorial rate:

(a) 1 x B-Grade and 1 x C-Grade securities (during day shift)
(b) 2 x C-Grade securities (during night shift)

13.6.2 Contractors Obligations in Terms of Maintenance

As part of the Contract Services, the Contractor shall, and in all respects, be responsible for the Maintenance of the Assets as set out in Appendix C: Maintenance Obligations of the Contractor hereto. The obligations of the Contractor are intended to assure that the equipment, machinery, tools, buildings, structures, grounds and other assets constituting the Assets are properly and regularly maintained, repaired and/or replaced in order to preserve their long term reliability, availability, durability and efficiency, and in such a way that the Assets are returned to the CCT at the end of the duration of the Contract in a condition which does not require the CCT to undertake a significant overhaul or replacement thereof in order to continue to operate the Works.

Without in any way derogating to the generality of the aforementioned, the Contractor shall:

- maintain, repair, restore and replace the Works and the Assets to the required standard as stated in the Operation and Maintenance Manuals where necessary;
- maintain, repair, restore and replace the tanker direct discharge points and surrounding area;
- provide or make provision for all labour, materials, tools, supplies, equipment, spare parts, consumables and services that are necessary for the maintenance of the Assets;
- train its staff on a continuous basis with emphasis on preparedness for situations resulting from equipment failure, and the maintenance and care of the Assets;
- be skilled in predictive maintenance and conditional monitoring of the Assets;
- operate and maintain the weighbridge, which will be used for all trucks entering and leaving the Borcherds Quarry WWTW;
- ensure that the site and buildings are meticulously maintained;
- ensure that the HVAC systems are meticulously maintained;
- remove grit from effluent sump in Screening Room weekly by tanker for removal and disposal
- be on standby to react to any breakdown to the Assets or any part thereof, twenty-four (24) hours per day for each and every day of the duration of this Contract, with a response time of no more than two hours;
- continue to maintain, repair, restore and replace the Assets pending the settlement of any dispute;
- provide regular updates of the Maintenance Plan referred to in Appendix E: Reporting Requirements;
- hold an annual workshop with the CCT to discuss the preceding year's maintenance activities and any changes to the Maintenance Plan for the upcoming year;
- ensure that general housekeeping is carried out;

13.6.3 Contractors Obligations in Terms of Managerial Control

The Contractor shall:

- conduct their business activities using the King IV Report Code as a guide for corporate governance;
- be required to interface with state departments, such as the Department of Water and Sanitation (DWS) and the Department of Environmental Affairs (DEA) and be responsible for the performance of the Works and Assets;
- be committed to cost minimisation approach at all times;
- not implement any Process Change or Asset modification without the prior written approval from the CCT.

- keep detailed records concerning all aspects of the operations, maintenance and management of the FSM Facility at the Borcherds Quarry WWTW. Maintenance shall be costed on activity-based costing. The exact nature of these records shall be set out in the Contract;
- subject to what is stated in the remainder of the Contract, shall respond in a timely manner to all complaints and comments relative to Asset cleaning and discharge, including odour complaints. Responses shall be made and documented in writing, all complaints and responses shall be kept on file and available for inspection, and a copy of such complaint and response shall be filed with the CCT;
- closely monitor the usage of utilities (potable water, reused final effluent and electricity) and optimise and reduce their usage where possible;
- manage the access to the FSM Facility and provide full-time security to protect the integrity of the Site, Works and the Assets;
- employ 24/7 access control at the main entrance to the Works;
- be required to hold regular meetings and issue reports to the CCT representatives where all details regarding the Asset's operation, maintenance and management as determined by the Contract shall be reported on (see Appendix E: Reporting Requirements);
- not, in any way, limit the access to the site by the CCT or its representatives;
- be an active participant in all aspects of the site development. The Contractor shall attend all site meetings concerned with the development of the site;
- permit the execution of work by any persons who may be engaged by the CCT for the carrying out of work not embraced in terms of this Contract, but directly or indirectly connected with it, and shall give all facilities necessary and proper to such persons. In the event of there being any dispute in this connection between the Contractor and such other persons, it shall be settled by the CCT, whose decision shall be final;
- be required to provide a Work Skills Plan which will be updated annually and which will provide an indication of the training which has been provided to its personnel and to CCT personnel or its representative;
- prepare and implement a contingency plan for the continued Operation and Maintenance of the Assets in the event of strikes by his employees;
- notify the CCT of any shut down of critical equipment (being equipment, if not functioning, will impact on the quality of the Final Product or will have a negative impact on public health and/or the environment), required for maintenance;
- preserve the warranties on all equipment and machinery, while ensuring that the installation, configuration and commissioning of the equipment and machinery are within the specifications and operating conditions determined or approved by the CCT;
- supply all and any information which the CCT may require to verify the performance warranties;
- hold an annual workshop with the CCT to discuss any recommendations relating to capital improvements of the Assets for the upcoming year. The Contractor shall not be provided additional remuneration for identifying and providing planning recommendations. The Contractor shall prepare and submit an annual "Capital Improvements Recommendation Plan", within 30 (thirty) days following the workshop for review by the CCT. Any replacement equipment must have equal or greater capacity, quality or durability than the equipment being replaced;
- The Contractor shall employ in the execution of the Operational Control and Maintenance only such persons as are careful, competent and efficient and the CCT shall be at liberty to object to and require the Contractor to remove from the Works forthwith any person employed by the Contractor in the execution of the Operational Control or Maintenance who in the opinion of the CCT misconducts itself or is incompetent or negligent in the proper performance of its duties or does not meet the job qualification or any other criteria, and such person shall not be again employed at the Works without the permission of the CCT;
- deliver the Assets to the CCT on the Termination Date in good working order and first class condition, fair wear and tear accepted;
- be subject to various audits by different CCT department (OHSA, asset, loss control) and to adhere to all findings;
- strictly follow all reporting protocols (operational and contractual issues are separated);
- make all documentation, data, systems, SOPs and reports developed available for use by the CCT and these documentation, data, systems, and reports shall remain the property of CCT;
- shall not communicate any aspect of the contract without prior notice and approval by CCT.

In addition, the CCT's appointed agent will assess the FSM Facility in terms of the compliance with the

OHSA-Machinery regulations on a bi-yearly basis; the CCT shall impose penalties if the Contractor fails to perform or does not comply with the requirement of the CCT as set out in the Contract. These penalties will be deducted from the Contractor's monthly remuneration.

13.7 KEY PERSONNEL

The Contractor, who shall have 10 years verifiable experience operating, maintaining and managing similar sized WWTWs (at least a Class B Works as per the DWS classification), shall also maintain the involvement of the following key personnel (DWS requirements as guidelines) as the exigencies of this contract require:

A Project Manager with a classification of Class V or VI Process Controller (as per DWS – Department of Water and Sanitation) and be eligible for registration as a professional [Engineering Council of South Africa (ECSA) or South African Council for Natural Scientific Professions (SACNASP)] with at least 10 (ten) years' verifiable post graduate experience in the management of the operation, maintenance and management of a class A or B wastewater treatment works (WWTWs). He/she will be the project leader and will be responsible for all work carried out in terms of this tender, including any conflict resolution and strategy discussions between the contractor and the client. He/she will be on site for a minimum of 8 hours a week and shall attend to matters as the need arises.

A Class V/VI Process Controller (DWS classification) with at least 5 (five) years' verifiable operation, maintenance, and management experience at a Class A or B wastewater treatment works, who will be the Plant Manager of the FSM Facility and will handle all day-to-day tasks, including issues relating to shift change-over. The Project Manager and Plant Manager roles cannot be fulfilled by the same person.

A Shift Supervisor with at least a matric certificate with Maths and Science and 3 (three) years' relevant experience in supervising staff and maintenance.
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A qualified mechanical/electrical engineer with at least 10 (ten) years' verifiable experience managing the maintenance of a Class A or B wastewater treatment works, with strong electrical and mechanical knowledge of large installations. He/she will be the Maintenance Manager of the FSM Facility and will be responsible for all maintenance work carried out in terms of this tender. He/she will be on site for a minimum of 8 hours a week and shall attend to matters as the need arises.

The daily repairs and maintenance on the site shall be carried out by a Millwright with 5 (five) years' experience on a Class A or B wastewater treatment works. The Millwright will be on site full time (office hours) and shall have a response time of 2 hours to any reported issue after hours.

The operational staff operating the Works on a 16-hour shift basis consist of general worker, semi-skilled workers and team leaders who require no formal qualification.

The general workers will be required to perform plant housekeeping duties during normal operating hours as well as facilities cleaning services.
Due to the number of candidates and basic education requirements this does not form part of the schedule 13A

Returnable Schedule 13A must be completed and the Curriculum Vitae including references, registration certificates and letter of good standing of all key personnel must be submitted with the tender submission, appended to Schedule 13A.

Should it become necessary to replace any of the key personnel listed at the time of tender during the course of this contract, both temporarily or permanently, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the CCT.

Key personnel must have access to and familiarity with, besides the Microsoft suite of software, programmes such as asset management software and specialist simulation software packages that may be used on this project. Details of the software package/s that will be used must be indicated on Returnable Schedule 13F, whether it is owned or licensed to the tenderer, or whether it is available through some other means.

In addition to the key personnel stated above, the Contractor is required to provide all necessary personnel to fulfil the obligations in terms of the Contract.

13.8 OPERATOR REQUIREMENTS

The operators working in the FSM Facility must have undergone a fitness to work medical assessment and must have received the required vaccinations as per risk assessments. The medical records shall be made available to the CCT upon request. The operators must wear the necessary PPE as the work will be carried out in a raw sewage environment. It is required that the following PPE and any other PPE required by Law be provided and maintained:

The PPE shall be branded with the Contractor's company name. The Contractor shall be responsible for the upkeep and cleaning of all PPE items and suitable lockers shall be provided. Damaged, broken or stolen items shall be replaced immediately.

A wash booth station consists of 2 wash booths and the basin for cleaning the lids. It is envisaged that three operators will be required per station during peak conditions:

One operator per wash booth;
One operator at the wash basin

The operations staff complement shall include enough operators to run two Bi-Pot cleaning lines and the container cleaning line. Additional staff required for the third and fourth Bi-Pot cleaning lines shall be required on an ad hoc basis. The operators must be physically able to handle the full PFT's to operate the PFT wash booth. As the work consists of a repetitive action, it is recommended that staff change roles every hour.

13.9 EQUIPMENT AND CRITICAL SPARES LIST

The full equipment and instrument schedule for the mechanization process is given in Appendix D: Drawings and Schedules. The schedule is separated per process line and references the P&ID drawing 16057-P&ID.

A critical spares list has also been provided in Appendix D.

13.10 ODOUR CONTROL

A ducted extraction system will be installed to extract odours from the waste channels below the wash booths, the waste channel in the tanker discharge area, the splitter box and the screening room. The extraction system is sized to ensure that there is a negative pressure in the enclosures. This foul air will be routed to the treatment unit by means of an extraction fan. The treatment unit consists of a biotrickling filter and a biofilter. Final effluent from the plant will be used as the water source for the system and there will be a potable water backup along with a nutrient make-up system and dosing pumps.

Treated air will exit the biofilter stack to atmosphere and shall have a concentration of less than 0.1ppm H_2S, as well as significant reductions in other odorous compounds to below odour nuisance levels. Sampling and testing of the treated air stream shall be done at the inlet and outlet of the treatment unit. H_2S samples will also be taken in the screening room.

An extraction hood will extract odours from the screening room and supply ventilation to the area. The extraction hood will be installed above the skip. Two external weather louvres (600x600) will be installed on opposite ends of the external wall of the screening room to allow air flow through the room for ventilation purposes. The louvre shall be fitted with a multi-leaf damper to control the ventilation rate in the room.

The odour control system will be installed in the foreseeable future and the operation and maintenance of the system is included in this Contract. The drawings included in Appendix D: Drawings and Schedules are conceptual and the installed system might differ from what is shown.

13.11 PURCHASING, REPAIRING OR REPLACING ASSETS

13.11.1 The Contractor shall be obliged to obtain three independent written quotations in respect of the replacement of the Assets (or part thereof), the cost of which exceeds R1 000,00 (one thousand Rand) and subject to clause 11.2, which quotations must be submitted to the CCT for approval prior to any replacement;

13.11.2 Save for the Exclusions referred to in Appendix G, the cost of any purchase, repair or replacement of any single item that is greater than R500 000,00 (five hundred thousand Rand) (exclusive of VAT), will be borne by the CCT on the basis that the Contractor shall contribute the first R500 000,00 (exclusive of VAT) and the CCT the remaining balance of the cost of the item, provided that:

13.11.3 the damage was not caused by a wilful act of the Contractor or persons under its control;
13.11.4 the damage was not caused by misuse or negligence by the Contractor or persons under its control;

13.11.5 the damage was not caused by non-compliance with the obligations set out in Appendix B: Operational Control Obligations of the Contractor or Appendix C: Maintenance Obligations of the Contractor and the Operation and Maintenance Plans referred to therein;

13.11.6 should the replacement item be an improved or better product that increases the treatment capacity of the Works, then the matter will in respect of such additional cost be dealt with as an extension of the Works as provided for in clause 13.27 of this Specification;

13.11.7 the Contractor has provided the CCT with three independent quotations for the cost of purchase, repair or replacement of any item, and in terms whereof the CCT shall have an exclusive discretion whether to accept any of the aforesaid quotations or not; and

13.11.8 these contributions shall only apply where the expenditure has been approved in writing by the CCT, unless remedial or repair work is urgently necessary for the safety of persons or the Assets.

13.11.9 Any item brought onto the Site for the convenience of the Contractor, and not reasonably required for the Operation, shall remain the Contractor's property, provided that the Contractor informed the CCT in writing of any such items at the time of submitting its next monthly report. Everything brought onto the Site and not so reported or items so reported but found to be necessary for the Contractor's duties shall be deemed to be the property of the CCT and may not be removed from the Site during the term of the Contract or on termination thereof.

13.11.10 Provided that the Contractor or its appointed security personnel has taken all reasonable care to prevent loss, the CCT shall be responsible for the cost of the replacement in respect of the Site's boundary fence. This expense and the manner in which it is incurred must be expressly approved by the CCT. In the event that any loss or damage to the boundary fence was as a result of the Contractor's, or its appointee's, negligence, then the Contractor shall be responsible for the cost of the repair or replacement of the boundary fence.

13.12 INSPECTIONS

13.12.1 The CCT's authorized representatives will visit the Site on a monthly basis or such other time period as decided by the CCT's authorized representative to inspect the Assets in the presence of the Contractor and to discuss the monthly reports and problems that may have been encountered.

13.12.2 The CCT, at its sole discretion, may have the Assets inspected annually, or at an interval determined by the CCT, by an agent knowledgeable in asset management and corrosion protection to report on the condition of the Assets and to advise on necessary asset management and corrosion protection requirements.

13.12.3 The CCT, at its sole discretion, will have the Assets, the Works and all matters related to the Works inspected annually, or at an interval determined by the CCT, to ensure compliance with OHSA Regulations.

13.13 COMPLIANCE WITH APPLICABLE LAW

13.13.1 The Contractor shall perform the Contract Services in accordance with the applicable Law and national and international standards, and shall require all employees, agents, subcontractors and the like to comply with the applicable Law and standards.

13.13.2 International standards should only be used where no national standards exist, or where it is the norm to use or refer to international standards.

13.13.2 The Contractor shall perform and provide all sampling, laboratory testing and analyses, and quality assurance and quality control procedures and programs required by the CCT or by Law or regulations from time to time and in accordance with the provisions of this Contract.

13.13.3 All incoming wash water shall be analysed weekly against the TSS, VSS,COD, TKN, FSA, Nitrate/Nitrite, Ortho- P, pH, Conductivity, Chloride, Alkalinity measured against the general limit standard final effluent discharge, at the Laboratory and raw effluent being discharged to the inlet works shall be analysed daily. To the extent that other testing laboratories are used, those laboratories shall follow acceptable laboratory procedures, provided that it shall comply with the minimum requirements of the South African National Accreditation System (SANAS). The CCT requires copies of analyses performed by other laboratories on influent, inprocess and effluent steams.

13.13. 4 In connection with any actual or alleged event of non-compliance with any applicable Law, the Contractor shall, in addition to any other duties which the applicable Law may impose:

13.13.4.1 fully and promptly respond to all inquiries, investigations, inspections, and examinations undertaken by any relevant authority;

13.13.4.2 attend meetings and hearings required by the relevant authority;

13.13.4.3 provide corrective action plans, reports, submittals and documentation required by the relevant authority;

13.13.4.4 in conjunction with the CCT, communicate in a timely and effective manner with the general public as to the nature of the event, the impact on the public, and the nature and timetable for the planned remediation measures;

13.13.4.5 immediately on receipt thereof, provide the CCT with a true, correct and complete copy of any written notice of violation or non-compliance with the applicable Law; and

13.13.4.6 assist the CCT in the defence of any legal proceedings arising from any non- compliance event.

13.13.5 In the event that the Contractor, or its employees, agents or subcontractors fail to comply with any applicable Law, the Contractor shall, without limiting any other remedy available to the CCT upon such occurrence and notwithstanding any other provision of this Contract:

13.13.5.1 immediately correct such failure and resume compliance with the applicable Law;

13.13.5.2 indemnify and hold harmless the CCT from any levies, impositions, penalties, or other charges;

13.13.5.3 make all changes in the Operational Control and Maintenance which are necessary to assure that the failure of compliance with the applicable Law will not reoccur; and

13.13.5.4 comply with any corrective action plan filed with or mandated by the relevant authority in order to remedy a failure of the Contractor to comply with the applicable Law.

13.13.6 The Contractor shall keep the Assets neat, clean and litter-free and ensure that the operation of the Assets does not create any odour, litter, noise, fugitive dust, vector, excessive light or other adverse environmental effects constituting a nuisance under any applicable Law.

13.14 USE OF THE ASSETS

13.14.1 The Contractor agrees not to:

13.14.1.1 use the Works or the Site or the Assets for any purpose other than as a cleaning facility for PFT's and containerised toilets, a direct discharge point for tankers approved by the CCT and matters ancillary thereto; and

13.14.1.2 make any alterations or additions to the Works or the Assets without the prior written consent of the CCT.

13.15. FURNITURE AND APPLIANCES

13.15.1 The CCT shall be responsible for the basic fit out of the office area. The cost of any additional items required by the Contractor shall be for the Contractor's account.

13.15.2 All kitchen appliances and consumables to be supplied by the Contractor.

13.16 UTILITIES

13.16.1 The Contractor shall have the right and responsibility to arrange for the supply of and to pay for any and all utility services and installations whatsoever, (including telephone and telecommunications) and all piping, wiring, conduits and other fixtures of every kind whatsoever related thereto or used in connection therewith.

13.16.2 The CCT shall have the exclusive right to arrange for the supply of electricity and water to the Assets.

13.16.3 The Contractor shall not be responsible for payment of electricity and water supply for the Works. Usage by the Contractor will be monitored by the CCT and penalties will be levied for excessive use as set out in Appendix H: Penalties.

13.16.4 The provision of water and electricity cannot be guaranteed at all times and the Contractor shall have a plan in place for incidences where these utilities are not available. The contractor shall provide a rate for the provision of a back-up generator as well as treated effluent from another WWTW.

13.17 PROCESS CHEMICALS

13.17.1 The Contractor shall, as part of the Contract Services:

13.17.1.1 arrange for the supply of chemicals, including the diluted chemical and the disinfectant, subject to the CCT's written approval of any supplier of such chemicals; and

13.17.1.2 oversee and manage any contracts or agreements related to the supply of chemicals from a third-party supplier;

13.17.2 The diluted chemical to be provided shall have the following capabilities and the MSDS shall be submitted with the tender:

13.17.2.1 prevent clogging;

13.17.2.2 cleaning agent;

13.17.2.3 disinfectant agent;

13.17.2.4 odour control;

13.17.2.5 fly breeding control;

13.17.2.6 approved for the purpose of domestic use;

13.17.2.7 have no deleterious effect on the efficiency of the receiving WWTW, as well as the safety of the users;

13.17.2.8 chemical-based product

13.17.3 The Contractor shall bear the responsibility for payments due under the aforesaid contracts or agreements to such third-party suppliers.

13.17.4 Save as specifically excluded in Appendix G: Exclusions, the Contractor shall be responsible for any and all costs and expenses relating to process chemicals used in the Operation of the Assets.

13.18 RESIDUALS

13.18.1 The Contractor shall only utilize the services of the supplier appointed by the CCT for the removal and disposal of the Residuals (includes domestic waste and process waste).

13.18.2 The Contractor shall obtain proof that Residuals disposal is performed in accordance with the applicable Law and the CCT's by-laws for residual management.

13.18.3 The Contractor shall keep and maintain such logs, records, manifests, bills of lading or other documentation pertaining to the Residuals as are necessary or appropriate to comply with the applicable Law and as requested by the CCT.

13.19 OPERATION AND MAINTENANCE MANUALS

13.19.1 The Contract Services shall be performed substantially in compliance with the Operation and Maintenance Manuals, the Operation and Maintenance Plans, and SCADA.

13.19.2 The Contractor shall keep these documents, databases and any drawings current, shall make all appropriate updates, supplement or revisions thereto and shall make such documents and databases available to the CCT on request.

13.19.3 The Operation and Maintenance Manuals, including those obtained electronically, shall be maintained and updated as required.

13.19.4 Any review of the operation and maintenance documents and databases shall not:

13.19.4.1 relieve the Contractor of any of its responsibilities under this Contract; or

13.19.4.2 impose any liability on the CCT.

13.20 ON TERMINATION

13.20.1 The Contractor agrees on termination of this Contract:

13.20.1.1 to deliver the Assets (including all spares) to the CCT in good, sound operating condition, fair wear and tear accepted; and

13.20.1.2 not to remove from the Site any item of whatsoever nature brought onto the Site to operate the Assets or any part thereof, save and except such items as the Contractor may have brought onto the Site which are not essential to the operation of the Assets. All other items are conclusively deemed to have become part of the Assets and the property of the CCT. The Contractor shall advise the CCT in writing prior to termination of this Contract of such items as are brought onto the Site which the Contractor is entitled to remove on termination of this Contract and unless the CCT shall have been so advised, the Contractor shall not be entitled to remove any such item; and

13.20.1.3 to vacate the Site.

13.20.2 The CCT and/or its Agent and the Contractor shall, on the termination of this Contract for whatever reason, jointly inspect the condition of the Assets, including any damage thereto, at 12h00 on the day that the Contractor shall vacate the Site and/or any other date as agreed upon and in writing between the CCT and the Contractor.

13.20.3 The Contractor shall be responsible to the CCT for payment of the cost of repair or replacement or any part of the Assets that is not in a good working condition or is damaged at the date of the inspection referred to in clause 13.20.2.

13.20.4 The CCT may apply any portion of the Performance Bond towards the payment of the costs of such repair or replacement of the Assets (or part thereof).

13.20.5 The Contractor also consents to any new contractor/s of the Contract Services (if any) being present at such outgoing inspection with the CCT and/or its Agent.

13.21 TRAINING

13.21.1 The Contractor shall provide sufficient training to enable the CCT's employees or agents to operate the Assets, if required by the CCT.

13.21.2 The Contractor shall provide such training to its personnel and the CCT's employees or agents as set out in Appendix F: Training Requirements.

13.21.3 The Contractor shall undergo a 4-week training session provided by the equipment supplier when commencing with the operational and maintenance obligations as specified in the Contract. A training manual and Certificate of Completion shall be provided.

13.22 REPORTS

13.22.1 The Contractor shall submit written reports to the CCT as specified in Appendix E: Reporting Requirements and this Specification.

13.22.2 Furthermore, the CCT shall have the right at any time to call for a written report on any matter relating to the Contractor's activities under this Contract in order to determine that the Contractor is complying with its obligations in terms hereof.

13.23 MEETINGS

13.23.1 The CCT and the Contractor shall agree on a regular schedule for routine meetings and communication on all aspects of the Contract Services as specified in Appendix E: Reporting Requirements.

Once the contract has been awarded, Steering Committee (SC) meetings will be held monthly.
The purpose of the SC meetings is for the CCT to measure the performance of the Contractor. The Contractor will be required to provide feedback to the SC which includes the following:

(1) the number of Units cleaned,
(2) the performance of each unit process,
(3) reliability of the Assets,
(4) planned expenditure vs actual expenditure,
(5) environmental issues,
(6) management of its quality management systems (ISO),
(7) occupational health and safety,
(8) development and updating of the procedures including safe working procedure and standard operating procedures, etc.

Among others, the Contractor’s Project Manager, Plant Manager and Maintenance Manager shall attend these meetings. The Project Manager shall co-ordinate all relevant actions therefrom, together with the arranging of the minute taking, any presentations and distribution thereof. The Contractor must also allow for regular meetings with the CCT’s Project Manager, at an interval determined by the CCT, which shall be attended by the Project Manager, the Plant Manager and the Maintenance Manager.

The contractor should have their own Health and Safety Agent performing periodic safety inspections. The contractor must allow for 2 ad hoc safety meetings per month and these safety meetings shall be attended by the Contractor’s Project Manager, Plant Manager, Maintenance Manager and the Health and Safety Agent.

13.24 DATA MANAGEMENT AND RECORDKEEPING

13.24.1 The Contractor shall maintain updated databases and records required to prepare reports in respect of the Assets as set out in Appendix E: Reporting Requirements and the Scope of Work.

13.24.2 The Contractor shall also back-up data daily and store all back-up SCADA and computer data in an offsite facility to ensure complete data recovery, to the satisfaction of the CCT.

13.24.3 The CCT shall at all times have access to all databases and records.

13.25 WORK TO BE TO THE SATISFACTION OF THE CCT

13.25.1 The Contractor shall operate the Works in strict accordance with the terms and conditions of this Contract, the Design Criteria, the Scope of Work, the Licence and to the satisfaction of the CCT.

13.25.2 It is recognised that certain instructions and directions may not be explicitly defined in terms of this Contract, but it is agreed that the Contractor shall use its Best Endeavours to comply with and adhere strictly to the CCT's instructions and directions on any matter pertaining to this Contract, provided that such instructions and directions are reasonable and fall within the Contractor's Operational Control and Maintenance obligations.

13.26 THE CONTRACTOR'S RESPONSIBILITIES IN RESPECT OF RISK, HEALTH, SAFETY AND EMPLOYEES

13.26.1 For the duration of this Contract, the Contractor shall ensure that it shall comply with all the provisions of the applicable Laws, including but not limited to, the following legislation and notices as issued in Government Gazette:

13.26.1.1 Occupational Health and Safety Act (No. 85 of 1993) together with its regulations;

13.26.1.2 GNR.527 of 19 June 2015: Driven Machinery Regulations;

13.26.1.3 GNR.533 of 16 March 1990: Regulations concerning the certificate of competency;

13.26.1.4 GNR 639 of 28 April 1995: Regulations for the Integration of the Occupational Health and Safety Act, 1995;

13.26.1.5 GNR.692 of 30 July 2001: Major hazard installation regulations;

13.26.1.6 GNR.828 of 17 September 2010: Lift, escalator and passenger conveyor regulations;

13.26.1.7 GNR. 84 of 7 February 2014: Construction Regulations;

13.26.1.8 GNR.1031 of 30 May 1986: General safety regulations;

13.26.1.9 GNR 1179 of 25 August 1995: Hazardous chemical substances regulations;

13.26.1.10 GNR.1180 of 25 August 1995: Withdrawal of restriction as to employment in certain processes, issued in terms of section 24(3) of the Factories, Machinery and Building Work, 1941;

13.26.1.11 NR.1521 of 5 August 1988: General machinery regulations;

13.26.1.12 NR.1591 of 4 October 1996: Vessels under pressure regulations;

13.26.1.13 NR.1593 of 12 August 1988: Electrical machinery regulations;

13.26.1.14 GNR.2281 of 16 October 1987: Environmental regulations for workplaces;

13.26.1.15 GNR.2375 of 5 October 1990: Incorporation of safety standards;

13.26.1.16 GNR.2550: Memorandum of Agreement Relating to Conditions contemplated in section 21 of the Machinery and Occupational Safety Act, 1983 (Act No. 6 of 1983); and

13.26.1.17 GNR.2920 of 23 October 1992: Electrical installation regulations.

13.26.2 The CCT shall not be liable for or in respect of any damages or compensation payable in respect of or in consequence of any accident or injury to any person in the employment of the Contractor, except an accident or injury resulting from any act or default of the CCT, its agents or servants, and the Contractor shall indemnify and keep indemnified the CCT against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

13.26.3 The Contractor shall within 10 (ten) days after the last day of each calendar month, provide the CCT with a written report on all risk, health and safety matters relevant to this Contract.

13.27 EXTENSION OF THE WORKS AND CHANGES IN THE PROCESS OF CLEANING THE PFTS AND CONTAINERISED TOILETS

13.27.1 It is envisaged that the Works could be extended during the term of this Contract.

13.27.2 Any change in the cleaning process will of necessity change the operating process/es. Bearing in mind the effect that the changes may have on this Contract, the CCT shall be entitled to select options that would lead to the most advantageous overall process or system of its choice.

13.27.3 In the event of an extension of the Works or a change in the process, the Contractor hereby agrees and undertakes to:

13.27.3.1 liaise and co-operate with the CCT and with any other contractor/s in programming and effecting the process changes with the concomitant changes or extension of the Works;

13.27.3.2 negotiate with possible other contractors to establish the boundaries of activities and responsibility and the effect it will have on staffing, security, insurance, responsibility for damage and third-party claims and a possible sharing of facilities;

13.27.3.3 negotiate adjustment in the remuneration with the CCT based on calculation of the cost effect of changes in the processes envisaged in this clause 13.27.2. Failing agreement between the parties on changes in remuneration the matter shall be adjudicated by arbitration as described hereinafter; and

13.27.3.4 accepts that any alteration or extension of the Works may cause inconvenience and additional work to be performed and carried out by it, but that the CCT will only be obliged to consider additional compensation if this leads to inescapable additional cost to the Contractor.

13.27.3.5 make any process changes and/or flow diversions necessary to enable connecting up of new civil structures, etc.

13.28 APPROVALS

The Contractor shall be responsible for obtaining approvals from the CCT for the following:

- Before any changes are made to the infrastructure/equipment/process control systems;
- Any wayleave approvals from all service authorities;
- Approval of building plans from the relevant authority;
- Any repairs/refurbishment/replacement of equipment over and above the quantum of operational budget allocated to the Contractor for this purpose.

Notwithstanding any approval received from the CCT, the Contractor shall remain responsible for all work carried out by the third party which the Contractor procures.

13.29 FORMAT OF COMMUNICATION

All requests for formal approval from the CCT, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the CCT and the Contractor may be conducted per electronic format (e-mail).

All plans and contract documents submitted for approval shall be in hardcopy format.

13.30 OWNERSHIP

13.30.1 The Assets shall remain the property of the CCT.

13.30.2 The Contractor shall not in any way have any claim over the Assets.

13.31 REMUNERATION OF CONTRACTOR

13.31.1 The Contractor shall be remunerated for the Contract Services in accordance with the provisions as set out in the Pricing Assumptions and Price Schedule in Section 4 of the Contract Document.

13.31.2 The Contractor understands that its remuneration is deemed to provide sufficiently to compensate it for profit and overheads, all labour, materials, equipment and energy, services to the Site, charges, levies, fees, deposits and other imposts, interest and finance costs, training, insurance and losses due to risks undertaken, assistance to the CCT and others in the terms of the Contract, in total everything that results from this Contract, except the Exclusions and those cost items for which the CCT assumes responsibility under this Contract.

13.31.3 The Contractor shall be entitled to apply to the CCT for a change in the remuneration in the event of a variation of the Contract Services, in accordance with the Contract Price Adjustment mechanism provided in Schedule 8.

13.32 CLAIMS FOR ADDITIONAL SERVICES TO CONTRACT

13.32.1 The CCT shall have the right to instruct the Contractor in respect of Additional Services whereupon the Contractor shall forthwith comply with such instructions.

13.32.2 The Contractor shall submit to the CCT full and detailed particulars of any claim for additional payment to which the Contractor may consider itself entitled in respect of Additional Services rendered.

13.32.3 Every such claim shall be submitted within 30 (thirty) days of circumstances giving rise to such claim. The CCT shall approve the amount, if any, to be paid in respect of such claim.

13.32.4 Failure to agree as to whether or not there is an Additional Service and any failure to agree as to the amount thereof shall be referred to an arbitrator for final determination in accordance with GCC clause 27.

13.33 PERFORMANCE INDICATORS

In general, the performance of the Contractor shall be measured, inter alia, on the following:

1. Availability of equipment
2. Number of units cleaned based on the demand;
3. Quality of the cleaned units;
4. Planned, predictive and reactive maintenance;
5. Risk Management and emergency repairs;
6. Consumption of consumables such as electricity, water, chemicals, etc.

7. Health and Safety; and
8. General housekeeping.

The Contractor shall at all times comply with the Performance Guarantees set out in Appendix B: Operational Control Obligations of the Contractor. Failure to meet the performance requirements shall result in the imposition of the appropriate penalty as stated in Appendix H: Penalties.

13.34 APPENDICES

The Appendices attached to this document shall be deemed to form part of this Specification. The list of Appendices is given below:

Appendix A: Abbreviations and Definitions
Appendix B: Operational Control Obligations of the Contractor
Appendix C: Maintenance Obligations of the Contractor
Appendix D: Drawings and Schedules
Appendix E: Reporting Requirements
Appendix F: Training Requirements
Appendix G: Exclusions
Appendix H: Penalties
Appendix I: Licence

13.35 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) and should be employed as follows:
(a) 1 x B-Grade and 1 x C-Grade securities (during day shift)
(b) 2 x C-Grade securities (during night shift)

Proof of such registration and a letter of good standing must be provided with the tender.

The security company shall be liable for the costs incurred during any security incident if it is proven that it was due to negligence by the its staff. Refer to Appendix B3.12 and B13.

13.36 FORMS FOR CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

13.37 TRADE NAMES OR PROPRIETARY PRODUCTS

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

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

13.38 EMPLOYMENT OF SECURITY PERSONNEL

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

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

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.

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.

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.

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).

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

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

3.3 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the Contract and shall carry individually the minimum levels of insurance stated in the Contract, if any.

3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all charges required by such authorities.

3.4.1 The Parties agree that this Contract shall also be subject to the CCT's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised as amended from time to time. If the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also be applicable to the Contract. Please refer to this document contained on the CCT's website.

3.4.2 Abuse of the supply chain management system is not permitted and may result in termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.

3.5 The Supplier shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and no later than the periods as set out in the Contract:

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

3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services in accordance with the Contract, to the satisfaction, of the Purchaser.

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the Goods and/or Servces including any temporary services that may be required.

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

3.5.5 Be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions.

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

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

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

3.5.9 Make good at his own expense, all incomplete and defective Goods during the warranty period.

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

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

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

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

3.6 The Purchaser shall:

3.6.1 Issue Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.

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

3.6.3 Take possession of the Goods and /or Services upon Delivery by the Supplier.

3.6.4 Regularly inspect the Goods to establish that it is being delivered in compliance with the Contract.

3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the Contract.

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

3.6.7 Inspect the Goods and/or Services to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.

3.6.8 Brief the Supplier and issue all documents, information, etc. in accordance with the contract.

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

5.1 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.

5.2 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.

5.3 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.

5.4 Intellectual Property

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

5.4.2 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.

5.4.3 The Supplier shall, and warrants that it shall:

5.4.3.1 Not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;

5.4.3.2 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;

5.4.3.3 Not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Purchser;

5.4.3.4 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;

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

5.4.4 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.

5.4.5 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.

5.5 <u>**Protection of Personal Information Act of 2013**</u>

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:

5.5.1 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;

5.5.2 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;

5.5.3 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;

5.5.4 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;

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

5.5.6 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.

6. PERFORMANCE MONITORING

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

7. Performance Security

Not Applicable. Tenderers must disregard the **Pro Forma Performance Security/ Guarantee** and are not required to furnish same.

8. Inspections, tests and analyses

8.1 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

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

11.1 Without limiting the obligations of the Supplier in terms of this Contract, the Supplier shall effect and maintain the following additional insurances:

11.1.1 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;

11.1.2 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;

11.1.3 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).

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

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

11.2 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

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

16. Payment

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.

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.

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.

17. Prices

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 Contract Price Adjustment and/or Rate of Exchange Variations and the following conditions will be applicable:

Refer to Schedule C.7

18. Contract Amendments and Variations

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

20.1 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.

20.2 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not relive the Supplier from any liability or obligation under the Contract.

21. Delays in the supplier's performance

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

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

Table 22.1: Penalties associated with Performance Criteria

Guarantee Reference Number	Specific Test Standard and Name	Requirement	Penalty (R) (excl. VAT)
G1	Reliability	Downtime greater than criteria value per month	R22 500
G2	Reliability	Per unit not cleaned per day	R100
G3	Reliability	Per unit rejected per day	R100
G4	Reliability	Downtime greater than criteria value per month	R22 500
G5	Reliability	Downtime greater than criteria value per month	R22 500
G6	Reliability	Downtime greater than criteria value per month	R22 500
G7	Reliability	Downtime greater than criteria value per month	R22 500
G8	Reliability	Downtime greater than criteria value per month	R22 500
G9	Monitoring	Excessive usage above the normal	R22 500
G10	Monitoring	Per nuisance incident not attended to during the shift (8 hours)	R5 000
G11	Monitoring	Per Health and Safety lost-time incident	R5 000
G12	Monitoring	Per security incident	R5 000

23. Termination for default

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

<u>23. Termination</u>

23.7 If the Supplier fails to remedy the breach in terms of such notice.

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

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

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.

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

28.1

(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.

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

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

. 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.

32.4 The VAT registration number of the CCT is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

35. Reporting Obligations

35.1 The Supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

C.7 GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.

1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.

1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

1.6 ‘Country of origin’ means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 ‘Day’ means calendar day.

1.8 ‘Delivery’ means delivery in compliance with the conditions of the contract or order.

1.9 ‘Delivery ex stock’ means immediate delivery directly from stock actually on hand.

1.10 ‘Delivery into consignee’s store or to his site’ means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 ‘Dumping’ occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.

1.12 ‘Force majeure’ means an event beyond the control of the supplier, not involving the supplier’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 ‘Fraudulent practice’ means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 ‘GCC’ means the General Conditions of Contract.

1.15 ‘Goods’ means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 ‘Imported content’ means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and

which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 ‘Local content’ means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.

1.18 ‘Manufacture’ means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.

1.19 ‘Order’ means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 ‘Project site’, where applicable, means the place indicated in bidding documents.

1.21 ‘Purchaser’ means the organisation purchasing the goods.

1.22 ‘Republic’ means the Republic of South Africa.

1.23 ‘SCC’ means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.

1.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
b) A cashier’s or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier’s performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in the SCC.

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other Parties by the supplier for similar services.

14. Spare parts

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser’s specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.

15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier’s risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly
notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the Parties by amendment of contract.

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

21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in
substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
(i) the name and address of the supplier and/or person restricted by the purchaser;
(ii) the date of commencement of the restriction;
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the Parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker's Warranty

Broker Logo

Letterhead of supplier's Insurance Broker

Date ___________________________

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: ***250S/***2023/24

TENDER DESCRIPTION: **PROVISION OF OPERATION, MAINTENANCE AND MANAGEMENT SERVICES FOR THE FAECAL SLUDGE MANAGEMENT FACILITY AT THE BORCHERDS QUARRY WASTEWATER TREATMENT WORKS**

NAME OF SUPPLIER: ____

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

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

Yours faithfully

Signed: ____________________

For: ________________ *(Supplier's Insurance Broker)*

Annexure B – Monthly Project Labour Report

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

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

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

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

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

Project Details

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

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

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

Beneficiary Details and Work Information

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

9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certied ID copy must accompany this labour report on submission.

10 Was the beneficiary sourced from the City's job seeker database?

11 The contract end date as stated in the beneficiary's employment contract.

12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.

13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month

14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.

16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.

17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

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

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)	
DIRECTORATE:		DEPARTMENT:	
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:	
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL WORK

PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR

ACTUAL START DATE (yyyy/mm/dd)	ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)

TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)
R

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:			

Year	Month

Sheet		
1	of	

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

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

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

Annexure C - Pro Forma Performance Security/ Guarantee

NOT APPLICABLE

Annexure D - Pro Forma Advance Payment Guarantee

NOT APPLICABLE

Approved Financial Institution as at March 2024:

NOT APPLICABLE

Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment

1 PRICING INSTRUCTIONS

1.1.1 The Contract Price Adjustment mechanisms and/or provisions relating to Rate of Exchange Variation contained in this schedule are compulsory and binding on all tenderers.
1.1.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
1.1.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
1.1.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.

Pricing mechanisms per Section is outlined in Table 1.1 below:

Table 1.1

Section	Pricing Mechanism	Reference to Tender	Note
A	Sectorial Rates	Schedule F.1 (3.5.12)	
B	Contract Price Adjustment	Schedule F.1 (1.2.4 and 1.3)	excluding item 2.5 and this will be increased using the PSiRA sectorial rate
	SUPPLIER / MANUFACTURER CONTRACT PRICE ADJUSTMENT	Schedule F.1 (1.2)	
C	RATE OF EXCHANGE VARIATIONS	Schedule F.1 (1.3)	
D	Supplier / Manufacturer Price List Variations	Schedule F.1 (1.4.2)	
E	Rate of Exchange Variations	Schedule F.1 (1.4.3)	
	Supplier Price List Variations for Contractors Supplying Imported Goods by Another Party	Schedule F.1 (1.4.4)	
F	Contract Price Adjustment	Schedule F.1 (1.2.4 and 1.3)	

Details indicated below.

The prices tendered on the pricing schedule shall be subject to price adjustment as follows:

1.2 SUPPLIER / MANUFACTURER CONTRACT PRICE ADJUSTMENT

Tenderers are required to complete **either** Section 1.2.1 or Section 1.2.2 below. **(Refer to Clause 1.4 of Schedule F.1)**.

Tenderers shall in addition complete Section 8.3 if Rate of Exchange Variations are applicable.

1.2.1 Tenderers that are MANUFACTURERS of the Tendered Items (Complete either paragraph a

<u>or b of clause 1.2.1):</u>

Tenderers that are manufacturers of the tendered items are subject to contract price adjustment based on SEIFSA INDICES and/or MATERIALS SUPPLIER'S PRICE LISTS, and shall complete only the following options:

a) Increase using SEIFSA indices

Published indices shall be applied quarterly to determine a fixed rate for the following quarter, as detailed in Clause 1.4.1 of Schedule F.1.

Material and labour price variation shall be calculated based upon the SEIFSA base material and labour prices / indices and the stipulated price proportions as detailed in F, which shall be completed in full.

A minimum of 10% of the tender price shall be fixed and free of variation for the duration of the contract.

The SEIFSA contract price adjustment formula shall apply, unless otherwise detailed in Schedule 8.

b) Increase using Material Supplier Price Lists

The tender price shall be subject to adjustment based on Supplier's Price Lists for the materials supplied for the manufacture of the tendered items.

Supplier: ____

Date of Price List/Quotation upon which tender is based______________________________

Price List/Quotation Reference Number______________________________________

N.B.

- The above information must be provided for each item supplied to the Tenderer.
- Copies of price lists on which tender prices are based <u>shall</u> be enclosed for all items.
- Tenderers will be entitled to claim only the difference between the cost of the product at the time of tendering and the new cost. Documentation to this effect must be submitted with each claim.

1.2.1 <u>Tenderers that are NOT Manufacturers of the Tendered Items (If more than one manufacturer are used please supply the additional manufacturer's information after section 16 of this document)</u>

Tenderers that are **NOT** manufacturers of the tendered items are subject to contract price adjustment based on the SUPPLIER'S / MANUFACTURER'S PRICE LISTS from the supplier or manufacturer of the tendered items, as detailed in Clause 8.4.2 of Schedule 8, and shall complete the following:

Supplier: ____

Date of Price List/Quotation upon which tender is based______________________________

Price List/Quotation Reference Number______________________________________

N.B.

- The above information must be provided for each item supplied to the Tenderer.
- Copies of price lists on which tender prices are based shall be enclosed for all items. The items referenced on the Pricing Schedule must be clearly identified on the Price List.
- Tenderers will be entitled to claim only the difference between the cost of the product at the time of tendering and the new cost. Documentation to this effect must be submitted with each claim.

1.2.2 RATE OF EXCHANGE VARIATIONS

Only tenderers who are the DIRECT IMPORTER of the Goods may claim rate of exchange price variations. (Refer to Clause 1.4.3 below).

Exchange Rate on which tender is based: _________________ 1 = S A Rand_________________

Name of Bank:

____

Date of quoted rate of exchange (Seven Calendar Days before tender closing):__________________

The end date applicable for variation shall be the date of shipment received (ie. The date of the Bill of Lading / Waybill / Customs Invoice)

Tenderer to indicate applicable documentation (Bill of Lading / Waybill / Customs Invoice):

____

If any other documentation other than those indicated above is applicable, the tenderer is to indicate this clearly and identify the applicable documentation in the space provided above.

TABLE 1.3: PRICE BASIS FOR IMPORTED RESOURCES

Item No.	Value in foreign currency	Rate of exchange as at **7 days prior** to date of tender	Value in Rand, of foreign currency content (columns AxB)	Customs Surcharge		Customs Duty		Amount of South African Content	Total in Rand of columns C+D+E+F (Total Tender Price) (Excl. VAT)
				%	R	%	R		
	(A)	(B)	(C)		(D)		(E)	(F)	(G)
C (3.1)									
D (4.1)									
E (5.1)									

1.3 PRICE VARIATION CLAIM

1.3.1 SEIFSA Index based Contract Price Variations (Refer to 1.2.1 above)

1.3.1.1 This section is applicable to **Tenderers that ARE the manufacturer** of the tendered Goods.

1.3.1.2 Only Contractors that are the manufacturers of the Goods may claim SEIFSA Index based contract price adjustments.

1.3.1.3 For items that are subject to ROE, the SEIFSA index based CPA **shall apply only to the South African Content portion**, column (F) of the above table.

1.3.1.4 The contract price per item shall be adjusted **quarterly** in advance of placement of orders, and the adjusted contract price shall be applicable for purchase orders placed during the following three full calendar months.

1.3.1.5 Fluctuations in the prices of raw materials and labour will be acceptable for the Contract Price Adjustment calculations for the tendered Goods.

1.3.1.6 The base month for Contract Price Adjustment calculations shall be the calendar month prior to the month of the closing date for tenders, and published indices applicable to this month shall be used.

1.3.1.7 Adjusted contract prices per item shall be calculated based upon the SEIFSA indices published in the calendar month of application for the amended equipment contract prices.

1.3.1.8 Material and labour price variation shall be calculated based upon the SEIFSA base material and labour indices and the stipulated price proportions as detailed in Annexure A of Schedule 8.

1.3.1.9 A minimum of 10% of the **South African Content portion** of the tender price per item (column (F) of the above table) shall be fixed and free of variation for the duration of the contract.

1.3.1.10 The process to be followed by Contractors for claims for contract price adjustment in terms of SEIFSA shall be as follows:

a) The Contractor shall approach the Employer in writing prior to the third Friday of each of **February, May, August and November** month with an application for the amended unit prices of the Goods to be applicable to the contract during the following month.
b) The application shall be based upon the SEIFSA indices published during the calendar month of application (published before the end of the third week of the month and detailing the latest available indices) and shall detail the proposed adjusted unit prices for the Goods and include detailed calculations indicating how the adjusted unit prices per item have been established.
c) Calculations of the contract price adjustment shall use the original tendered unit rates, the base indices, the indices published in the calendar month of application and the SEIFSA formula and shall contain no other factors or adjustments.
d) The Employer will check and approve the proposed unit prices for the following month prior to the last Friday of the month of application. The Employer will notify the Contractor in writing of approval of the adjusted prices. Any communications regarding approval of the proposed adjusted prices shall be completed before the last Friday of the month of application for the amended unit prices for the Goods.
e) The Employer will update the SAP Contract records at the end of the month with the approved amended unit prices for the following three months.
f) All purchase orders for the contracted Goods issued during a quarterly period shall be issued, invoiced and paid at the contract unit prices approved for that quarterly period and no further contract price adjustment claims will be considered, irrespective of the actual month of delivery and whether or not deliveries were subject to any manufacturing or delivery delays.
g) The required delivery dates for orders for the contracted Goods placed by the Employer will be determined based upon the date of issue of the purchase order and the contract delivery period.
h) Failure by the Contractor to submit claims for Contract Price Adjustment within the timeframes

detailed above will result in the unit rates for the Goods concerned being determined by the Employer in accordance with the published SEIFSA indices. The Employer however reserves the right in such a case not to amend the unit rates for the Goods if it is not to the Employer's advantage.

i) The successful Contractor shall immediately upon notification of the commencement date of contract submit written application for approval of adjusted unit prices for the Goods that shall be applicable during the first calendar month of the contract. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices for the first calendar month of the contract.

j) Failure to submit such application within one working week of commencement of contract shall result in the tendered unit prices being applied for orders placed during the first calendar month of the contract.

k) Application for Contract Price Adjustment thereafter shall follow the process detailed above.

1.3.2 Supplier / Manufacturer Price List Variations (Refer to 1.2.2 above)

This section is applicable to **Tenderers that are NOT the manufacturer** of the tendered Goods.

This section is **also applicable to** Tenderers that are importing overseas manufactured component parts for assembly into tendered goods that are locally manufactured.

If the contract is subject to variation based on **SUPPLIER / MANUFACTURER PRICE LISTS**, the following will be applicable:

1.3.2.1 Contractors shall make the application for contract price adjustment prior to the date upon which the price adjustment would become effective.

1.3.2.2 The effective date of any price adjustment granted will be the first day of the month following the month during which the fully substantiated application for contract price adjustment is submitted and approved or, by agreement between the Contractor and the Employer, a subsequent date on which the price adjustment will become effective.

1.3.2.3 In instances where the Contractor's price adjustment claimed is less than entitled, the lesser price will be accepted.

1.3.2.4 Purchase orders placed prior to the effective date of any price increase shalll be placed at the previously agreed price, not the claimed adjusted price.

1.3.2.5 Only the difference in cost may be adjusted and under no circumstances may the Contractor increase their profit margin.

1.3.2.6 The process to be followed by the Contractor for claims for contract price adjustment shall be as follows:

a) The Contractor shall submit all of the documentation indicated below a minimum of two weeks prior to the effective date of the contract price adjustment.

b) The Employer will consider the proposed contract price adjustment and based on the documentary evidence, the Employer may approve the adjustment.

c) A letter authorising the price adjustment will be issued to the Contractor.

d) All purchase orders issued subsequent to the effective date of the contract price adjustment will be issued at the approved adjusted contract price.

1.3.2.7 The Contractor shall supply the following documentation when applying for a contract price adjustment:

a) The price list that the tender was based upon clearly indicating the items numbered according to the tender pricing schedule.
b) The new price list from the same Supplier / Manufacturer as originally tendered and clearly indicating the items numbered according to the tender pricing schedule and the revised price applicable to each item.
c) Detailed calculations indicating how the new price has been established.
d) A covering letter on the Contractor's letterhead requesting the contract price adjustment.
e) All documentation is to be signed by the Supplier / Manufacturer and by the Contractor.

1.3.2.8 In the event of a Contractor changing their Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Contractor has obtained prior approval from the City for the change of Supplier / Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.

1.3.3 Rate of Exchange Variations (Refer to 1.3 above)

1.3.3.1 The Tenderer shall note The Department: Trade and Industry Local Production and Content requirements included with and forming a part of this specification, where applicable, and shall comply fully therewith.

1.3.3.2 If the Contract price is subject to variations in RATES OF EXCHANGE the Tenderer SHALL complete the appropriate section in Schedule F.1 (Section 1.3), failing which no claim for contract price adjustment on the basis of rate of exchange variations will be considered.

1.3.3.3 Only Contractors that are directly importing the tendered Goods or component parts of the tendered Goods may claim rate of exchange variations.

1.3.3.4 The price adjustment for variations in the cost of plant and materials imported from outside of South Africa shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources"** and as below. The Rand value of Plant and Materials comprising entirely or partly imported content that is inserted on the schedule titled "**Price Basis for Imported Resources"** (column (G)) shall be the rate tendered in the Pricing Schedule, and shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column (B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)) and any South African manufactured or added content (column (F)). Any mark-up by the Tenderer or other costs not detailed above shall be entirely contained within the South African Content (Column (F)).

1.3.3.5 The Supplier shall within seven working days from the date of receipt of the purchase order arrange for cover or recovering forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled "**Price Basis for Imported Resources"**, and submit such Forward Cover quotation to the City for approval. Following such approval the forward cover shall be contracted within a further two working days and a copy provided to the City.

1.3.3.6 Based on the evidence provided in Clause 1.4.3.5 above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources** "shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to Clause 1.4.3.7 below.

1.3.3.7 The adjustments shall be calculated upon the value in foreign currency in the Supplier's **forward**

cover contract, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "**Price Basis for Imported Resources"**, then the value in column (A) shall be used.

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

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

1.3.3.10 Contractors shall take out Forward Cover covering the foreign exchange component of the cost of any imported portion of the Goods ordered on each purchase order issued by the Employer.

1.3.3.11 The process to be followed by Contractors for claims for Rate of Exchange Variations shall be as follows:

a) On receipt of a purchase order the Contractor shall arrange for a quotation for Forward Cover from their banking institution.

b) This Forward Cover quotation shall be submitted to the Employer for approval of the Forward Cover rate within seven working days from date of receipt of the purchase order.

c) Only once the Forward Cover rate is approved may the Contractor engage in a formalised contract with their banking institution and submit the Forward Cover contract to the Employer. This shall be done within two working days from the City's approval.

d) The Forward Cover Contract shall refer to the purchase order number, shall be signed by both parties (the Contractor and the Banking Institution) and shall be valid until such time as the goods are delivered to the Employer.

1.3.3.12 On delivery of the goods to the City the Contractor shall submit the following documentation:

a) The Bill of Lading/Waybill/Customs Invoice (clearly indicating the items as identified on the purchase order).

b) Calculations detailing the difference in the rate of exchange at the time of entry and the date of tender. These shall be submitted on a covering letter.

c) The invoice / credit note for the Rate of Exchange adjustment applicable to the specific order.

1.3.4 Supplier Price List Variations for Contractors Supplying Imported Goods by Another Party (Refer to 8.2 above).

1.3.4.1 Tenderers that intend to purchase the goods from another supplier who is in turn importing the goods shall obtain Firm Prices from the supplier and shall submit the price list in accordance with the process outlined in Clause 8.4.2 above. The updated pricelist shall be submitted to the City within seven calendar days of the date of the purchase order date. The City reserves the right the request further supporting documents to substantiate the claimed adjustments.

1.5.1 Price Adjustment Mechanism:

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

1.5.1.2 Subject to 1.11.1. Above, Contract Price Adjustment will be applicable as from commencement of the 13 month. Contractors shall be entitled to claim contract price adjustment as follows:

1.5.1.3 **10%** of the **tendered** rate will remain fixed for the duration of the contract.

1.5.1.4 **90%** of the year on year rate will be subject to adjustment **annually** based on the average percentage of 12 months as published by STATSSA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:

From start of 13th month to the end of the 24th month: Subject to contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates).** **Base month** for the price adjustment shall be three (3) calendar months prior to the date of commencement. The **end month** shall be three (3) calendar months prior to the 12th month.

From start of 25th month to end of the 36month: Subject to the contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates).** **Base month** for the price adjustment shall be three (3) calendar months prior to the 13th month. The **end month** shall be three (3) calendar months prior to 24th month.

From start of 37th month to end 48 month: Subject to the contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates).** **Base month** for the price adjustment shall be three (3) calendar months prior to the 25th month. The **end month** shall be three (3) calendar months prior to 36th month.

From start of 49th month to end 60 month: Subject to the contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates).** **Base month** for the price adjustment shall be three (3) calendar months prior to the 37th month. The **end month** shall be three (3) calendar months prior to 48th month.

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

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

1.6 Contract Price Adjustment – General

1.6.1.1 All requests for variation in the contract price shall be submitted in writing as follows:

- By letter to: Director Supply Chain Management, City of Cape Town, P O Box 655, Cape Town, 8000, or
- by email to: CPA.Request@capetown.gov.za

prior to the date upon which the price adjustment would become effective.

1.6.1.2 When submitting an application for contract price adjustment the Contractor shall provide the applicable month's actual indices for the SEIFSA Table No's and Descriptions detailed in Annexure A of Schedule 8 or the supplier's actual published pricelists applicable to the particular month, and the actual revised rate proposed for each item. A mere notification of an application for contract price adjustment without stating the adjusted price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.

1.6.1.3 The Employer reserves the right to request the Contractor to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the City of Cape Town within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.

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

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

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

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

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

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

Account Holder: ____________________________

Financial Institution: _________________________

Branch Code: ______________________________

Account No.: _______________________________

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

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

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

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

Schedule F.3: Declaration for Procurement above R10 million

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

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

YES		NO	

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

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

YES		NO	

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

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

YES		NO	

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

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

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

YES		NO	

If YES, furnish particulars below

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

______________________________ ______________________________
Signature

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

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

1. GENERAL CONDITIONS

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

- the 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.

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

3.1. POINTS AWARDED FOR PRICE

3.1.1 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

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

90/10

$$Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin= Price of lowest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

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

5.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 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, 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 for the tender and points claimed are indicated per the table below.

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Gender	3	
Race	3	
Disability	1	
Promotion of Micro and Small Enterprises	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm…………………………………………………………………….

5.4 Company registration number: ……………………………………………………………...

5.5 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation

- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[Tick applicable box]

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

ii) The information furnished is true and correct;

iii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iv) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

v) 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 contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

…………………………………………
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……………………………………………………….
DATE: ………………………………………………………

ADDRESS: ………………………………………………………

………………………………………………………

………………………………………………………
………………………………………………………

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

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

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

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

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

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

3.2 Identity Number: ______________________________

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

3.4 Company or Close Corporation Registration Number: ______________________________

3.5 Tax Reference Number: ______________________________

3.6 VAT Registration Number: ______________________________

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

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

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

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

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

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

3.12.1 If yes, furnish particulars: ____

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

3.13.1 If yes, furnish particulars: ____

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

3.14.1 If yes, furnish particulars: ____

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

3.15.1 If yes, furnish particulars: ____

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

3.16.1 If yes, furnish particulars: ____

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

Full Name	Identity Number	State Employee Number

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

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

________________________________ ________________________________

Signature

Print name: Date

On behalf of the tenderer (duly authorised)

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

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

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

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

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

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

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

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

Schedule F.6: Conflict of Interest Declaration

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

YES		NO	

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

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

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

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

YES		NO	

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

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

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

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

________________________________ ________________________________

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

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

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

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

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

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

Item	Question	Yes	No
2.1	**Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?** (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **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: Date
On behalf of the tenderer (duly authorised)

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: Date
On behalf of the tenderer (duly authorised)

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **250**S/2022/23 and tender description: ROVISION OF OPERATION, MAINTENANCE AND MANAGEMENT SERVICES FOR THE FAECAL SLUDGE MANAGEMENT FACILITY AT THE BORCHERDS QUARRY WASTEWATER TREATMENT WORKS **]** in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

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

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

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

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

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

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

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

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

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

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

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

Act, Act 12 of 2004, or any other applicable legislation.

________________________________ ________________________________

Signature
Print name: Date

On behalf of the tenderer (duly authorised)

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

Schedule F.10: Proposed Deviations And Qualifications By Tenderer

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

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

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

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

List relevant documentation attached in Schedule F.10 below.

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

Date

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

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

Attach additional pages if more space is required.

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

Date

Schedule F.12: Record of Addenda to Tender Documents

We confirm that the following communications received from the CCT before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	**Title or Details**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
Attach additional pages if more space is required.		

____________________________________ ____________________________________

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

Date

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

The following information shall be provided with the Tender:

a. Key personnel (Curriculum Vitae, registration certificates and letters of good standing of Key Personnel as applicable - appendix to Annexure 13A)

b. Proposed work plan (A proposed work plan - appendix to Annexure 13B)

c. Expertise of key personnel (A statement of expertise/experience of key personnel relevant to project - append to Annexure 13C)

d. Annexure 13D: Track record

(Documentary evidence/proof of ISO 9001, ISO 14001 and ISO 45001 certification - append to Annexure 13E)

e. Annexure 13F: Availability/allocation of resources

<u>SIGNED ON BEHALF OF TENDERER</u>:

. . . .

Annexure 13A: Key Personnel

The tenderer is referred to clause F.13.7 in the Specification and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer, in order for the tenderer to be eligible to submit a tender for this project. The Curriculum Vitae, certificate of registration and letter of good standing of each individual must be appended to this schedule.

PROJECT MANAGER				
NAME	JOB TITLE	QUALIFICATIONS	DWS CLASSIFICATION AND ECSA OR SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE
PLANT MANAGER				
NAME	JOB TITLE	QUALIFICATIONS	DWS CLASSIFICATION AND REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE
SHIFT SUPERVISOR				
NAME	JOB TITLE	QUALIFICATIONS	DWS CLASSIFICATION AND REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE
MAINTENANCE MANAGER				
NAME	JOB TITLE	QUALIFICATIONS	TRADE CERTIFICATE	NO. OF YEARS RELEVANT EXPERIENCE
MILLWRIGHT				
NAME	JOB TITLE	QUALIFICATIONS	TRADE CERTIFICATE	NO. OF YEARS RELEVANT EXPERIENCE

____________________________ ____________________________

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

Annexure 13B: Proposed Work Plan

The tenderer shall append their proposed plan (approach and methodology) to this Schedule.

It should be noted that while a programme may form part of the required work plan, more than a programme is expected in response to this requirement. The work plan must indicate the approach and methodology that the tenderer intends following in order to reach the required outcomes. The work plan must show that the tenderer has appreciated the Contracted Services and has good insight as to what actions or activities are required in order to comply with the Employer's objectives. The work plan must provide the items listed in clause 2.2.1.1.4. The proposed work plan is an important document based upon which up to 37 score points for quality will be awarded.

_____________________________ _____________________________________

Signature
Print name: Date

On behalf of the tenderer (duly authorised)

Annexure 13C: Expertise of Key Personnel

Notwithstanding having appended the Curriculum Vitae of the key personnel to Schedule F13A above, the tenderer shall append to this schedule, a statement for each of the individuals identified, which indicates any fields of specialisation and any recent experience that is relevant to this particular project (which may or may not have formed part of the individual's CVs). Tenderers should indicate what particular aspect of the project the specialisation or experience is relevant to.

Up to 40 score points for quality will be awarded for relevant expertise of the key personnel.

Signature
Print name: Date

On behalf of the tenderer (duly authorised)

Annexure 13D: Track Record

The tenderer is referred to clause 2.2.1.1.4 and shall indicate on the schedule below all operation, maintenance and management of wastewater treatment works projects that have been successfully completed in the past ten years, or that are underway at present at a Class B WWTW or higher.

Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary). A score for each will be combined in proportion to the percentage contribution of each party to the joint venture.

Up to 20 score points for CAS projects will be awarded for quality according to the nature and scale of projects listed.

TRACK RECORD OF TENDERER (CAS)			
TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (include contact details)	DATE COMPLETED

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

Date

Annexure 13E: ISO Certification

If applicable, the tenderer shall append proof of their ISO 9001, ISO 14001 and ISO 18001 certification to this schedule.

Up to 3 score points for quality will be awarded to tenderers who are ISO certified. Where the entity tendering is a joint venture, provided one of the parties is ISO certified, and it has been indicated on the work plan submitted that that party will take responsibility for quality management, environmental management, and health and safety standards, then the joint venture will be awarded 3 score points in this respect.

Signature
Print name: Date

On behalf of the tenderer (duly authorised)

Schedule F.14: Appeal Application

annexure 'B'

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
(CASHIERTO RETAIN A COPY)

RECEIPT NO: ________________

DATE: ______________________

SAP GL:

8	1	0	1	0	0

PROFIT CENTRE:

1	3	0	5	0	0	0	1

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

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
(CASHIERTO RETAIN A COPY)

RECEIPT NO: ________________

DATE: ______________________

SAP GL:

8	1	0	1	0	0

PROFIT CENTRE:

1	3	0	5	0	0	0	1

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

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 - Appendices

Appendix A: Abbreviations and Definitions

A1 Abbreviations

A1.1 Abbreviations which may be used in this Contract Document

COD	Chemical Oxygen Demand (mg/l)
DEA	Department of Environmental Affairs
DWS	Department of Water and Sanitation
DO	Dissolved Oxygen
ECSA	Engineering Council of South Africa
FSA	Free and Saline ammonia (NH_3 + NH_4) (mgN/ℓ)
NO_3	Nitrate concentration (mgNO_3-N/ℓ)
PFT	Portable Flush Toilet
SACNASP	South African Council for Natural Scientific Professions
SAP	Systems, Application and Products (in data processing)
SCC	Special Conditions of Contract (in Section 7 of this Contract Document)
SOP	Standard Operating Procedure
TKN	Total Kjeldahl Nitrogen (mgN/ℓ)
TSS	Total suspended solids (mgTSS/ℓ)
VSS	Volatile Suspended Solids (mgVSS/ℓ)
WWTW	Wastewater Treatment Works

A2 Definitions and Interpretations

A2.1 **Definitions**

In this context, unless clearly inconsistent with or otherwise indicated by the context -

A2.1.1 "**Additional Services**" means the additional services provided by the Contractor which are outside the general scope of the Contract Services set forth in this Contract, but are consistent with the purposes hereof and the effective operation of the CCT's municipal services as provided for in clause 36;

A2.1.2 "**Assets**" means –

A2.1.2.1 the property of the CCT in respect of this Contract, and comprising:

A2.1.2.1.1 the Site, including the boundary fence;

A2.1.2.1.2 the Works, and any extensions and enhancements to the Works;

A2.1.2.1.3 the building/s and structures on the Site;

A2.1.2.1.4 the equipment, tools and machinery reasonably required for the operation of the Works; Equipment, tools and machinery will consist of items already on the Site at the Commencement Date and those acquired during the term of this Contract; and, without in any way limiting to the aforegoing, shall include all lifting and ventilation equipment, machinery, pipe work and supports, control hardware and software, equipment support structures, cabling, Operation and Maintenance Manuals, drawings, plans, records, instrumentation and any extension of the Works as provided for in clause 27; and

A2.1.2.1.5 chemicals and consumables brought on to the Site for purposes of this Contract.

A2.1.2.2 the term "Assets" shall not include:

A2.1.2.2.1 the personal property of the Contractor's workmen and agents;

A2.1.2.2.2 the property of other contractors and their workmen who may occupy the Site for construction or repair purposes; and

A2.1.2.2.3 special equipment acquired on a temporary basis for work not likely to be repeated.

A2.1.3 "**Business Day**" means a day other than a Saturday, Sunday or a gazetted public holiday in South Africa; and "**Business Days**" has a corresponding meaning;

A2.1.4 "**the CCT**" means the City of Cape Town or any successor-in-title; and "**City**" shall have a corresponding meaning; and "**Purchaser**" has a corresponding meaning;

A2.1.5 "**Commencement Date**" means the date upon which the Contractor receives the fully completed Form of Offer and Acceptance in Section 3 of the Contract Document;

A2.1.6 "**Contract**" means the Contract as defined in GCC Clause 1.2, the terms of which are identified in this Contract Document; and "**Agreement**" has a corresponding meaning;

A2.1.7 "**Contractor**" means the Entity (Service Provider) that is awarded the Tender and with whom the Contract has been concluded in terms of the Form of Offer and Acceptance in Section 3 of the Contract Document or any successor-in-title; and "**Supplier**" has a corresponding meaning;

A2.1.8 “**Contract Price**” means the price or remuneration to be paid for the performance of the Contract Services; and “Remuneration” has a corresponding meaning;

A2.1.9 “**Contract Services**” means the operational control and maintenance services to be rendered or provided by the Contractor in terms of this Contract, including without limitation, the Unit cleaning operation and all ancillary activities at the Works in accordance with the Contract;

A2.1.10 “**Control**" of a company includes, without limiting the generality of the term –

A2.1.10.1 the beneficial ownership of the majority of the issued shares of the company; or A2.1.10.2

the right to exercise the majority of the votes exercisable by the holders of shares in the company at a general meeting of shareholders; or

A2.1.10.3 the beneficial ownership of issued shares of the company entitling the beneficial owner thereof to exercise less than a majority of the votes attaching to all the issued shares of the company, where such voting power is sufficiently dominant relative to the spread of other shareholdings that it does constitute de facto Control of the company; or

A2.1.10.4 the right, through shareholding or otherwise, to appoint the director or those directors of the company who will when acting jointly be able to exercise the majority of the votes that directors of the Entity could exercise at a meeting of the Board of directors; or

A2.1.10.5 the right otherwise to control the management of the company;

A2.1.11 "**Dispose**" means sell, transfer, exchange, dispose of or otherwise alienate; A2.1.12

"**Employer**" means the City of Cape Town, represented by the Director:Water and Sanitation;

A2.1.13 "**Encumbrance**" means any right to acquire, option or right of pre-emption, pledge, lien, assignment, hypothecation, title retention or other security agreement or arrangement; and "**Encumbered**" shall have a corresponding meaning;

A2.1.14 "**Entity**" includes any association, business, close corporation, company, concern, enterprise, firm, partnership, joint venture, person, trust, undertaking, voluntary association, body corporate, juristic person or any other similar entity, including also any governmental or quasi-governmental entity;

A2.1.15 "**Exclusions**" means the expenses, claims, costs or activities that the Contractor shall not be liable for, as set out in **Appendix G: Exclusions**;

A2.1.16 "**Final Effluent**" means the disinfected liquid fraction of the wastewater treatment process which is used as the wash water and dilution water in the FSM Facility; and "**Treated Effluent**" shall have a corresponding meaning;

A2.1.17 "**Financial Year**" means the period 1 July until 30 June;

A2.1.18 "**Laboratory**" means the CCT's laboratories situated at the Scientific Services Branch in Athlone, Cape Town;

A2.1.19 "**Law/s**" shall mean any applicable law, proclamation, ordinance, Act of Parliament, Regulation, Policy or other enactment having the force of law in the Republic of South Africa (including any amendment thereof) and applicable from time to time to:

A2.1.19.1 the permitting, design, acquisition, construction, equipping, financing, ownership, possession, start-up, testing, operation, maintenance, repair, replacement or management of wastewater collection and treatment systems;

A2.1.19.2 the conveyance, treatment, or discharge of Influent and Effluent to and from the Works; A2.1.19.3

the management, handling, processing, transportation or disposal of Residuals;

A2.1.19.4 the air emissions from the Works;

A2.1.19.5 the health and welfare of persons at or visiting the Works;

A2.1.19.6 or any transaction or matter contemplated herein, including without limitation, any of the aforegoing which pertain to sewer treatment, waste disposal, health, safety, fire, environmental protection, labour relations, building codes and preferential procurement in terms of the CCT's Supply Chain Management Policy; including, but not limited to the following legislation, namely:

- the National Environmental Management Act (Act 107 of 1998);
- the National Water Act (Act 36 of 1998);
- the Water Services Act (Act 108 of 1997);
- the Municipal Systems Act (Act 32 of 2000);

- the Municipal Structures Act (Act 33 of 2000);
- Municipal Finance Management Act, No. 56 of 2003 (hereinafter referred to as the MFMA);
- Insolvency Act, (Act 24 of 1936);
- Companies Act, (Act 71 of 2008);
- the Compensation for Occupational Injuries and Diseases Act No.130 of 1993, as amended (hereinafter referred to as the COID Act);
- the Basic Conditions of Employment Act (Act 75 of 1997);
- the Income Tax Act (Act 58 of 1962);
- the Labour Relations Act (Act 66 of 1995);
- the Skills Development Act (Act 97 of 1998);
- the Skills Development Levies Act (Act 9 of 1999);
- the Unemployment Insurance Contributions Act (Act 4 of 2002); and
- the Unemployment Insurance Act (Act 63 of 2001).

The contractor is obliged to conform to the latest revision of the applicable legislation.

A2.1.20 "**Licence**" means all the regulatory licenses issued by the Department of Water and Sanitation (DWS) and the Department of Environmental Affairs (DEA) in terms of the provisions of the National Water Act or the regulatory permits issued by the Department of Water and Sanitation (DWS) and the Department of Environmental Affairs (DEA) in terms of the Water Act of 1956, to which the Works and its operation may be subject to, attached hereto as **Appendix I: Licence**;

A2.1.21 "**Maintenance**" shall mean all of the Contractor's Contract Services in respect of the maintenance of the Assets, as more fully described in Section 5 clause 6.2;

A2.1.22 "**Operation**" means all Contract Services to be performed by the Contractor in execution of its obligation to effect the Operational Control and Maintenance; and "**operate**" and "**operating**" shall have a corresponding meaning;

A2.1.23 "**Operational Control**" means all of the Contractor's Contract Services in respect of the operation and management of the Assets, as more fully described in Section 5 clause 6.1;

A2.1.24 "**Operation and Maintenance Manuals**" means:

A2.1.24.1 the existing Operation and Maintenance Manuals for the Works; and

A2.1.24.2 any supplier or vendor operation and maintenance manuals in respect of any of the Assets, including SCADA; and

A2.1.24.3 any new operation and maintenance manuals in respect of any of the Assets; A2.1.25

"**Operation and Maintenance Plans**" means the plans specified in **Appendix E:**

Reporting Requirements

A2.1.26 "**Parties**" means the Employer and the Contractor, including their respective successors-in- title and/or permitted assignees; and "**Party**" means any one of them as the context may indicate;

A2.1.27 "**Performance Guarantees**" means the guarantees of performance made by the Contractor, specifically set out in **Appendix B: Operational Control Obligations of the Contractor** and subject to penalties set out in **Appendix H**;

A2.1.28 "**Price Schedule**" means Section 4 of the Contract Document; A2.1.29

"**Process Change**" means:

A2.1.29.1 taking a treatment process off-line permanently or for an extended time period (one month or more);

A2.1.29.2 using a treatment process in a manner other than its intended use;

A2.1.29.3 by-passing all or a portion of flow through a process; or

A2.1.29.4 implementing an operational change that results in major modifications to the Operation and Maintenance Plans, the Operation and Maintenance Manuals or the SOPs;

A2.1.30 "**Rand**" or "**R**" means the lawful currency of South Africa;

A2.1.31 "**Raw Effluent**" means the screened wastewater discharged from the FSM Facility to the inlet works at the Borcherds Quarry Wastewater Treatment Works (WWTW);

A2.1.32 "**Residuals**" means the materials removed from the inlet screens;

A2.1.33 "**SCADA**" means Supervisory Control and Data Acquisition, which is a computerized management system utilized to collect data from the various components of the Works and then sends the data to a central computer that manages and controls the data;

A2.1.34 "**Scope of Work**" means the document that defines the CCT's objectives and requirements and specifies the Contract Services which must or may be provided under this Contract, which is incorporated herein by reference;

A2.1.35 "**Signature Date**" means the date of signature of the Form of Offer and Acceptance in Section 3 of the Contract Document by the Party signing last in time;

A2.1.36 "**Site**" means the area on which the Works are situated, which is Borcherds Quarry WWTW. It is recorded that the extent of the Site may be adjusted in future at the election of the CCT;

A2.1.37 "**SOP**" means a standard operating procedure;

A2.1.38 "**Tender**" means the Part A of the Form of Offer and Acceptance in Section 3 of the Contract Document, and all other documents which the Contractor submitted as Returnable Documents, as included in the Contract.

A2.1.39 "**Termination Date**" means the date on which this Contract terminates and is no longer in force or effect, which date shall be the last day of the period referred to in Section 5 clause 3.1, unless earlier terminated as provided herein;

A2.1.40 **"Units"** means the Portable Flush Toilets and the Containerised Toilets;

A2.1.41 "**Uncontrollable circumstance**" means an act or event beyond the control of the

Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party in terms of this Contract, and that materially interferes with or materially increases the cost of performing its obligations hereunder, to the extent that such act or event is not the result of the wilful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Contract on the part of such Party. Such acts or events shall include, and shall not be limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargos and Acts of God;

A21.42 "**VAT**" means value added tax as in terms of the Value Added Tax Act No 89 of 1991; and

A2.1.43 "**Works**" means the Faecal Sludge Management Facility situated within the boundaries of the Site, used for all processes and phases of the collection, management, transport and cleaning of the Units and discharge from the tankers and includes the weighbridge, wash watertanks and pumps and the odour control system.

A2.1.44 **Stipulated Minimum Threshold:** The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017

A2.2 Interpretation

A2.2.1 In this Contract, unless clearly inconsistent with or otherwise indicated by the context:

A2.2.1.1 any reference to the singular (including in the expressions defined in 1.1) includes the plural and vice versa, any reference to natural persons includes legal persons (corporate or unincorporated) and vice versa and any reference to a gender includes the other genders;

A2.2.1.2 headings and the use of bold typeface are to be ignored;

A2.2.1.3 references to any enactment shall include references to such enactment as it may, after the Signature Date, from time to time be amended, supplemented or re- enacted;

A2.2.1.4 any reference to a number of days shall be a reference to calendar days, unless it is specifically stated that such reference is a reference to Business Days;

A2.2.1.5 when a number of days is prescribed, the days shall be reckoned exclusively of the first day and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday in which case the last day shall be the next succeeding Business Day;

A2.2.1.6 a reference to any agreement, contract or other document (including this Contract) shall include references to such agreements, contracts and documents as they may, after the Signature Date, be amended;

A2.2.1.7 where appropriate, meanings ascribed to defined words and expressions in 1.1, shall impose substantive obligations on the Parties;

A2.2.1.8 a reference to a recital, clause, sub-clause, paragraph, sub-paragraph, schedule or appendix is, unless indicated to the contrary, a reference to a recital, clause, sub- clause, paragraph, sub-paragraph, schedule or appendix of this Contract;

A2.2.1.9 where any term is defined within the context of any particular clause or sub-clause, the term so defined shall, unless it appears clearly from such clause or sub-clause that such term has limited application to the relevant clause or sub-clause only, bear the meaning ascribed to it for all purposes in terms of this Contract, notwithstanding that such term has not been defined in 1.1; and

A2.2.1.10 the words "**material**" and "**materially**" mean, when used as an adjective in conjunction with an event, condition, circumstance, effect or other item, that there is a substantial likelihood that a reasonable expert would attach importance to the event, condition, circumstance, effect or item in evaluating the Party to which it relates and/or the event, condition, circumstance, effect or item contemplated in this Contract.

A2.2.2 Where this Contract requires a Party to use its "**Best Endeavours**" in relation to an act or omission, that Party shall do all such things as are or may be necessary or desirable so as to achieve that act or to omit taking an action, until the Parties agree that it is not reasonable to take the action or to omit taking an action.

A2.2.3 In the interpretation of this Contract, the *contra proferentum* rule of interpretation shall not apply, nor shall this Contract be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Contract.

A2.2.4 The use of the words "**include**", "**including**" and "**in particular**" in this Contract followed by a specific example or examples shall not be construed or interpreted as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording and/or such specific example or examples and the words "**other**" or "**otherwise**" shall not be construed *eiusdem generis* with any preceding words where a wider construction is possible.

A2.2.5 If any obligation or act is required to be performed on a particular day it shall be performed (unless otherwise stipulated) by 16h00 (local time at the place where the obligation or act is required to be performed) on that day.

A2.2.6 If amounts or figures are specified in numerals and in words and if there is any discrepancy between the numerals and the words then the words shall apply.

A2.2.7 The expiry or termination of this Contract shall not affect such provisions as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

Appendix B: Operational Control Obligations of the Contractor

B1 General

The Appendix should be read in conjunction with Appendix H: Penalties.

B1.1 The Contractor shall operate the Assets to the design criteria or better requirements, and the Operation & Maintenance Manual.

B1.2 The Contractor shall guarantee and warrant, subject to the provisions of this Contract, that the Assets shall achieve at all times and under all conditions compliance with the applicable Law and the conditions of the Licence.

B2 Performance Criteria

B 2.1 The Contractor shall guarantee and warrant, subject to the provisions of the Contract, that the Assets shall achieve at all times and under all conditions the Performance Criteria included in this Appendix.

"Downtime" for each item of the Assets shall be defined as the number of hours each month over the total working hours for that month that the item will be out of service for both planned and unplanned maintenance activities and where this will affect the overall performance of the operation. Every month the Contractor shall table his reliability data for the scrutiny of the CCT. Failure to do so shall result in the imposition of the appropriate penalty.

Table B2: Schedule of Criteria

Guarantee Reference	Specific Test Standard and Name	Performance Parameter	Values
G1	Reliability	Cleaning Lines	Downtime over the month shall be < 0.1 %
G2	Reliability	Number of Units Cleaned	100% of demand is met during working hours each day (typically 2 off 8-hour shifts)
G3	Reliability	Quality of Cleaned Units	Number of units rejected per working day shall be < 1%
G4	Reliability	Compressor	Downtime over the month shall be < 0.1 %
G5	Reliability	Tanker Discharge Area	Downtime over the month shall be < 0.1 %
G6	Reliability	MCC, SCADA and associated Process Control Equipment	Downtime over the month shall be < 0.1 %
G7	Reliability	Screen Washing Systems	Downtime over the month shall be < 0.1 %
G8	Reliability	Weigh Bridge	Downtime over the month shall be < 0.1 %
G9	Monitoring	Water and Electricity Usage	Monthly usage shall not exceed the average by >10%
G10	Monitoring	Nuisance Incidents	No nuisance incidents, such as spillage and odours complaints
G11	Monitoring	Health and Safety Incidents	No lost-time injuries

G12	Monitoring	Security	No vandalism, security incidents, theft, etc

B3 Contractor's Obligations

The Contractor shall be obliged to:

B3.1 continue to operate the Assets pending the settlement of any dispute;

B3.2 in compliance with the Law, prevent any nuisance, offensive odours, noise, smoke or secondary pollution arising from the operation of the Assets;

B3.3 ensure strict compliance with the Law in carrying out all of its obligations in terms of this Contract; B3.4

give all notices and pay all fees required to be given or paid in terms of the Law;

B3.5 prepare and implement a contingency plan for the continued operation of the Assets in the event of strikes by its employees;

B3.6 prepare and implement a contingency plan for the continued operation of the Assets in the event of the delivery of the units to the Works being affected by strikes, resulting in an increased number of Units being delivered following the event;

B3.6 undertake the quality control set out in this Contract for the proper control of, and the operation of the Assets and monitoring of its performance;

B3.7 pay all operating expenses in connection with the Assets, excluding those expenses provided for in **Appendix G: Exclusions**;

B3.8 immediately report all technical problems with the Assets to the CCT;

B3.9 accept the Units from the delivering contractor and treat it according to the process design of the Works subject to the provisions of SCC clause 18;

B3.10 monitor and manage the process of tanker discharges;

B3.11 manage the process of disposing of grit and screenings, subject to the provisions of SCC clause 18;

B3.12 have a dedicated security guard on site at all times to manage access to the Works and control the flow of traffic

entering and exiting the Works as required by the CCT;

B3.13 protect the assets the Works against vandalism and theft;

B3.14 perform qualitative tests and quantitative measurements of the number of Units cleaned. All measurements and test results must be recorded in writing, and copies must be submitted to the CCT on a monthly basis, for the adjustment of the Contactor's remuneration;

B3.15 perform the conventional measurement and testing of the incoming wash water final effluent weekly in order to properly monitor the quality of the water;

B3.16 perform the conventional measurement and testing of effluent discharged from the FSM Facility to the Borcherds Quarry Inlet Works daily. All measurements and test results must be recorded in writing, and copies must be submitted to the Informal Settlements and Basic Services (ISBS) Project Manager daily and to the CCT on a monthly basis, or as stated otherwise in this Contract;

B3.17 have flow meters, H_2S sensors and other field instruments independently verified annually;

Appendix C: Maintenance Obligations of the Contractor

C1 General Maintenance Obligations of the Contractor

C1.1 The Contractor shall maintain the Assets according to the requirements of the Operation & Maintenance Manuals. The Contractor shall, within 28 days after the Commencement Date, submit a Maintenance Plan based upon the Operation & Maintenance Manuals. The Maintenance Plan shall be submitted both in electronic and (hard copy) paper format. There shall be an accompanying document illustrating for each item of equipment listed in the Maintenance Plan referenced to the relevant page in the Operation & Maintenance Manuals. The Maintenance Plan shall contain direction in terms of preventive, corrective and predictive maintenance of the Works.

C1.2 Preventive maintenance shall be defined as adding and replacing lubricants, adjusting or replacing belts, replacing air filters, re-packing pumps, verifying proper operation through visual or hearing inspection, inspecting and replacing normal wearing parts, calibrating flow meters, samplers and analytical devices, and performing routine activities. A preliminary maintenance schedule is included in **Appendix D: Drawings and Schedules**.

C1.3 Corrective Maintenance shall be considered as procedures taken to prevent or correct Equipment failures, including major overhauls of Equipment.

C1.4 Predictive Maintenance shall be considered as minimizing catastrophic failure and extend the service life of the Managed Assets. The Contractor or Subcontractor personnel shall be qualified to perform predictive maintenance procedures and evaluation of results. Predictive maintenance tools include, but are not limited to, the following:

C1.4.1 Temperature monitoring;

C1.4.2 Infrared thermography of electrical equipment;

C1.4.3 Acoustic emission analysis (ultrasound), static motor winding testing and dynamic motor testing; C1.4.4

Pump/blower performance compared to design curves;

C1.4.5 Other predictive maintenance tools recommended by the Contractor and approved by the CCT.

C1.5 The aforesaid obligations shall be performed as would be expected from a responsible proprietor. In the performance of its obligations, the Contractor shall at its own cost provide the management, control and control systems, labour, materials, tools and equipment, consumables and whatever is necessary to perform its duties effectively in terms of this Contract.

C1.6 The Contractor shall maintain the Assets as documented in the Maintenance Plan. Failure to adhere to the Maintenance Plan shall be a breach of the Contract, and notwithstanding the CCT's right in this regard entitle the CCT to hire other contractors to maintain the Assets. The costs thereof shall be borne by the Contractor. The contractor hired to maintain the Assets as a consequence of non-performance by the Contractor shall be appointed by the CCT, in its sole and absolute discretion.

C1.7 The Contractor shall not be responsible for the replacement costs of the terms referred to in the Exclusions as per **Appendix G**.

C2 Buildings and Grounds

The Contractor shall be responsible for Buildings and Grounds maintenance at the Works. The Buildings and Grounds maintenance for the Works includes, at a minimum, the following:

C2.1 Maintain the buildings, including repair and restoration of damaged or deteriorated exterior and interior finishes. Any structural damage shall be repaired promptly as required to maintain the integrity of the structure.

C2.2 Maintain grounds and landscaping in an aesthetically attractive and clean condition. All areas shall remain litter-free. Maintain all plantings and trees with watering, pruning, mulching and other services. Any existing trees or plantings, or plantings provided by the Contractor that die shall be replaced. Mow grass and lawn areas during the growing season and as needed at other times to maintain growth at less than 150mm. Maintain safe and clear access to all of the Assets, roadways, walkways, sidewalks, and parking areas. Sweep roadways and parking areas as needed, of sand, dirt and gravel.

C2.3 Paint the buildings and equipment situated on the Site in order to prevent erosion and corrosion.

C2.4 Inspect the roofs twice a year to identify any potential leaks. Major leaks shall be repaired immediately upon discovery and minor leaks within thirty (30) days of discovery. The Contractor shall be responsible for repairing any inside damages resulting from a roof leak.

C2.5 Implement regularly scheduled pest control measures as required, and immediately upon discovery of potential pest infestations.

C2.6 Repair all plumbing leaks and failures promptly upon discovery.

C2.7 Maintain the HVAC systems to ensure efficient operation.

C2.8 Immediately contain all spills and clean or dispose of materials in accordance with the Contractor's Safety Plan.

C2.9 Ensure continuous rubbish/solid waste removal.

C2.10 Chemical and hazardous material storage in accordance with the Law.

C2.11 Provide On-site storage of metal scrap for recycling. Any monies received from scrap metal shall be credited to the CCT.

C3 Specifications for cleaning services and general housekeeping

The Contractor shall:

C3.1 Vacuum and spot clean carpets on a weekly basis.

C3.2 Spot clean windows, doors and walls on a weekly basis.

C3.3 Strip and seal all uncarpeted floors on a monthly basis.

C3.4 Dust all areas including windowsills and ledges weekly.

C3.5 Clean and disinfect all toilet bowls, seats, hand basins and urinals on a daily basis.

C3.6 Test and clean spouts of dispensers. Replenish as required.

C3.7 Replenish soap dispensers and toilet rolls as required.

C3.8 Scrub and seal ceramic tiles on a weekly basis.

C3.9 Wipe and sanitize lockers on a weekly basis.

C3.10 Scrub showers on a weekly basis.

C3.11 Clean counter tops, fridges, microwave ovens, cupboards and polish on a daily basis. (Inside out).

C3.12 Empty and wash waste bins on a daily basis.

C3.13 Supply black bags for disposal of rubbish.

C3.14 Ensure that the area is kept clean and free of litter.

C3.15 Remove and shake all loose mats on a daily basis.

C3.16 Dust and dry polish all office furniture and telephones on a daily basis.

C3.17 Clean all taps, metal works, mirrors and other fittings on a weekly basis.

C3.18 Sweep and dust all staircases, balustrades and handrails on a weekly basis.

C3.19 Clean cafeteria benches on a daily basis.

C3.20 Clean kitchens on a daily basis.

C3.21 Clean windows on a monthly basis.

C3.22 Provide all machinery, equipment, materials and chemicals necessary in attending to this service.

C3.23 Clean entrance and exit of office building daily.

C3.24 Ensure cleaning staff report to office and sign daily attendance register.

C3.25 Submit invoices according to staff attendance.

C3.26 Ensure weekly site visit by a supervisor.

C4 Roads and Pavements

The Contractor shall be responsible for the following roads and pavement maintenance:

C4.1 Maintain all paved areas within the boundary fence of the Works to promote proper drainage of surface water and to provide for safe vehicular and pedestrian movement. The integrity of the roadways and parking areas maintained at a level or better condition than present at the Commencement date.

C4.2 Structural failures shall be repaired promptly, but no later than sixty (60) days from discovery. The Contractor shall promptly repair cracks, erosions, depressions and potholes in roads, driveways, pavements and other areas, as necessary, upon discovery or notification.

C4.3 Seal cracks at all asphalt and paved areas that exceed one (1) centimetre in width and half a metre in length no later sixty (60) days from discovery.

C4.4 Perform asphalt paving and restoration work of areas requiring repair or impacted by Contractor work in accordance with the current standards, as applicable.

C4.5 Provide restriping and repainting of parking spaces, restricted areas, road lines, etc., and kerb repair as needed to maintain visibility of areas and in accordance with CCT’s standards.

C5 Electrical, SCADA and Iunstrumentation and Process Controls Systems Maintenance

C5.1 The Contractor shall be responsible for all maintenance work for all components of the SCADA system, and instrumentation and control systems at the Works. The maintenance on all components of the Works shall be in accordance with manufacturer’s recommendations to maintain warranties, if any, and shall include all other necessary maintenance tasks to assure uninterrupted, reliable operation of the systems.

The tasks that should be performed during the SCADA routine maintenance shall include the following:

C5.1.1 Monitor users and the training thereof;

C5.1.2 Monitor system processes;

C5.1.3 Monitor daily CPU usage;

C5.1.4 Examine log files;

C5.1.5 Correct OS errors;

C5.1.6 Correct SCADA generated errors;

C5.1.7 Backup critical data;

C5.1.8 Verify routine fall-over;

C5.1.9 Verify that the backup system switches correctly before any unanticipated system crash;

C5.1.10 Verify data shadowing is working correctly between primary and backup systems;

C5.1.11 Locate bottle necks;

C5.1.12 Identify bugs;

C5.1.13 Check all alarms are operational;

C5.1.14 Check feedback loops and data verification of positioning of mechanical parts;

C5.1.15 Other items as per the Operation and Maintenance Manuals

C5.2 The annual Maintenance, Repair and Replacement Plan shall address the need for inclusion and frequency (at least semi-annually or annually) of the following preventative maintenance activities to be performed for the electrical, SCADA and control systems and other devices, unless noted otherwise and agreed to in the approved annual Maintenance Plan:

C5.2.1 Survey and calibration of instrumentation and analytical devices;

C5.2.2 Inspect panel door, handle, disconnect, etc., for proper operation;

C5.2.3 Interior and exterior panel corrosion check;

C5.2.4 Check conduit entries for water leak incursion;

C5.2.5 Check cabinet door gasket and sealing clasp hardware;

C5.2.6 Check that all relays, cards, components are fully and securely seated;

C5.2.7 Confirm pneumatic air supply set properly, as required;

C5.2.8 Perform pneumatic tubing condition check and tubing/fittings leak test as required, including pneumatic valve bank.

C5.2.9 Check all alarms are operational;

C5.2.10 Check all limit switches and limit stops (operational and positioned correctly);

C5.2.11 Check E-stops;

C5.2.12 Other items as per the Operation and Maintenance Manuals

C6 Weighbridge

C6.1 Perform routine and ad-hoc maintenance of the weighbridge at the Borcherds Quarry

Appendix D: Drawings and Schedules

See the attached Memory Stick/Hard Drive…….DRAWINGS

The following drawings are included with this specification:

Building Layouts

3063-07-C100-C-Rev0	New Stercus Building – General Layout
3063-07-C105-C-Rev0	New Stercus Building – First Floor Layout
and Details 3063-07-C701-C-Rev0	New Stercus Building – Ground Storey Plan
and Details K7403-S-M02-001 Rev3	New Ground and First Floor – HVAC Layout

Faecal Sludge Management

16057-000-000-000 - Sheets 1 to 7	Plant Room Layout
16057-000-000-000 - Sheets 1 to 7	Pump Room Layout
16057-001-000-000 - Sheets 1 to 5	Wash Booth
16057-002-000-000 - Sheets 1 to 3	Conveyor Assembly
16057-P&ID	Process and Instrumentation Diagram
T1189-00-001	Process and Instrumentation Diagram – Sewage Screening and Pumping
W1721-85004-00	Fiamma Bi-Pot 39
W1721-85006-00	Containerised Toilets

Electrical Drawings

16057-MCC-Cubicle Detail – Sheets 1to 16	Internal and Door Layouts

Odour Control Drawings (Conceptual)

W1707-41002-00	Process Flow Diagram – New Stercus Building Odour Control
W1707-45001-01	Process and Instrumentation Diagram – New Stercus Building Odour Control
W1707-85002-00 – Sheets 1 to 3	General Arrangement - Odour Control System Layout for the New Stercus Building
W1707-94001-01 – Sheets 1 to 14	Odour Control MCC Single Line Diagram W1707-
94002-00	Stercus Odour Control SDB Single Line Diagram

W1707-95001-00	Stercus Odour Control Cable Routes Layout
W1707-96001-01	Stercus Odour Control MCC General Arrangement
W1707-98001-01	Stercus Odour Control Lighting Layout
W1707-98002-01	Stercus Odour Control System Bridge Lighting Layout

D2 Schedules

Equipment and Instrument List

Critical Spares List

Preliminary Maintenance Schedule

Appendix E: Reporting Requirements

E1 General

E1.1 At a minimum, the Contractor shall prepare and submit daily, weekly, monthly, quarterly and annual reports to the CCT, in the manner form and time frames as stated in this Appendix, as listed in Table E-1. The Contractor shall be responsible for preparing and submitting all reports required by the CCT in both hard and electronic copies. Reports shall be submitted to the CCT or their duly authorized representative. The format of the reports shall be in accordance with the structure and format as agreed upon by the CCT. Reports should include graphical presentation of information where applicable.

E1.2 The Contractor shall submit all reports electronically and a minimum of 2 hardcopies of each report as directed by the CCT unless a lesser number is approved by the CCT. Each report shall be signed by the Contractor's Project Manager or his/her designee. The Contractor shall prepare the reports in a format, as approved by the CCT

The Contractor shall make no statement in a submittal it signs that would be contrary to CCT's policy or would otherwise impose an unreasonable cost or burden on the CCT unless approved by the CCT.

Table E-1: Reports Required by the CCT

Frequency	Type of Information	Final Submission Date
Within 24 hours	• Environmental and/ or Emergency Report • Uncontrollable Circumstances Report • Raw effluent quality	By close of business
Weekly, *inter alia*	• Number of Units cleaned, (daily and averaged for the week) • Number of tanker discharges, (daily and averaged for the week) • Daily analysis on Plant performance to be included • Process Unit Operation performance • Recording of equipment running hours • Wash water quality • Raw effluent quality • Maintenance undertaken • Customer Relations Management (CRM)	Every Friday
Monthly Report detailing amongst others	• Operation and Maintenance Report • Odour Control Report • Performance Guarantee Report • Payment certificate and Tax Invoice Report • Security Report • Risk, Health & Safety Report • Training	No later than three (3) days after the end of each Month
Quarterly report summarizing	• Performance Guarantee Report • Security Report • Operations & Maintenance Report • CRM • Training Report • Health & Safety Report	Every 15th of April, July, October and January
Semi-Annually	In addition to the reports for the quarterly report, this report will include: • Instrumentation Calibration Reports • Spare Parts Inventory	Every 15th of July and January

Annually	• Annual Operation and Maintenance Report • Annual Performance Guarantee Report • Annual Inventory of Fixed Assets • Annual Inspection Report • Performance Evaluation This report focuses on the specific financial year's performance	No later than thirty (30) days after 30 June
Annually	• Report showing comparison to previous years" performance	No later than thirty (30) days after 30 June
Other Reports	• Any other reports that the CCT may require from time to time	As required

E2 Uuncontrolled Event Report

In the event of the occurrence of an uncontrolled event, the Contractor shall immediately notify the CCT detailing:

- nature of the event;
- effect of the event upon the Works or Assets;
- mitigation and/or repairs required (if any);
- Cost (if any) of rectifying the effect of the event.

E3 Laboratory Reports to the CCT

The Contractor shall submit at least weekly, sample analysis results of the:

(1) wash water and a
(2) 16- hour composite sample consisting of 16 samples taken at 1 hour intervals (or while the plant is operational) and composited on an equal volume basis (automatically sampled) of the FSM Effluent (i.e. to Borcherds Quarry WWTW Inlet Works) to the CCT's Scientific Services Branch (or alternatively to a SANAS accredited laboratory).

The submission day shall be agreed between Contractor and CCT. The results of the analyses shall be submitted to the CCT's representative in the weekly report.

Maximum provision should be made of two sample per week on an ADHOC basis as requested by the CCT or required by the contractor.

The analysis required is shown in Table E2 below:

TABLE E2: Liquid Streams

Parameter	Units	FSM Effluent	Wash Water
Settleable Solids	ml/l	**X**	
TSS	mgTSS/ℓ	**X**	**25**
VSS	mgVSS/ℓ	**X**	**X**
COD	mg/ℓ	**X**	**75**
COD filtered	mg/ℓ	✶	✶
TKN	mgN/ℓ	**X**	✶
FSA	mgN/ℓ	**X**	**X**
Nitrate/ Nitrite	mg/ℓ		**15**
Total-P	mg/ℓ	**X**	✶
Ortho-P	mg/ℓ	**X**	**10**
pH	log	**X**	**5.5-9.5**
Conductivity	mS/m	**X**	**250**
Chloride	mgCl-/ℓ	**X**	**X**

Alkalinity	$mgCaCO_3/ℓ$	**X**	**X**
E.coli	per 100mℓ		**1000**
Residual Chlorine	mg/ℓ		**0.1**

X = at least on a weekly basis; ✶ = as and when required; # once per month

Parameter	Units	Raw Influent	Final Effluent
Heavy metals §		#	#

§ Al, As, Cd, Co, Cr, Cn, Fe, Hg, Mn, Mo, Ni, Pb, Sc, Sr, V, Zn, B, F, Na, K, Ca, Mg.

X = at least on a weekly basis; ✶ = as and when required; # once per month

E4 Monthly Reports

The Contractor shall prepare and submit within 3 Business Days of the end of the month an Operation and Maintenance Report relating to the operation and maintenance of the Assets for the previous month. This report shall, *inter alia*, include the following information:

E4.1 General

- Current and year-to-date compliance with the Performance Guarantees and requirements in the form of a checklist, along with comments denoting problems/issues;
- Compliance with contractual requirements for the preventive, corrective and predictive maintenance of the Assets as described in **Appendix C: Maintenance Obligations of the Contractor**;
- Compliance with the Contractor's obligations as set out in the Contract, including applicable Law, or other regulatory requirements, along with comments denoting problems or issues and actions taken by the Contractor to remedy;
- Quantities of electricity, fuel, oil, water, and other Utilities or consumables used during the month, and information on any utility outages occurring during the reporting month, the effect, if any, on operations and steps undertaken;
- Results of daily and monthly review of electricity and water usage. Utility bills to be verified for accuracy and correct utility usage and rates. Report on status of action taken and progress in respect of disputed bills;
- Financial information indicating monthly expenditures in terms of equipment, utilities, consumables, materials, supplies, energy and any unusual labour costs (including overtime and temporary staff).

  The information must distinguish between actual and anticipated expenditures. An electronic copy of the spreadsheet documenting such expenditures should also be submitted in Microsoft Excel format and/or included SAP readable or any other format specified by the CCT;
- Inventory of all spare parts, chemicals and other consumables used in the previous month and the quantities in storage;
- List of all customer service requests (including odour complaints) received by the Contractor and actions/proposed actions taken;
- Results of any regulatory or insurance inspections conducted during the reporting month, including follow-up actions by the Contractor;
- Description of any incidents (such as hazardous materials emergencies, security breaches, accidents or adverse conditions) that did or may have impacted the operation of the Assets during the reporting month or may be expected to arise during the following month that could affect the ability of the Contractor to receive and clean PFT's and containerised toilets and to enable tanker discharge in accordance with the Contract, together with proposed

steps being taken to address such conditions;

- Status of special studies and investigations requested by the CCT.

E4.2 Operations and Maintenance

Process operations data/information for the Works, as required by the CCT, including, but not limited to, the following:

- Number of Units received and cleaned;
- Number of tanker discharges;
- Description of Process Changes and operational changes implemented by the contractor, including the reason for making the change, the expected results and the actual results;
- Daily, weekly and monthly quantities of residuals (screenings, etc.,) removed from the site;
- Summary of the preventive and predictive maintenance for the Assets that was scheduled for the reporting month, completed during the reporting month, and planned for the following month. The report should include the total and percentage of maintenance man-hours on preventive, predictive, corrective and emergency work during the reporting month; and Equipment shutdowns for maintenance and repairs during the reporting month and anticipated during the following month.

Maintenance

- The maintenance shall be monitored and controlled via the CCT's SAP software. The Contractor will be required to record the planned maintenance against the actual and provide reasons for the variance in Microsoft Excel format or any other format specified by the CCT that is compatible with the SAP system. The CCT will then input the data on the SAP software.

E4.3 Laboratory Reports

- Summary of all Scientific Services Branch laboratory tests results, and other test analyses performed by any other SANAS accredited laboratory during the reporting month;
- On site laboratory results shall be available for scrutiny;
- Results of any environmental tests or monitoring procedures conducted during the reporting month and copies of any reports or other submittals made to or received from any regulating entity such as the Department of Water and Sanitation (DWS) and the Department of Environmental Affairs (DEA);
- Status of the Sampling and Laboratory Quality Assurance and Quality Control (QA/QC) Plan activities, including the results of independent audits and precision testing.

E4.4 Staffing: The report shall include

- Description of employee staffing levels and any changes or projected changes in staffing levels due to resignations, retirements and other factors;
- Total employee staffing complement;
- Report on absenteeism;
- Staffing levels per shift;
- Occupational health and safety statistics including the type of injuries.

E4.5 Training

Summary of training (with reference to subject and duration) provided to employees or the CCT; and any training planned for the coming month.

E4.6 Subcontractors

Subcontractor activities including list of Subcontractors, category of Subcontractor, activities performed by Subcontractors and planned use of Subcontractors for the coming month.

E4.7 Community Relations Management

Community relations activities, including engagement due to complaints and compliments, which took place in the reporting month.

E4.8 Additional Services

List and brief description of any Additional Services performed or to be performed by the Contractor.

E4.9 Odour Control Report

The Contractor shall report on odour control for the reporting month. This report shall include the following information:

- Status of operation of odour control equipment and processes, including effectiveness of odour control works, duration, reason for any odour control works that were out of service, and chemical usage;
- Results of the weekly grab hydrogen sulphide monitoring at the 6 points equidistant around the site Works boundaries;
- Summary of odour complaints and response activities, findings and action taken.

E4.10 Remuneration, and Tax Invoice Report

The Contractor shall prepare and submit to the CCT an original tax invoice with supporting documentation relating to the Contracted Services. The Tax Invoice shall state the date, the description of contracted services, invoice number, purchase order number and description of supporting documentation to support the costs charged to or credited to the CCT. Remuneration shall be based in the information provided in the Price Schedule in Section 4 of this Contract Document.

E4.11 Security Report

The Contractor shall prepare and submit a Monthly Security Report, which provides a summary of security activities. This report shall include the following:

- Summary of the entries/ access to the site with reference to the number of visitors etc., including date and time of any security breach, who responded, the cause and what action was taken;
- Summary of security breaches at the Assets, including date and time of security breach, who responded, the cause, and what action was taken;
- Status of implementing new security measures;
- Status of the operation and maintenance of the security equipment used.

E5 Quarterly Reports

E5.1 Performance Guarantee Report

The Contractor shall prepare and submit a Quarterly Performance Guarantee Report, which provides an assessment of progress to date on achieving each Performance Guarantee in accordance with **Appendix B: Operational Control Obligations of the Contractor**. The report shall include all supporting data in tabular format, calculations and documentation and shall identify any known or anticipated barriers in achieving the Performance Guarantees and planned actions to address them. The Contractor shall summarize the Performance Guarantee measurements and the Contractor's calculation of achievement of the Performance Guarantees in a tabular form.

E6 Semi-Annual Reports

E6.1 Instrumentation Calibration Reports

The Contractor shall prepare and submit at least semi-annually the calibration records required for all flow meters, H_2S sensors, level sensors, pressure transmitters and any other instrumentation installed throughout the Assets. This report shall include information with respect to the date of calibration; the accuracy and precision of the data, and changes in these parameters since the last calibration. The report shall also identify the location of defective instruments; type of corrective action; date of work or purchase orders submitted; and date of corrective work performed.

E6.2 Stock and Spare Parts Inventory

The Contractor shall prepare and submit, at least, semi-annually a report on the inventory that shall include an itemized inventory and valuation of all stock and spare parts with respect to the Assets, including spare parts no longer usable for Works or Assets.

E7 Annual Reports

The annual report shall provide a report on the performance of the Works for the CCT's financial year i.e. from 1 July to 30 June.

E7.1 Annual Operation and Maintenance (O&M) Report

The Contractor shall prepare and submit an Annual O&M report that includes a detailed summary of information about the completed Contract Year's operation and maintenance of the Assets and the current condition of the Assets. The Annual O&M Report shall include, but not be limited to:

- Summary of the information provided in the monthly and quarterly reports.
- Summary of the number of each Unit type cleaned.
- Summary of risk mitigation measures in respect of environmental issues, safety incidents and regulatory compliance.
- Checklist and analysis of Contractor's compliance with the Performance Guarantees, the Licence requirements and the Contract with supporting descriptions.
- Assessment of outstanding issues, including any recommendations for changes to Works and/ or Assets.
- Detailed summary of the operating budget for the Assets including labour costs, chemical usage and costs, and maintenance costs by maintenance category.

E7.2 Annual Inventory of Fixed Assets

The Contractor shall verify the Annual Inventory of Fixed Assets carried out by the CCT, which shall include the following information in tabular format:

- Department;
- Name of employee responsible for the item and name of his/ her supervisor;

- Asset tag number;
- Condition based on “0” = Good; “1” = Fair; “2” = Poor and “3” = Obsolete; or the CCT’s
- Asset Management criteria;
- Description of asset;
- Make, model number and serial number;
- Cost of repair or replacement;
- Name of employee providing inventory information.

The Contractor shall provide its recommendations for Fixed Assets to be scrapped, decommissioned, repaired or replaced, including reasons for the recommendation.

E7.3 Annual Inspection Report

The Contractor shall prepare and implement an Annual Inspection Report for the Assets. At a minimum, the Annual Inspection Report shall include:

- Assessment of the condition of the Assets, details of any modifications made by the Contractor (design details and as-built drawings) and an analysis of the effectiveness of any repairs, replacements, or upgrades;
- Tools and stock inventory;
- Physical asset record;
- Assessment of Risk Abatement Plan, Safety Plan, Training Plan and Emergency Preparedness Plan;
- Effectiveness of the Assets;
- Effectiveness of the Operational & Maintenance Plan and Infrastructure Assets Plan.

E8 Annual Plans

E8.1 General

The Contractor shall prepare, submit and implement upon CCT’s approval, a preliminary version of the annual plans as listed in Table E-1 no later than 2 (two) Calendar Months following the Commencement Date, unless otherwise noted in Table E-1. Thereafter, 1 (one) Calendar Month after each financial year end, the Contractor shall prepare and submit for approval annual plans for the next financial year.

For the duration of this Contract, the Contractor shall conduct annual workshops with the CCT to discuss the Contractor’s findings and recommendations and obtain CCT’s input on the particular annual plan being developed and revised.

Following the workshops, the Contractor shall prepare and submit draft annual plans to the CCT. The Contractor shall finalize and submit revised plans upon receipt of the CCT’s comments. The CCT’s review of submitted plans will be timely and CCT approval will not be unreasonably withheld. These annual plans should be finalized by February of each year to coincide with CCT budgetary preparations.

The annual plan shall include copies of SOPs and copies of documents used to report operation and maintenance activities. The annual plan shall identify any updates to the previous year’s plan, including proposed changes to SOPs and other documents and activities.

The schedule of the workshops and submissions of draft and final plans, subject to change by the CCT, shall be in accordance with Table E-2 below:

Table E-2: Plans Schedule

Plan	Workshop Date	Draft Submission Date	Final Submission Date
Operation and Maintenance Plan	February	April	August
Asset Management Capital Improvement	February	May	September
Nuisance and Odour Control	February	May	September
W_2RAP (including emergency and security)	February	May	July
Health & Safety	February	May	July
Training (WSP)	December	January	February
Water & Energy Conservation	November	April	August
Staffing	November	April	August
Testing and Verifications • **Calibrations** • **Servicing of equipment e.g. Auto sampler, flow meters**	February	April	June

E8.2 Operation and Maintenance Plan

The Contractor shall prepare and implement an Operation and Maintenance Plan for the Assets. At a minimum, the plan shall include, but not be limited to:

- Residuals (grit and screenings) Management;
- Predictive, preventive and corrective maintenance activities;
- Sampling, analysis and quality assurance (QA);
- Recordkeeping and data management, both electronic and hard copy;
- Process control management activities;
- Schedule and checklist for at least quarterly inspections of the Assets;
- QA/QC inspection/audits of the Assets to identify and report on agreed aspects of the Assets;
- Budgetary requirements.

E8.2.1 Process Control Management Procedure

The Contractor shall prepare and implement process control management procedures for the Assets. The process control procedures shall be reviewed and updated annually. At a minimum, the process control management procedures shall address the following:

- Results of approved process and operation changes and any recommendations for additional changes;

- Goals for optimum process control and efficiency as defined using well-defined parameters with target values;
- Process control strategies or guidelines, unit process guidelines, process control orders, shift instructions, reporting and performance indicators for monitoring the parameters in order to optimally operate the Assets and Residuals handling facilities (as applicable) and to comply with the Contract;
- Flags which identify the normal operational range;
- Means to allow operations staff to assess whether unit processes are out of control prior to major process or equipment problems occurring;
- Corrective actions and responses during abnormal conditions;
- Persons and their responsibilities for process control management, analysis, communication and other tasks during normal, abnormal and emergency conditions;
- SOPs, sampling and analysis plan, data management and reporting plan, process evaluation and review.
- Use of process control and simulation tools and software as approved by the CCT;
- Communication protocols and records that will be used to communicate process control information to appropriate staff (including weekly or more frequent meetings, distribution of reports, posting of directives and use of a daily log book) and to address the communication with the CCT on the operation of the Assets

E8.2.2 Data Management

Reports that shall include a clearly identified, designated official operator's logbook or set of logbooks for various functions. This logbook(s) may be reviewed by the CCT and anybody approved by the CCT. Logbooks shall be hardbound with consecutively numbered pages and all entries made in non-erasable ink. In addition, a secure and controlled storage place for used logbooks should be identified. An index of all stored logbooks should be available.

The Contractor shall utilize a comprehensive process control data management software for logging, reporting, monitoring and analysing daily operations of the Assets for compliance with the applicable Law.

E9 Water and Energy Conservation Plan

The Contractor shall prepare and implement a Water and Energy Conservation Plan for the Assets to address the previous year's consumption of water and electricity; and identify activities for the coming year to maximize conservation of water and energy while meeting objectives. The plan shall make reference and incorporate, as applicable, the CCT's environmental policy and procedures.

This plan shall include, but not be limited to, the following:

- Annual consumption of water, electricity and other energy sources (if any) at the Assets;
- Actions taken to reduce and conserve water, electricity and other energy sources during the reporting year;
- Results of actions taken in terms of estimated savings or reduction in consumption;
- Recommendations and planned activities for the coming year to conserve water and energy, including recommendations based on a third-party energy audit and a special focus on potable water conservation;
- Solids process control guidelines to emphasize efficient Asset operation;
- Method of tracking of electricity usage. Electrical meter readings to be drawn into the SCADA system and daily usages to be reported in daily, weekly, monthly, quarterly and annual operating reports;

- Training to provide operators with the basic understanding of energy efficiency goals and complementary operational theory that ensures an efficient operational approach;
- Recommendations on all replacement or procurement process equipment that would realise the highest industry efficiency standards and consider high efficiency equipment in construction specifications.

E10 Sampling and Laboratory QA/QC Plan

The Contractor shall prepare a Sampling and Laboratory QA/QC Plan that sets forth the sample collection, testing and quality control procedures for the Assets. The plan shall describe the purpose, location and frequency of each sample, including samples required to demonstrate compliance with applicable Law, the Performance Guarantees and the Licence and shall be approved by CCT. The Sampling and Laboratory QA/QC Plan shall include the following, as appropriate:

- Site Layout Plan showing the sampling locations for routine sampling;
- Description of the type of sample, frequency of collection and analysis to be performed;
- SOPs for sample collection, sample handling, laboratory analysis, and sample storage procedures including sample preservation, sample container cleaning, calibration and operation of field instruments;
- Copies of chain of custody forms, laboratory bench sheets, and other documents used to record sample and analytical information;
- Description of analytical procedures, including data validation, calibration of laboratory Equipment, and preventive maintenance on all laboratory Equipment;
- Recordkeeping and regulatory reporting procedures;
- QA/QC procedures for sampling and analysis;
- Description of software programs to store sample data;
- Description of implementing a laboratory QA manual;
- Description of safety measures for the laboratories such as Material Safety Data Sheets, Hazard Communication training, and chemical hygiene plans.

The annual plan shall include copies of SOPs. The annual plan shall identify any updates to the previous year's plan, including proposed changes to SOPs and other documents and activities.

E11 Flow and H_2S Monitor QA/QC Plan

The Contractor shall prepare a Flow and H_2S Monitor QA/QC Plan that addresses the flow meters, sensors, gauges and monitors located at the Assets. The plan shall set forth the calibration and quality control procedures for the flow meters and H_2S sensors to maintain accurate data collection and reporting.

The annual plan shall include copies of SOPs. The annual plan shall identify any updates to the previous year's plan, including proposed changes to SOPs and other documents and activities.

E12 Infrastructure Asset Maintenance Plant (IAMP)

The IAMP shall describe the Contractor's previous year's performance and approach to preventive, predictive and corrective maintenance for the Assets including new equipment expected to be placed in service in the coming year. At a minimum, the IAMP shall include:

- Proposed repairs, replacements and other improvements to improve the effectiveness, efficiency and cost of operation, management and maintenance of the Assets.
- Summary of predictive, preventive, corrective and routine maintenance procedures performed for the reporting year and compared to the prior year.

- Predictive, preventive, corrective and routine maintenance procedures planned for the coming year on all Assets, including the electrical and control systems.
- Types of diagnostic tools and the schedule or conditions that are planned to be used to initiate diagnostic testing and to identify potential problems for predictive maintenance of all Managed Assets.
- A benchmark or matrix to evaluate the performance of the maintenance program, including percentage of work orders completed, cost and hours spent on corrective and emergency repairs and percentage relative to planned maintenance, and percent of critical equipment availability.
- Inventory of and procedures for managing spare parts and consumables. The inventory must include the date and cost of spares and consumables purchased.
- Status of updates and recommendations to determine operating procedural changes and design changes and monitor performance trends to introduce predictive maintenance.
- Inclusion and frequency of preventive maintenance activities and improvements for the SCADA and other devices. Inclusion of condition-based monitoring using diagnostic tools.
- Inclusion of failure mode effects analyses and root cause and failure analyses. SOPs for these maintenance procedures.
- Specific staffing and subcontractors that will be used to perform maintenance painting. The annual plan shall include copies of SOPs.
- The annual plan shall identify any updates to the previous year's plan, including proposed changes to SOPs and other documents and activities.

The IAMP, with all the above-mentioned components, shall be provided in a format compatible with the CCT's SAP software for inclusion in the SAP system.

E13 Asset Management Plant

As part of the IAMP or as a separate plan as directed by the CCT, the Contractor shall develop an Asset Management Plan. The plan shall address, but is not limited to the following:

- Asset inventory, maintenance history, condition assessments and asset criticality evaluation to facilitate in making Equipment replacement decisions.
- Procedures for managing and decommissioning outdated and obsolete equipment with the CCT's approval.
- Inclusion of failure mode effects analyses and root cause and failure analyses.
- Identification of critical equipment
- Development of an equipment reliability plan that focuses on detecting, mitigating and minimizing expected failure modes
- Asset/work management to prioritize work orders, analysis situation using non-intrusive condition monitoring, forecast inventory and spare parts, increased preventive and predictive maintenance work relative to corrective maintenance work, and document equipment history
- Reliability analysis to develop equipment-specific reliability strategy for each equipment item based on its actual performance
- Integration of related process with CCT's requirements, capacity restrictions, wash water conditions and environmental compliance.
- Design for reliability and maintainability to match performance of equipment and Assets to operating needs.

- Life cycle costing to capture all costs associated with lifetime events over the estimated life of the equipment

The Asset Management Plan shall be provided in a format compatible with the CCT's SAP software for inclusion in the SAP system.

E14 Residuals (Waste, Grit and Screenings) Management Plan

The annual Residuals Management Plan shall include, but not be limited to the following:

- Summary of Residuals treatment performance for the prior year for the capture of grit, screenings, grease and scum and other Residuals, as well as recommendations for improving performance;
- Tabulate weekly, monthly average solids inventories of the Works for the previous year;
- Planned shutdowns of Residuals processing;
- Equipment and backup processing procedures;
- Plan for responding to any fats, oil and grease (FOG)-related blockages, backups or dumping incidents so that there are no repeated FOG-related blockages at any location;
- Use of databases to track and produce all reports required by regulatory entities and the CCT;
- Recommendations to the CCT as needed for any FOG-related blockages or backups requiring enforcement by the CCT. Activities to implement QA/QC on all work to be performed;
- Use of benchmarking.

The annual plan shall include copies of SOPs and copies of documents used to report operation and maintenance activities. The annual plan shall identify any updates to the previous year's plan, including proposed changes to SOPs and other documents and activities.

E15 Incident Management Plan

The Contractor shall include and implement an Incident Management Plan (IMP) that provides the following information at a minimum:

- Procedure of investigating an incident;
- Approach of using detailed incident reports, inspection reports other information to identify the cause and the action that was taken.

E16 Capital Improvements Recommendations Plan

The Contractor shall prepare and submit a Capital Improvements Recommendations Plan that summarizes the status of capital improvements that are completed, in progress and pending. The Contractor shall report on warranty issues and the performance of the Capital Improvements compared to the intended design performance.

The Contractor shall make recommendations to the CCT regarding the implementation of future Capital Improvements. The Contractor shall also prepare its recommendations for other Capital Improvements, including justification for each Capital Improvement to support the recommended work and the schedule(s) of such improvements, including benefits to performance, operation and maintenance, capital cost assessment, and O&M cost savings.

E17 Nuisance and Odour Control Plan

The Nuisance and Odour Control Plan shall address O&M activities related to nuisance and odour control practices for the Assets. The plan shall address the following:

- Identify the Contractor's nuisance and odour control manager and the roles and responsibilities of the operational and maintenance staff in this regard.
- Operating, maintenance and housekeeping procedures.
- Chemical addition.
- Use of operating checklists or log forms to record the status of odour control Works Equipment, chemical usage and chemical inventory for each odour control Works.
- Develop maintenance schedule and procedures for all odour control equipment.
- Provide contact information for Contractor's employees who will implement the hydrogen sulphide and odour monitoring and receive and respond to nuisance and odour complaints.
- Describe the nuisance and odour control requirements that the Contractor must meet.
- Develop nuisance and odour control operating, maintenance and housekeeping procedures at the Assets to maintain equipment performance and efficient to eliminate odours, including cleaning channels promptly after draining for maintenance work.
- Develop procedures for maintaining the target operating range for all odour control equipment and for determining when replacement of odour control consumable materials is necessary.
- Develop procedures for monitoring performance against benchmarks.
- Develop procedures for addressing odour control when odour control equipment is out of service for preventive or corrective maintenance.
- Develop a hydrogen sulphide monitoring plan to monitor the Assets.
- Develop daily checks that Works odour control facilities operate properly.
- Procedures for certifying and documenting odour complaints.
- Communicate the plan to the neighbours.

The annual plan shall include copies of SOPs and copies of documents used to report operation and maintenance activities. The annual plan shall identify any updates to the previous year's plan, including proposed changes to SOPs and other documents and activities.

E18 Staffing Plan

The Contractor shall obtain the CCT's approval for any changes to the staffing during the term of the Contract including any changes to the number of staff assigned to a particular function or process.

The Staffing Plan shall include an organization chart, depicting the different job titles and categories and the number of staff in each category, the required DWS certifications and qualifications of key personnel, operation and management staff, description of on-call coverage and shift coverage, and a description of the staff training programs. The Staffing Plan shall be based on requirements of the Department of Water and Sanitation (DWS) for manning the shifts.

The Staffing Plan shall indicate the person/s responsible for asset management and maintenance planning. The Plan shall also include the description of subcontractors anticipated to provide operation and maintenance services

The Staffing Plan shall be updated monthly to reflect any changes and/or anticipated changes in staff complement and the Assets staffing needs.

E19 Community Relations Management and Environmental Partnership Program Plan

The Contractor shall develop and implement a Community Relations Management and Environmental Partnership Program Plan. The Plan shall include a summary of the Contractor's prior community relations and environmental partnership program activities and the Contractor's activities planned for the current financial year.

The plan shall include, among others, the following:

Community relations activities that include educational materials, public meetings, plant tours and business community relations (which will provide the local community education with awareness into the purpose and the operations and maintenance of the Works) and adopting a school(s) for internships and hands-on training.

E20 Risk, Health and Safety Plan

The Contractor shall develop and implement a Risk, Health & Safety Plan in accordance with the applicable legislation, the DWS's requirements for the Wastewater Risk Abatement Plan (W_2RAP) and the Licence requirements.

The Plan shall be reviewed and updated annually and as changes to the Assets or applicable legislation is implemented.

The Risk, Health & Safety Plan shall contain or address the following items specific to the Assets:

- Purpose, including safety goals, standards, and guidelines to minimize employee injuries and fatalities.
- Risks identified, prioritised and mitigation measures to be implemented.
- Designation of plant safety coordinators and their responsibilities.
- Identification of Contractor personnel to monitor new and pending Laws and the personnel to implement changes to the safety program.
- Description of Risk, Health & Safety educational programs.
- Preparation of a Risk, Health and Safety Manual and intended distribution to staff with annual reviews and updates.
- Personal protective equipment, including equipment provided to staff and training on use of equipment.
- Control measures related to identified hazards and exposures in accordance with the control protocol of chemical elimination and substitution, engineering controls, administrative controls.
- Safety inspection program, including internal and external audits to be performed by the CCT.
- Also include SOPs, frequency of scheduled and unscheduled inspections, and description of checklists and assessment guides.
- Hazard communications program, including information on chemical inventories, material safety data sheets, staff training and hazardous material labelling.
- Communication to staff through written materials, monthly meetings and other mediums.
- Safety training programs that include lock out/tag out; hazard communication, confined spaces, electrical safety, hazardous spill response, recordkeeping and reporting of accidents. Confined space entry plan for different areas of the site including emergencies and scheduled entries.

- Safety and compliance management tools.

The annual plan shall include copies of SOPs. The annual plan shall identify any updates to the previous year's plan, including proposed changes to SOPs and other documents and activities.

E21 Emergency Preparedness Plan

The Contractor shall prepare an Emergency Preparedness Plan for the Managed Assets as part of the Wastewater Risk Abatement Plan (W_2RAP) based on the guidelines stipulated by the CCT as well as applicable Laws and by-laws. The Contractor shall coordinate with local emergency programs and work with the fire department, police and other public agencies to resolve any conflicts. The Emergency Preparedness Plan shall address hazards and emergencies that include:

- Chemical spills
- Personnel emergencies
- Fire and explosions
- Pipe, valve, aerator, electrical supply, pump failures etc.
- Equipment and process failures and overflows
- Power utilities service failures
- Acts of God (earthquakes, adverse weather, and floods)
- Environmental issues (includes loadings in wastewater streams)
- Acts of sabotage
- Other applicable emergency situations

At a minimum, the Emergency Preparedness Plan shall also include the following:

- Persons and their responsibilities including the chain-of-command
- Emergency shutdown procedures, particularly of electrical equipment
- Coordinating instructions with public safety agencies
- Outside service respondents, sub-contractors' listing
- Emergency telephone numbers, procedures for their proper usage and posting of numbers in critical areas of the Works
- Emergency Equipment inventory
- Records preservation procedures
- Hazardous chemicals inventory (location and quantities with Emergency Hazardous Chemical Inventory forms)
- Hazardous chemical spills and clean-up procedures
- Preventive measures
- Troubleshooting guides
- Site maps
- Evacuation locations

- Action plans for disasters and terrorism
- Repeated preparedness training
- Communications protocols that will be used to notify the CCT (including equipping Contractor personnel with cellular phones and pagers to keep the CCT's representative fully apprised of Works problems or emergencies and what is being done to resolve such situations)
- Level of response effort (including performing corrective actions within thirty (30) minutes of notifying the CCT)
- Written reports detailing emergency major repairs or capital expenditures in the event of an emergency within twenty-four (24) hours of such occurrence
- Follow-up and closure procedures
- Activities supporting emergency response training with the CCT's Disaster Management Department
- Frequency of testing security-related alarms
- Use of adequate sampling and analysis (and communication) programs along with process control guidelines to readily identify and address Works anomalies

The annual plan shall include copies of SOPs and copies of documents used to report activities. The annual plan shall identify any updates to the previous year's plan, including proposed changes to SOPs and other documents and activities.

E22 Spill Prevention and Cleanup Plan

The Contractor shall include and implement a Spill Prevention and Clean-up Plan as part of the Emergency Preparedness Plan that shall address the following:

- Procedures to prevent public health and environmental impacts,
- A clean up procedure for different types of spills, including wastewater or chemicals spills within the Works.

The annual plan shall include copies of SOPs. The annual plan shall identify any updates to the previous year's plan, including proposed changes to SOPs and other documents and activities.

E23 Security Plan

The security plan shall describe the Contractor's approach and plan to provide security for the Assets, including against sabotage threats and activities. The plan shall include the following:

- Measures to control and monitor access to the Site:
- Schedule of maintenance activities for security equipment, including alarms
- Plans to install new alarms and other security devices (such as cameras).
- Security improvements implemented by the Contractor.
- Plans to complete a vulnerability assessment of the Site.
- Physical control measures.
- Develop a remedial plan for improvements within the first year.
- Documentation of monthly security checks.

The annual plan shall include copies of SOPs and copies of documents used to report security, operation and maintenance activities. The annual plan shall identify any updates to the previous year's plan, including proposed changes to SOPs and other documents and activities.

E24 Training Plan

The Contractor shall develop and implement a Training Plan as detailed in **Appendix F: Training Requirements**.

E25 Recordkeeping

The Recordkeeping annual plan shall include copies of SOPs and shall identify any updates to the previous year's plan, including proposed changes to SOPs and other documents and activities.

E26 Communication

The CCT and the Contractor shall agree on a regular schedule for routine communication on all aspects of the Contract Services. The CCT and the Contractor shall meet within 10 (ten) Business Days after the month end at the site or at a location decided by the CCT to discuss the previous monthly report. The CCT and Contractor shall meet at least semi-annually to discuss the status of capital improvements, both those in progress, as well as planned and/ or recommended capital improvements.

The Contractor shall prepare an agenda, with CCT's input, distributed no later than 7 (seven) Calendar Days prior to a meeting. The Contractor shall keep written minutes and distribute to all attendees within 7 (seven) Calendar Days following the meeting for comments and revisions from attendees. The attendees shall provide comments and revisions within 7 (seven) Calendar Days. The Contractor shall revise and redistribute the final minutes and accompanying documentation within 7 (seven) Calendar Days.

When requested, the Contractor shall meet with the CCT to address issues related to the Assets and provide input to the CCT on the CCT's wastewater treatment activities, regulations and any other issues of concern to the CCT.

E27 SAP System

The SAP Plant Maintenance Module will be used for Asset Management purposes. The Contractor will not have access to the CCT's SAP software, but shall prepare the necessary documents using compatible software to enable the CCT personnel to upload the information to the SAP system with minimal rework required.

The Contractor's responsibilities related to document preparation for SAP will include (but not be limited to) the following:

- Log all malfunctions in the Works
- Creation of checklists / task lists
- Short-term scheduling
- Creation of maintenance plans / schedules
- Shop Floor feedback via work orders
- Maintenance reporting
- Analysis for streamlining and continual improvement purposes
- Monthly reports in accordance with clause E4
- The IAMP in accordance with clause E12
- The Asset Management Plan in accordance with clause E13

Appendix F: Training Requirements

F1 Training Requirements

F1.1 The Contractor shall develop and implement an annual Work Skills Plan which shall provide for training programs of staff to operate and maintain the Assets, including but not limited to the:

- Wastewater Works;
- Wash Booth Operation;
- Disinfection Works;
- Integrated Quality Management e.g. ISO;
- Legislative training
- Training related to the supervision and management of the Assets

F1.2 The Training Plan shall include the fixed number of hours of training for new employees and formal retraining methods for existing employees.

F1.3 The level of the Training shall enable the trained Process Controller/Operators to successfully operate and maintain the Assets and fully comply with the requirements of **Appendix B: Operational Control Obligations of the Contractor** and **Appendix C: Maintenance Obligations of the Contractor**. Emphasis shall be placed on preparedness for critical issues in the risk identification of process situations resulting from asset failure and problems with the Units and wash water, as well as the maintenance and care of the Assets.

F1.4 Training shall include both practical and theoretical training relating to Works specific, Health and Safety, emergency procedures, safe operating procedures, equipment on each of the unit processes and process control instrumentation (including SCADA, PLC etc.).

F1.5 Full guidance on the use of the Operation and Maintenance Manuals shall also be provided. The training shall be completed with a written and practical test. The CCT's representative shall be allowed to be present at all stages of the training. The content of the written tests shall be approved by the CCT's representative.

F1.6 The educators/trainers shall be adequately experienced and the Contractor shall submit copies of their curriculum vitae for the CCT's approval.

F1.7 The Contractor may use a combination of in-house training programs supplemented by site- specific local training. Other specific training topics, such as confined space entry, lock-out procedures, shall be conducted annually.

F1.8 The Contractor shall notify the CCT in a timely manner of upcoming training events and invite CCT staff to attend the on-site training at no cost to the CCT.

F1.9 The Contractor shall provide a Work Skills Plan to the CCT by February each year.

F1.10 The Contractor shall arrange a 4-week training programme with the Supplier of the wash booths.

A provisional sum has been allowed for in the Price Schedule.

Appendix G: Exclusions

G1 Exclusions

G1.1 The Contractor shall not be liable for the cost of off-site waste transport and disposal. The CCT shall provide this service as provided by the Waste Disposal Contract.

G1.2 The Contractor shall not be liable for Municipal Rates relating to the site and or property.

G1.3 The Contractor shall not be responsible for payment of electricity and water supply for the Works.

Appendix H: Penalties

H1 Penalties

H1.1 Penalties

In accordance with clause 22 of the SCC, if the CCT's Performance Guarantee values as set out in **Appendix B** are not met, a financial penalty shall be imposed on the Contractor. The Guarantee Reference Number, Specific Test Standard and Name, and Penalty are shown below in Table H1:

Table H1: Penalties associated with Performance Guarantees

Guarantee Reference Number	Specific Test Standard and Name	Requirement	Penalty (R) (excl. VAT)
G1	Reliability	Downtime greater than Guarantee value per month	R22 500
G2	Reliability	Per unit not cleaned per day	R100
G3	Reliability	Per unit rejected per day	R100
G4	Reliability	Downtime greater than Guarantee value per month	R22 500
G5	Reliability	Downtime greater than Guarantee value per month	R22 500
G6	Reliability	Downtime greater than Guarantee value per month	R22 500
G7	Reliability	Downtime greater than Guarantee value per month	R22 500
G8	Reliability	Downtime greater than Guarantee value per month	R22 500
G9	Monitoring	Excessive usage above the normal	R22 500
G10	Monitoring	Per nuisance incident not attended to during the shift (8 hours)	R5 000
G11	Monitoring	Per Health and Safety lost-time incident	R5 000
G12	Monitoring	Per security incident	R5 000

<u>Remarks</u>

- All penalties are cumulative (that is a failure for G2 shall not exclude the G3 penalty, etc.).
- Guarantees G2 and G3 shall be imposed daily.

- Guarantees G8 – G11 (inclusive) shall be imposed monthly.
- Downtime reliability penalties shall be assessed and imposed at the end of the month.
- Downtime for each item of Assets shall be defined as the number of hours each month over the total working hours for that month that the item will be out of service for both planned and unplanned maintenance activities and will impact on the overall performance of the Works.