

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

TENDER NO: 271S/2023/24

TENDER DESCRIPTION: MAINTENANCE OF SEWER PIPELINES

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

CLOSING DATE 2 July 2024

CLOSING TIME 10:00 am

TENDER BOX NUMBER 129

TENDER FEE R 200.00

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

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

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

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

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THE TENDER

T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	24 May 2024
CLARIFICATION MEETING	:	Time: 10:00 on Date: 11 June 2024 (Not compulsory, but strongly recommended)
VENUE FOR CLARIFICATION MEETING	:	Skype for Business Meeting: https://meet.capetown.gov.za/christophersihla/lo.mbandazayo/GZTFD2ZT?sl (please email the CCT Tender Representative below for any queries relating to the Skype link)
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender & Quotation Boxes Office , 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town. : The Tender Document (which includes the Form of Offer and Acceptance) completed 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 tender no. and title " TENDER NO. 271S/2023/24: MAINTENANCE OF SEWER PIPELINES ", the tender box number and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
CCT TENDER REPRESENTATIVE	:	Email:[SCM.WaterandSanitation@capetown.gov.za]

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

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

of the tender, cancel a tender if:

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

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

2.1.5 Procurement procedures

2.1.5.1 General

[Unless otherwise stated in the Conditions of Tender, a contract will be concluded with the tenderer who scores the highest number of tender evaluation points.

For the purposes of this tender, four (4) Regions within the City of Cape Town municipal area have been identified and are outlined in the table below -

Region Number	Area	Work Areas
1	South	Refer to the drawing in ANNEXURE I for the boundaries of each region (where ambiguity exists as to the exact location of the boundary, i.e. if the boundary is shown as being directly on a road, then the boundary shall always be either to the north or the east of the road in question).
2	East	
3	North	
4	Central	

The CCT intends to appoint four (4) tenderers per region (i.e. the highest ranked tenderer for the region as “the Winner”). **Each tenderer will be limited to a maximum of one (1) region as a “Winner” and will be appointed as an “Alternative” on the remaining regions.**

The CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers if insufficient responsive bids are received, or based on capacity constraints or value for money considerations

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods or services on a “winner-takes-all” basis, whereby the order will always be offered and, if accepted, allocated to the highest ranked tenderer (“the winner”) for that respective region, and only if he refuses will the work be offered to the next highest ranked tenderer “Alternative No. 1” for that respective region.

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

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Standby Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

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

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

2.1.6.6 The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).

For purposes of this clause 2.1.6.6, the contract and these Conditions of Tender, the terms "data subject", "Personal Information" and "Processing" shall have the meaning as set out in section 1 of POPIA, and "Process" shall have the corresponding meaning.

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

All requests relating to data protection must be submitted in writing to:
The City Manager - C/o the Information Officer, Office of the City Manager

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X9181, Cape Town, 8000
Via email at: Popia@capetown.gov.za.

2.1.6.7 Compliance to the CCT's Appeals Policy.

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

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Annexure F.14: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as $\frac{1}{2}$ (Administrative cost of the tender appeal) + 0.25 % (Appellant's tender price).

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

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

2.1.7 CCT Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document and the Conditions of Tender. An 'acceptable tender must

"COMPLY IN ALL" aspects with the tender, Conditions of Tender, all Specifications (i.e., item C.5 below, hereinafter the "Specifications"), pricing instructions herein and the Contract including its conditions.

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

Not Applicable.

2.2.1.1.4 Minimum score for functionality

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

The description of the functionality criteria, the maximum possible score and the weighting for each criterion is shown in Table 1 below. The score achieved for functionality will be the sum of the weighted scores achieved, in the evaluation process, for the individual criteria.

Table 1: Functionality Criteria

Description of Functionality Criteria	Maximum possible score (Ms)	Weighting (W)
1. Plant and Equipment and Key Staff	100	60
2. Tenderer's Experience	100	40

Maximum possible score for Functionality	100
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The minimum score for functionality is **60**. Tenderers that fail to achieve the minimum score for functionality will be declared as non-responsive and will not be eligible to have their tenders further evaluated.

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 and being declared as non-responsive.

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

Each functionality criteria will be based on the scale below and assessed in terms of four (4) indicators.

Table 2: Scale

Level 0	Level 1	Level 2	Level 3
0	60	80	100

Functionality shall be scored by not less than three (3) evaluators and the scores of each of the evaluator will be averaged, weighted and totalled to obtain the final score. Functionality shall be scored in accordance with the evaluation schedules found in Annexure F - Tender Returnable Documents.

Table 3: List of Relevant Returnable Schedules

Functionality Criteria	Returnable Schedule
Plant and Equipment and Key Staff	Schedule F.15
Tenderer's Experience	Schedule F.16

Evaluation criteria will be assessed with respect to the contract specific Scope of Work as outlined under Part C.5 Specification(s).

Table 4: Plant and Equipment and Key Staff

Plant and Equipment and Key Staff	
Level 0 (Score = 0)	No information provided / irrelevant information provided / owns or leases less than four (4) Combination Super Sucker units / Less than four (4) Supervisors per region / Less than eight (8) Operators per region / Super Sucker Units do not comply with the minimum specifications stipulated below / Supervisors do not meet the minimum experiential requirements stipulated below / Operators do not meet the minimum experiential requirements stipulated below
Level 1 (Score = 60)	*Own or lease four (4) Combination Super Sucker Units per REGION, that each comply with the minimum specifications outlined below, to be considered as a "Winner" for a respective region. AND **Four (4) Supervisors per REGION each satisfying the minimum experiential requirements outlined below to be considered as a "Winner" for a respective region. AND ***Eight (8) Operators per REGION each satisfying the minimum experiential requirements outlined below to be considered as a "Winner" for a respective region.

Level 2 (Score = 80)	*Own or lease five (5) Combination Super Sucker Units per REGION, that each comply with the minimum specifications outlined below, to be considered as a “Winner” for a respective region. AND **Five (5) Supervisors per REGION each satisfying the minimum experiential requirements outlined below to be considered as a “Winner” for a respective region. AND ***Nine (9) Operators per REGION each satisfying the minimum experiential requirements outlined below to be considered as a “Winner” for a respective region.
Level 3 (Score = 100)	*Own or lease six (6) or more Combination Super Sucker Units per REGION, that each comply with the minimum specifications outlined below, to be considered as a “Winner” for a respective region. AND **Six (6) or more Supervisors per REGION each satisfying the minimum experiential requirements outlined below to be considered as a “Winner” for a respective region. AND ***Ten (10) or more Operators per REGION each satisfying the minimum experiential requirements outlined below to be considered as a “Winner” for a respective region.
NOTE: a) *The tenderer is required to provide Proof of Registration and ownership of all Combination Super Sucker Units in the form of the Motor Vehicle Licence (MVL1) documents and Certificate of Registration (RC1) documents for each Combination Super Sucker Units submitted in Schedule F.15. b) *When considering leased plant, the tenderer must provide the Letter of Commitment /Intent from the leasing company with the listed combination super sucker units/ equipment available for rent, including the Motor Vehicle Licence documents and Certificate of Registration Documents per combination/ super sucker unit. The letter of Commitment /Intent must list this specific tender number and the duration of this project explicitly. c) *Each Combination Super Sucker Unit must satisfy the following minimum specifications which must be included in Schedule F.15. – i. The debris tank with a capacity of not less than 5m³ ii. The free airflow of at least 556 litres per second capable of continuous running iii. The flexible suction hose must not be smaller than 150mm (6”) diameter iv. Wet or dry material removed from the wetwell should be contained in a sealed container (debris tank) v. Discharge from the debris tank will be at the rear by means of hydraulically opened door, to a minimum angle of 50 degrees. vi. Jetting equipment capable of providing a minimum jetting pressure of at least 120Bar at 250l/min. vii. The jetting hose must be a minimum of 25mm diameter with a minimum operational length of 120m. viii. The jetting hose shall be wound onto a hose reel, which is power driven in both the clockwise and anti-clockwise directions. ix. One (1) of the four (4) required combination super sucker units must have a blower silencer or exhauster to maintain 75 decibels at 7 meter range	

- d) ****The minimum experiential requirements** to be satisfied by each **Supervisor** is as follows:
- Each Supervisor must have acted as a Supervisor for a minimum of **two (2) years** on projects relating to the maintenance and cleaning of sewerage reticulation pipelines with diameters from 100mm up to and including 500mm (within the past 10 years) and must be submitted as per Schedule F.15.
- Each Supervisor must have a valid Code 10 Drivers license and a valid PDP and proof of such must be submitted as per Schedule F.15.
- e) *****The minimum experiential requirements** to be satisfied by each **Operator** is as follows:
- Each Operator must have a minimum of **two (2) years** experience in the operation of Combination Units/ Super Suckers on projects relating to the maintenance and cleaning of sewerage reticulation pipelines with diameters from 100mm up to and including 500mm (within the past 10 years) as per Schedule F.15.
- f) The key staff listed under Schedule F.15 are expected to occupy their respective roles during the execution of the proposed works. Should any key staff member change during the framework contract then the tenderer shall submit to the CCT CVs of new key personnel who are required to meet the experiential benchmarks and relevant requirements as set out in the table above.
- The CCT shall reserve the right to suspend the works for failure to comply with the above requirement.

Table 5: Tenderer's Experience

Tenderer's Experience	
Level 0 (Score = 0)	No information provided / irrelevant information provided / no relevant experience / less than two (2) years of relevant experience
Level 1 (Score = 60)	Two (2) years experience (within the past 10 years) relating to the maintenance and cleaning of sewerage reticulation pipelines with diameters from 100mm up to and including 500mm.
Level 2 (Score = 80)	Three (3) years experience (within the past 10 years) relating to the maintenance and cleaning of sewerage reticulation pipelines with diameters from 100mm up to and including 500mm.
Level 3 (Score = 100)	Four (4) or more years experience (within the past 10 years) relating to the maintenance and cleaning of sewerage reticulation pipelines with diameters from 100mm up to and including 500mm.

C.2.1.1.4 **Compulsory clarification meeting**

Not applicable.

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

The tenderer shall attend 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 are stated in the General Tender Information (i.e., in item T.1 above).

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

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

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss, without prejudice to the CCT's other rights and/or remedies available to it in accordance with any applicable laws.

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

Tenderer's shall promptly provide clarification of its tender offer, or additional information, in response to a written request to do so from the CCT during the evaluation of tender offers within the time period stated in

such request. No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: This clause does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the CCT elect to do so.

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1. Preference Points for Specific Goals

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof (Company registration certification, Central Supplier Database report, BBBEE

certificate, Proof of Disability, Financial Statements, commissioned sworn affidavits, etc.) in support of tenderer claims for such preference for that specific goal.

Tenderers are further referred to the content of Schedule F.4 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 Compliance Status PIN issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must record its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

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

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

The CCT shall determine whether there has been any effort by a tenderer to influence the processing of tender

offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

2.3.10.1.1 The procedure for the evaluation of responsive bids will be based on Price and Preference in terms of the requirements of the latest Preferential Procurement Regulations. The following tender evaluation procedures will be followed:

- a) The tenderer will be evaluated separately for each region.
- b) Tender evaluation points scored for each region shall be ranked in descending order and the highest ranked tenderer for the Region shall be awarded as the "Winner" for that region. The remaining tenderers shall be awarded as Alternatives for that region based on their ranking order.
- c) Each tenderer will be limited to **one (1) Region as a Winner**.
- d) Should a tenderer be ranked the highest in more than one region then the CCT shall award the tenderer as the Winner in their region of preference as indicated in Annexure G. For the remaining regions where the tenderer has been ranked as the highest, CCT shall consider the second highest ranked tenderer to be the Winner for the region. This process shall be repeated to ensure that tenderers are only limited to one (1) region as the winner.

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, and 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 rates as set out in the **Price Schedule (Section 7)**.

The evaluation of price will be based on estimated quantities for evaluation purposes only and should not be considered as a representation of works orders under the contract.

The estimated quantities shall be multiplied by the tendered rates, as set out in the Price Schedule per Region, to determine the total financial offer per Region. The total financial offer of a tenderer per region shall be used as "Pt" in the formula outlined in clause 2.3.10.3.4 in order to determine the tenderer's points scored for price for the respective region.

2.3.10.3.2 Points for preference will be allocated in accordance with the provisions of **Schedule F.4** and the table in this clause.

2.3.10.3.3 The terms and conditions of **Schedule F.4** as it relates to preference shall apply in all respects to the tender evaluation process and any subsequent contract.

2.3.10.3.4 Applicable formula:

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

Price shall be scored as follows:

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

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

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

Table B2: Awards above R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10) <i>Above R50 mil</i>	Evidence	Additional Guidance
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>				
1	Gender are women (ownership)* >75% - 100% women ownership: 3 points >50% - 75% women ownership: 2 points >25% - 50% women ownership: 1 point >0% - 25% women ownership: 0.5 point 0% women ownership = 0 points	3	- Company Registration Certification - Central Supplier Database report	- Issued by the Companies and Intellectual Property Commission - Report name: CSD Registration report
2	Race are black persons (ownership)* >75% - 100% black ownership: 3 points	3	B-BBEE certificate;	South African National Accreditation System approved certificate or commissioned sworn affidavit

	>50% - 75% black ownership: 2 points >25% - 50% black ownership: 1 point >0% - 25% black ownership: 0.5 point 0% black ownership = 0 points		- Company Registration Certification - Central Supplier Database report	- Issued by the Companies and Intellectual Property Commission - Report name: CSD Registration report
3	Disability are disabled persons (ownership)* WHO disability guideline >2% ownership: 1 points >0% - 2% ownership: 0.5 point 0% ownership = 0 point	1	- Proof of disability - Company Registration Certification	- Medical certificate/ South African Revenue Services disability registration - Issued by the Companies and Intellectual Property Commission
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	- Specifically in line with the respective sector codes which the company operates, - South African National Accreditation System approved certificate or commissioned sworn affidavit - Certificate of incorporation or commissioned sworn affidavit - Latest financial statements (1 Year)
	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:

- reasonableness of the financial offer
- reasonableness of unit rates and prices
- 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
- 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:

- Does not allow any preferred tenderer a second or unfair opportunity;
- 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 a Standby bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award

of the contract, or non-award, to the Standby Bidder in terms of the procedures included its SCM Policy.

2.3.13 Prepare contract documents

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

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

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

2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO: 271S/2023/24 TENDER DESCRIPTION: MAINTENANCE OF SEWER PIPELINES CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

THE CONTRACT

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

AND

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

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

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

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

- ☐ Individual / Sole Proprietor
 ☐ Close Corporation
 ☐ Company
☐ Partnership or Joint Venture or Consortium
 ☐ Trust
 ☐ Other:

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address (Chosen Domicilium Citandi Et Executandi)	Postal Code _____
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) 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 NO. 271S/2023/24: MAINTENANCE OF SEWER PIPELINES

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

The tenderer, identified in the offer signature table below,

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

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
 - 4.1 terms and conditions stipulated in this tender document;
 - 4.2 specifications stipulated in this tender document; and
 - 4.3 at the prices as set out in the **Price Schedule**.
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 271S/2023/24: MAINTENANCE OF SEWER PIPELINES**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)

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 271S/2023/24: MAINTENANCE OF SEWER PIPELINES

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

Notes:

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

1 Subject

Details

.....

.....

2 Subject

Details

.....

.....

3 Subject

Details

.....

.....

4 Subject

Details

.....

.....

.....

Awarded Region(s)

Tick the appropriate box	Region 1	Region 2	Region 3	Region 4
Winner				
Alternative No. 1				
Alternative No. 2				
Alternative No. 3				

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 NO. 271S/2023/24: MAINTENANCE OF SEWER PIPELINES

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/Mandatory/Company/CC Name)

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

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

Mandatory

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

Witness

for and on behalf of
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:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 5.2 Include in the rates all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All rates tendered must include all expenses, disbursements statutory costs and other related costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All rates shall be tendered in accordance with the units specified in this schedule.
- 5.5 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.6 The rates provided as per the Price Schedule will be applicable to that regions.
- 5.7 All travelling to and from site must be included in the tendered rates and no additional payment shall be made in this regard.
- 5.8 Rates submitted for the Provision of Security Services in the price schedule shall include after normal working hours, weekends and public holidays.
- 5.9 The annual renewal of Roadworthy Certificates, which is a requirement for each combination unit/supersucker vehicle to ensure the safe condition and workmanship of the parts of the vehicles, is deemed to have been included in the rates submitted in the Price Schedule.
- 5.10 No quantities are set out in the Price Schedule and the tenderer will be required to undertake works for the required quantities as may be directed by the CCT from time to time in the relevant Works orders. The quantities to be provided by the CCT shall be regarded as estimates only and shall be subject to re-measurement during the execution of the works. The final Contract Price for each completed Purchase Order shall be computed from the actual approved quantities as instructed by the CCT valued at the final approved tendered rates accepted by the CCT.

The tenderer shall obtain the CCT's detailed instruction for all works before ordering any materials or executing work or making arrangements for it.

The validity of the contract will in no way be affected by differences between the quantities in the Purchase Order contract and the final quantities certified for payment.

- 5.11 The units of measurement described in the Price Schedule are metric units. Abbreviations which may be used in these schedules include:

Day	=	Calendar day
m	=	Metre
Sum	=	Lump Sum
Prov. Sum	=	Provisional Sum

- 5.12 Provisional Sums to be provided by the Purchaser at works order stage only and no rates are applicable.
- 5.13 No separate pay items are included in the Schedule of Rates for emergency works and are deemed to be included in the approved tendered rates.

SCHEDULE OF RATES**REGION 1**

ITEM NO.	PAYMENT ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT)
1.		FIXED CHARGE ITEMS		
1.1	PS 5.1	Initial contractual obligations (i.e. insurances)	Sum	R
1.2	PS 5.2	Provision of performance guarantee for Framework Contract (once-off payment)	Sum	R
1.3	PS 24	Initial obligations in terms of the Occupational Health and Safety Act and Construction Regulations. Rate to include for the submission of their Health and Safety File for approval.	Sum	R
2.		TIME-RELATED ITEMS		
2.1	PS 24.3	Additional obligations in terms of the Occupational Health and Safety Act and Construction Regulations as may be instructed by the CCT (Provisional).	Prov. Sum	-
2.2	PS 33	General site security (Provisional)	Prov. Sum	-
2.3	PS 36	Community Liaison Officer (Provisional) (tenderer not required to quote but must be able to provide the bill item at the governing rate)	Day	R 460.00
2.4		Overheads, charges and profit on item 2.3 above.	%	
3.	PS 6 / 7 / 8 / 9.3	COMBINATION UNIT/SUPERSUCKER – GENERAL ON-ROAD USE		
3.1		Weekly planned maintenance works (i.e. attendance for a full week from 07:30 to 17:00 from Monday to Friday)	Week	R
3.2		Working day (i.e. attendance for a full working day from 07:30 to 17:00 between Monday to Friday)	Day	R
3.3		Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	R
3.4		Overtime	Hour	R
3.5		Weekends and Public Holidays	Hour	R
4.	PS 6 / 7 / 8 / 9.3	HIGH PRESSURE JET MACHINE – GENERAL ON-ROAD USE		
4.1		Weekly planned maintenance works (i.e. attendance for a full week from 07:30 to 17:00 from Monday to Friday)	Week	R
4.2		Working day (i.e. attendance for a full working day from 07:30 to 17:00 between Monday to Friday)	Day	R
4.3		Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	R
4.4		Overtime	Hour	R
4.5		Weekends and Public Holidays	Hour	R
5.	PS 6 / 7 / 8 / 9.3	PUMPS (for over pumping)		

ITEM NO.	PAYMENT ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT)
5.1		Centrifugal Self priming Solid Handling mobile 6 inch pump – flow rate of up to 100 cubic metres per hour @ 20m pressure head	Hour	R
5.2		Centrifugal Self priming Solid Handling mobile 6 inch pump – flow rate of up to 200 cubic metres per hour @ 20m pressure head	Hour	R
5.3		Centrifugal Self priming Solid Handling mobile 6 inch pump Super Silent Running, <70dB @ 7m - flow rate of 100 cubic metres per hour @ 20m pressure head	Hour	R
5.4		Centrifugal Self priming Solid Handling mobile 6 inch pump Super Silent Running, <70dB @ 7m - flow rate of 200 cubic metres per hour @ 20m pressure head	Hour	R
5.5		Supply, install and maintain layflat hose up to and including 200mm diameter	m	R
6.	PS 6	COCKROACH TREATMENT AND DISINFECTING OF SEWER MANHOLES		
6.1		Cockroach treatment in sewer manholes	manhole	R
6.2		Disinfecting around sewer manholes	manhole	R
7.	PS 18	DUMPING AT VISSERSHOK WASTE MANAGEMENT FACILITY		
7.1		Cost of dumping at Vissershok Waste Management Facility (Pty) Ltd including all chemical treatment of waste (including 4 bags of lime and 2 tons of absorbent per ton)	ton	R
7.2		Transportation costs (single direction only i.e. from work site to disposal site)	km	R
8.	PS 33	PROVISION OF SECURITY SERVICES (as instructed by the CCT)		
8.1		PSiRA Grade A Guard	Hour	R
8.2		PSiRA Grade B Armed Guard	Hour	R
8.3		PSiRA Grade B Unarmed Guard	Hour	R
8.4		PSiRA Grade C Armed Guard	Hour	R
8.5		PSiRA Grade C Unarmed Guard	Hour	R
8.6		PSiRA Grade D Unarmed Guard	Hour	R

REGION 1: SPECIAL EQUIPMENT (AS AND WHEN REQUIRED)

ITEM NO.	PAYMENT ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT)
9.	PS 6 / 7 / 8 / 9.3	COMBINATION UNIT/SUPERSUCKER – OFF ROAD USE (ALL WHEEL DRIVE)		
9.1		Weekly planned maintenance works (i.e. attendance for a full week from 07:30 to 17:00 from Monday to Friday)	Week	R

9.2		Working day (i.e. attendance for a full working day from 07:30 to 17:00 between Monday to Friday)	Day	R
9.3		Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	R
9.4		Overtime	Hour	R
9.5		Weekends and Public Holidays	Hour	R
10.	PS 6 / 7 / 8 / 9.3	HIGH PRESSURE JET MACHINE - OFF ROAD USE (ALL WHEEL DRIVE)		
10.1		Weekly planned maintenance works (i.e. attendance for a full week from 07:30 to 17:00 from Monday to Friday)	Week	R
10.2		Working day (i.e. attendance for a full working day from 07:30 to 17:00 between Monday to Friday)	Day	R
10.3		Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	R
10.4		Overtime	Hour	R
10.5		Weekends and Public Holidays	Hour	R
11.	PS 6 / 7 / 8 / 9.3	WATER TANKERS (Capacity 10 000 litre)		
11.1		Weekly planned maintenance works (i.e. attendance for a full week from 07:30 to 17:00 from Monday to Friday)	Week	R
11.2		Working day (i.e. attendance for a full working day from 07:30 to 17:00 between Monday to Friday)	Day	R
11.3		Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	R
11.4		Overtime	Hour	R
11.5		Weekends and Public Holidays	Hour	R
12.	PS 6 / 7 / 8 / 9.3	4x 4 WATER TANKERS (Capacity 5 000 litre)		
12.1		Weekly planned maintenance works (i.e. attendance for a full week from 07:30 to 17:00 from Monday to Friday)	Week	R
12.2		Working day (i.e. attendance for a full working day from 07:30 to 17:00 between Monday to Friday)	Day	R
12.3		Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	R
12.4		Overtime	Hour	R
12.5		Weekends and Public Holidays	Hour	R

REGION 2

ITEM NO.	PAYMENT ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT)
1.		FIXED CHARGE ITEMS		
1.1	PS 5.1	Initial contractual obligations (i.e. insurances)	Sum	R

ITEM NO.	PAYMENT ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT)
1.2	PS 5.2	Provision of performance guarantee for Framework Contract (once-off payment)	Sum	R
1.3	PS 24	Initial obligations in terms of the Occupational Health and Safety Act and Construction Regulations. Rate to include for the submission of their Health and Safety File for approval.	Sum	R
2.		TIME-RELATED ITEMS		
2.1	PS 24.3	Additional obligations in terms of the Occupational Health and Safety Act and Construction Regulations as may be instructed by the CCT (Provisional).	Prov. Sum	-
2.2	PS 33	General site security (Provisional)	Prov. Sum	-
2.3	PS 36	Community Liaison Officer (Provisional) (tenderer not required to quote but must be able to provide the bill item at the governing rate)	Day	R 460.00
2.4		Overheads, charges and profit on item 2.3 above.	%	
3.	PS 6 / 7 / 8 / 9.3	COMBINATION UNIT/SUPERSUCKER – GENERAL		
3.1		Weekly planned maintenance works (i.e. attendance for a full week from 07:30 to 17:00 from Monday to Friday)	Week	R
3.2		Working day (i.e. attendance for a full working day from 07:30 to 17:00 between Monday to Friday)	Day	R
3.3		Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	R
3.4		Overtime	Hour	R
3.5		Weekends and Public Holidays	Hour	R
4.	PS 6 / 7 / 8 / 9.3	HIGH PRESSURE JET MACHINE – GENERAL ON-ROAD USE		
4.1		Weekly planned maintenance works (i.e. attendance for a full week from 07:30 to 17:00 from Monday to Friday)	Week	R
4.2		Working day (i.e. attendance for a full working day from 07:30 to 17:00 between Monday to Friday)	Day	R
4.3		Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	R
4.4		Overtime	Hour	R
4.5		Weekends and Public Holidays	Hour	R
5.	PS 6 / 7 / 8 / 9.3	PUMPS (for over pumping)		
5.1		Centrifugal Self priming Solid Handling mobile 6 inch pump – flow rate of up to 100 cubic metres per hour @ 20m pressure head	Hour	R
5.2		Centrifugal Self priming Solid Handling mobile 6 inch pump – flow rate of up to 200 cubic metres per hour @ 20m pressure head	Hour	R

ITEM NO.	PAYMENT ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT)
5.3		Centrifugal Self priming Solid Handling mobile 6 inch pump Super Silent Running, <70dB @ 7m - flow rate of 100 cubic metres per hour @ 20m pressure head	Hour	R
5.4		Centrifugal Self priming Solid Handling mobile 6 inch pump Super Silent Running, <70dB @ 7m - flow rate of 200 cubic metres per hour @ 20m pressure head	Hour	R
5.5		Supply, install and maintain layflat hose up to and including 200mm diameter	m	R
6.	PS 6	COCKROACH TREATMENT AND DISINFECTING OF SEWER MANHOLES		
6.1		Cockroach treatment in sewer manholes	manhole	R
6.2		Disinfecting around sewer manholes	manhole	R
7.	PS 18	DUMPING AT VISSERSHOK WASTE MANAGEMENT FACILITY		
7.1		Cost of dumping at Vissershok Waste Management Facility (Pty) Ltd including all chemical treatment of waste (including 4 bags of lime and 2 tons of absorbent per ton)	ton	R
7.2		Transportation costs (single direction only i.e. from work site to disposal site)	km	R
8.	PS 33	PROVISION OF SECURITY SERVICES (as instructed by the CCT)		
8.1		PSiRA Grade A Guard	Hour	R
8.2		PSiRA Grade B Armed Guard	Hour	R
8.3		PSiRA Grade B Unarmed Guard	Hour	R
8.4		PSiRA Grade C Armed Guard	Hour	R
8.5		PSiRA Grade C Unarmed Guard	Hour	R
8.6		PSiRA Grade D Unarmed Guard	Hour	R

REGION 2: SPECIAL EQUIPMENT (AS AND WHEN REQUIRED)

ITEM NO.	PAYMENT ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT)
9.	PS 6 / 7 / 8 / 9.3	COMBINATION UNIT/SUPERSUCKER – OFF ROAD USE (ALL WHEEL DRIVE)		
9.1		Weekly planned maintenance works (i.e. attendance for a full week from 07:30 to 17:00 from Monday to Friday)	Week	R
9.2		Working day (i.e. attendance for a full working day from 07:30 to 17:00 between Monday to Friday)	Day	R
9.3		Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	R
9.4		Overtime	Hour	R
9.5		Weekends and Public Holidays	Hour	R

10.	PS 6 / 7 / 8 / 9.3	HIGH PRESSURE JET MACHINE - OFF ROAD USE (ALL WHEEL DRIVE)		
10.1		Weekly planned maintenance works (i.e. attendance for a full week from 07:30 to 17:00 from Monday to Friday)	Week	R
10.2		Working day (i.e. attendance for a full working day from 07:30 to 17:00 between Monday to Friday)	Day	R
10.3		Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	R
10.4		Overtime	Hour	R
10.5		Weekends and Public Holidays	Hour	R
11.	PS 6 / 7 / 8 / 9.3	WATER TANKERS (Capacity 10 000 litre)		
11.1		Weekly planned maintenance works (i.e. attendance for a full week from 07:30 to 17:00 from Monday to Friday)	Week	R
11.2		Working day (i.e. attendance for a full working day from 07:30 to 17:00 between Monday to Friday)	Day	R
11.3		Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	R
11.4		Overtime	Hour	R
11.5		Weekends and Public Holidays	Hour	R
12.	PS 6 / 7 / 8 / 9.3	4x 4 WATER TANKERS (Capacity 5 000 litre)		
12.1		Weekly planned maintenance works (i.e. attendance for a full week from 07:30 to 17:00 from Monday to Friday)	Week	R
12.2		Working day (i.e. attendance for a full working day from 07:30 to 17:00 between Monday to Friday)	Day	R
12.3		Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	R
12.4		Overtime	Hour	R
12.5		Weekends and Public Holidays	Hour	R

REGION 3

ITEM NO.	PAYMENT ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT)
1.		FIXED CHARGE ITEMS		
1.1	PS 5.1	Initial contractual obligations (i.e. insurances)	Sum	R
1.2	PS 5.2	Provision of performance guarantee for Framework Contract (once-off payment)	Sum	R
1.3	PS 24	Initial obligations in terms of the Occupational Health and Safety Act and Construction Regulations. Rate to include for the submission of their Health and Safety File for approval.	Sum	R
2.		TIME-RELATED ITEMS		

ITEM NO.	PAYMENT ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT)
2.1	PS 24.3	Additional obligations in terms of the Occupational Health and Safety Act and Construction Regulations as may be instructed by the CCT (Provisional).	Prov. Sum	-
2.2	PS 33	General site security (Provisional)	Prov. Sum	-
2.3	PS 36	Community Liaison Officer (Provisional) (tenderer not required to quote but must be able to provide the bill item at the governing rate)	Day	R 460.00
2.4		Overheads, charges and profit on item 2.3 above.	%	
3.	PS 6 / 7 / 8 / 9.3	COMBINATION UNIT/SUPERSUCKER – GENERAL		
3.1		Weekly planned maintenance works (i.e. attendance for a full week from 07:30 to 17:00 from Monday to Friday)	Week	R
3.2		Working day (i.e. attendance for a full working day from 07:30 to 17:00 between Monday to Friday)	Day	R
3.3		Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	R
3.4		Overtime	Hour	R
3.5		Weekends and Public Holidays	Hour	R
4.	PS 6 / 7 / 8 / 9.3	HIGH PRESSURE JET MACHINE – GENERAL ON-ROAD USE		
4.1		Weekly planned maintenance works (i.e. attendance for a full week from 07:30 to 17:00 from Monday to Friday)	Week	R
4.2		Working day (i.e. attendance for a full working day from 07:30 to 17:00 between Monday to Friday)	Day	R
4.3		Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	R
4.4		Overtime	Hour	R
4.5		Weekends and Public Holidays	Hour	R
5.	PS 6 / 7 / 8 / 9.3	PUMPS (for over pumping)		
5.1		Centrifugal Self priming Solid Handling mobile 6 inch pump – flow rate of up to 100 cubic metres per hour @ 20m pressure head	Hour	R
5.2		Centrifugal Self priming Solid Handling mobile 6 inch pump – flow rate of up to 200 cubic metres per hour @ 20m pressure head	Hour	R
5.3		Centrifugal Self priming Solid Handling mobile 6 inch pump Super Silent Running, <70dB @ 7m - flow rate of 100 cubic metres per hour @ 20m pressure head	Hour	R
5.4		Centrifugal Self priming Solid Handling mobile 6 inch pump Super Silent Running, <70dB @ 7m - flow rate of 200 cubic metres per hour @ 20m pressure head	Hour	R

ITEM NO.	PAYMENT ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT)
5.5		Supply, install and maintain layflat hose up to and including 200mm diameter	m	R
6.	PS 6	COCKROACH TREATMENT AND DISINFECTING OF SEWER MANHOLES		
6.1		Cockroach treatment in sewer manholes	manhole	R
6.2		Disinfecting around sewer manholes	manhole	R
7.	PS 18	DUMPING AT VISSERSHOK WASTE MANAGEMENT FACILITY		
7.1		Cost of dumping at Vissershok Waste Management Facility (Pty) Ltd including all chemical treatment of waste (including 4 bags of lime and 2 tons of absorbent per ton)	ton	R
7.2		Transportation costs (single direction only i.e. from work site to disposal site)	km	R
8.	PS 33	PROVISION OF SECURITY SERVICES (as instructed by the CCT)		
8.1		PSiRA Grade A Guard	Hour	R
8.2		PSiRA Grade B Armed Guard	Hour	R
8.3		PSiRA Grade B Unarmed Guard	Hour	R
8.4		PSiRA Grade C Armed Guard	Hour	R
8.5		PSiRA Grade C Unarmed Guard	Hour	R
8.6		PSiRA Grade D Unarmed Guard	Hour	R

REGION 3: SPECIAL EQUIPMENT (AS AND WHEN REQUIRED)

ITEM NO.	PAYMENT ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT)
9.	PS 6 / 7 / 8 / 9.3	COMBINATION UNIT/SUPERSUCKER – OFF ROAD USE (ALL WHEEL DRIVE)		
9.1		Weekly planned maintenance works (i.e. attendance for a full week from 07:30 to 17:00 from Monday to Friday)	Week	R
9.2		Working day (i.e. attendance for a full working day from 07:30 to 17:00 between Monday to Friday)	Day	R
9.3		Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	R
9.4		Overtime	Hour	R
9.5		Weekends and Public Holidays	Hour	R
10.	PS 6 / 7 / 8 / 9.3	HIGH PRESSURE JET MACHINE - OFF ROAD USE (ALL WHEEL DRIVE)		
10.1		Weekly planned maintenance works (i.e. attendance for a full week from 07:30 to 17:00 from Monday to Friday)	Week	R

10.2		Working day (i.e. attendance for a full working day from 07:30 to 17:00 between Monday to Friday)	Day	R
10.3		Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	R
10.4		Overtime	Hour	R
10.5		Weekends and Public Holidays	Hour	R
11.	PS 6 / 7 / 8 / 9.3	WATER TANKERS (Capacity 10 000 litre)		
11.1		Weekly planned maintenance works (i.e. attendance for a full week from 07:30 to 17:00 from Monday to Friday)	Week	R
11.2		Working day (i.e. attendance for a full working day from 07:30 to 17:00 between Monday to Friday)	Day	R
11.3		Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	R
11.4		Overtime	Hour	R
11.5		Weekends and Public Holidays	Hour	R
12.	PS 6 / 7 / 8 / 9.3	4x 4 WATER TANKERS (Capacity 5 000 litre)		
12.1		Weekly planned maintenance works (i.e. attendance for a full week from 07:30 to 17:00 from Monday to Friday)	Week	R
12.2		Working day (i.e. attendance for a full working day from 07:30 to 17:00 between Monday to Friday)	Day	R
12.3		Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	R
12.4		Overtime	Hour	R
12.5		Weekends and Public Holidays	Hour	R

REGION 4

ITEM NO.	PAYMENT ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT)
1.		FIXED CHARGE ITEMS		
1.1	PS 5.1	Initial contractual obligations (i.e. insurances)	Sum	R
1.2	PS 5.2	Provision of performance guarantee for Framework Contract (once-off payment)	Sum	R
1.3	PS 24	Initial obligations in terms of the Occupational Health and Safety Act and Construction Regulations. Rate to include for the submission of their Health and Safety File for approval.	Sum	R
2.		TIME-RELATED ITEMS		
2.1	PS 24.3	Additional obligations in terms of the Occupational Health and Safety Act and Construction Regulations as may be instructed by the CCT (Provisional).	Prov. Sum	-
2.2	PS 33	General site security (Provisional)	Prov. Sum	-

ITEM NO.	PAYMENT ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT)
2.3	PS 36	Community Liaison Officer (Provisional) (tenderer not required to quote but must be able to provide the bill item at the governing rate)	Day	R 460.00
2.4		Overheads, charges and profit on item 1.8 above.	%	
3.	PS 6 / 7 / 8 / 9.3	COMBINATION UNIT/SUPERSUCKER – GENERAL		
3.1		Weekly planned maintenance works (i.e. attendance for a full week from 07:30 to 17:00 from Monday to Friday)	Week	R
3.2		Working day (i.e. attendance for a full working day from 07:30 to 17:00 between Monday to Friday)	Day	R
3.3		Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	R
3.4		Overtime	Hour	R
3.5		Weekends and Public Holidays	Hour	R
4.	PS 6 / 7 / 8 / 9.3	HIGH PRESSURE JET MACHINE – GENERAL ON-ROAD USE		
4.1		Weekly planned maintenance works (i.e. attendance for a full week from 07:30 to 17:00 from Monday to Friday)	Week	R
4.2		Working day (i.e. attendance for a full working day from 07:30 to 17:00 between Monday to Friday)	Day	R
4.3		Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	R
4.4		Overtime	Hour	R
4.5		Weekends and Public Holidays	Hour	R
5.	PS 6 / 7 / 8 / 9.3	PUMPS (for over pumping)		
5.1		Centrifugal Self priming Solid Handling mobile 6 inch pump – flow rate of up to 100 cubic metres per hour @ 20m pressure head	Hour	R
5.2		Centrifugal Self priming Solid Handling mobile 6 inch pump – flow rate of up to 200 cubic metres per hour @ 20m pressure head	Hour	R
5.3		Centrifugal Self priming Solid Handling mobile 6 inch pump Super Silent Running, <70dB @ 7m - flow rate of 100 cubic metres per hour @ 20m pressure head	Hour	R
5.4		Centrifugal Self priming Solid Handling mobile 6 inch pump Super Silent Running, <70dB @ 7m - flow rate of 200 cubic metres per hour @ 20m pressure head	Hour	R
5.5		Supply, install and maintain layflat hose up to and including 200mm diameter	m	R
6.	PS 6	COCKROACH TREATMENT AND DISINFECTING OF SEWER MANHOLES		
6.1		Cockroach treatment in sewer manholes	manhole	R

ITEM NO.	PAYMENT ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT)
6.2		Disinfecting around sewer manholes	manhole	R
7.	PS 18	DUMPING AT VISSERSHOK WASTE MANAGEMENT FACILITY		
7.1		Cost of dumping at Vissershok Waste Management Facility (Pty) Ltd including all chemical treatment of waste (including 4 bags of lime and 2 tons of absorbent per ton)	ton	R
7.2		Transportation costs (single direction only i.e. from work site to disposal site)	km	R
8.	PS 33	PROVISION OF SECURITY SERVICES (as instructed by the CCT)		
8.1		PSiRA Grade A Guard	Hour	R
8.2		PSiRA Grade B Armed Guard	Hour	R
8.3		PSiRA Grade B Unarmed Guard	Hour	R
8.4		PSiRA Grade C Armed Guard	Hour	R
8.5		PSiRA Grade C Unarmed Guard	Hour	R
8.6		PSiRA Grade D Unarmed Guard	Hour	R

REGION 4: SPECIAL EQUIPMENT (AS AND WHEN REQUIRED)

ITEM NO.	PAYMENT ITEM	DESCRIPTION	UNIT	RATE (EXCL VAT)
9.	PS 6 / 7 / 8 / 9.3	COMBINATION UNIT/SUPERSUCKER – OFF ROAD USE (ALL WHEEL DRIVE)		
9.1		Weekly planned maintenance works (i.e. attendance for a full week from 07:30 to 17:00 from Monday to Friday)	Week	R
9.2		Working day (i.e. attendance for a full working day from 07:30 to 17:00 between Monday to Friday)	Day	R
9.3		Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	R
9.4		Overtime	Hour	R
9.5		Weekends and Public Holidays	Hour	R
10.	PS 6 / 7 / 8 / 9.3	HIGH PRESSURE JET MACHINE - OFF ROAD USE (ALL WHEEL DRIVE)		
10.1		Weekly planned maintenance works (i.e. attendance for a full week from 07:30 to 17:00 from Monday to Friday)	Week	R
10.2		Working day (i.e. attendance for a full working day from 07:30 to 17:00 between Monday to Friday)	Day	R
10.3		Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	R
10.4		Overtime	Hour	R
10.5		Weekends and Public Holidays	Hour	R

11.	PS 6 / 7 / 8 / 9.3	WATER TANKERS (Capacity 10 000 litre)		
11.1		Weekly planned maintenance works (i.e. attendance for a full week from 07:30 to 17:00 from Monday to Friday)	Week	R
11.2		Working day (i.e. attendance for a full working day from 07:30 to 17:00 between Monday to Friday)	Day	R
11.3		Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	R
11.4		Overtime	Hour	R
11.5		Weekends and Public Holidays	Hour	R
12.	PS 6 / 7 / 8 / 9.3	4x 4 WATER TANKERS (Capacity 5 000 litre)		
12.1		Weekly planned maintenance works (i.e. attendance for a full week from 07:30 to 17:00 from Monday to Friday)	Week	R
12.2		Working day (i.e. attendance for a full working day from 07:30 to 17:00 between Monday to Friday)	Day	R
12.3		Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	R
12.4		Overtime	Hour	R
12.5		Weekends and Public Holidays	Hour	R

C.5 SPECIFICATION(S)

PS 1 CCT'S OBJECTIVE

WATER AND SANITATION: DISTRIBUTION SERVICES DEPARTMENT intends to procure the services of suitable Suppliers to undertake ad-hoc and emergency maintenance works of sewerage infrastructure (more specifically the small diameter sewers) within the City of Cape Town.

PS 2 OVERVIEW OF THE WORKS

PS 2.1 General Description

Within the boundaries of the City of Cape Town there is in excess of 10 000 kilometres of sewer infrastructure which requires continual maintenance. The City has dedicated teams attending to various maintenance functions but from time to time additional resources are required to assist the workforce.

The maintenance of sewerage pipelines includes the routine flushing and cleaning, as well as the emergency unblocking, of small diameter sewers and associated infrastructure using mechanical equipment (e.g. SuperSuckers, Combination Units / 4x4 Combination Units / Trailer Jets / Water Tankers / Pumps, etc.).

PS 2.2 Summary of Scope of Work

The summary of the scope of work below generally outlines the typical works to be carried out under the Framework Contract which may include (but is not limited to) the following –

- a) Accommodation of vehicular traffic, pedestrian control and signage
- b) Routine cleaning, unblocking and removal of sand, sludge, tree roots and other foreign objects from small diameter sewers (i.e. up to and including 500mmØ pipes) and associated infrastructure
- c) Emergency call-outs to clear or clean blocked sewers (after hours, weekends and public holiday rates shall apply)
- d) Emergency cleaning of sand traps and sewer pump station wet wells (upon approval by the CCT Framework Contract Manager)
- e) Treatment of sewer manholes for cockroaches
- f) Disposal of sewage waste at the Vissershok Waste Management Facility (Pty) Ltd
- g) Dealing with water (including over-pumping)
- h) Dealing with obstructions on site
- i) Temporary works
- j) Reinstatement works
- k) Compliance with site specific Health and Safety specifications and Baseline Risk Assessment
- l) Compliance with standard Environmental Management Programme for the City of Cape Town
- m) Such other work as may be deemed necessary by the CCT's representative for the execution of the works.

PS 3 EXTENT OF THE WORKS

The Supplier will be required to work in designated areas as specified in individual works offers, as and when required by the Purchaser, including the Bill of Quantities. However, should conditions on site deviate from the initial scope of work then the Purchaser reserves the right to modify the scope of the work to suit the prevailing conditions and circumstances on site. Variations introduced in this manner will be measured and paid for at the approved tendered rates in the Price Schedule.

PS 4 LOCATION OF THE WORKS

Supplier shall be required to execute works within any of the four (4) Regions, as outlined under T.2 Conditions of Tender clause 2.1.5.1, which includes Central, South, East and North Region. Suppliers will be deemed to have familiarised themselves with site conditions and all restrictions which may affect the provision services under the framework contract within the various regions.

PS 5 CONTRACTUAL REQUIREMENTS**PS 5.1 Insurances**

The Supplier shall provide insurance of the works and plant, third party or public liability insurance and unemployment insurance to cover his compliance with the requirements of the Workmen's Compensation Act, 1941 (Act NO. 30 of 1941) and any other initial financing obligations required under the framework contract.

The insurance shall be active for the duration of the framework contract and payment under this item shall be a once-off fixed payment.

This clause is to be read in conjunction with C.6 Special Conditions of Contract, clause 11.

PS 5.2 Performance Security/Guarantee

The Supplier shall provide a performance security/guarantee issued by an Approved Financial Institution.

The performance security shall be active for the duration of the framework contract and payment under this item shall be a once-off fixed payment.

This clause is to be read in conjunction with C.6 Special Conditions of Contract, clause 7.

PS 6 REQUIREMENTS FOR CLEANING OPERATIONS**PS 6.1 General**

Routine maintenance works will generally be undertaken during normal working hours. Should the Supplier be required to work outside normal working hours then he shall request the permission of the Purchaser. Separate payment items have been allowed for in the Price Schedule for normal and extended working hours.

Cleaning operations shall be carried out in such a manner that no person is endangered and no property is damaged. The Purchaser accepts no responsibility for any work executed outside the site of works without the prior written approval from the Purchaser.

The equipment and methods used shall cause no damage to infrastructure, property or fixtures and such damage as may be caused will be repaired by the Council at the Supplier's expense.

The greatest care is to be exercised in order to ensure that insofar as possible all solid material dislodged from the Underground Sewer Reticulation is removed and carted away to the specified disposal sites.

The Supplier shall provide suitable apparatus to trap sand, silt and debris at manholes and the contract may be terminated if the Supplier is found to be discharging excessive material into the downstream sewers. Work undertaken during this contract is hazardous in its nature and Suppliers are required to take every precaution to protect their workers and the general public.

The minimum number of combination units will be assigned to each Region and must be available on a monthly basis for the full term of the tender, including the annual builders holiday / shut down period as the services required for this tender is seen as an essential service.

All travelling to and from the site must be included in the tendered rates and no additional payment shall be made in this regard.

PS 6.2 Routine Cleaning of Small Diameter Sewers (up to 500mm diameter)

The routine cleaning of small diameter sewers is programmed work for sections of sewers which shall generally take place during normal working hours and subject to the Purchaser's approval - after hours, weekends or on public holidays which shall be included in the tendered rates.

Blockages shall be cleared by means of high pressure water jetting and the debris causing the blockage must be removed from the sewers by means of airflow/suction. The machinery to be used shall include a mobile vehicle unit, also referred to as a Combination Unit / SuperSucker. Every effort must be made to unblock the sewers and the Purchaser must be informed promptly in cases where unblocking is not possible.

The method of routine sewer cleaning for pipe diameters up to 500mm will be by means of high pressure water jetting and all debris loosened by the jetting action is to be removed from the sewer pipelines by means of airflow/suction. The machinery to be used shall be a mobile vehicle unit also referred to as a Combination Unit / SuperSucker.

PS 6.3 Emergency Clearing of Blocked Sewers (up to 500mm diameter)

The Supplier may be called upon to assist the Purchaser with the cleaning or clearing of emergency blockages or special tasks which shall be included in the tendered rates.

This clause shall be read in conjunction with C.6 Special Conditions of Contract, clause 37.

PS 6.4 Cockroach Treatment and Disinfecting

Once the cleaning of sewers has been completed, the Supplier may be requested by the Purchaser to treat the sewers for cockroaches with Pestolac or equivalent. Application is to be as specified by the Manufacturer. Suppliers may also be requested to disinfect sewer manholes/inspection chambers with a pine based disinfectant. The application of the treatment shall be specified by the Manufacturer.

In addition to compliance with the Occupational Health and Safety Act, persons who apply any anti-cockroach insecticide must be individuals who are fully trained and /or qualified in the use of that specific product and the Supervisor must ensure that the necessary protective measures are taken. Cockroach treatment and disinfecting of sewer manholes is only to be carried out on instruction by the Purchaser.

PS 7 MINIMUM SPECIFICATIONS FOR MECHANICAL EQUIPMENT

PS 7.1 General

Vehicles arriving on site must have empty debris tanks. Unacceptable debris such as fats, oils and greases should be tipped prior to attending to any cleaning operations.

Vehicles and combination units must be fitted with tracking systems. All leased vehicles/combination super sucker units and new combination super sucker units must have tracking systems in order for the vehicles to be of service for this tender. Information from such tracking systems must be made available to the Purchaser upon request for auditing purposes.

PS 7.2 Combination Units / SuperSucker (General On Road Use)

- a) A Combination Unit / SuperSucker is deemed to be a high pressure jet machine and vacuum / suction unit mounted on a single chassis.
- b) The high pressure Jet machines pump shall be capable of providing a jetting pressure of at least 120 bar at a flow rate of at least 220 litres per minute, measured at the pump.
- c) The jetting hose shall be a minimum of 25 mm nominal diameter with a minimum operational length of 120 meters at all times.
- d) The jetting hose shall be wound onto a hose reel, which is power driven in both the clockwise and anti-clockwise directions.
- e) All units shall be equipped with a water tank that must be filled through an approved pressure break, which shall be a minimum of twice the feed diameter above the spill over level.
- f) The vacuum / suction unit may have the vacuum created by either Airflow or Roots type blowers.
- g) Suction shall be via a suction pipe of 150 mm minimum diameter and shall effectively pick up wet and dry materials to a depth of up to at least 6,0m.
- h) On all suction units, decanted liquids only, shall be returned to the system being cleaned via an approved return pipe, which shall be kept with the unit at all times. Decanted liquids are to be discharged directly into a sewer manhole, **NOT ONTO THE ROAD SURFACE**.
- i) The Pricing Schedule rates for Combination Units will include for all drivers/operators and assistant/s, fuel, water, root cutting equipment and a full range of nozzles, including forward blasters for the breaking of blockages as listed in the minimum equipment table.
- j) The Debris tank must have facilities to separate the solids from the liquid with a capacity of at least 5 cubic meters for the debris tank and 4 cubic meters for the water tank.
- k) The Debris tanks must be able to discharge the solid contents by means of tipping or by an hydraulic ram system. The Door of the debris tank must be hydraulically operated.
- l) The units shall be fitted with the following nozzles – grenade bomb, pointed, retrojet and root-cutter.

- m) The free airflow of at least 556 litres per second capable of continuous running
- n) The flexible suction hose must not be smaller than 150mm (6") diameter
- o) Wet or dry material removed from the pipelines/manholes should be contained in a sealed container. (Debris tank)
- p) Discharge from the debris tank will be at the rear by means of hydraulically opened door, to a minimum angle of 50 degrees.
- q) Tracking system

The following minimum equipment is required per combination unit:

- a. Safety/first aid kit
- b. Manhole lifter
- c. Pick
- d. Spade
- e. Sledge hammer
- f. Small bow saw
- g. 25mm dia nylon rope (min 20m long)
- h. Small hatchet
- i. One set of bail hooks
- j. Retro-jet
- k. Bomb (nozzle)
- l. Pointed or penetrating nozzle (forward blaster)
- m. Rotating nozzle or chain flail
- n. 10 m minimum lay flat hose for filling the water tank
- o. 10 m minimum lay flat hose for decanting the liquid from the debris tank
- p. Elbow or similar blocking device to prevent material being washed downstream
- q. Metered standpipe (ex. Water Services)
- r. Gas detector.
- s. Ladders to use in manholes (where step-irons are broken)
- t. PPE

PS 7.3 Combination Units / SuperSucker (Off Road Use, i.e 4x4)

This equipment will only be required for special circumstances.

This Combination Unit / SuperSucker must be capable of working off road and will require an all wheel drive facility to access sewers that have been constructed in the veld.

This Combination Unit / SuperSucker must conform to all the requirements as per clause 4.1 above except that the Fresh Water Tank capacity must be at least 3 cubic metres and the Debris Tank capacity must be at least 2 cubic metres.

PS 7.4 High Pressure Jet Machines (General On Road Use)

- a) Must be capable of providing a jetting pressure of at least 120 bar at a flow rate of at least 220 litres per minute, measured at the pump.
- b) The jetting hose shall be a minimum of 25 mm nominal diameter with a minimum operational length of 120 metres at all times.
- c) The jetting hose shall be wound onto a hose reel, which is power driven in both the clockwise and anti-clockwise directions.
- d) All units shall be equipped with a water tank that must be filled through an approved pressure break, which shall be a minimum of twice the feed diameter above the spill over level.
- e) The Pricing Schedule rates for the high pressure jet machines will include for all drivers/operators and assistant/s, transport, fuel, root cutting equipment and a full range of nozzles, including forward blasters for the breaking of blockages.

PS 7.5 High Pressure Jet Machines (Off Road Use , i.e 4x4)

This equipment will only be required for special circumstances.

This High Pressure Jet Machine must be capable of working off road and will require an all wheel drive facility to access sewers that have been constructed in the veld.

This High Pressure Jet Machine must conform to all the requirements as per clause 7.4 above.

PS 7.6 Water Tankers (Capacity 10 000 litres – General On Road Use)

This equipment will only be required for special circumstances.

The Supplier must have available a water tanker with a capacity of 10 000 litre with an auxiliary pump to be used as a supply for the Combination Units / High Pressure Jet Machines to increase the productivity of sewer pipeline cleaning. The vehicle must be provided with a licenced driver and an assistant and have a tracker device fitted for monitoring and auditing purposes.

PS 7.7 Water Tanker (Capacity 5 000 litres - Off Road Use , i.e 4x4)

This equipment will only be required for special circumstances.

This Water Tanker must have a capacity of at least 5 000 litres and conform to the requirements as per clause 7.6 above and in addition must be capable of working off road and will require an all wheel drive facility to access sewers that have been constructed in the veld.

PS 7.8 Pumps (for over pumping)

Must be vortex flow type pumps, with 75mm branch, flow rate of 2500 l/min, 8 kW power output, 32mm solid handling, 9.1m max lift, 35m head, auto prime and to be capable of dry running. At least 10m of suction hose and 120m of layflat to be included in the tendered rate. Extra piping to be accommodated in the tendered rates.

All equipment will be operated by as many skilled operatives as considered necessary by the Supplier. At least one skilled operator shall hold a current vehicle driving license, suitable for the vehicle being used. The use of all the above mentioned equipment will be at the discretion of the Purchaser.

The Supplier must have a pump available to aid with the removal of excess liquid if required. The pump must be a vortex flow type pump, with 150mm branch, flow rate of at least 5000 l/min, 24KW power output, 100mm solids handling, 9.1m max lift, at least 21m head, auto prime and be capable of dry running. Suction hose of at least 10m and 120m layflat to be provided. The cost of the pump and hoses must be included in the clean out rate.

PS 8 VEHICLES, PLANT AND EQUIPMENT

All plant and equipment shall be maintained in a clean and serviceable condition for the duration of the framework contract. Any mechanical breakdown of plant shall receive immediate attention and if repairs cannot be completed within 2 hours of the breakdown, the faulty equipment shall be immediately removed from the site and replaced by serviceable equipment within 4-6 hours for emergency works and 24 hours for planned works. Any "Down Time" of vehicles and equipment will be to the Suppliers account. No compensation will be paid for "Down Time". Breakdowns and removal of equipment from the site are to be reported to the Purchaser immediately.

Failure of the Supplier to adhere to this requirement shall lead to penalties being imposed (C6 Special Conditions of Contract, see clause 22).

All equipment used to carry out works under the contract shall comply the requirements of the Occupational Health Safety Act and those Regulations under the Factories, Machinery and Building Work Act of 1941 which still remain in force.

The Supplier's vehicles and equipment used for performing the services shall be adequate to perform the services required under the contract. As the vehicles and equipment become fully depreciated or reach the end of their useful life, Suppliers shall immediately purchase, rent, or lease vehicles and equipment to satisfy such requirements or replace such retired vehicles and equipment.

The Supplier's vehicles and equipment shall be registered by the Service Provider and shall be licensed and operated in accordance with the Road Traffic Act, Act 29 of 1989 and current Road Traffic Regulations and shall operate in compliance with all applicable central, provincial, and local laws and regulations.

The Supplier shall keep all vehicles and equipment used for performing services in good repair, appearance and sanitary condition. Each vehicle shall have at least one broom and shovel at all times to clean up solid waste that may be spilled or otherwise scattered during the process of collection. All lights, horns, warning devices, mufflers, fuel tanks and emission controls on the said vehicles and equipment shall be kept operable at all times, with an average fleet downtime of no more than 4-6 hours for emergency works and 24 hours for planned works.

When vehicles are down for maintenance or repair, it shall be the Supplier's obligation to provide a replacement vehicle from the spare units in its fleet or a comparable replacement through a rental agreement. All odometers on the said vehicles shall be kept operable at all times and shall be replaced only upon prompt notice thereof to the Purchaser.

All vehicles and equipment shall be operated by qualified and licensed operators and so as not to harm human health or the environment. All vehicles shall be sufficiently secure so as to prevent any spilling or littering of solid waste and/or leakage of fluid. No vehicles shall be wilfully overloaded. The noise level for all vehicles during operations shall not exceed seventy-five decibels at a distance of eight meters measured at an elevation of 1.8 meters above the ground.

The liquids captured and held within the drainage tanks are to be emptied only at the officially designated disposal site, or a holding tank at the officially designated transfer station. All vehicles shall meet environmental emission requirements and be subjected to inspection on an annual basis by the Director of Water and Sanitation or his representative.

All vehicles shall maintain a record book of time and movement, including: departure time from the parking area at the start of work, arrival time at and departure time from the officially designated discharge location, and arrival time at the parking area at the end of work.

Trucks which have their loads weighed or measured shall have this data included in the vehicle log books. Downtime and the nature of any break down and repair activities shall also be recorded in the record books. Data from the trucker books shall be collated and presented in a monthly report of service delivery from the Tenderer to the Director of Water and Sanitation or his representative. In addition, the Purchaser shall have access to the trucker books upon demand.

In addition to the record book, Combination Units must be fitted with a fleet monitoring system. Suppliers are thus required to supply all vehicles (Combination Units) with a fleet monitoring system. The cost of this system is to be included in the tender price.

The tracking system must offer the following:

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

PS 8.1 Condition of vehicles, plant and equipment

The vehicles, plant and equipment provided by the Supplier(s) must be in a good working condition at all times and the Council Representative will have sole discretion if the working condition of the vehicles, plant and equipment is satisfactorily and the Supplier(s) will be required to replace non-working or defective resources. Water wastage is not permitted and leaking hoses/equipment must be repaired immediately.

PS 8.2 Roadworthy, license and identification

All vehicles to be used for this contract are to be roadworthy and licensed for use on public roads at all times and must make provision for the safe and lawful transportation of workers. Those vehicles used to transport debris removed from the sewer pipelines must be able to do so in a safe and non-offensive manner and must have the Supplier's name and telephone number prominently displayed. All vehicles to be used for this contract must conform to the Road Traffic Act, Act 93 of 1996. Roadworthy certificates must be submitted yearly upon request to do so by the City Official to ensure that the vehicle and equipment is up to standard.

PS 8.3 Plant Performance

The Suppliers vehicles and equipment used for performing services shall be adequate to perform the services required by the tender, as may reasonably be determined by the Council's representative from time to time. As the vehicles and equipment become fully depreciated or reach the end of their useful life, the Supplier shall **immediately** purchase, rent, or lease vehicles and equipment to satisfy such requirements or replace such retired

vehicles and equipment.

All plant and equipment that is power operated shall be maintained in a clean and serviceable condition.

Any mechanical breakdown of plant shall receive attention as soon as practicable after the occurrence. When repairs cannot be affected within a reasonable time, the faulty equipment shall be removed from the site and replaced by serviceable equipment within 2 hours. The Council's Representative must be notified when removal of equipment occurs. Where vehicles, plant, machinery, equipment and containers are removed from site due to breakdown or other incident, eg strike action, the Council's Representative must be notified as soon as possible after the removal.

Suppliers shall keep all vehicles and equipment used for performing services in good repair, appearance and sanitary condition. Each vehicle shall have at least one broom and shovel at all times to clean up solid waste that may be spilled or otherwise scattered during the process of collection. All lights, horns, warning devices, mufflers, fuel tanks and emission controls on the said vehicles and equipment shall be kept operable at all times, with an average fleet downtime of no more than 24 hours.

PS 8.4 Registration, Operation and Mechanical Breakdown

Service Provider's vehicles and equipment shall be registered by the Service Provider and are to be licensed and operated in accordance with the Road Traffic Act, Act 29 of 1989 and current Road Traffic Regulations and shall operate in compliance with all applicable central, provincial, and local laws and regulations.

All vehicles and equipment shall be operated by qualified and licensed operators, so as not to harm human health or the environment. All vehicles shall be sufficiently secure so as to prevent any spilling or littering of solid waste and/or leakage of fluid. No vehicles shall be wilfully overloaded.

Successful tenderers will be required to submit copies of proof of licensing and ownership at contractual stage, if not submitted at evaluation stage.

PS 8.5 Location of all vehicles, plant and equipment

The Service Provider(s) shall be required to advise the Purchaser monitoring this contract of the location of all vehicles, plant and equipment which is being used for this contract, when requested to do so, and provide substantiated proof of this data which could be used for auditing purposes.

PS 8.6 Noise Level

The noise level for all vehicles during operations shall not exceed eighty-five (85) decibels at a distance of eight meters measured at an elevation of 1.8 meters above the ground.

PS 8.7 Containment Tanks

Service Providers shall provide all vehicles that carry solid waste with containment tanks, so that liquid leaking from the solid waste in the debris tank is captured and contained on the truck and spillage of such liquids to the streets is prevented. These liquids may be discharge to sewer manholes but not onto roadways. The liquids captured and held within the drainage tanks are to be emptied only at the officially designated disposal site. All vehicles shall meet environmental emission requirements and be subjected to inspection on an annual basis by the Purchaser.

PS 8.8 Truck Books

All vehicles shall maintain a truck record book of time and movement, including: departure time from the parking area at the start of work, arrival time at and departure time from the officially designated discharge location, and arrival time at the parking area at the end of work.

Trucks which have their loads weighed or measured shall have this data included in the vehicle log books. Downtime and the nature of any break down and repair activities shall also be recorded in the truck record books. Data from the truck record books shall be collated and presented in a monthly report of service delivery from the Service Provider to the Purchaser. In addition, the Purchaser shall have access to the truck record books upon demand.

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

PS 8.10 Company Name and Identification

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

PS 8.11 Tracking System

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

PS 9. CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS 9.1 Local Office

In the event that a Service Provider is based outside the municipal area of the City of Cape Town a local office must be established within two (2) weeks of the framework contract commencement date.

The supervisors and operators required for this tender must be made available on site within 2 hours after receiving the notification from the Purchaser.

PS 9.2 Purchaser's Office Hours

The Purchaser's office hours are from 08h00 to 16h00 on weekdays only for administration purposes..

PS 9.3 Working Times

Planned maintenance works shall be scheduled during normal working hours and no work shall be permitted to be carried out over weekends and public holidays without prior written approval from the Purchaser (Regional/Depot Manager) -

Working day : Monday to Friday excluding weekends and Public Holidays (in the Republic of South Africa);

Normal Working Hours : means 07:30 to 17:00 during working days which includes a 30 minutes lunch break

Overtime : any time before 07h30 and after 17h00 on working days

Weekend : from midnight Friday to midnight Sunday

Public Holiday : any proclaimed national Public Holiday

The order of precedence for payment items shall follow the sequence listed below –

- 1) Weekly planned maintenance works – the Purchaser shall schedule weekly planned maintenance works where the Supplier will be required to undertake works for a full week i.e. Monday to Friday from 07:30 to 17:00 and the weekly rate shall apply;
- 2) Working day - payment under this item shall be made for a full working day from 07:30 to 17:00 falling outside weekly planned maintenance works;
- 3) Normal Working Hours - payment under this item shall be made for actual hours worked from 07:30 to 17:00 falling outside weekly planned maintenance works and a working day;

Example:

The Supplier is required to work between Thursday, 29 February 2024 to Friday, 8 March 2024 (i.e. 7 working days) for planned maintenance works. The Supplier, however, only worked for half a day on Friday, 8 March 2024. Payment for works undertaken by the Supplier will be calculated as follows –

Item Description	Unit	Qty	Date
Weekly planned maintenance works (i.e. attendance for a full working week from 07:30 to 17:00 from Monday to Friday)	Week	1	29 February – 6 March 2024
Working day (i.e. attendance for a full working day from 07:30 to 17:00 on a Monday to Friday)	Day	1	7 March 2024
Normal working hours (i.e. between 07:30 and 17:00 on Monday to Friday)	Hour	4	8 March 2024

PS 9.4 Watching and lighting

The Service Provider shall provide and maintain, at his own cost, all lighting, fencing and watching necessary for the safety and convenience of the public. Where manholes are left opened for operational purposes they shall be adequately protected using a metal grid (extruded mesh or similar) cover to prevent accidental entry to the manhole. The manhole must be cordoned off by at least three (3) cones and designated as a “work site”.

PS 9.5 Communication

The Service Provider is required to provide his supervisory and operational staff with cellular phones for communication purposes. All managerial, supervisory and operational staff must be contactable at all reasonable times for the duration of the contract.

The Service Provider shall maintain a log of all communications on site, including a record of actions to follow-up, on any complaints or comments- received. The Service Provider shall promptly respond to all complaints regarding the works in a courteous manner. Should a complaint be unresolved for longer than 5 days, the Purchaser will have the right to demand an explanation or resolution to its satisfaction. The log information shall be made available to the Purchaser for inspection at any time.

The Service Provider will be required to liaise with various district staff with regards to the proposed works to be undertaken.

PS 9.6 Commencement of Work and Access to the Site

No work may commence without an official **Purchase Order** notification issued by the Purchaser. The Service Provider will be required to have all resources (labour, plant and equipment) in place prior to the site handover.

Access to the site will be granted to the Service Provider, in the form of a Site Handover Certificate, once he has complied with the initial contractual requirements as outlined under 6 Special Conditions of Contract, clause 3.5.1.

PS 9.7 Discovery of Human Remains

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

PS 9.8 Dealing with water

The Service Provider shall make his own arrangements for the supply of water for the cleaning operations. Only City of Cape Town metered standpipes shall be used and these can be obtained from the Hillstar Waterworks Depot against a deposit and normal water charges will be levied for water consumption. These standpipes are to be submitted monthly to Hillstar for reading/testing.

PS 9.9 Quality Management

Service Providers shall allow the Purchaser to have unimpeded access to the works at all times to inspect the works being carried out, site records and documents maintained by the Service Providers and equipment - including spare parts inventories, stores and workshop repair facilities.

The Service Providers shall inform the Council’s representative timeously of any problems on site.

When routine cleaning of small diameter sewers take place, the Purchaser may decide to inspect such pipes within 7 days of works completion by means of an independent company using CCTV equipment to ensure that pipes have been properly cleaned. Pipes found not to be clean will have to be re-cleaned at the Service Provider's own cost.

The Service Provider shall inspect all pipes to ensure that they have been properly cleaned prior to requesting the Purchaser to conduct a final inspection. The Purchaser shall conduct a final inspection of the pipes and associated infrastructure and shall determine whether it has been adequately cleaned.

PS 9.10 Site Supervision

The Supervisor(s) are required to be present on site full-time for the duration of the works, as directed by the Purchaser, to oversee work operations. The Supervisor(s) shall receive and execute any instructions issued by the Purchaser.

All key staff listed under Schedule F.15 are expected to occupy their respective roles during the execution of the works. Should any key staff member change during the contract then the Supplier shall submit to the Employer CVs of new key personnel who are required to meet the experiential benchmarks and relevant requirements as set out in the table above.

PS 9.11 Conditions for Sub-contracting of Works Orders

The Suppliers must provide all the required resources, plant, equipment and transportation to perform the works under the contract. Sub-contracting of the works orders under the contract shall only be allowed in the following cases –

- a) When the Winner and all Alternatives have rejected the works offer for a region
- b) In exceptional circumstances i.e. cases of emergencies as declared by the Purchaser

No sub-contracting of the works orders may be undertaken without the Purchaser's (Framework Contract Manager) prior written approval. It is the responsibility of the Supplier to ensure that the Sub-Contractor's resources, plant, equipment, staff etc. comply with the minimum specifications and standard requirements as set out in the contract.

PS 9.12 Daily Activity Sheets

The Service Provider shall keep daily records of the following activities:

- a) The number of emergency blockages attended to and cleared
- b) The total lengths of small diameter sewer pipe cleared
- c) Total volume of material removed
- d) Any defects that may have been discovered

This information shall be submitted together with the monthly payment invoices and the data shall be recorded on the template provided under Annexure H.

PS 9.13 Cease Work

The Service Provider may be instructed to cease work, where the work method is deemed to be unsatisfactory, a danger or an inconvenience to the public or not environmentally acceptable. The Service Provider's contract with the Purchaser may be terminated if he is found to be in breach of the above guidelines.

PS 9.14 Identification and uniforms

Service Providers shall provide all their staff with identification cards which shall clearly reflect their name, photo, and identification number and require them to carry the said identification cards at all times for the duration of the works.

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

or damaged, and on at least a semi-annual basis.

Service Providers shall provide protective shoes and gloves to all workers, for use at all times during performance of works for this contract. Other protective clothing shall be provided with equipment which facilitates their work and limits their direct contact with the waste materials.

PS 9.15 Work Permits

The Service Provider will be required to obtain a Work Permit prior to commencing any works. The Council Representative must be contacted for such permits.

PS 18 TRANSPORTATION AND DISPOSAL OF SEWAGE WASTE MATERIAL

The Service Provider will be responsible for the transport and disposal of all waste material extracted from the site which must be safely disposed at the private Vissershok Waste Management Facility (Pty) Ltd which is situated off the N7 on the Frankdale Road in Milnerton.

The waste facility is only open between 07:45 and 16:00 from Monday to Friday and between 07:30 to 15:30 on Saturdays. Contact numbers for the facility: (021) 557 3309 and (021) 556 3593.

The Service Provider shall be responsible for obtaining the WIR (Waste Information Regulation) number from the Purchaser in the District Office in which the services are being rendered. This is a requirement by the Department of Environmental Affairs and Development Planning (DEAP) for all waste generators and waste transporters.

The tendered rate shall include for all costs relating to dumping, permits, fees, access requirements etc. and no additional payment shall be made in this regard.

Note: Service Providers who are found to be illegally dumping material or leaving material on the sites will be fined as per the current City of Cape Town By-Laws and/or National Legislation.

Illegal dumping must be reported to Call Centre no. 086 010 3089.

PS 19 MATERIAL HANDLING

No material shall be stored on the site overnight. Waste material that has been removed from the site must be transported in watertight vessels to prevent spillage.

Spillage of waste material on public roads may result in traffic fines and cleaning costs being imposed on the Service Provider. Spillage areas shall be properly cleared, washed and disinfected with chloride of lime.

PS 20 ACCOMODATION OF TRAFFIC

PS 20.1 Basic Requirements

The Service Provider shall comply in all respects with the road traffic laws of the local authority which is outlined in the latest South African Roads Traffic Signs Manual (SARTSM), Chapter 13 of Volume 2. The Service Provider shall be responsible for the safe and easy passage of public traffic and pedestrian movement near the works and shall ensure that the travelling public have right of way on public roads at all times. The Service Provider shall ensure that no waste material is left in the roadway overnight which may cause a hazardous situation for vehicular or pedestrian traffic.

The Service Provider shall ensure that the necessary traffic control facilities, road signs, barricades, traffic cones, delineators, flagmen, speed controls and any other measures required by the Purchaser are properly maintained and effective for the duration of the works and that movement of his equipment and vehicles are controlled to avoid traffic hazards. Failure to maintain these assets in good condition may lead to the suspension of the works by the Purchaser until they have been restored to a safe and acceptable condition. On completion of the works all traffic control facilities must be completely removed from the site.

Occupation of existing roads, including the erection and removal of traffic control facilities, shall be executed during normal working hours i.e. between 7:30 and 17:00 on Monday to Friday. Works to be carried out during extended working hours and on public holidays shall require the approval of the Purchaser (at least one (1) week prior to the proposed works).

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

It is important that the traffic accommodation requirements described in these specifications are adhered to and that all installations meet with the approval of the relevant traffic authority i.e. the Traffic Manager, Traffic Control Branch, District Manager or Roads Branch within the City of Cape Town.

PS 20.2 Traffic Safety Officer

Where warranted by traffic conditions on or near the site, the Service Provider shall nominate a suitable member of his staff to act as a Traffic Safety Officer for the duration of the works. The Traffic Safety Officer shall be responsible for the arrangement and maintenance of all site measures for the accommodation of traffic in accordance with the approved Traffic Management Plan (where applicable).

All costs incurred by the Service Provider in complying with the above requirements shall be deemed to be included in the tendered rates and no separate payment shall be made in this regard.

PS 21 EXISTING SERVICES

The Service Provider's attention is drawn to the fact that he may be required to work near existing services, during the execution of the works, which shall remain in operation at all times unless prior arrangements have been made with the service owner or local service authority.

The Service Provider shall acquaint himself with the position of all existing services before any works may commence on site and shall exercise every precaution, including the utilisation of suitable construction techniques and equipment, to prevent damage to these services. Services left exposed shall be suitably protected from damage and shall be maintained in such a manner to eliminate any danger arising therefrom to the public and workmen.

When alterations/repairs to existing services become necessary, the Service Provider shall promptly inform the Purchaser who shall either make the necessary arrangements for the service to be repaired by the owner or instruct the Service Provider to make such arrangements or repair the service himself. The Service Provider will be held responsible for any damage to known, existing services caused by or arising out of his operations and shall be responsible for the cost of repair work whether carried out by himself or the service owner. The Service Provider shall also be liable for consequential damage, whether caused directly by the Service Provider's operations or by the lack of proper protection. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site.

Existing services that may arise on the site include –

- a) Telecommunications
- b) Electricity cables
- c) Watermains
- d) Stormwater pipes and manholes

All costs incurred by the Service Provider in complying with the above requirements shall be deemed to be included in the tendered rates and no separate payment shall be made in this regard.

PS 21.1 Wayleave Applications

The Service Provider shall be responsible for obtaining all the necessary wayleaves and permits from the relevant Service Authorities and the safekeeping of all existing services within the area of the works including kerbs, channels and finished surfaces in the road reserves. The Service Provider shall take cognisance of any restrictions imposed by the service authorities with respect to operations adjacent to or near their services. The Service Provider shall notify the service authority, at least 48 hours in advance, of any operation within 3,0m of their services so that the necessary arrangements can be made for the provision of supervisory staff (where

applicable).

The tendered rates shall include full compensation for liaising and interacting with all the relevant Service Authorities that may be required for the works and no additional payment shall be made in this regard.

PS 22 TEMPORARY WORKS

The Service Provider shall carry out such temporary works as may be required to execute the maintenance work which shall be deemed to be included in the tendered rates and no additional payment shall be made in this regard.

PS 23 MANAGEMENT OF THE ENVIRONMENT

The Service Provider shall comply in all respects with the requirements outlined under the City of Cape Town's Environmental Management Programme (EMPr) which is attached hereto under Annexure L.

The Service Provider shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works to limit the impact or interference to the surrounding environment.

Only those trees and shrubs directly affected by the works, and such others as the Purchaser may direct in writing, shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Purchaser.

All costs incurred by the Service Provider in complying with the requirements of the EMPr (including root-cutting equipment) shall be deemed to be included in the tendered rates and no separate payment shall be made in this regard. Should the Service Provider fail to comply with the provisions of the EMP then the Service Provider shall be held liable for any penalties that may be imposed.

PS 24 OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

PS 24.1 General

It is a requirement of this contract that the Service Provider shall provide a safe and healthy working environment and to execute all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. The Service Provider shall fully comply with the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2014 issued on 7 February 2014 by the Department of Labour.

For the purpose of this contract, the Service Provider is required to confirm his status as mandatory and the Purchaser in his own right for the execution of the contract, by entering into an agreement with the Purchaser in terms of Section 37(2) of the Occupational Health and Safety Act (refer to C3).

All costs incurred by the Service Provider in complying with the requirements of the Act and Regulations shall be deemed to be included in the tendered rates and no additional payment shall be made in this regard. Should the Service Provider fail to comply with the provisions of the Act and Regulations then he shall be held liable for any penalties that may be imposed.

PS 24.2 Health and Safety File

The Purchaser's Health and Safety Specification and Baseline Risk Assessment is attached hereto under Annexure K which specifically relates to the sewer maintenance activities required under the framework contract.

The Service Provider will be required to prepare and submit a Health and Safety File to the Purchaser's Health

and Safety Agent, including a Health and Safety Plan, upon commencement of the framework contract in terms of Regulation 7 of the Occupational Health and Safety Act, 85 of 1993, Construction Regulations 2014.

No works may commence on site until the Service Provider's Health and Safety File has been approved. The approved file shall cover all works under the framework contract and the Service Provider shall ensure a copy of the approved Health and Safety File at all active sites. The Purchaser's Health and Safety Agent shall conduct a minimum of two (2) monthly site visits which includes site audits.

PS 24.3 Additional Obligations

A provisional sum item has been included to accommodate any additional obligations the Supplier may occur, during the contract, in accordance with the Occupational Health and Safety Act and Construction Regulations. Works under this item shall be subject to the Purchaser's prior approval. No payment shall be made under this item without the Purchaser's prior approval.

PS 25 SITE FACILITIES

No site facilities have been made available under the framework contract and the Service Provider shall make their own arrangements for any facilities that may be required for the execution of the works including camp sites, storage facilities, water and power supplies.

No facilities are required by the Purchaser under the framework contract.

PS 26 PLUGGING OF SEWERS

No sewerage pipes shall be plugged by the Service Provider without the prior written permission of the Purchaser who may impose special conditions regarding precautions to be taken. The Service Provider shall ensure that the cleaning operation does not create backing up of sewage which may cause flooding and/or nuisance within the system.

PS 27 REPORTING OF DEFECTS

The Service Provider shall notify the Purchaser immediately of any defect which he may discover on site including damaged or missing manhole covers and damaged sewers. All defects must be recorded in the Service Provider's daily activity sheets.

PS 28 WORKING WITH LIVE SEWERS

Service Providers will be required to deal with live sewage flow during routine maintenance and emergency works.

PS 28.1 Hazardous Gases

All manholes and sewers (including pumpstation wetwells and sandtraps when required in emergency situations) shall be tested for hazardous gases on a continuous basis to ensure the safety of workers. The Service Provider shall ensure that the necessary functional gas testing equipment is available on site at all times. Breathing apparatus shall be available as and when required.

Personnel working inside live sewers are required to wear individual gas monitors at all times during the cleaning operation. A gas monitor must also be placed at the entrance/access of the manhole for continuous gas monitoring.

Provision for this item shall be deemed to be included in the tendered rates and no additional payment shall be made in this regard.

Note: Valid calibration certificates of the gas monitoring equipment are to be on site during the cleaning process which should not be older than six (6) months.

PS 28.2 Personnel Protective Equipment (PPE)

The Service Provider shall ensure that the PPE provided to staff conforms to the Health & Safety Regulations.

PS 28.3 Cordon off Working Area

The Service Provider(s) will be required to cordon off the working area using rail-type fence to prevent unauthorised access to machinery and open manholes.

PS 28.4 Vaccination certificates

The Service Provider will be required to provide proof of applicable vaccination certificates for all staff involved in sewer cleaning, as preventative measure, which shall be included in the Health and Safety File submission as outlined under clause PS 24.

PS 29 WORKING IN RESTRICTED/CONFINED AREAS

Service Providers will be required to work inside restricted/confined spaces and may experience difficulty. Allowance shall be made in the tendered rates and no additional payment shall be made in this regard.

PS 30 SURFACE OBSTRUCTIONS

Works may be carried out in close proximity to buildings, fences, electric light poles and other sub-surface structures. The Service Provider shall take every precaution and exercise due care to ensure that the works does not cause any damage or harm to surrounding structures. Allowance shall be made in the tendered rates and no additional payment shall be made in this regard.

PS 31 WORKING ON/NEAR PRIVATE PROPERTY

The Service Provider shall provide written notice to the affected property owner(s) at least seven (7) days prior to the commencement of work within their property. The notice shall be written in both English and Afrikaans with including contact details for any queries. The letter should be vetted by the Purchaser prior to issue and all complaints received from the public should be dealt with in a timeous and courteous manner.

The Service Provider shall only be allowed to work within private properties during the agreed times stipulated by the respective owner(s) and shall keep them informed of any proposed vehicular or pedestrian access disruptions. The Service Provider shall ensure unimpeded access to private properties at all times unless otherwise agreed with the owner.

After completion of works within private properties the Service Provider shall obtain a signed confirmation letter from the affected owner, addressed to the Service Provider, confirming that the property has been reinstated to the owner's satisfaction.

PS 32 FINISHING AND TIDYING

During the progress of the work and upon its completion, the site shall be kept and left in a clean and orderly condition. The Service Provider shall at all times store materials, tools and equipment in an orderly manner and shall keep the site free from debris and obstruction. On completion of the works the site shall be free of bad odours/smells that may affect the nearby community by properly sanitising the site using chloride of lime.

No waste from cleaning operations shall be left in public areas or roads adjacent to the site. Waste material shall be carted away directly from the works to Vissershok Waste Management Facility (Pty) Ltd.

The works will not be certified as complete until the whole of the works, including all finishing and tidying, has been fully completed to the satisfaction of the Purchaser.

PS 33 EMPLOYMENT OF SECURITY PERSONNEL

The Service Provider shall provide sufficient security to adequately ensure the safety and protection of the works, the Service Provider's employee's and all plant and equipment.

Site security, in conjunction with SAPS (where necessary), shall be responsible for the removal of disruptive elements that may interrupt the progress of the works through acts such as, but not limited to, intimidation, threats, violent behaviour, or criminal and illegal activity which may be carried out by the local community or independent organisations or entities.

All security staff employed by the Supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the CCT or its agent, upon request. The Service Provider shall obtain the Purchaser's prior approval regarding the appropriate type of guard to be used as outlined in the Price Schedule.

All associated costs with the above requirements shall be deemed to be included in the tendered rate and no additional payment shall be made in this regard. A provisional sum item has been included for the provision of general site security which shall be used in exceptional circumstances as may be directed by the Purchaser.

PS 34 TRADE NAMES OR PROPRIETARY PRODUCTS

Tenderers/Suppliers must note that wherever this document refers to any particular trade mark, name, patent, design, type, specific origin or producer, such reference shall be deemed to be accompanied by the words "or equivalent".

PS 35 FORMS FOR CONTRACT ADMINISTRATION

This shall not be applicable to the tender.

PS 36 COMMUNITY LIAISON OFFICER (CLO)

Certain works may require a CLO to be appointed by the Supplier depending on the conditions of the site area. The primary functions of the CLO shall be to assist the Supplier by acting as a representative for the local community and to assist with and facilitate communication between the Supplier, the Purchaser and the local communities.

The identification of suitable candidates (maximum 5; minimum 3) for the CLO position shall be resolved by the relevant Sub-Council Manager through a process of advertising and shortlisting. Should suitable candidates not be identified through this process, the Supplier shall be allowed to seek candidates from the relevant Sub-Council Job-Seekers Database. The final selection and appointment of the CLO in terms of the contract shall be the responsibility of the Supplier.

If it is required that the Supplier enter into a contract of temporary employment with the selected CLO, the contracting parties will be the Supplier and the CLO. The contract shall stipulate the terms of employment including the period of appointment and the contract commencement date for the CLO which shall be as agreed with the Purchaser.

The rate of remuneration for the CLO, payable by the Supplier, is currently **R460.00** per day and is subject to change based on the prescribed/regulated increases by the CCT.

The Supplier shall accommodate in his tendered rates for all relevant costs involved i.e. all statutory deductions, additional costs for leave days and bonuses etc. The Supplier will be required to provide the Purchaser with proof of payment made to the CLO, including signed timesheets, prior to the processing of payments. Payments made to the CLO will be based on the number of hours actually worked and not a flat monthly rate.

PS 37 PAYMENTS

PS 37.1 Milestone Payments

Milestone payments shall be applied for active purchase orders on a monthly basis (where applicable) and the following shall apply:

- a) The interim amount to be paid under Sum items shall be calculated by dividing the total amount by the order duration.
- b) Time-related items shall be paid per working day of works completed under the applicable order
- c) Fixed-charge items shall be paid as once-off payments
- d) Provisional sum items shall comply with the requirements of the Purchaser's latest Supply Chain Management Policy. The Purchaser shall specify the works to be carried out under this item and reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually completed without affecting the validity of the Contract.
- e) Supporting documentation for each claim shall include:
 - i. Invoice
 - ii. Daily Activity Sheets
 - iii. Measurement Sheets

See clause 36 under Additional Conditions of Contract.

Work required outside normal working hours will be paid in accordance with the overtime rate for each Region as outlined in the Price Schedule below.

PS 38 PROCEDURES FOR THE ALLOCATION OF PLANNED MAINTENANCE WORKS

The procedures for the allocation of planned maintenance works are to be read in conjunction with Part T.2 Conditions of Tender. The Purchaser reserves the right to allocate works under the framework contract at its sole discretion and as described in this document. The Purchaser will only order those quantities of work items which it actually requires for the execution of the works on an ad-hoc basis. The Purchaser reserves the right not to order any quantities at all depending on circumstances, budget availability and subject to operational requirements.

Works shall be executed within four (4) Regions on a "winner-takes-all" basis. These procedures include applying the approved framework contract rates in order to arrive at a financial offer, receiving the Supplier's acceptance of the works, and allocating the works to the Supplier. The work will always be offered and, if accepted, allocated to the highest ranked tenderer ("the Winner") under the framework contract for that Region (subject to the Supplier not being suspended/terminated), and only if he refuses will the work be offered to the Alternative for that region.

In terms of the foregoing, "the Supplier" in the procedures outlined below is the Supplier under consideration (starting with "the Winner") for the allocation of the works.

The works allocation procedures are summarised under the stages below wherein the Purchaser (acting through his agent) shall:-

Stage 1: Purchaser prepares the Bill of Quantities using the Supplier's Framework Contract rates for the Region

- (a) select a work area within the Region for the execution of the works;
- (b) prepare a Bill of Quantities for the works;
- (c) prepare the Works Acceptance/Refusal Form;

Note: The quantities provided by the Supplier shall be regarded as estimates only and shall be subject to re-measurement during the execution of the works. The final Contract Price for each completed Purchase Order shall be computed from the actual quantities of work done, valued at the final approved tendered rates accepted by the Purchaser under the framework contract.

Stage 2: Purchaser offers work to the Supplier

- (d) submit Works Acceptance/Refusal Form and Bill of Quantities to the Supplier via email;

Stage 3: Supplier to accept/reject the works offer

- (e) Supplier to return the signed Works Acceptance/Refusal Form to the Purchaser via email within **three (3) days** of issue by the Purchaser;
- (f) If the Supplier -
 - 1) refuses the works offer by returning a signed Works Acceptance/Refusal Form; or
 - 2) does not respond to the Purchaser's request within the prescribed time;

then the Supplier shall be **excluded** from further participation in the works allocation procedure. Should the Supplier be excluded from further participation in the works allocation process then steps a) to e) above must be repeated with the Alternatives in accordance with their order of ranking for the respective region.

Note: In cases where the Winner and all the Alternatives reject the works offer then the Suppliers will be allowed to consider the use of Sub-Contractors to carry out the works (refer to clause PS 9.11 of the Specifications).

The order of sequence for the use of Sub-Contractors under the contract shall be based on the Supplier's ranking for the region.

Stage 4: Works allocation to the Supplier

- (g) allocate the works to the Supplier by issuing him with a Purchase Order within seven (7) days of receipt of the signed acceptance form;

Stage 5: Contract commencement and initial contractual obligations

- (h) Purchaser to record the contract commencement date i.e. date of receipt of the Purchase Order by the Supplier;
- (i) Supplier to submit initial contractual documentation to the Purchaser within 14 days of the contract commencement date which shall include –
 - 1) Health and Safety File
 - 2) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
 - 3) Evidence of Insurance
 - 4) Proof of Registration / Letter of Good Standing with the Bargaining Council for the Civil Engineering Industry (BCCEI)
- (j) Purchaser to review and confirm acceptance of the Supplier's documentation;

Stage 6: Commencement of works

- (k) Purchaser to hand-over the site to the Supplier and monitor compliance in accordance with the requirements of the framework contract.

39. PROCEDURES FOR THE ALLOCATION OF EMERGENCY MAINTENANCE WORKS

The following processes shall apply for the allocation of Emergency Works by the Purchaser –

- a) The superintendent for the depot will contact the Supplier and notify him of the emergency works.
- b) Supplier to confirm his availability to carry out the works.
- c) Supplier to meet the relevant depot staff on site within two (2) hours of confirmation of works (between 7:30 to 16:00) and within four (4) hours of confirmation of works (after normal working hours and over weekends).
- d) Supplier to return the signed Works Acceptance/Refusal Form to the Purchaser upon confirmation of the scope of work to be carried out.

Refer to Annexure M: Emergency/Unplanned Contractor Appointment Process which summarises the procedures for the allocation of emergency works under the framework contract.

40. PERFORMANCE MONITORING

Key Performance Indicators (KPIs) have been pre-defined and will be used to measure the Supplier's ongoing performance under the contract (see Annexure N).

KPIs will be evaluated and scored by the Purchaser on a monthly basis and the Supplier is required to ensure that his overall performance is satisfactory. Where continuous unsatisfactory performance is recorded for the Supplier then the necessary remedial measures must be taken.

C.6 SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Insert new clause 1.1A with the following:

- 1.1A “Commencement Date” means the date the Supplier confirms receipt from the Purchaser of one (1) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).
- 1.1B “Conditions of Contract” means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

- 1.21 ‘Purchaser’ means the City of Cape Town. The address of the Purchaser is 12 Hertzog Boulevard, Cape Town, 8001 (chosen domicilium citandi et executandi).

Add the following after Clause 1.25:

- 1.26 ‘Supplier’ means the provider of Goods and / or Services with whom the Contract is concluded also referred to as “contractor” in the GCC.
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites
- 1.28 “Working Day” means Monday to Friday excluding weekends and Public Holidays (in the Republic of South Africa).
- 1.29 “Normal Working Hours” means 07:30 to 17:00 during working days which includes a 30 minutes lunch break.

3. General Obligations

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

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

- 3.3 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the Contract and shall carry individually the minimum levels of insurance stated in the Contract, if any.
- 3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all charges required by such authorities.
- 3.4.1 The Parties agree that this Contract shall also be subject to the CCT's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised as amended from time to time. If the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also be applicable to the Contract. Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.
- 3.5 The Supplier shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and no later than the periods as set out in the Contract:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee,
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11),
 - c) Initial delivery programme, and
 - d) Other requirements as detailed in the Contract.
- 3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services in accordance with the Contract, to the satisfaction, of the Purchaser.
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the Goods and/or Services including any temporary services that may be required.
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the Goods.
- 3.5.5 Be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions.
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy.
- 3.5.7 Comply with all written instructions from the Purchaser subject to clause 18.
- 3.5.8 Complete and Deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21.
- 3.5.9 Make good at his own expense, all incomplete and defective Goods during the warranty period.
- 3.5.10 Pay to the Purchaser any penalty for delay as due on demand by the Purchaser. The Supplier hereby consents to such amounts being deducted from any payment due to the Supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the Goods in accordance with the Contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The Purchaser shall:

- 3.6.1 Issue Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.
- 3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.
- 3.6.3 Take possession of the Goods and /or Services upon Delivery by the Supplier.
- 3.6.4 Regularly inspect the Goods to establish that it is being delivered in compliance with the Contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the Contract.
- 3.6.6 Grant or refuse any extension of time requested by the Supplier of the period stated in clause 10.
- 3.6.7 Inspect the Goods and/or Services to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the Supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

The ownership of data and factual information collected by the Supplier and paid for by the Purchaser shall, after payment, vest with the Purchaser.

- 5.6 **Publicity and publication**
The Supplier shall not release public or media statements or publish material related to the services or agreement within two (2) years of Delivery of the Goods, without the written approval of the Purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both Parties shall keep all information obtained by them in the context of the agreement, confidential and shall not divulge it without the written approval of the other Party.
- 5.8 **Intellectual Property**
 - 5.8.1 The Supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Purchaser.
 - 5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, unless the Parties expressly agree otherwise in writing.
 - 5.8.3 The Supplier shall, and warrants that it shall:
 - 5.8.3.1 Not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;
 - 5.8.3.2 not modify, add to, change or alter the Purchaser's Intellectual Property, or any information or data

related thereto, nor may the Supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Purchaser;

- 5.8.3.3 Not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Purchaser;
- 5.8.3.4 Comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the CCT Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the Supplier from time to time;
- 5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.
- 5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Supplier of any third party's Intellectual Property rights.
- 5.8.5 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following after clause 5.8:

5.9 Protection of Personal Information Act of 2013

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

- 5.9.1 that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;
- 5.9.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;
- 5.9.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;
- 5.9.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;
- 5.9.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to

you, subject to applicable law; and

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

5.10 **Performance Monitoring**

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

7. Performance Security

Delete clause 7.1 and replace with the following:

- 7.1 Within 14 days of Commencement Date the Supplier shall furnish to the Purchaser the performance security:
- 7.1.1 For the Guarantee Sum equal to **R 125 000.00** which shall be a blanket performance guarantee under the framework contract.
- 7.1.2 The Performance Security/Guarantee furnished shall be issued by an Approved Financial Institution listed in the Pro Forma Performance Security/Guarantee as at [28 February 2023] (being institutions approved for issue of contract guarantees by the Purchaser).

Delete clause 7.3 and replace with the following:

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

Delete clause 7.4 and replace with the following:

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for Delivery of the goods shall be the date as stated on the Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the "goods" does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.
- 10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services have been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the Purchaser determines that the Goods and/or Services have been satisfactorily delivered, the Purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of such written acceptance of

the Goods.

11. Insurance

Add the following after clause 11.1:

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

11.2.1 Public liability insurances, in the name of the Supplier, covering the Supplier and the Purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **[R20 million]** for any single claim;

11.2.2 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the Supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;

11.2.3 Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the Supplier's broker or the insurance company itself (see the Pro Forma Insurance Broker's Warranty).

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

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

15. Warranty

Add to Clause 15.2:

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

16. Payment

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

16.1 Payment of invoices will be made:

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

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

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

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

Add the following after clause 16.4

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

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

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

Plant and materials which have been manufactured and are stored by the supplier	Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third party manufacturer/supplier, and which may be stored by the supplier:
N/A	N/A

16.6.2 The Supplier can only rely on advance payment being permitted by the Purchaser in respect of the plant and materials listed in the table above. The Purchaser may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Supplier.

16.6.3 Advance payment for the purposes of deposits will only be provided up to a limit of (N/A) of the value of any one item being claimed.

16.6.4 The Supplier shall provide the Purchaser with documentary evidence of the terms and conditions for which a deposit with order is required by a third party manufacturer/supplier, together with the advance payment guarantee.

16.6.5 The Supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the Supplier. The Supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the Purchaser upon request, for the whole value of the item.

17. Prices

Add the following after clause 17.1

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

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

17.4 The prices for the goods and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 Contract Price Adjustment and the following conditions will be applicable:

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the Goods and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are subject to prior approval by the Purchaser's delegated authority. Should the Supplier deliver any Goods not described in a written instruction from the Purchaser, the Purchaser's liability for payment shall not arise until such time as the change has been duly approved and such approval communicated to the Purchaser.

20. Subcontracts

Add the following after clause 20.1:

- 20.2 The Supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not relieve the Supplier from any liability or obligation under the Contract.

21. Delays in the supplier's performance

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

- 21.2 If at any time during the performance of obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation, and may at his discretion extend the time for Delivery.

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

The Purchaser shall notify the Supplier in writing of his decision(s) in the above regard.

- 21.3 No provision in this Contract shall be deemed to prohibit the obtaining of Goods and/or Services from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods and/or Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, as a penalty, a sum as stated herein for each day of the delay until actual Delivery or performance.

The penalty for this contract shall be **R 3450.00 per day**

Add the following new clauses after clause 22.1:

- 22.2 The Purchaser shall, without prejudice to its other remedies under the contract, deduct from amounts payable, financial penalties as contained on the Preference Schedule for breaches of the conditions upon which preference points were awarded.
- 22.3 The Director: Water and Sanitation or his representative shall issue spot fines if the tenderer infringes on the specifications of the contract. The tenderer shall be advised in writing of the nature of the infringement and the amount of the spot fine. The tenderer shall also take the necessary steps (e.g. training) to prevent

a recurrence of the infringement.

- 22.4 The Tenderer is also advised that the imposition of spot fines does not replace any legal proceedings that the authorities, land owners and/ or members of the public may institute against the tenderer.
- 22.5 Spot fines shall be between R1 000 and R5 000, depending upon the severity of the infringement. The decision on the amount to be imposed will be made by the Director: Water and Sanitation or his representative and will be final.
- 22.6 In addition to the spot fine, the tenderer shall be required to make good any damage caused as a result of the infringement at his own expense. A preliminary list of infringements for which spot fines will be imposed can be found in Annexure K: Project Specific Health and Safety Specifications and Baseline Risk Assessment.
- 22.7 Additional fines as determined by the Director: Water and Sanitation or his representative can be added to the list described above. Spot fines will be deducted from the next invoice due to the Supplier (prior to the addition of valued added tax (VAT)) and will be indicated as such on the invoice.
- 22.8 Where the tenderer repeatedly infringes the contract (i.e. more than 3 cases of infringements) then the Director: Water and Sanitation or his Representative reserves the right to temporarily suspend the Supplier from participating in further works allocation procedures under the framework contract.
- 22.9 Penalties will be applicable if the Supplier fails to respond to an emergency call out within the prescribed time.

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

- d) If the Supplier fails to remedy the breach in terms of such notice

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the Supplier, the Contract may also be terminated:
- 23.8.1 Upon the death of the Supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 If the Parties, by mutual agreement, terminate the Contract.
- 23.8.3 If a material irregularity vitiates the procurement process leading to the conclusion of the Contract, rendering the procurement process and the conclusion of the resulting Contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).
- 23.8.4 Reputational risk or harm to the Purchaser

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

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

implicated in any SCM irregularity.

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

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:
- 26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or
- 26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.
- 26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Contract.

27. Settlement of Disputes

Amend 27.1 as follows:

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23 arises between the Purchaser and the Supplier in connection with or arising out of the Contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

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

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

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

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

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

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

28. Limitation of Liability

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

- (a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be

liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;

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

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following clause after Clause 34:

35. Reporting Obligations

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

36. Financial Management and Monthly Payment Claims

In order to promote good governance with respect to the Purchaser's Supply Chain Management Policy and supporting legislation, the CCT intends to exercise regular financial management of contracts to ensure alignment with planned expenditure and to avoid any irregular, unauthorised or wasteful expenditure.

Contract expenditure shall be monitored on a **monthly** basis through the submission of intended claims by the Supplier. The Supplier is required to submit completed claims, including all supporting documentation, **within 7 days of the Purchaser's request**. Only once the Purchaser has approved the intended claim amount shall the Service Provider be prompted to submit their invoice for process of payment. Should delays be anticipated in the delivery of payment information then the Supplier shall promptly notify the Purchaser, at least 3 days prior to the submission date, and a revised submission date shall be agreed upon.

Consequence management for failure of the Supplier to comply with the above requirements shall be addressed by the monthly Performance Monitoring.

37. Ambiguity

If an ambiguity or discrepancy is found in the contract, the order of precedence for the documents shall be in accordance with the following sequence.

- a) the Form of Offer and Acceptance
- b) the Special Conditions of Contract
- c) the General Conditions of Contract
- d) the Price Schedule
- e) the Specifications
- f) the Conditions of Tender

C.7 GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and

major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 'Day' means calendar day.

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

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

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

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

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

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

1.14 'GCC' means the General Conditions of Contract.

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

1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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

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

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

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

1.21 'Purchaser' means the organisation purchasing the goods.

1.22 'Republic' means the Republic of South Africa.

1.23 'SCC' means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 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.: 271S/2023/24

TENDER DESCRIPTION: MAINTENANCE OF SEWER PIPELINES

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

N/A

Annexure C - Pro Forma Performance Security/ Guarantee

GUARANTEE PERFORMANCE SECURITY

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

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

Amount in words:

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

Amount in words:

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

PERFORMANCE GUARANTEE

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Annexure D - Pro Forma Advance Payment Guarantee

N/A

Annexure E - Approved Financial Institution as at 28 February 2023

1.1 National Banks

ABSA Bank Limited
Firststrand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

1.2 International Banks (with branches in South Africa)

Barclays Bank PLC
Citibank NA
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JPMorgan Chase Bank
Societe Generale
Standard Chartered Bank

1.3 Insurance Companies

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

Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment

F.1.1 Where prices are subject to adjustment only the method prescribed in this tender document shall apply. If a tenderer proposes any alternative method of price adjustment, their tender offer will be considered to be non-responsive.

F.1.2 **Contract Price Adjustment Mechanism: ALL Items, except Provisional Sums, Community Liaison Officer, Disposal, and Security**

F.1.2.1 In the **first year** of the contract period (i.e. the first 12 months from the commencement date), the approved tendered rates shall remain **fixed** and shall not be subject to any contract price adjustment.

F.1.2.2 In the **second year** of the contract period (i.e. from month 13 to 24 from the commencement date), the first Contract Price Adjustment shall be applied.

F.1.2.3 In the **third year** of the contract period (i.e. from month 25 to 36 from the commencement date), the second Contract Price Adjustment shall be applied.

F.1.2.4 Subject to clauses F.1.2.1 to F.1.2.3 above, Contract Price Adjustments will be applied to the following items –

1.1	3.1	4.1	5.1	6.1	7.2	9.1	10.1	11.1	12.1
1.2	3.2	4.2	5.2	6.2		9.2	10.2	11.2	12.2
1.3	3.3	4.3	5.3			9.3	10.3	11.3	12.3
	3.4	4.4	5.4			9.4	10.4	11.4	12.4
	3.5	4.5	5.5			9.5	10.5	11.5	12.5

F.1.2.5 **90%** of the tendered rate shall be subject to adjustments based on the **average** Consumer Price Index (CPI), calculated from the base month to the applicable end month, in accordance with “**Table B2 – CPI headline year-on-year rates**” as published in the Statistical News Release, P0141: Table B – CPI headline of Statistics South Africa.

F.1.2.6 The indices shall be based on **December 2021 = 100**.

F.1.2.7 The **Base Month** shall be one month prior to the tender closing date.

F.1.2.8 Contract Price Adjustments will be applied annually after a **12 month cycle** in the following sequence –

<u>YEAR 1</u>	Commencement date to Month 12	No Contract Price Adjustment	-
<u>YEAR 2</u>	Month 13 - 24	1st Contract Price Adjustment – effective month 13 - 24	CPI factor = average $\sum$ (CPIBase month : CPIMonth 12)
<u>YEAR 3</u>	Month 25 - 36	2nd Contract Price Adjustment – effective month 25 - 36	CPI factor = average $\sum$ (CPIBase month : CPIMonth 24)

F.1.2.9 **10%** of the rate will remain fixed.

F.1.3 **Price Adjustment Mechanism: Provisional Sums**

Items 2.1 and 2.2 are provisional sum items which shall be determined by the CCT at works order stage (where applicable). No rates apply to these items and shall therefore not be adjusted.

F.1.4 **Price Adjustment Mechanism: Community Liaison Officer (CLO)**

Items 2.3 and 2.4 relate to the payment for the CLO (where applicable). The current rate per day payable to the CLO is **R460.00** and shall be subject to change based on the prescribed/regulated increases by the CCT.

F.1.5 **Price Adjustment Mechanism: Disposal at Vissershok Waste Management Facility**

Item 7.1 relates to the disposal of waste material at Vissershok Waste Management Facility. Tendered rates shall be based on the current disposal rate at the Vissershok Waste Management Facility and shall be subject to adjustment once per annum, effective on 1 July each calendar year, in direct proportion to any variation in this tariff as may be issued by the Vissershok Waste Management Facility. Documentary proof of price escalation from Vissershok Waste Management Facility (Pty) Ltd must be submitted.

The cost of chemical treatment of the sewage is deemed to have been included in the tendered rate for disposal and no additional payment shall be made in this regard (tenderer shall accommodate for changes in chemical treatment methods during the contract period).

F.1.6 **Price Adjustment Mechanism: PSIRA Security Guards** Items 8.1 – 8.6 are based on the current PSIRA rates and shall be subject to adjustment once per annum, effective on 1 March each calendar year, in direct proportion to any variation in the tariffs in accordance the Private Security Industry Regulatory Authority Guidelines.

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

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
 Account Holder: _____
 Financial Institution: _____
 Branch Code: _____
 Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

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

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

Schedule F.3: Declaration for Procurement above R10 million

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

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

YES		NO	
-----	--	----	--

If YES, submit audited annual financial statements:

- (i) For the past three years, or
(ii) Since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of Other Documents Attached by Tenderer Schedule**.

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

YES		NO	
-----	--	----	--

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

- 2.2 If YES, provide particulars:

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

YES		NO	
-----	--	----	--

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

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

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

YES		NO	
-----	--	----	--

If YES, furnish particulars below

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

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

Date

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

1. GENERAL CONDITIONS

1.1 The following preference point system is applicable to invitations to tender:

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

1.5 The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

The following definitions shall apply to this schedule:

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 90/10 PREFERENCE POINT SYSTEM

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

90/10

Where,

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

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	To be Completed by the Organ of State	To be Completed by the Tenderer
	Number of points Allocated (90/10 system)	Number of points claimed (90/10 system)
Gender	3	
Race	3	
Disability	1	
Promotion of Micro and Small Enterprises	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:

4.5 TYPE OF COMPANY/ FIRM

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

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

[Tick applicable box]

4.6

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

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

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

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

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

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
 - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 or higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
 - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
 - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
 - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
 - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
 - 1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.

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

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative: _____
 - 3.2 Identity Number: _____
 - 3.3 Position occupied in the Company (director, trustee, shareholder²): _____
 - 3.4 Company or Close Corporation Registration Number: _____
 - 3.5 Tax Reference Number: _____
 - 3.6 VAT Registration Number: _____
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars: _____
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars: _____
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars: _____
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars: _____
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.12.1 If yes, furnish particulars: _____

- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 3.13.1 If yes, furnish particulars: _____
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**
 3.14.1 If yes, furnish particulars: _____
- 3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the CCT in the past twelve months? **YES / NO**
 3.15.1 If yes, furnish particulars: _____
- 3.16 Do you have any employees who was in the service of the CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT's bid committees for this bid? **YES / NO**
 3.16.1 If yes, furnish particulars: _____

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

Full Name	Identity Number	State Employee Number

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

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

Signature _____

Print name: _____

Date _____

On behalf of the tenderer (duly authorised)

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

(a) a member of –

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

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

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

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

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

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

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

Schedule F.6: Conflict of Interest Declaration

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

YES		NO	
-----	--	----	--

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

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

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

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

YES		NO	
-----	--	----	--

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

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

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

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

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

Date

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

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

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

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

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

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

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

 Date

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

To: THE CITY MANAGER, City of Cape Town

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

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

Date

Schedule F.9: Certificate of Independent Tender Determination
--

I, the undersigned, in submitting this tender number []/2023/24 and tender description: **Maintenance of Sewer Pipelines** in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

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

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/o/r may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

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

Schedule F.10: Proposed Deviations And Qualifications By Tenderer

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

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

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

[illegible]

List relevant documentation attached in Schedule F.11 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) Proof of completion of relevant projects in the form of certificates of completion / completion letters etc. for relevant projects claimed by the tenderer – **Annexure H**
- b) CV's of ALL Key Staff - **Annexures I**
- c) Copy of Valid Code 10 Drivers license and a valid PDP for all Supervisors - **Annexures I**
- d) Proof of Registration and ownership of **all** Combination Super Sucker Units in the form of the Motor Vehicle Licence (MVL1) documents and Certificate of Registration (RC1) documents for each Combination Super Sucker Units - **Annexure J**.
- e) When considering leased plant, the tenderer must provide the Letter of Commitment /Intent from the leasing company with the listed combination super sucker units/ equipment available for rent, including the Motor Vehicle Licence documents and Certificate of Registration Documents per combination/ super sucker unit. The letter of Commitment /Intent must list this specific tender number and the duration of this project explicitly - **Annexure J**.

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

 Date

Schedule F.14: Appeal Application

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

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

annexure 'B'

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
receiving 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.

Schedule F.15: Evaluation Schedule – Plant and Equipment and Key Staff

PLANT AND EQUIPMENT

The tenderer is required to own or lease a minimum of **four (4) Combination Super Sucker Units** per REGION to be considered as a “Winner” for a respective region.

WINNER					
		Unit No. 1	Unit No. 2	Unit No. 3	Unit No. 4
Vehicle Make					
Vehicle Model					
Vehicle Year					
Vehicle Registration No.					
Vehicle Licence No.					
Jetting Pressure (at least 120Bar at 250l/min)					
Jetting Hose	Diameter (mm) (≥25mm)				
	Operational Length (m) (≥120m)				
	Power Driven in both clockwise and anti-clockwise direction? (Yes/No)				
	Volume (m³) (≥5m³)				
Debris Tank	Hydraulic rear door at minimum angle of 50°? (Yes/No)				
	Sealed container for wet and dry material? (Yes/No)				
	Suction Hose Diameter (mm) (≥150mm)				
Rate of Free Air Flow (≥556l/s)					

Tracker system (Yes or No)				
*Blower silencer or exhauster to maintain 75 decibels at 7m range? (Yes or No)				

*at least one (1) unit must have a blower silencer or exhauster to maintain 75 decibels at 7 meter range

ADDITIONAL UNITS (OPTIONAL)					
		Unit No. 5	Unit No. 6	Unit No. 7	Unit No. 8
Vehicle Make					
Vehicle Model					
Vehicle Year					
Vehicle Registration No.					
Vehicle Licence No.					
Jetting Pressure					
(at least 120Bar at 250l/min)					
Jetting Hose	Diameter (mm)				
	(≥25mm)				
	Operational Length (m)				
	(≥120m)				
	Power Driven in both clockwise and anti-clockwise direction?				
	(Yes/No)				
Debris Tank	Volume (m³)				
	(≥5m³)				
	Hydraulic rear door at minimum angle of 50°?				
	(Yes/No)				
	Sealed container for wet and dry material?				
	(Yes/No)				

Suction Hose Diameter (mm) (≥150mm)				
Rate of Free Air Flow (≥556l/s)				
Tracker system (Yes or No)				
*Blower silencer or exhauster to maintain 75 decibels at 7m range? (Yes or No)				

Note: Proof of registration and ownership of the above plant must be submitted for all units claimed above in the form of the Motor Vehicle Licence (MVL1) documents and Certificate of Registration (RC1) documents otherwise, it will not be considered as part of the evaluation. When considering leased plant, the tenderer must provide the Letter of Commitment /Intent from the leasing company with the listed combination super sucker units/ equipment available for rent, including the Motor Vehicle Licence documents and Certificate of Registration Documents per combination/ super sucker unit. The letter of Commitment /Intent must list this specific tender number and the duration of this project explicitly.

KEY STAFF

CV's for ALL key staff must be submitted as documentary proof.

1. SUPERVISOR

Each Supervisor must have acted as a Supervisor for a minimum of **two (2) years** on projects relating to the maintenance and cleaning of sewerage reticulation pipelines with diameters from 100mm up to and including 500mm (within the past 10 years).

Each Supervisor must have a valid Code 10 driver's license and a valid PDP and proof of such must be submitted. The tenderer must provide a **minimum of four (4) Supervisors** per REGION to be considered as a "Winner" for a respective region.

The tenderer shall set out in the schedule hereunder details of the Supervisors -

<u>SUPERVISOR (1)</u>		FULL NAME:			
		ID NO.....			
<u>PERMITS</u>					
Valid Code 10 Driver's License		Yes ☐ No ☐			
Valid PDP		Yes ☐ No ☐			
<u>EMPLOYMENT HISTORY</u> (to be listed in chronological order with reference to relevant experience only)					
Period of Employment (mm/yy to mm/yy)	Name of Employer	Employer's Details (contact number and email address)	Position Held	Project Description (clearly stipulate whether it included sewers and indicate pipe type and diameters)	Nature of Work Duties (include your role and plant operated)
Start date:					
End date:					
Start date:					
End date:					
Start date:					
End date:					

TOTAL NO. OF YEARS OF RELEVANT EXPERIENCE

SUPERVISOR (2)

FULL NAME:

ID NO.....

PERMITS

Valid Code 10 Driver's License

Yes ☐ No ☐

Valid PDP

Yes ☐ No ☐EMPLOYMENT HISTORY*(to be listed in chronological order with reference to relevant experience only)*

Period of Employment (mm/yy to mm/yy)	Name of Employer	Employer's Details (contact number and email address)	Position Held	Project Description (clearly stipulate whether it included sewers and indicate pipe type and diameters)	Nature of Work Duties (include your role and plant operated)
Start date:					
End date:					
Start date:					
End date:					
Start date:					
End date:					

TOTAL NO. OF YEARS OF RELEVANT EXPERIENCE

<u>SUPERVISOR (3)</u>		FULL NAME: ID NO:			
<u>PERMITS</u>					
Valid Code 10 Driver's License		Yes ☐ No ☐			
Valid PDP		Yes ☐ No ☐			
<u>EMPLOYMENT HISTORY</u>					
<i>(to be listed in chronological order with reference to relevant experience only)</i>					
Period of Employment (mm/yy to mm/yy)	Name of Employer	Employer's Details (contact number and email address)	Position Held	Project Description (clearly stipulate whether it included sewers and indicate pipe type and diameters)	Nature of Work Duties (include your role and plant operated)
Start date:					
End date:					
Start date:					
End date:					
Start date:					
End date:					
TOTAL NO. OF YEARS OF RELEVANT EXPERIENCE					

<u>SUPERVISOR (4)</u>		FULL NAME: ID NO:			
<u>PERMITS</u>					
Valid Code 10 Driver's License		Yes ☐ No ☐			
Valid PDP		Yes ☐ No ☐			
<u>EMPLOYMENT HISTORY</u>					
<i>(to be listed in chronological order with reference to relevant experience only)</i>					
Period of Employment (mm/yy to mm/yy)	Name of Employer	Employer's Details (contact number and email address)	Position Held	Project Description (clearly stipulate whether it included sewers and indicate pipe type and diameters)	Nature of Work Duties (include your role and plant operated)
Start date:					
End date:					
Start date:					
End date:					
Start date:					
End date:					
TOTAL NO. OF YEARS OF RELEVANT EXPERIENCE					

2. OPERATORS

Each Operator must have a minimum of **two (2) years** experience in the operation of Combination Units/ Super Suckers on projects relating to the maintenance and cleaning of sewerage reticulation pipelines with diameters from 100mm up to and including 500mm (within the past 10 years).

The tenderer must provide a **minimum of eight (8) Operators** per REGION to be considered as a “Winner” for a respective region.

The tenderer shall set out in the schedule hereunder details of the Operators -

<u>OPERATOR (1)</u>		FULL NAME: ID NO.			
<u>EMPLOYMENT HISTORY</u> <i>(to be listed in chronological order with reference to relevant experience only)</i>					
Period of Employment (mm/yy to mm/yy)	Name of Employer	Employer's Details (contact number and email address)	Position Held	Project Description (clearly stipulate whether it included sewers and indicate pipe type and diameters)	Nature of Work Duties (include your role and plant operated)
Start date:					
End date:					
Start date:					
End date:					
Start date:					
End date:					
TOTAL NO. OF YEARS OF RELEVANT EXPERIENCE					

<u>OPERATOR (2)</u>		FULL NAME: ID NO.....			
<u>EMPLOYMENT HISTORY</u> <i>(to be listed in chronological order with reference to relevant experience only)</i>					
Period of Employment (mm/yy to mm/yy)	Name of Employer	Employer's Details (contact number and email address)	Position Held	Project Description (clearly stipulate whether it included sewers and indicate pipe type and diameters)	Nature of Work Duties (include your role and plant operated)
Start date:					
End date:					
Start date:					
End date:					
Start date:					
End date:					
TOTAL NO. OF YEARS OF RELEVANT EXPERIENCE					

<u>OPERATOR (3)</u>		FULL NAME: ID NO.....			
<u>EMPLOYMENT HISTORY</u> <i>(to be listed in chronological order with reference to relevant experience only)</i>					
Period of Employment (mm/yy to mm/yy)	Name of Employer	Employer's Details (contact number and email address)	Position Held	Project Description (clearly stipulate whether it included sewers and indicate pipe type and diameters)	Nature of Work Duties (include your role and plant operated)
Start date:					
End date:					
Start date:					
End date:					
Start date:					
End date:					
TOTAL NO. OF YEARS OF RELEVANT EXPERIENCE					

<u>OPERATOR (4)</u>		FULL NAME: ID NO.....			
<u>EMPLOYMENT HISTORY</u> <i>(to be listed in chronological order with reference to relevant experience only)</i>					
Period of Employment (mm/yy to mm/yy)	Name of Employer	Employer's Details (contact number and email address)	Position Held	Project Description (clearly stipulate whether it included sewers and indicate pipe type and diameters)	Nature of Work Duties (include your role and plant operated)
Start date:					
End date:					
Start date:					
End date:					
Start date:					
End date:					
TOTAL NO. OF YEARS OF RELEVANT EXPERIENCE					

<u>OPERATOR (5)</u>		FULL NAME: ID NO.....			
<u>EMPLOYMENT HISTORY</u> <i>(to be listed in chronological order with reference to relevant experience only)</i>					
Period of Employment (mm/yy to mm/yy)	Name of Employer	Employer's Details (contact number and email address)	Position Held	Project Description (clearly stipulate whether it included sewers and indicate pipe type and diameters)	Nature of Work Duties (include your role and plant operated)
Start date:					
End date:					
Start date:					
End date:					
Start date:					
End date:					
TOTAL NO. OF YEARS OF RELEVANT EXPERIENCE					

<u>OPERATOR (6)</u>		FULL NAME: ID NO.			
EMPLOYMENT HISTORY <i>(to be listed in chronological order with reference to relevant experience only)</i>					
Period of Employment (mm/yy to mm/yy)	Name of Employer	Employer's Details (contact number and email address)	Position Held	Project Description (clearly stipulate whether it included sewers and indicate pipe type and diameters)	Nature of Work Duties (include your role and plant operated)
Start date:					
End date:					
Start date:					
End date:					
Start date:					
End date:					
TOTAL NO. OF YEARS OF RELEVANT EXPERIENCE					

<u>OPERATOR (7)</u>		FULL NAME: ID NO.....			
EMPLOYMENT HISTORY <i>(to be listed in chronological order with reference to relevant experience only)</i>					
Period of Employment (mm/yy to mm/yy)	Name of Employer	Employer's Details (contact number and email address)	Position Held	Project Description (clearly stipulate whether it included sewers and indicate pipe type and diameters)	Nature of Work Duties (include your role and plant operated)
Start date:					
End date:					
Start date:					
End date:					
Start date:					
End date:					
TOTAL NO. OF YEARS OF RELEVANT EXPERIENCE					

<u>OPERATOR (8)</u>		FULL NAME: ID NO.....			
<u>EMPLOYMENT HISTORY</u> <i>(to be listed in chronological order with reference to relevant experience only)</i>					
Period of Employment (mm/yy to mm/yy)	Name of Employer	Employer's Details (contact number and email address)	Position Held	Project Description (clearly stipulate whether it included sewers and indicate pipe type and diameters)	Nature of Work Duties (include your role and plant operated)
Start date:					
End date:					
Start date:					
End date:					
Start date:					
End date:					
TOTAL NO. OF YEARS OF RELEVANT EXPERIENCE					

Note:

1. The personnel listed under key staff above are expected to occupy their respective roles during the execution of works under the framework contract. Should any key staff member change during the framework contract period then the Purchaser shall request the CVs of new key staff who are required to meet the experiential benchmarks as set out in the tender data. The Purchaser shall reserve the right to withhold or reduce payment or suspend the works for failure to comply with the above requirement.
2. It is a strict requirement that each key staff proposed fulfills one position only. Should personnel be proposed for more than one position only the first position will be considered as part of the evaluation.
3. Certified copies of permits must be attached as evidentiary proof otherwise, it will not be considered as part of the evaluation.
4. Ambiguous, vague, or unclear statements submitted in the schedules above will not be considered.
5. The onus is on the tenderer to ensure that the contact details provided for the relevant Employers are correct as failure to do so may prejudice the assessment of the tenderer's experience.

Schedule F.16: Evaluation Schedule – Tenderer’s Experience

For quality assurance, the tenderer must have a minimum of **two (2) years of experience (within the past 10 years)** relating to the maintenance and cleaning of sewerage reticulation pipelines with diameters from 100mm up to and including 500mm.

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

The tenderer shall set out in the schedule hereunder details of the tenderer’s relevant experience -

NO.	DETAILS	
1	Contract No. & Brief Description of Work: Starting Date: End Date: Diameter of Pipeline(s): Role: (Principal/Sub-Contractor) Total Value of Contract awarded to you: R	Employer / Awarder of Contract: (Company / Institution) Contact Person at Employer: (First name or Initials, plus Surname) Telephone Number: Email:
2	Contract No. & Brief Description of Work: Starting Date: End Date: Diameter of Pipeline(s): Role: (Principal/Sub-Contractor) Total Value of Contract awarded to you: R	Employer / Awarder of Contract: (Company / Institution) Contact Person at Employer: (First name or Initials, plus Surname) Telephone Number: Email:
3	Contract No. & Brief Description of Work: Starting Date: End Date: Diameter of Pipeline(s): Role: (Principal/Sub-Contractor) Total Value of Contract awarded to you: R	Employer / Awarder of Contract: (Company / Institution) Contact Person at Employer: (First name or Initials, plus Surname) Telephone Number: Email:

	R _____	_____
4	Contract No. & Brief Description of Work: _____ _____ Starting Date: _____ End Date: _____ Diameter of Pipeline(s): _____ Role: _____ (Principal/Sub-Contractor) Total Value of Contract awarded to you: R _____	Employer / Awarder of Contract: _____ (Company / Institution) Contact Person at Employer: _____ (First name or Initials, plus Surname) Telephone Number: _____ Email: _____
5	Contract No. & Brief Description of Work: _____ _____ Starting Date: _____ End Date: _____ Diameter of Pipeline(s): _____ Role: _____ (Principal/Sub-Contractor) Total Value of Contract awarded to you: R _____	Employer / Awarder of Contract: _____ (Company / Institution) Contact Person at Employer: _____ (First name or Initials, plus Surname) Telephone Number: _____ Email: _____

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

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

Note:

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

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

.....
 Date

ANNEXURE G - REGION PREFERENCE SCHEDULE

Tenderers are required to indicate their preferred regions in the table below. It will be endeavoured to award regions of preference as per the tenderer's submission, however the tenderer's preference cannot be guaranteed. The Tenderer shall complete this Region Preference Schedule to indicate his preferred regions in order of precedence.

Preference	Region Number
First Region of Preference	
Second Region of Preference	
Third Region of Preference	
Fourth Region of Preference	

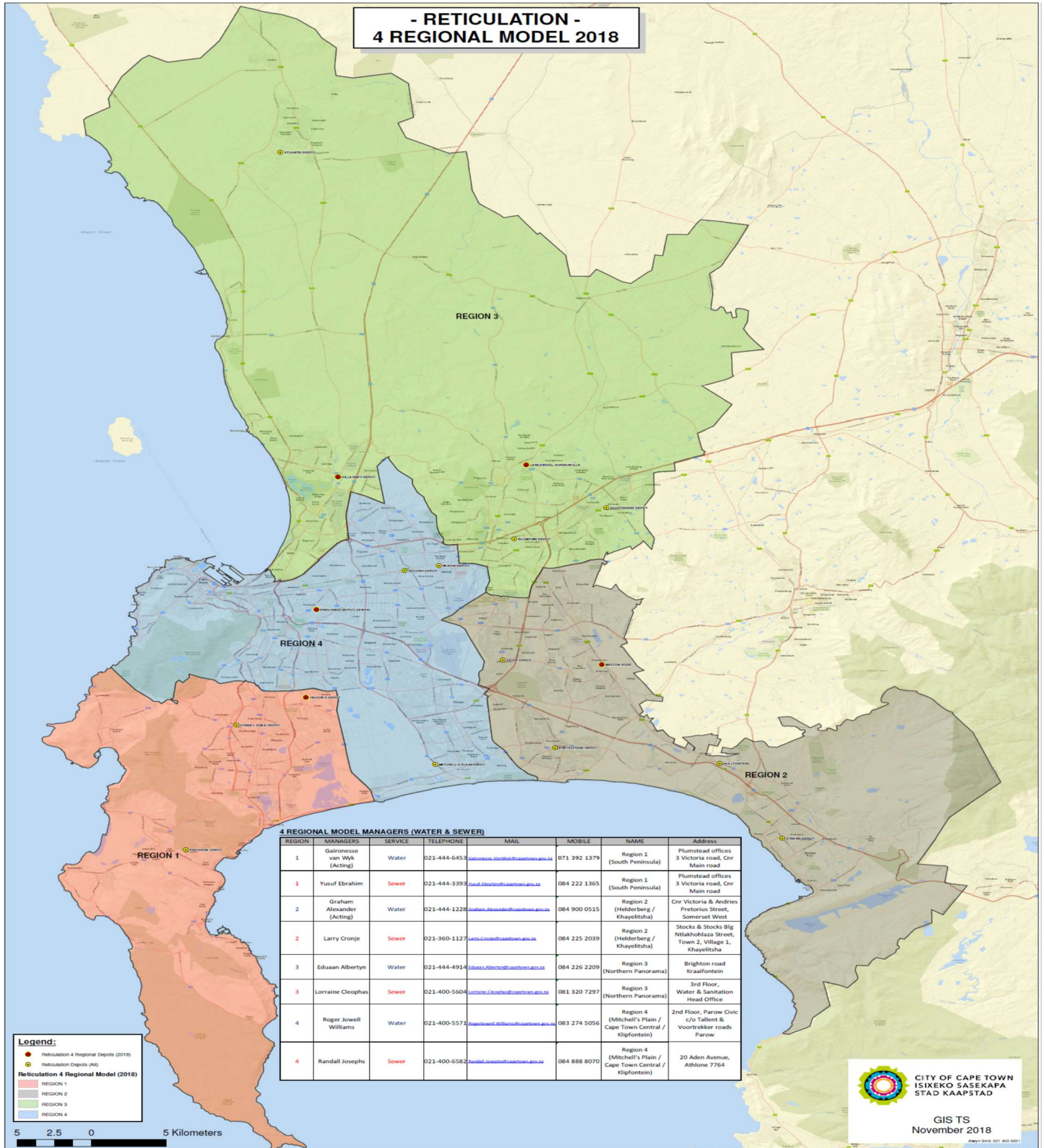
Region Number	Area	Work Areas
1	South	Refer to the drawing in ANNEXURE M for the boundaries of each region (where ambiguity exists as to the exact location of the boundary, i.e. if the boundary is shown as being directly on a road, then the boundary shall always be either to the north or the east of the road in question).
2	East	
3	North	
4	Central	

Region Number	Area	Previous Work Districts – (For information only)
1	South	District One (1) and Five (5) (South Peninsula)
2	East	District Three (3) (Khayelitsha) and Four (4) (Helderberg)
3	North	District Six (6) A and Six (6) B (Northern Panorama)
4	Central	District Seven (7) and Eight (8) (Mitchells Plain, Cape Town Central, Klipfontein)

ANNEXURE H – DAILY ACTIVITY SHEET

[illegible]

ANNEXURE I - REGIONAL AREA MAP



ANNEXURE J - WORKS ACCEPTANCE/REFUSAL FORM**271S/2023/24 : MAINTENANCE OF SEWER PIPELINES**

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

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

-
-
-
-

(To be listed by the Project Manager)

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

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

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

ACCEPT	☐	}	Tick applicable box
REFUSE	☐		

AUTHORISED PERSON

FOR THE SUPPLIER (NAME):

SIGNATURE:

DATE:.....

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

ANNEXURE K
PROJECT SPECIFIC HEALTH AND SAFETY SPECIFICATIONS AND BASELINE RISK ASSESSMENT

ANNEXURE L
ENVIRONMENTAL MANAGEMENT PROGRAMME – CITY OF CAPE TOWN

ANNEXURE M
EMERGENCY/UNPLANNED CONTRACTOR APPOINTMENT PROCESS

ANNEXURE N
PERFORMANCE MONITORING TEMPLATE