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

|  |
|--|
| <p><b>TENDER NO: 251S/2023/24</b></p> <p><b>TENDER DESCRIPTION: COMMUNITY BASED REFUSE COLLECTION AND AREA CLEANING IN INFORMAL SETTLEMENTS FOR THE CITY OF CAPE TOWN – AREAS 1 TO 8</b></p> <p><b>CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT</b></p> |
|--|

|                          |                     |
|--------------------------|---------------------|
| <b>CLOSING DATE</b>      | <b>10 June 2024</b> |
| <b>CLOSING TIME</b>      | <b>10:00 am</b>     |
| <b>TENDER BOX NUMBER</b> | <b>149</b>          |
| <b>TENDER FEE</b>        | <b>R200.00</b>      |

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.

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

| <b>NATURE OF TENDER OFFER (please indicate below)</b> |  |
|---|--|
| <b>Main Offer (see clause 2.2.11.1)</b>               |  |
| <b>Alternative Offer (see clause 2.2.11.1)</b>        |  |

|  |
|--|
| <b>TENDER SERIAL NO.:</b>                                |
| <b>SIGNATURES OF CCT OFFICIALS<br/>AT TENDER OPENING</b> |
| <b>1</b>   |
| <b>2</b>   |
| <b>3</b>   |

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# THE TENDER

## T.1 GENERAL TENDER INFORMATION

|   |   |   |
|---|---|---|
| <b>TENDER ADVERTISED</b>                          | : | <b>10 May 2024</b>  |
| <b>SITE VISIT/CLARIFICATION MEETING</b>           | : | Time: <b>09:00am</b> on Date: <b>29 May 2024</b><br>(Not Compulsory but strongly recommended)   |
| <b>VENUE FOR SITE VISIT/CLARIFICATION MEETING</b> | : | <a href="https://meet.capetown.gov.za/suhail.fortuin/J8528G5P">https://meet.capetown.gov.za/suhail.fortuin/J8528G5P</a>   |
| <b>TENDER BOX &amp; ADDRESS</b>                   | : | <b>Tender Box as per front cover</b> at the <b>Tender &amp; Quotation Boxes Office</b> , 2 <sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.  |
|   | : | The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement <b>“TENDER NO: 251S2023/24 COMMUNITY BASED REFUSE COLLECTION AND AREA CLEANING IN INFORMAL SETTLEMENTS FOR THE CITY OF CAPE TOWN - AREAS 1 TO 8</b> , the tender box number. And the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.<br>If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer’s responsibility to ensure that the tender is placed in either the original box or as alternatively instructed. |
| <b>CCT TENDER REPRESENTATIVE</b>                  | : | Name: Suhail Fortuin  |
| <b>Email</b>                                      | : | <a href="mailto:SupplyChainManagement.UWM@capetown.gov.za">SupplyChainManagement.UWM@capetown.gov.za</a>  |

**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 Contract and/or this tender and/or any applicable laws.**

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

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

#### 2.1.2 Interpretation

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

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

#### 2.1.3 Communication during tender process

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

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

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

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

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

#### 2.1.5 Procurement procedures

##### 2.1.5.1 General

The CCT intends to appoint a main tenderer per Area, and in addition "alternative tenderers" per area for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods or services, whereby the order will be offered and, if accepted, allocated and only if he refuses will the work be offered to the alternative tenderers.

Each main tenderer and each alternative tenderer may only be awarded a maximum of one area; however, the CCT reserves the right to offer a tenderer more than one area.

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

| Award Sequence | Dwelling Counts |
|----------------|-----------------|
| Area 7         | 77 562          |
| Area 6         | 67 454          |
| Area 5         | 49 439          |
| Area 4         | 44 850          |
| Area 8         | 44 572          |
| Area 3         | 28 030          |
| Area 2         | 19 425          |
| Area 1         | 13 326          |

##### 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:** 20<sup>th</sup> 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](mailto: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](mailto:Access2info.Act@capetown.gov.za)

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

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

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

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

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

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

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Annexure F.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, 2<sup>nd</sup> 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](http://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 behalf (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

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

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

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

## 2.2.1.1.4 Minimum score for functionality

| Evaluation Criteria          | Evaluation Area  | Breakdown of Evaluation Area                            | Points Allocation | Maximum Points |
|------------------------------|--|---|-------------------|----------------|
| Previous Relevant Experience | <b>Company's Relevant Experience:</b><br>1. Previous experience in waste management to be listed in Schedule F.13 with contactable references. (The relevant company reference letters are to be supplied, reference letters must not be more than 5 years old from the date of tender advertisement)  | < 2 year relevant experience                            | 0                 | 50             |
|                              |  | 2 to <3 years relevant experience                       | 25                |                |
|                              |  | 3 to 5years relevant experience                         | 35                |                |
|                              |  | >5 years relevant experience                            | 50                |                |
|                              | <b>Key Personnel:</b><br>1. The Operations Coordinator / Contract Lead / Operations Manager employed by the Bidder and must be operational during the contract must have managerial/operations experience in waste management as an Operations Manager / Contract Coordinator, Management / Project Management with a minimum NQF Level 6 qualification.<br><br>2. Tenderers to attach detailed CV showing relevant previous and current experience with contactable references listed in Schedule 13B.<br><br>3. <i>Key personal must be available to work on the Contract should the bidder be successful.</i><br><br>4. Bidders are to note that one key personal member is required per Area | < 2 year relevant experience, no relevant qualification | 0                 | 50             |
|                              |  | 2 to <3 years relevant experience with Qualification    | 25                |                |
|                              |  | 3 to 5 years relevant experience with Qualification     | 35                |                |
|                              |  | >5 years relevant experience with Qualification         | 50                |                |
| <b>Total</b>                 |  |   |                   | <b>100</b>     |

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

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

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

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

**Previous Company Experience**

Previous experience in waste management to be listed in Schedule F.13A with contactable references. **The relevant company reference letters are to be supplied, reference letters should not be more than 2 years old from the date of tender advertisement.**

### **Key Personnel**

The Operations Coordinator / Contract Lead / Operations Manager employed by the Bidder must have managerial/operations experience in waste management or waste management projects with a **minimum NQF Level 6 qualification in Management or Project Management**, Tenderers to attach detailed CV showing relevant previous and current experience with contactable references listed in Schedule F.13B. Bidders are to note scoring will not be completed should no CV of the required personnel be included. **Bidders are to note that one key personal member is required per Area.**

**Bidders tendering for multiple areas need to ensure that key personnel information is provided per tendered area. This needs to be listed in schedule F.13B.**

Key personnel will not be allowed to be replaced during the evaluation of the tender. If key personnel are to be replaced during contract implementation, it should be subject to approval by the CCT to ensure that the key personnel are of an equivalent (or better) standard in terms of qualification and experience.

**Tenderers are to note that company and key personnel previous and current experience are to be in line with the three main components of waste management which include:**

- Onsite handling storage and processing of waste
- Waste Collection
- Transfer and transportation of waste and waste recovery and final disposal

#### **2.2.1.1.5 Waste Management Accreditation**

All appointed service providers/contractors are required to be accredited as waste management service providers in terms of the City of Cape Town Integrated Waste Management bylaw. Contractors that do not comply with this requirement will not be able to provide waste management services. Accreditation must remain valid for the tenure of the contract. All bidders are therefore required to submit proof of accreditation, which accreditation must still be **valid at the time of award** of this tender. Bidders whose **accreditation is about to expire** are strongly encouraged to re-apply for accreditation as soon as possible. Bidders who are not currently accredited must apply for accreditation as follows:

To apply for accreditation as a waste management service provider, please email [Waste.Accreditation@capetown.gov.za](mailto:Waste.Accreditation@capetown.gov.za) or follow the link below for details:  
<http://web1.capetown.gov.za/web1/swma/>

***Tenderers are to note that in order to be declared responsive, the City of Cape Town will confirm the accreditation status of all tenderers who have complied with the responsive and functional criteria. This will be done by referring to the CCT list of accredited service providers on the City of Cape Town's accreditation data base.***

***All tenderers whose names do not appear on this list or whose accreditation is about to expire, will be requested to submit proof of accreditation, failure to submit such proof by due date will render the tenderer non responsive.***

#### **2.2.1.1.6 Basic Minimum Wages for Workers**

The basic minimum wages are to be met per category for workers as Per Sectorial Determination 1: Contract Cleaning Sector, Department of Labour.

#### **2.2.1.1.7 Provision of samples**

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

### **2.2.2 Cost of tendering**

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

### **2.2.3 Check documents**

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

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

### **2.2.4 Confidentiality and copyright of documents**

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

### **2.2.5 Reference documents**

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

### **2.2.6 Acknowledge and comply with notices**

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

### **2.2.7 Clarification meeting**

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

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

### **2.2.8 Seek clarification**

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

### **2.2.9 Pricing the tender offer**

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

### **2.2.10 Alterations to documents**

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

### **2.2.11 Alternative tender offers**

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

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

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

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

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

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

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

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

### **2.2.12 Submitting a tender offer**

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

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

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

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

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

separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

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

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

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

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

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

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

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

### **2.2.14 Closing time**

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

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

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

### **2.2.15 Tender offer validity and withdrawal of tenders**

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

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

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

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

withdrawal. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that:

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

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

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

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

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

#### **2.2.17 Provide other material**

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

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

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

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

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

### 2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

### 2.2.19 Certificates

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

#### 2.2.19.1. Preference Points for Specific Goals

In order to qualify for preference points for 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 the Preference Schedule for the full terms and conditions applicable to the awarding of preference points.

#### 2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must record its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

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

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

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

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

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

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

all in accordance with the Act, Regulations and Health and Safety Specification.

### **2.2.21 Claims arising from submission of tender**

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

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

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

## **2.3 The CCT's undertakings**

### **2.3.1 Respond to requests from the tenderer**

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

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

### **2.3.2 Issue Notices**

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

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

### **2.3.3 Opening of tender submissions**

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

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

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

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

### **2.3.4 two-envelope system**

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

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

### **2.3.5 Non-disclosure**

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

### **2.3.6 Grounds for rejection and disqualification**

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

### **2.3.7 Test for responsiveness**

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

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

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

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

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

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

### **2.3.8 Arithmetical errors, omissions and discrepancies**

**2.3.8.1** Check the responsive tenders for:

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

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

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

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

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

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

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

### **2.3.9 Clarification of a tender offer**

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

### **2.3.10 Evaluation of tender offers**

#### **2.3.10.1 General**

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

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

- a) If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages.
- b) If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year

one.

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

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

### **2.3.10.2 Decimal places**

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

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

**2.3.10.3.1** Points for price will be allocated in accordance with the formula set out in this clause based on the tender sum / amount as set out in the **Price Schedule (Part 5)**.

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

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

#### **2.3.10.3.4** Applicable formula:

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

Price shall be scored as follows:

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

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

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

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

| # | Specific goals allocated points  | Preference<br>Points (90/10)<br><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  | <b>Gender are women (ownership)*</b><br><br>>75% - 100% women ownership: 3 points<br>>50% - 75% women ownership: 2 points<br>>25% - 50% women ownership: 1 point<br>>0% - 25% women ownership: 0.5 point<br>0% women ownership = 0 points   | 3  | <ul style="list-style-type: none"> <li>Company Registration Certification</li> <li>Central Supplier Database report</li> </ul>  | <ul style="list-style-type: none"> <li>Issued by the Companies and Intellectual Property Commission</li> <li>Report name: CSD Registration report</li> </ul>  |
| 2  | <b>Race are black persons (ownership)*</b><br><br>>75% - 100% black ownership: 3 points<br>>50% - 75% black ownership: 2 points<br>>25% - 50% black ownership: 1 point<br>>0% - 25% black ownership: 0.5 point<br>0% black ownership = 0 points   | 3  | <ul style="list-style-type: none"> <li>B-BBEE certificate;</li> <li>Company Registration Certification</li> <li>Central Supplier Database report</li> </ul>                               | <ul style="list-style-type: none"> <li>South African National Accreditation System approved certificate or commissioned sworn affidavit</li> <li>Issued by the Companies and Intellectual Property Commission</li> <li>Report name: CSD Registration report</li> </ul>  |
| 3  | <b>Disability are disabled persons (ownership)*</b><br><br>WHO disability guideline<br>>2% ownership: 1 points<br>>0% - 2% ownership: 0.5 point<br>0% ownership = 0 point   | 1  | <ul style="list-style-type: none"> <li>Proof of disability</li> <li>Company Registration Certification</li> </ul>   | <ul style="list-style-type: none"> <li>Medical certificate/ South African Revenue Services disability registration</li> <li>Issued by the Companies and Intellectual Property Commission</li> </ul>   |
| <i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i> |   |    |   |   |
| 4  | <b>Promotion of Micro and Small Enterprises</b><br><i>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)</i><br><br><i>SME partnership, sub-contracting, joint venture or consortiums</i> | 3  | <ul style="list-style-type: none"> <li>B-BBEE status level of contributor;</li> <li>South African owned enterprises;</li> <li>Financial Statement to determine annual turnover</li> </ul> | <ul style="list-style-type: none"> <li>Specifically in line with the respective sector codes which the company operates,</li> <li>South African National Accreditation System approved certificate or commissioned sworn affidavit</li> <li>Certificate of incorporation or commissioned sworn affidavit</li> <li>Latest financial statements (1 Year)</li> </ul> |
| Total points   |   | 10 |   |   |

\*Ownership: main tendering entity

### 2.3.10.5 Risk Analysis

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

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

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

of the tender offer.

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

### **2.3.11 Negotiations with preferred tenderers**

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

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

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

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

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

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

### **2.3.12 Acceptance of tender offer**

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

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

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

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

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the CCT's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and
- e) is able, in the opinion of the CCT, to perform the contract free of conflicts of interest.

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

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

(inter alia):

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

**2.3.12.5** The CCT reserves the right to nominate an 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.



|   |   |   |
|---|---|---|
| <b>TENDER DOCUMENT<br/>GOODS AND SERVICES</b> |   | <br>CITY OF CAPE TOWN<br>ISIXEKO SASEKAPA<br>STAD KAAPSTAD |
| <b>SUPPLY CHAIN MANAGEMENT</b>                |   |   |
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**TENDER NO: 251S/2023/24**

**TENDER DESCRIPTION: COMMUNITY BASED REFUSE COLLECTION AND AREA CLEANING IN INFORMAL SETTLEMENTS FOR THE CITY OF CAPE TOWN – AREAS 1 TO 8**

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

## THE CONTRACT

| <b>THE CITY OF CAPE TOWN</b>   |  |
|--|--|
| 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 |  |
| <b>AUTHORISED REPRESENTATIVE</b>   |  |

AND

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

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

| <b>NATURE OF TENDER OFFER</b> (please indicate below) |  |
|---|--|
| <b>Main Offer</b> (see clause 2.2.11.1)               |  |
| <b>Alternative Offer</b> (see clause 2.2.11.1)        |  |



## C.2 FORM OF OFFER AND ACCEPTANCE

**TENDER: 251S/2023/24**

**TENDER DESCRIPTION: COMMUNITY BASED REFUSE COLLECTION AND AREA CLEANING IN INFORMAL SETTLEMENTS FOR THE CITY OF CAPE TOWN – AREAS 1 TO 8**

**CONTRACT PERIOD:**

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

**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 |

|   |
|---|
| <b>FORM OF OFFER AND ACCEPTANCE (continued)</b> |
|---|

**TENDER: 251S/2023/24**

**TENDER DESCRIPTION: COMMUNITY BASED REFUSE COLLECTION AND AREA  
CLEANING IN INFORMAL SETTLEMENTS FOR THE CITY OF CAPE TOWN – AREAS 1 TO 8**

**CONTRACT PERIOD:**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Witness 1 Signature  
Name and Surname:

\_\_\_\_\_  
Witness 2 Signature  
Name and Surname:

**FORM OF OFFER AND ACCEPTANCE (continued)**

**TENDER: 251S/2023/24**

**TENDER DESCRIPTION: COMMUNITY BASED REFUSE COLLECTION AND AREA CLEANING IN INFORMAL SETTLEMENTS FOR THE CITY OF CAPE TOWN – AREAS 1 TO 8**

**CONTRACT PERIOD:**

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

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

**Notes:**

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

1 Subject .....

Details .....

.....

.....

.....

.....

2 Subject .....

Details .....

.....

.....

.....

.....

3 Subject .....

Details .....

.....

.....

.....

.....

4 Subject .....

Details .....

.....

.....

.....

.....

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

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

**FORM OF OFFER AND ACCEPTANCE (continued)**

**TENDER: 251S/2023/24**

**TENDER DESCRIPTION: COMMUNITY BASED REFUSE COLLECTION AND AREA CLEANING IN INFORMAL SETTLEMENTS FOR THE CITY OF CAPE TOWN – AREAS 1 TO 8**

**CONTRACT PERIOD:**

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

**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 at ..... on the ..... day of ..... 20....

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Mandatory**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
for and on behalf of  
CCT

## C.4 PRICE SCHEDULE

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

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

**Pricing Instructions:**

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 The City reserves the right not to award more than one community based refuse collection tender to a tenderer who has been awarded a similar tender (refuse collection / area cleaning).
- 5.8 Tenderers are required to price for all Sections and items listed under a particular Area that they are tendering for, should Tenderers fail to price for all sections and items under a particular Area, they will be declared non-responsive for that particular area.
- 5.9 The tender will be evaluated on the **rate per dwelling for each area**, service providers are required to price for all sections and items listed under a particular area, should service providers fail to price all items under a particular area they will be declared non-responsive for that particular area.
- 5.10 Management and monitoring of the tender will be the responsibility of the Head: Contract Management.
- 5.11 Tenderer to submit a rate on all items for the Area which they are submitting a bid.

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

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

**PRICE SCHEDULE: AREA 1****13 326 DWELLINGS****BREAKDOWN OF MONTHLY COSTS: ALL COSTS TO BE EXCLUSIVE OF VAT**

|   | DESCRIPTION  | QUANTITY<br>REQUIRED | TOTAL MONTHLY COST<br>PER LINE ITEM<br>(Excl. VAT) |
|---|--|----------------------|--|
| ITEM  | <b>SECTION A: OPERATIONAL COSTS FOR COMMUNITY BASED REFUSE COLLECTIONS AND AREA CLEANING IN INFORMAL AREAS</b> |                      |  |
| 1   | <b>LABOUR COSTS</b>  |                      |  |
| 1.1   | Operations Manager/ Coordinator  | 1                    | R  |
| 1.2   | <b>CATEGORY A (MONDAY TO THURSDAY)</b>   |                      |  |
| 1.2.1   | Supervisor/s   | 7                    | R  |
| 1.2.2   | Workers  | 59                   | R  |
| 1.3   | <b>CATEGORY B (FRIDAY TO SUNDAY)</b>   |                      |  |
| 1.3.1   | Supervisor/s   | 7                    | R  |
| 1.3.2   | Workers  | 59                   | R  |
| 1.4   | <b>CATEGORY C: Periphery (MONDAY TO FRIDAY)</b>  |                      |  |
| 1.4.1   | Workers  | 8                    | R  |
| 2   | <b>RESOURCES</b>   |                      |  |
| 2.1   | Tools and Equipment ( See Annexure 1)  |                      | R  |
| 3   | <b>TRANSPORT</b>   |                      |  |
| 3.1   | Operation Manager/Coordinator's Transport  |                      | R  |
| 3.2   | Supervisor transport   |                      | R  |
| 4   | Overheads/Administration/Miscellaneous   |                      | R  |
| 5   | <b>TOTAL MONTHLY COSTS (EXCL VAT)</b>  |                      | R  |
| <b>RATE PER DWELLING = TOTAL MONTHLY COST (ALL ITEMS LISTED FROM 1 TO 4) DIVIDED BY NUMBER OF DWELLINGS I.E. 13 326 DWELLINGS</b> |  |                      | R  |

Successful Bidders are to submit invoices for the total no. of dwellings serviced for a particular month. CCT administrative officials are to verify the invoice. Successful bidders to be paid as follows:

No. of Dwellings Serviced during the month x Dwelling Rate = **Total Monthly Costs (Ex.Vat) payable by CCT**

**PERSONAL PROTECTIVE CLOTHING COSTS:**

| DESCRIPTION   | ESTIMATE COST FOR THE CONTRACT PERIOD (EXCL. VAT) |
|---|---|
| <b>OPERATIONAL COSTS FOR PERSONAL PROTECTIVE CLOTHING</b>   |   |
| <b>Protective Clothing</b> (As required in terms of the Occupational Health & Safety Act. All staff must also be provided with uniforms to ensure safety and easy identification) (As per Annexure 1) | R   |

The contractor will be required to purchase personal protective clothing at the commencement of the contract and in 13th month and 25th month of the contract term and submit the invoices to the CCT for reimbursement. Tenderers to note that the CCT will only reimburse the Tenderer once all personal protective clothing is purchased for all their staff, Therefore no part reimbursements will be made. Tenderers will have up to three months from the anniversary date to submit the claims. The invoice and the proof of purchase for the personal protective clothing must be submitted to the CCT. See Annexure 1.

**NOTE:**

1. **The monthly rates submitted as per the pricing schedule will be for providing the service to 13 326 dwellings.**
2. **The corrected rate (where applicable) per dwelling will be used for evaluation and award purposes.**
3. A rate per dwelling will be calculated by dividing the total monthly operational costs (as per the Pricing Schedule) by the number of dwellings indicated above.
4. The CCT of requires all contractors to comply with legislative requirements. Therefore, the minimum labour rate as determined by the Department of Labour for the Cleaning Sector as at closing of tender must be adhered to. **The total monthly rate for all categories for the worker as reflected in Annexure 2 will be calculated by using the 8 hours daily shift x number of days per category x 4.33 weeks in the month.**
5. In the event that it is necessary to hire additional temporary or permanent workers or supervisors, the rate per worker and supervisor as contained in the Pricing Schedule per category will be used for both a monthly rate and for the calculation of a daily rate. **The daily rate will be calculated by dividing the monthly rate by 4.33 weeks divided by number of days per category.**
6. **The rates as per the pricing schedule will be applicable to all the Informal Settlements to be serviced as reflected on Annexure 2.**

**Tools and Equipment (Schedule)**

**NOTE:**

The Tenderer shall state below what tools and equipment will be available for the work should he/she be allocated a contract. **(Per Annum)**.

| DESCRIPTION OF ITEM   | QUANTITY | COST IN RAND<br>(Excl.VAT) |
|---|----------|----------------------------|
| Flat Spade  | 61       | R _____                    |
| Hard Bristle Broom  | 24       | R _____                    |
| Rakes   | 61       | R _____                    |
| Removal of waste from dwellings to the container (Eg: 240 L Wheelie Bin or Wheelbarrow)   | 27       | R _____                    |
| <b>TOTAL PER ANNUM</b>  |          | R _____                    |
| <b>COST PER MONTH: <i>Total Cost Per Annum divided by 12 months (Cost to be inserted in Item 2.1 of the Pricing Schedule)</i></b> |          | R _____                    |

**ANNEXURE 1(cont.)**

**Personal Protective Clothing (Schedule)**

**NOTE:** This Schedule must be completed in full.

| DESCRIPTION OF ITEM | QUANTITY | COST IN RAND<br>(Excl.VAT) |
|---------------------|----------|----------------------------|
| Overalls            | 297      | R _____                    |
| Reflective Vests    | 149      | R _____                    |
| Heavy duty gloves   | 594      | R _____                    |
| Safety Shoes        | 149      | R _____                    |
| Rain Suits          | 149      | R _____                    |
| Gumboots            | 149      | R _____                    |

| LIST OF INFORMAL SETTLEMENTS TO BE SERVICED INCLUDING STAFFING REQUIREMENTS: AREA 1 |                                    |                              |   |   |  |  |                             |                             |
|---|------------------------------------|------------------------------|---|---|--|--|-----------------------------|-----------------------------|
| Name of Informal Settlement   | Total number of dwellings Serviced | INFORMAL SETTLEMENT CATEGORY | Category A  | Category B  | Category C Periphery                       | Total number of Workers to be employed | Supervisor Requirements     |                             |
|   |                                    |                              | No of 4 day a week workers to be employed (Monday - Thursday) | No of 3 day a week workers to be employed (Friday - Sunday) | Number of 5 day workers (Monday to Friday) |  | No of Supervisors Mon-Thurs | No of Supervisors Fri - Sun |
| Cata TRA (Cata)   | 16                                 | A                            | 1   | 1   |  | 2                                      | 7                           | 7                           |
| Egoli - Houtbay   | 41                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Hangberg  | 326                                | B                            | 1   | 1   |  | 2                                      |                             |                             |
| Hangberg Rental   | 103                                | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Hangberg Sloot 1  | 84                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Hangberg Sloot 2  | 112                                | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Imizamo Yethu / Dontseyakhe / Ymca1   | 2339                               | B                            | 7   | 7   | 2  | 16                                     |                             |                             |
| Imizamo Yethu 2   | 670                                | B                            | 2   | 2   |  | 4                                      |                             |                             |
| Kolobe Road   | 13                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Madiba Lane TRA (Madiba Lane)   | 32                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Masebulele Road   | 7                                  | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Masonwabe Road 1  | 18                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Masonwabe Road 2  | 22                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Mountain View   | 11                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Ntantala Road   | 24                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Rasta Camp - Ocean View   | 77                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Red Hill 1  | 673                                | B                            | 2   | 2   |  | 4                                      |                             |                             |
| Imizamo Yethu / Hugenote  | 2336                               | A                            | 7   | 7   | 2  | 16                                     |                             |                             |
| School Site - Masiphumelele   | 45                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Texas   | 35                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| TRA - Depot Site  | 539                                | B                            | 2   | 2   |  | 4                                      |                             |                             |
| TRA - Disa Site   | 265                                | A                            | 1   | 1   |  | 2                                      |                             |                             |
| TRA - Masiphumelele   | 940                                | B                            | 3   | 3   |  | 6                                      |                             |                             |
| Wetlands - Masiphumelele  | 3927                               | B                            | 11  | 11  | 4  | 26                                     |                             |                             |
| YMCA 2  | 552                                | B                            | 2   | 2   |  | 4                                      |                             |                             |
| Tra - Hangberg  | 29                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Tra - Triangle Site   | 0                                  | A                            | 0   | 0   |  | 0                                      |                             |                             |
| Dontse Yakhe 2  | 7                                  | A                            | 1   | 1   |  | 2                                      |                             |                             |

|                      |               |           |           |           |          |            |          |          |
|----------------------|---------------|-----------|-----------|-----------|----------|------------|----------|----------|
| Hangberg Invasions 2 | 7             | A         | 1         | 1         |          | 2          |          |          |
| Hangberg Invasions 3 | 18            | A         | 1         | 1         |          | 2          |          |          |
| Ovdt Property        | 35            | A         | 1         | 1         |          | 2          |          |          |
| A Mlangeni Avenue    | 23            | A         | 1         | 1         |          | 2          |          |          |
|                      | <b>13 326</b> | <b>32</b> | <b>59</b> | <b>59</b> | <b>8</b> | <b>126</b> | <b>7</b> | <b>7</b> |

\*The number of informal settlements will be revised as and when required by the CCT.

## PRICE SCHEDULE: AREA 2

### 19 425 DWELLINGS

#### BREAKDOWN OF MONTHLY COSTS: ALL COSTS TO BE EXCLUSIVE OF VAT

|   | DESCRIPTION   | QUANTITY<br>REQUIRED | TOTAL MONTHLY COST<br>PER LINE ITEM<br>(Excl. VAT) |
|---|---|----------------------|--|
| ITEM  | <b>OPERATIONAL COSTS FOR COMMUNITY BASED REFUSE COLLECTIONS AND AREA CLEANING IN INFORMAL AREAS</b> |                      |  |
| 1   | <b>LABOUR COSTS</b>   |                      |  |
| 1.1   | Operations Manager/ Coordinator   | 1                    | R  |
| 1.2   | <b>CATEGORY A (MONDAY TO THURSDAY)</b>  |                      |  |
| 1.2.1   | Supervisor/s  | 13                   | R  |
| 1.2.2   | Workers   | 100                  | R  |
| 1.3   | <b>CATEGORY B (FRIDAY TO SUNDAY)</b>  |                      |  |
| 1.3.1   | Supervisor/s  | 13                   | R  |
| 1.3.2   | Workers   | 100                  | R  |
| 1.4   | <b>CATEGORY C: Periphery (MONDAY TO FRIDAY)</b>   |                      |  |
| 1.4.1   | Workers   | 12                   | R  |
| 2   | <b>RESOURCES</b>  |                      |  |
| 2.1   | Tools and Equipment ( See Annexure 1)   |                      | R  |
| 3   | <b>TRANSPORT</b>  |                      |  |
| 3.1   | Operation Manager/Coordinator's Transport   |                      | R  |
| 3.2   | Supervisor transport  |                      | R  |
| 4   | Overheads/Administration/Miscellaneous  |                      | R  |
| 5   | <b>TOTAL MONTHLY COSTS (EXCL VAT)</b>   |                      | R  |
| <b>RATE PER DWELLING = TOTAL MONTHLY COST (ALL ITEMS LISTED FROM 1 TO 4) DIVIDED BY NUMBER OF DWELLINGS I.E. 19 425 DWELLINGS</b> |   |                      | R  |

Successful Bidders are to submit invoices for the total no. of dwellings serviced for a particular month. CCT administrative officials are to verify the invoice. Successful bidders to be paid as follows:

No. of Dwellings Serviced during the month x Dwelling Rate = **Total Monthly Costs (Ex.Vat) payable by CCT**

**PERSONAL PROTECTIVE CLOTHING COSTS:**

| DESCRIPTION   | ESTIMATE COST FOR THE CONTRACT PERIOD (EXCL. VAT) |
|---|---|
| <b>OPERATIONAL COSTS FOR PERSONAL PROTECTIVE CLOTHING</b>   |   |
| <b>Protective Clothing</b> (As required in terms of the Occupational Health & Safety Act. All staff must also be provided with uniforms to ensure safety and easy identification) (As per Annexure 1) | R   |

The contractor will be required to purchase personal protective clothing at the commencement of each year of the contract term and submit the invoices to the CCT for reimbursement. Tenderers to note that the CCT will only reimburse the Tenderer once all personal protective clothing is purchased for all their staff, Therefore no part reimbursements will be made. Tenderers will have up to three months from the anniversary date to submit the claims. The invoice and the proof of purchase for the personal protective clothing must be submitted to the CCT. See Annexure 1.

**NOTE:**

1. **The monthly rates submitted as per the pricing schedule will be for providing the service to 19 425 dwellings.**
2. **The corrected rate (where applicable) per dwelling will be used for evaluation and award purposes.**
3. A rate per dwelling will be calculated by dividing the total monthly operational costs (as per the Pricing Schedule) by the number of dwellings indicated above.
4. The CCT of requires all contractors to comply with legislative requirements. Therefore, the minimum labour rate as determined by the Department of Labour for the Cleaning Sector as at closing of tender must be adhered to. **The total monthly rate for all categories for the worker as reflected in Annexure 2 will be calculated by using the 8 hours daily shift x number of days per category x 4.33 weeks in the month.**
5. In the event that it is necessary to hire additional temporary or permanent workers or supervisors , the rate per worker and supervisor as contained in the Pricing Schedule per category will be used for both a monthly rate and for the calculation of a daily rate. **The daily rate will be calculated by dividing the monthly rate by 4.33 weeks divided by number of days per category.**
6. **The rates as per the pricing schedule will be applicable to all the Informal Settlements to be serviced as reflected on Annexure 2.**

**Tools and Equipment (Schedule)**

**NOTE:**

The Tenderer shall state below what tools and equipment will be available for the work should he/she be allocated a contract. **(Per Annum)**.

| DESCRIPTION OF ITEM   | QUANTITY | COST IN RAND<br>(Excl.VAT) |
|---|----------|----------------------------|
| Flat Spade  | 106      | R _____                    |
| Hard Bristle Broom  | 42       | R _____                    |
| Rakes   | 106      | R _____                    |
| Removal of waste from dwellings to the container (Eg: 240 L Wheelie Bin or Wheelbarrow)   | 43       | R _____                    |
| <b>TOTAL PER ANNUM</b>  |          | R _____                    |
| <b>COST PER MONTH: <i>Total Cost Per Annum divided by 12 months (Cost to be inserted in Item 2.1 of the Pricing Schedule)</i></b> |          | R _____                    |

**ANNEXURE 1(cont.)**

**Personal Protective Clothing (Schedule)**

**NOTE:** This Schedule must be completed in full.

| DESCRIPTION OF ITEM | QUANTITY | COST IN RAND<br>(Excl.VAT) |
|---------------------|----------|----------------------------|
| Overalls            | 524      | R _____                    |
| Reflective Vests    | 262      | R _____                    |
| Heavy duty gloves   | 1 047    | R _____                    |
| Safety Shoes        | 262      | R _____                    |
| Rain Suits          | 262      | R _____                    |
| Gumboots            | 262      | R _____                    |

## ANNEXURE 2

**LIST OF INFORMAL SETTLEMENTS TO BE SERVICED INCLUDING STAFFING  
REQUIREMENTS: AREA 2**

| Name of Informal Settlement  | Total number of dwellings Serviced | INFORMAL SETTLEMENT CATEGORY | Category A  | Category B  | Category C Periphery                       | Total number of Workers to be employed | Supervisor Requirements     |                             |
|------------------------------|------------------------------------|------------------------------|---|---|--|--|-----------------------------|-----------------------------|
|                              |                                    |                              | No of 4 day a week workers to be employed (Monday - Thursday) | No of 3 day a week workers to be employed (Friday - Sunday) | Number of 5 day workers (Monday to Friday) |  | No of Supervisors Mon-Thurs | No of Supervisors Fri - Sun |
| 7de Laan - Strandfontein     | 100                                | A                            | 1   | 1   |  | 2                                      | 13                          | 13                          |
| Acacia Road                  | 69                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Berg Street                  | 98                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Bonny Town Bush              | 149                                | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Canal Walk                   | 25                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| China Town                   | 28                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| City Mission - Strandfontein | 19                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| De Waal Road                 | 22                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Egoli - Philippi             | 385                                | B                            | 2   | 2   |  | 4                                      |                             |                             |
| Engen                        | 14                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Flora Road - Retreat         | 33                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Freedom Park - Ottery        | 157                                | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Hadjie Ebrahim Crescent      | 77                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Heights Block 11             | 7                                  | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Hood Road                    | 11                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Jabula                       | 95                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Jim Se Bos                   | 585                                | B                            | 2   | 2   |  | 4                                      |                             |                             |
| Joe Slovo                    | 4635                               | C                            | 13  | 13  | 5  | 31                                     |                             |                             |
| Joe Slovo North              | 199                                | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Kampies                      | 138                                | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Kapteinsklip                 | 44                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Knole Park                   | 29                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Koekoe Town                  | 26                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Lake Road - Grassy Park      | 32                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Langa Sportsfield            | 20                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Maitland Cemetery            | 41                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Masinedane Camp              | 127                                | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Military Heights             | 100                                | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Military Road - Bo Kaap      | 24                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Mocke Road                   | 80                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |

|                              |               |           |            |            |           |            |           |           |
|------------------------------|---------------|-----------|------------|------------|-----------|------------|-----------|-----------|
| Overcome Heights             | 2221          | B         | 7          | 7          | 2         | 16         |           |           |
| Pook Se Bos                  | 210           | A         | 1          | 1          |           | 2          |           |           |
| Riemvasmaak                  | 1175          | B         | 4          | 4          | 1         | 9          |           |           |
| Rondevelei                   | 26            | A         | 1          | 1          |           | 2          |           |           |
| Royal Plakkers Kamp          | 19            | A         | 1          | 1          |           | 2          |           |           |
| Siqalo                       | 3134          | B         | 9          | 9          | 3         | 21         |           |           |
| Sixth Avenue - Kensington    | 120           | A         | 1          | 1          |           | 2          |           |           |
| Smallville TRA (Smallville)  | 65            | A         | 1          | 1          |           | 2          |           |           |
| Springfield Road             | 33            | A         | 1          | 1          |           | 2          |           |           |
| Van Der Meulen Street        | 9             | A         | 1          | 1          |           | 2          |           |           |
| Village Heights              | 595           | B         | 2          | 2          |           | 4          |           |           |
| Vygieskraal                  | 277           | B         | 1          | 1          |           | 2          |           |           |
| Wash House Quarry            | 59            | A         | 1          | 1          |           | 2          |           |           |
| Wingfield Camp               | 16            | A         | 1          | 1          |           | 2          |           |           |
| Wingfield Camp 2             | 11            | A         | 1          | 1          |           | 2          |           |           |
| Wingfield Camp 3             | 36            | A         | 1          | 1          |           | 2          |           |           |
| Zille Rain                   | 7             | A         | 1          | 1          |           | 2          |           |           |
| Zone 2 (Langa / Thabo Mbeki) | 99            | A         | 1          | 1          |           | 2          |           |           |
| Epping Market                | 21            | A         | 1          | 1          |           | 2          |           |           |
| Intersite Tra                | 1087          | B         | 4          | 4          | 1         | 9          |           |           |
| Langa - Tra                  | 284           | A         | 1          | 1          |           | 2          |           |           |
| Wash House Quarry 2          | 3             | A         | 1          | 1          |           | 2          |           |           |
| Stables                      | 8             | A         | 1          | 1          |           | 2          |           |           |
| Playground                   | 158           | A         | 1          | 1          |           | 2          |           |           |
| Intersite Invasion 1         | 886           | B         | 3          | 3          |           | 6          |           |           |
| Bennie Street Erf 3788 Langa | 168           | A         | 1          | 1          |           | 2          |           |           |
| Overcome Heights Extension   | 138           | A         | 1          | 1          |           | 2          |           |           |
| Overcome Heights Extension 2 | 42            | A         | 1          | 1          |           | 2          |           |           |
| Ida - Freedom Park-Ottery    | 169           | A         | 1          | 1          |           | 2          |           |           |
| Main Road - Observatory      | 20            | A         | 1          | 1          |           | 2          |           |           |
| Slangetjebos                 | 960           | B         | 3          | 3          |           | 6          |           |           |
|                              | <b>19 425</b> | <b>61</b> | <b>100</b> | <b>100</b> | <b>12</b> | <b>212</b> | <b>13</b> | <b>13</b> |

\*The number of informal settlements will be revised as and when required by the CCT.

**PRICE SCHEDULE: AREA 3****28 030 DWELLINGS****BREAKDOWN OF MONTHLY COSTS: ALL COSTS TO BE EXCLUSIVE OF VAT**

|   | DESCRIPTION   | QUANTITY<br>REQUIRED | TOTAL MONTHLY COST<br>PER LINE ITEM<br>(Excl. VAT) |
|---|---|----------------------|--|
| ITEM  | <b>OPERATIONAL COSTS FOR COMMUNITY BASED REFUSE COLLECTIONS AND AREA<br/>CLEANING IN INFORMAL AREAS</b> |                      |  |
| 1   | <b>LABOUR COSTS</b>   |                      |  |
| 1.1   | Operations Manager/ Coordinator   | 1                    | R  |
| 1.2   | <b>CATEGORY A (MONDAY TO THURSDAY)</b>  |                      |  |
| 1.2.1   | Supervisor/s  | 15                   | R  |
| 1.2.2   | Workers   | 117                  | R  |
| 1.3   | <b>CATEGORY B (FRIDAY TO SUNDAY)</b>  |                      |  |
| 1.3.1   | Supervisor/s  | 15                   | R  |
| 1.3.2   | Workers   | 117                  | R  |
| 1.4   | <b>CATEGORY C: Periphery (MONDAY TO FRIDAY)</b>   |                      |  |
| 1.4.1   | Workers   | 17                   | R  |
| 2   | <b>RESOURCES</b>  |                      |  |
| 2.1   | Tools and Equipment ( See Annexure 1)   |                      | R  |
| 3   | <b>TRANSPORT</b>  |                      |  |
| 3.1   | Operation Manager/Coordinator's Transport   |                      | R  |
| 3.2   | Supervisor transport  |                      | R  |
| 4   | Overheads/Administration/Miscellaneous  |                      | R  |
| 5   | <b>TOTAL MONTHLY COSTS (EXCL VAT)</b>   |                      | R  |
| <b>RATE PER DWELLING = TOTAL MONTHLY COST (ALL ITEMS LISTED FROM 1 TO 4) DIVIDED BY NUMBER OF DWELLINGS I.E. 28 030 DWELLINGS</b> |   |                      | R  |

Successful Bidders are to submit invoices for the total no. of dwellings serviced for a particular month. CCT administrative officials are to verify the invoice. Successful bidders to be paid as follows:

No. of Dwellings Serviced during the month x Dwelling Rate = **Total Monthly Costs (Ex.Vat) payable by CCT**

**PERSONAL PROTECTIVE CLOTHING COSTS:**

| DESCRIPTION   | ESTIMATE COST FOR THE CONTRACT PERIOD (EXCL. VAT) |
|---|---|
| <b>OPERATIONAL COSTS FOR PERSONAL PROTECTIVE CLOTHING</b>   |   |
| <b>Protective Clothing</b> (As required in terms of the Occupational Health & Safety Act. All staff must also be provided with uniforms to ensure safety and easy identification) (As per Annexure 1) | R   |

The contractor will be required to purchase personal protective clothing at the commencement of each year of the contract term and submit the invoices to the CCT for reimbursement. Tenderers to note that the CCT will only reimburse the Tenderer once all personal protective clothing is purchased for all their staff, Therefore no part reimbursements will be made. Tenderers will have up to three months from the anniversary date to submit the claims. The invoice and the proof of purchase for the personal protective clothing must be submitted to the CCT. Refer to Annexure 1 for protective clothing required per area.

**NOTE:**

1. **The monthly rates submitted as per the pricing schedule will be for providing the service to 28 030 dwellings.**
2. **The corrected rate (where applicable) per dwelling will be used for evaluation and award purposes.**
3. A rate per dwelling will be calculated by dividing the total monthly operational costs (as per the Pricing Schedule) by the number of dwellings indicated above.
4. The CCT of requires all contractors to comply with legislative requirements. Therefore, the minimum labour rate as determined by the Department of Labour for the Cleaning Sector as at closing of tender must be adhered to. **The total monthly rate for all categories for the worker as reflected in Annexure 2 will be calculated by using the 8 hours daily shift x number of days per category x 4.33 weeks in the month.**
5. In the event that it is necessary to hire additional temporary or permanent workers or supervisors , the rate per worker and supervisor as contained in the Pricing Schedule per category will be used for both a monthly rate and for the calculation of a daily rate. **The daily rate will be calculated by dividing the monthly rate by 4.33 weeks divided by number of days per category.**
6. **The rates as per the pricing schedule will be applicable to all the Informal Settlements to be serviced as reflected on Annexure 2.**

**Tools and Equipment (Schedule)**

**NOTE:**

This Schedule must be completed in full. If further space is required, the detail can be provided on a separate sheet

The Tenderer shall state below what tools and equipment will be available for the work should he/she be allocated a contract. **(Per Annum)**.

| DESCRIPTION OF ITEM   | QUANTITY | COST IN RAND<br>(Excl.VAT) |
|---|----------|----------------------------|
| Flat Spade  | 125      | R _____                    |
| Hard Bristle Broom  | 50       | R _____                    |
| Rakes   | 125      | R _____                    |
| Removal of waste from dwellings to the container (Eg: 240 L Wheelie Bin or Wheelbarrow)   | 48       | R _____                    |
| <b>TOTAL PER ANNUM</b>  |          | R _____                    |
| <b>COST PER MONTH: <i>Total Cost Per Annum divided by 12 months (Cost to be inserted in Item 2.1 of the Pricing Schedule)</i></b> |          | R _____                    |

**ANNEXURE 1(cont.)**

**Personal Protective Clothing (Schedule)**

**NOTE:** This Schedule must be completed in full.

| DESCRIPTION OF ITEM | QUANTITY | COST IN RAND<br>(Excl.VAT) |
|---------------------|----------|----------------------------|
| Overall             | 616      | R _____                    |
| Reflective Vests    | 308      | R _____                    |
| Heavy duty gloves   | 1 232    | R _____                    |
| Safety Shoes        | 308      | R _____                    |
| Rain Suits          | 308      | R _____                    |
| Gumboots            | 308      | R _____                    |

LIST OF INFORMAL SETTLEMENTS TO BE SERVICED INCLUDING STAFFING  
REQUIREMENTS: **AREA 3**

| Name of Informal Settlement          | Total number of dwellings Serviced | INFORMAL SETTLEMENT CATEGORY | Category A  | Category B  | Category C Periphery                       | Total number of Workers to be employed | Supervisor Requirements     |                           |
|--------------------------------------|------------------------------------|------------------------------|---|---|--|--|-----------------------------|---------------------------|
|                                      |                                    |                              | No of 4 day a week workers to be employed (Monday - Thursday) | No of 3 day a week workers to be employed (Friday - Sunday) | Number of 5 day workers (Monday to Friday) |  | No of Supervisors Mon-Thurs | No of Supervisors Fri-Sun |
| Bekela 1                             | 129                                | A                            | 1   | 1   |  | 2                                      | 15                          | 15                        |
| Bekela 2 (Damasco)                   | 48                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Better Life - Du Noon                | 40                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Blouberg Sands                       | 28                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Business Site - Du Noon              | 183                                | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Dassenberg Drive (Atlantis Tip Site) | 24                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Doornbach                            | 5462                               | B                            | 16  | 16  | 5  | 37                                     |                             |                           |
| Damasco                              | 142                                | A                            | 1   | 1   |  |  |                             |                           |
| Du Noon Small Farmers                | 113                                | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Dumani Street                        | 59                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Ekhuphumleni                         | 162                                | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Ekupholweni                          | 855                                | B                            | 3   | 3   |  | 6                                      |                             |                           |
| Ekuphumleni - Du Noon 1              | 2397                               | A                            | 7   | 7   | 2  | 16                                     |                             |                           |
| Ekuphumleni - Milnerton              | 329                                | B                            | 1   | 1   |  | 2                                      |                             |                           |
| Ekuphumleni 2 - Du Noon              | 204                                | B                            | 1   | 1   |  | 2                                      |                             |                           |
| Ekuphumleni 3 - Du Noon              | 188                                | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Ezulwini                             | 17                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Holding Site 1 - Du Noon             | 96                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Holding Site 2 - Du Noon             | 156                                | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Holding Site 3 - Du Noon             | 149                                | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Ithembeni 2                          | 266                                | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Khuyasa                              | 124                                | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Klein Zoute Rivier                   | 41                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Marikana - Milnerton                 | 224                                | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Mchiniwham                           | 386                                | B                            | 2   | 2   |  | 4                                      |                             |                           |
| Mkanini                              | 16                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Pella                                | 25                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Phillidelphia                        | 36                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Rasta Camp - Atlantis                | 9                                  | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Robben Island                        | 75                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Rondeberg                            | 22                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |

|                                      |               |           |            |            |           |            |           |           |
|--------------------------------------|---------------|-----------|------------|------------|-----------|------------|-----------|-----------|
| School Site - Du Noon                | 1121          | B         | 4          | 4          | 1         | 9          |           |           |
| Sinithemba                           | 87            | A         | 1          | 1          |           | 2          |           |           |
| Siyahlala - Du Noon                  | 2010          | B         | 6          | 6          | 2         | 14         |           |           |
| Siyahlala - Joe Slovo: Milnerton     | 165           | A         | 1          | 1          |           | 2          |           |           |
| TRA - Du Noon (New Rest Du Noon TRA) | 111           | B         | 1          | 1          |           | 2          |           |           |
| Du Noon Tra                          | 563           | A         | 2          | 2          |           | 4          |           |           |
| VredelustFarm                        | 42            | A         | 1          | 1          |           | 2          |           |           |
| Witsand                              | 4666          | B         | 13         | 13         | 5         | 31         |           |           |
| Witsand Infills 1                    | 69            | A         | 1          | 1          |           | 2          |           |           |
| Witsand Infills 2                    | 31            | A         | 1          | 1          |           | 2          |           |           |
| Witsand Infills 3                    | 76            | A         | 1          | 1          |           | 2          |           |           |
| Witsand Infills 4                    | 34            | A         | 1          | 1          |           | 2          |           |           |
| Ida - Wolwerivier                    | 552           | B         | 2          | 2          |           | 4          |           |           |
| Sqalo                                | 196           | A         | 1          | 1          |           | 2          |           |           |
| Ekuphumleni - Milnerton: Extention   | 66            | A         | 1          | 1          |           | 2          |           |           |
| Siyabangena                          | 646           | B         | 2          | 2          |           | 4          |           |           |
| Phillidelphia 2                      | 8             | A         | 1          | 1          |           | 2          |           |           |
| Eloxulweni                           | 1440          | B         | 4          | 4          | 1         | 9          |           |           |
| Milnerton Malema lfs                 | 5             | A         | 1          | 1          |           | 2          |           |           |
| Witsand Invasion 1                   | 694           | B         | 2          | 2          |           | 4          |           |           |
| Wolwerivier Extension                | 54            | A         | 1          | 1          |           | 2          |           |           |
| Siyahlala Rail                       | 81            | A         | 1          | 1          |           | 2          |           |           |
| Newlands 2                           | 344           | B         | 1          | 1          |           | 2          |           |           |
| Zwe Zwe - Du Noon                    | 1449          | B         | 5          | 5          | 1         | 11         |           |           |
| Newlands 1                           | 939           | B         | 3          | 3          |           | 6          |           |           |
| Witsand Invasion 2                   | 239           | B         | 1          | 1          |           | 2          |           |           |
| Mnandi Road                          | 18            | A         | 1          | 1          |           | 2          |           |           |
| Endlovini                            | 211           | B         | 1          | 1          |           | 2          |           |           |
| Riverside                            | 108           | A         | 1          | 1          |           | 2          |           |           |
|                                      | <b>28 030</b> | <b>60</b> | <b>117</b> | <b>117</b> | <b>17</b> | <b>249</b> | <b>15</b> | <b>15</b> |

\*The number of informal settlements will be revised as and when required by the CCT.

**PRICE SCHEDULE: AREA 4****44 850 DWELLINGS****BREAKDOWN OF MONTHLY COSTS: ALL COSTS TO BE EXCLUSIVE OF VAT**

|   | DESCRIPTION   | QUANTITY<br>REQUIRED | TOTAL MONTHLY COST<br>PER LINE ITEM<br>(Excl. VAT) |
|---|---|----------------------|--|
| ITEM  | <b>OPERATIONAL COSTS FOR COMMUNITY BASED REFUSE COLLECTIONS AND AREA<br/>CLEANING IN INFORMAL AREAS</b> |                      |  |
| 1   | <b>LABOUR COSTS</b>   |                      |  |
| 1.1   | Operations Manager/ Coordinator   | 1                    | R  |
| 1.2   | <b>CATEGORY A (MONDAY TO THURSDAY)</b>  |                      |  |
| 1.2.1   | Supervisor/s  | 23                   | R  |
| 1.2.2   | Workers   | 186                  | R  |
| 1.3   | <b>CATEGORY B (FRIDAY TO SUNDAY)</b>  |                      |  |
| 1.3.1   | Supervisor/s  | 23                   | R  |
| 1.3.2   | Workers   | 186                  | R  |
| 1.4   | <b>CATEGORY C: Periphery (MONDAY TO FRIDAY)</b>   |                      |  |
| 1.4.1   | Workers   | 37                   | R  |
| 2   | <b>RESOURCES</b>  |                      |  |
| 2.1   | Tools and Equipment ( See Annexure 1)   |                      | R  |
| 3   | <b>TRANSPORT</b>  |                      |  |
| 3.1   | Operation Manager/Coordinator's Transport   |                      | R  |
| 3.2   | Supervisor transport  |                      | R  |
| 4   | Overheads/Administration/Miscellaneous  |                      | R  |
| 5   | <b>TOTAL MONTHLY COSTS (EXCL VAT)</b>   |                      | R  |
| <b>RATE PER DWELLING = TOTAL MONTHLY COST (ALL ITEMS LISTED FROM 1 TO 4) DIVIDED BY NUMBER OF DWELLINGS I.E. 44 850 DWELLINGS</b> |   |                      | R  |

Successful Bidders are to submit invoices for the total no. of dwellings serviced for a particular month. CCT administrative officials are to verify the invoice. Successful bidders to be paid as follows:

No. of Dwellings Serviced during the month x Dwelling Rate = **Total Monthly Costs (Ex.Vat) payable by CCT**

**PERSONAL PROTECTIVE CLOTHING COSTS:**

| DESCRIPTION   | ESTIMATE COST FOR THE CONTRACT PERIOD (EXCL. VAT) |
|---|---|
| <b>OPERATIONAL COSTS FOR PERSONAL PROTECTIVE CLOTHING</b>   |   |
| <b>Protective Clothing</b> (As required in terms of the Occupational Health & Safety Act. All staff must also be provided with uniforms to ensure safety and easy identification) (As per Annexure 1) | R   |

The contractor will be required to purchase personal protective clothing at the commencement of each year of the contract term and submit the invoices to the CCT for reimbursement. Tenderers to note that the CCT will only reimburse the Tenderer once all personal protective clothing is purchased for all their staff, Therefore no part reimbursements will be made. Tenderers will have up to three months from the anniversary date to submit the claims. The invoice and the proof of purchase for the personal protective clothing must be submitted to the CCT. Refer to Annexure 1 for protective clothing required per area.

**NOTE:**

1. **The monthly rates submitted as per the pricing schedule will be for providing the service to 44 850 dwellings.**
2. **The corrected rate (where applicable) per dwelling will be used for evaluation and award purposes.**
3. A rate per dwelling will be calculated by dividing the total monthly operational costs (as per the Pricing Schedule) by the number of dwellings indicated above.
4. The CCT of requires all contractors to comply with legislative requirements. Therefore, the minimum labour rate as determined by the Department of Labour for the Cleaning Sector as at closing of tender must be adhered to. **The total monthly rate for all categories for the worker as reflected in Annexure 2 will be calculated by using the 8 hours daily shift x number of days per category x 4.33 weeks in the month.**
5. In the event that it is necessary to hire additional temporary or permanent workers or supervisors , the rate per worker and supervisor as contained in the Pricing Schedule per category will be used for both a monthly rate and for the calculation of a daily rate. **The daily rate will be calculated by dividing the monthly rate by 4.33 weeks divided number of days per category.**
6. **The rates as per the pricing schedule will be applicable to all the Informal Settlements to be serviced as reflected on Annexure 2.**

**ANNEXURE 1****Tools and Equipment (Schedule)****NOTE:**

The Tenderer shall state below what tools and equipment will be available for the work should he/she be allocated a contract. **(Per Annum)**.

| DESCRIPTION OF ITEM   | QUANTITY | COST IN RAND<br>(Excl.VAT) |
|---|----------|----------------------------|
| Flat Spade  | 205      | R _____                    |
| Hard Bristle Broom  | 82       | R _____                    |
| Rakes   | 205      | R _____                    |
| Removal of waste from dwellings to the container (Eg: 240 L Wheelie Bin or Wheelbarrow)   | 101      | R _____                    |
| <b>TOTAL PER ANNUM</b>  |          | R _____                    |
| <b>COST PER MONTH: <i>Total Cost Per Annum divided by 12 months (Cost to be inserted in Item 2.1 of the Pricing Schedule)</i></b> |          | R _____                    |

**ANNEXURE 1(cont.)****Personal Protective Clothing (Schedule)**

**NOTE:** This Schedule must be completed in full.

| DESCRIPTION OF ITEM | QUANTITY | COST IN RAND<br>(Excl.VAT) |
|---------------------|----------|----------------------------|
| Overalls            | 1 003    | R _____                    |
| Reflective Vests    | 502      | R _____                    |
| Heavy duty gloves   | 2 006    | R _____                    |
| Safety Shoes        | 502      | R _____                    |
| Rain Suits          | 502      | R _____                    |
| Gumboots            | 502      | R _____                    |

## ANNEXURE 2

| LIST OF INFORMAL SETTLEMENTS TO BE SERVICED INCLUDING STAFFING |                                    |                              |   |   |  |  |                             |                             |
|--|------------------------------------|------------------------------|---|---|--|--|-----------------------------|-----------------------------|
| REQUIREMENTS: <b>AREA 4</b>                                    |                                    |                              |   |   |  |  |                             |                             |
| Name of Informal Settlement                                    | Total number of dwellings Serviced | INFORMAL SETTLEMENT CATEGORY | Category A  | Category B  | Category C Periphery                       | Total number of Workers to be employed | Supervisor Requirements     |                             |
|  |                                    |                              | No of 4 day a week workers to be employed (Monday - Thursday) | No of 3 day a week workers to be employed (Friday - Sunday) | Number of 5 day workers (Monday to Friday) |  | No of Supervisors Mon-Thurs | No of Supervisors Fri - Sun |
| Nyanga B Longo Road  | 56                                 | A                            | 1   | 1   |  | 2                                      | 23                          | 23                          |
| Barcelona/ Europe/ Vukuzenzele                                 | 13116                              | B                            | 37  | 37  | 13   | 87                                     |                             |                             |
| Bonga Street   | 12                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Bongolwethu Street   | 12                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Boys Town  | 1497                               | B                            | 5   | 5   | 1  | 11                                     |                             |                             |
| Butter 50  | 125                                | A                            | 1   | 1   |  | 2                                      |                             |                             |
| City Mission - Crossroads                                      | 156                                | A                            | 1   | 1   |  | 2                                      |                             |                             |
| ContinuaStreet   | 36                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Crossroads 13/14/15  | 77                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Crossroads 16  | 61                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Crossroads 18/19   | 185                                | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Crossroads 4   | 30                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Dike Square  | 31                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| DlamshaStreet  | 50                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| E Mjobo Street   | 24                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Febhana  | 84                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Gqobasi  | 408                                | B                            | 2   | 2   |  | 4                                      |                             |                             |
| Nyanga Great Dutch Street                                      | 101                                | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Gwayi Road / Crossroad 8                                       | 18                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Gwayi Road 1 / Cross Roads                                     | 31                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Gwayi Road 3 / Crossroads 10                                   | 36                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Gxagxa   | 109                                | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Hlazo  | 42                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Inkululeko Road  | 13                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| IqwarhasheStreet   | 44                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |

|                                 |       |   |    |    |    |    |
|---------------------------------|-------|---|----|----|----|----|
| Jub Jub                         | 78    | A | 1  | 1  |    | 2  |
| Kanana                          | 4007  | B | 12 | 12 | 4  | 28 |
| Klipfontein Glebe               | 2862  | B | 8  | 8  | 3  | 19 |
| KTC                             | 2076  | B | 6  | 6  | 2  | 14 |
| KTC Training Camp               | 81    | A | 1  | 1  |    | 2  |
| LdikeStreet                     | 19    | A | 1  | 1  |    | 2  |
| Lotus Park                      | 1854  | B | 6  | 6  | 2  | 14 |
| Lusaka                          | 860   | B | 3  | 3  |    | 6  |
| Lusaka Infils 1                 | 30    | A | 1  | 1  |    | 2  |
| Lusaka Infils 2                 | 62    | A | 1  | 1  |    | 2  |
| Lusaka Infils 3                 | 28    | A | 1  | 1  |    | 2  |
| Mangaung                        | 397   | A | 2  | 2  |    | 4  |
| Marikana - Philippi             | 10373 | B | 29 | 29 | 10 | 68 |
| Mashlungi                       | 88    | A | 1  | 1  |    | 2  |
| Mbambo Street 1/2               | 35    | A | 1  | 1  |    | 2  |
| Terminus Street                 | 20    | A | 1  | 1  |    | 2  |
| Mgqwashu Square                 | 28    | B | 1  | 1  |    | 2  |
| Miller Street                   | 51    | A | 1  | 1  |    | 2  |
| Millers Camp                    | 6     | A | 1  | 1  |    | 2  |
| MillersCamp1                    | 9     | A | 1  | 1  |    | 2  |
| Mkonto Square                   | 451   | B | 2  | 2  |    | 4  |
| Mpetha Square                   | 167   | A | 1  | 1  |    | 2  |
| New Rest Extension              | 23    | A | 1  | 1  |    | 2  |
| New Rest 2                      | 48    | A | 1  | 1  |    | 2  |
| Ngesi Crescent 1                | 37    | A | 1  | 1  |    | 2  |
| Ngesi Crescent 2                | 14    | A | 1  | 1  |    | 2  |
| Nongawe                         | 29    | A | 1  | 1  |    | 2  |
| Nyanga 13563                    | 30    | A | 1  | 1  |    | 2  |
| Open Space - Mahobe Circle      | 42    | A | 1  | 1  |    | 2  |
| Open Space - Ntlangano Crescent | 13    | A | 1  | 1  |    | 2  |
| Phola Park - Gugulethu          | 913   | B | 3  | 3  |    | 6  |
| Sakhile                         | 60    | A | 1  | 1  |    | 2  |
| Sihlanu Avenue                  | 11    | A | 1  | 1  |    | 2  |
| Sikonanathi                     | 123   | A | 1  | 1  |    | 2  |
| Siphika Street                  | 15    | A | 1  | 1  |    | 2  |
| Sithathu Avenue                 | 47    | A | 1  | 1  |    | 2  |
| Siyangena - Guguletu            | 244   | A | 1  | 1  |    | 2  |
| Sonwabile Road 1                | 133   | A | 1  | 1  |    | 2  |
| Sonwabile Road 2                | 25    | A | 1  | 1  |    | 2  |
| Sonwabile Road 3                | 29    | A | 1  | 1  |    | 2  |
| Stulo Road 1                    | 96    | A | 1  | 1  |    | 2  |
| Stulo Road 2                    | 22    | A | 1  | 1  |    | 2  |
| Stulo Road 4                    | 54    | A | 1  | 1  |    | 2  |
| Stulo Road 5                    | 24    | A | 1  | 1  |    | 2  |
| Stulo Road 6                    | 32    | A | 1  | 1  |    | 2  |
| Thabo Mbeki East/West           | 1513  | B | 5  | 5  | 2  | 12 |
| Nyanga Tsamana Street           | 35    | A | 1  | 1  |    | 2  |

|                      |               |           |            |            |           |            |           |           |
|----------------------|---------------|-----------|------------|------------|-----------|------------|-----------|-----------|
| Waterfront           | 702           | B         | 2          | 2          |           | 4          |           |           |
| Nyanga Z Memani Road | 28            | A         | 1          | 1          |           | 2          |           |           |
| Zwelitsha Drive      | 163           | B         | 1          | 1          |           | 2          |           |           |
| Cathkin Village      | 90            | B         | 1          | 1          |           | 2          |           |           |
| Mosanwabe Tra        | 121           | B         | 1          | 1          |           | 2          |           |           |
| Lotus Park Extention | 198           | B         | 1          | 1          |           | 2          |           |           |
|                      | <b>44 850</b> | <b>78</b> | <b>186</b> | <b>186</b> | <b>37</b> | <b>409</b> | <b>23</b> | <b>23</b> |

\*The number of informal settlements will be revised as and when required by the CCT.

**PRICE SCHEDULE: AREA 5****49 439 DWELLINGS****BREAKDOWN OF MONTHLY COSTS: ALL COSTS TO BE EXCLUSIVE OF VAT**

|   | DESCRIPTION   | QUANTITY<br>REQUIRED | TOTAL MONTHLY COST<br>PER LINE ITEM<br>(Excl. VAT) |
|---|---|----------------------|--|
| ITEM  | <b>OPERATIONAL COSTS FOR COMMUNITY BASED REFUSE COLLECTIONS AND AREA<br/>CLEANING IN INFORMAL AREAS</b> |                      |  |
| 1   | <b>LABOUR COSTS</b>   |                      |  |
| 1.1   | Operations Manager/ Coordinator   | 1                    | R  |
| 1.2   | <b>CATEGORY A (MONDAY TO THURSDAY)</b>  |                      |  |
| 1.2.1   | Supervisor/s  | 25                   | R  |
| 1.2.2   | Workers   | 198                  | R  |
| 1.3   | <b>CATEGORY B (FRIDAY TO SUNDAY)</b>  |                      |  |
| 1.3.1   | Supervisor/s  | 25                   | R  |
| 1.3.2   | Workers   | 198                  | R  |
| 1.4   | <b>CATEGORY C: Periphery (MONDAY TO FRIDAY)</b>   |                      |  |
| 1.4.1   | Workers   | 36                   | R  |
| 2   | <b>RESOURCES</b>  |                      |  |
| 2.1   | Tools and Equipment ( See Annexure 1)   |                      | R  |
| 3   | <b>TRANSPORT</b>  |                      |  |
| 3.1   | Operation Manager/Coordinator's Transport   |                      | R  |
| 3.2   | Supervisor transport  |                      | R  |
| 4   | Overheads/Administration/Miscellaneous  |                      | R  |
| 5   | <b>TOTAL MONTHLY COSTS (EXCL VAT)</b>   |                      | R  |
| <b>RATE PER DWELLING = TOTAL MONTHLY COST (ALL ITEMS<br/>LISTED FROM 1 TO 4) DIVIDED BY NUMBER OF DWELLINGS<br/>I.E. 49 439 DWELLINGS</b> |   |                      | R  |

Successful Bidders are to submit invoices for the total no. of dwellings serviced for a particular month. CCT administrative officials are to verify the invoice. Successful bidders to be paid as follows:

No. of Dwellings Serviced during the month x Dwelling Rate = **Total Monthly Costs (Ex.Vat) payable by CCT**

**PERSONAL PROTECTIVE CLOTHING COSTS:**

| DESCRIPTION   | ESTIMATE COST FOR THE CONTRACT PERIOD (EXCL. VAT) |
|---|---|
| <b>OPERATIONAL COSTS FOR PERSONAL PROTECTIVE CLOTHING</b>   |   |
| <b>Protective Clothing</b> (As required in terms of the Occupational Health & Safety Act. All staff must also be provided with uniforms to ensure safety and easy identification) (As per Annexure 1) | R   |

The contractor will be required to purchase personal protective clothing at the commencement of each year of the contract term and submit the invoices to the CCT for reimbursement. Tenderers to note that the CCT will only reimburse the Tenderer once all personal protective clothing is purchased for all their staff, Therefore no part reimbursements will be made. Tenderers will have up to three months from the anniversary date to submit the claims. The invoice and the proof of purchase for the personal protective clothing must be submitted to the CCT. Refer to Annexure 1 for protective clothing required per area.

**NOTE:**

1. **The monthly rates submitted as per the pricing schedule will be for providing the service to 49 439 dwellings.**
2. **The corrected rate (where applicable) per dwelling will be used for evaluation and award purposes.**
3. A rate per dwelling will be calculated by dividing the total monthly operational costs (as per the Pricing Schedule) by the number of dwellings indicated above.
4. The CCT of requires all contractors to comply with legislative requirements. Therefore, the minimum labour rate as determined by the Department of Labour for the Cleaning Sector as at closing of tender must be adhered to. **The total monthly rate for all categories for the worker as reflected in Annexure 2 will be calculated by using the 8 hours daily shift x number of days per category x 4.33 weeks in the month.**
5. In the event that it is necessary to hire additional temporary or permanent workers or supervisors , the rate per worker and supervisor as contained in the Pricing Schedule per category will be used for both a monthly rate and for the calculation of a daily rate. **The daily rate will be calculated by dividing the monthly rate by 4.33 weeks divided by number of days per category.**
6. **The rates as per the pricing schedule will be applicable to all the Informal Settlements to be serviced as reflected on Annexure 2.**

**ANNEXURE 1****Tools and Equipment (Schedule)****NOTE:**

The Tenderer shall state below what tools and equipment will be available for the work should he/she be allocated a contract. **(Per Annum)**.

| DESCRIPTION OF ITEM   | QUANTITY | COST IN RAND<br>(Excl.VAT) |
|---|----------|----------------------------|
| Flat Spade  | 216      | R _____                    |
| Hard Bristle Broom  | 86       | R _____                    |
| Rakes   | 216      | R _____                    |
| Removal of waste from dwellings to the container (Eg: 240 L Wheelie Bin or Wheelbarrow)   | 95       | R _____                    |
| <b>TOTAL PER ANNUM</b>  |          | R _____                    |
| <b>COST PER MONTH: <i>Total Cost Per Annum divided by 12 months (Cost to be inserted in Item 2.1 of the Pricing Schedule)</i></b> |          | R _____                    |

**ANNEXURE 1(cont.)****Personal Protective Clothing (Schedule)**

**NOTE:** This Schedule must be completed in full.

| DESCRIPTION OF ITEM | QUANTITY | COST IN RAND<br>(Excl.VAT) |
|---------------------|----------|----------------------------|
| Overalls            | 1 060    | R _____                    |
| Reflective vests    | 530      | R _____                    |
| Heavy duty gloves   | 2 121    | R _____                    |
| Safety Shoes        | 530      | R _____                    |
| Rain Suits          | 530      | R _____                    |
| Gumboots            | 530      | R _____                    |

## ANNEXURE 2

## LIST OF INFORMAL SETTLEMENTS TO BE SERVICED INCLUDING STAFFING

REQUIREMENTS: **AREA 5**

| Name of Informal Settlement     | Total number of dwellings Serviced | INFORMAL SETTLEMENT CATEGORY | Category A  | Category B  | Category C Periphery                       | Total number of Workers to be employed | Supervisor Requirements     |                           |
|---------------------------------|------------------------------------|------------------------------|---|---|--|--|-----------------------------|---------------------------|
|                                 |                                    |                              | No of 4 day a week workers to be employed (Monday - Thursday) | No of 3 day a week workers to be employed (Friday - Sunday) | Number of 5 day workers (Monday to Friday) |  | No of Supervisors Mon-Thurs | No of Supervisors Fri-Sun |
| Amy Biehl                       | 424                                | B                            | 2   | 2   |  | 4                                      | 25                          | 25                        |
| Area K                          | 790                                | B                            | 3   | 3   |  | 6                                      |                             |                           |
| Boipatong Street                | 8                                  | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Bongolethu School               | 598                                | B                            | 2   | 2   |  | 4                                      |                             |                           |
| Bristol Road                    | 68                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Browns Farm 5                   | 32                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Browns Farm 6                   | 85                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Chris Hani - Samora             | 22                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Clive Street                    | 414                                | B                            | 2   | 2   |  | 4                                      |                             |                           |
| Cuba Site                       | 66                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Dimbaza Road                    | 48                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Diya                            | 34                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Dontsa Square                   | 19                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Douglas Mfacu Road              | 59                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Duma Nokwe                      | 36                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Duma Nokwe - Phillipi           | 106                                | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Dyushu                          | 127                                | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Electrical Servitude - Phillipi | 185                                | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Emanzini                        | 123                                | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Ezhingwini                      | 104                                | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Ezitaxini                       | 50                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Galaweni Road                   | 44                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Graveyard - Phillipi            | 346                                | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Graveyard Pond                  | 656                                | B                            | 2   | 2   |  | 4                                      |                             |                           |
| Gxakagxaka                      | 23                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Harry Gwala                     | 717                                | B                            | 2   | 2   |  | 4                                      |                             |                           |
| Heinz Park 1                    | 35                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Heinz Park 2                    | 163                                | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Heinz Park 3                    | 47                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |

|   |       |   |    |    |    |    |
|---|-------|---|----|----|----|----|
| Heinz Park 4                            | 36    | A | 1  | 1  |    | 2  |
| Heinz Park 5                            | 67    | A | 1  | 1  |    | 2  |
| Helen Joseph Road                       | 26    | A | 1  | 1  |    | 2  |
| Ingulube                                | 174   | A | 1  | 1  |    | 2  |
| Iraq - Philippi                         | 110   | A | 1  | 1  |    | 2  |
| Jameson Mngomezulu Road                 | 35    | A | 1  | 1  |    | 2  |
| Kansite                                 | 108   | A | 1  | 1  |    | 2  |
| Kosovo                                  | 6574  | B | 19 | 19 | 7  | 45 |
| Kwaplayithi                             | 206   | A | 1  | 1  |    | 2  |
| Letsatsi Mosala Street                  | 238   | A | 1  | 1  |    | 2  |
| Lillian Ngoyi Drive                     | 20    | A | 1  | 1  |    | 2  |
| Marcus Garvey                           | 654   | B | 2  | 2  |    | 4  |
| Monwood/ Monwood Council/ Monwood South | 10898 | B | 31 | 31 | 11 | 73 |
| Mpangele Street                         | 14    | A | 1  | 1  |    | 2  |
| Ndabakazi Road                          | 27    | A | 1  | 1  |    | 2  |
| New Look - Philippi                     | 44    | A | 1  | 1  |    | 2  |
| Ngulube                                 | 36    | A | 1  | 1  |    | 2  |
| Nobanda                                 | 48    | A | 1  | 1  |    | 2  |
| Oliver Tambo Avenue                     | 40    | A | 1  | 1  |    | 2  |
| Open Space - Browns Farm                | 118   | A | 1  | 1  |    | 2  |
| Phantsikocingo                          | 680   | B | 2  | 2  |    | 4  |
| Philippi 6810                           | 138   | A | 1  | 1  |    | 2  |
| Philippi Site                           | 31    | A | 1  | 1  |    | 2  |
| Phola Park - Philippi                   | 1038  | B | 3  | 3  | 1  | 7  |
| Ramaphosa Village                       | 4651  | B | 13 | 13 | 5  | 31 |
| Sagoloda Street 1                       | 60    | A | 1  | 1  |    | 2  |
| Sagoloda Street 2                       | 64    | A | 1  | 1  |    | 2  |
| Sagwityi Street                         | 41    | A | 1  | 1  |    | 2  |
| Samora Machel                           | 169   | A | 1  | 1  |    | 2  |
| Block 8 School Site                     | 423   | B | 2  | 2  |    | 4  |
| Block 8 Open Space                      | 104   | A | 1  | 1  |    | 2  |
| School Site - Link Road                 | 827   | B | 3  | 3  |    | 6  |
| Seskona                                 | 525   | A | 2  | 2  |    | 4  |
| Sheffield Road                          | 577   | B | 2  | 2  |    | 4  |
| Singolamthi Street                      | 40    | A | 1  | 1  |    | 2  |
| Siyangena - Philippi                    | 814   | B | 3  | 3  |    | 6  |
| Small SBDC                              | 75    | A | 1  | 1  |    | 2  |
| Sweet Home                              | 5744  | B | 16 | 16 | 6  | 38 |
| Tando Store                             | 26    | A | 1  | 1  |    | 2  |
| Tembisa                                 | 20    | A | 1  | 1  |    | 2  |
| Tshwane                                 | 53    | A | 1  | 1  |    | 2  |
| Vuyisile Mini Street                    | 21    | A | 1  | 1  |    | 2  |
| Weltevreden Sports Ground               | 42    | A | 1  | 1  |    | 2  |
| Winnie Madikizela                       | 1290  | B | 4  | 4  | 1  | 9  |
| Xhwithinja - Browns Farm                | 54    | A | 1  | 1  |    | 2  |
| Zola                                    | 29    | A | 1  | 1  |    | 2  |

|                           |              |           |            |            |           |            |           |           |
|---------------------------|--------------|-----------|------------|------------|-----------|------------|-----------|-----------|
| Or Tambo: Kosovo          | 23           | A         | 1          | 1          |           | 2          |           |           |
| Malema                    | 4725         | B         | 14         | 14         | 5         | 33         |           |           |
| Malema 1                  | 547          | B         | 2          | 2          |           | 4          |           |           |
| Heinz Park 6              | 481          | B         | 2          | 2          |           | 4          |           |           |
| Malema 6                  | 543          | B         | 2          | 2          |           | 4          |           |           |
| Sweet Home: Ida           | 83           | A         | 1          | 1          |           | 2          |           |           |
| Siyangena - Philippi Pond | 117          | A         | 1          | 1          |           | 2          |           |           |
| Gabon                     | 21           | A         | 1          | 1          |           | 2          |           |           |
| Prasa Invasion Area 1     | 453          | B         | 2          | 2          |           | 4          |           |           |
| Gangqeni Street           | 8            | A         | 1          | 1          |           | 2          |           |           |
|                           | <b>49439</b> | <b>85</b> | <b>198</b> | <b>198</b> | <b>36</b> | <b>432</b> | <b>25</b> | <b>25</b> |

\*The number of informal settlements will be revised as and when required by the CCT.

**PRICE SCHEDULE: AREA 6****67 454 DWELLINGS****BREAKDOWN OF MONTHLY COSTS: ALL COSTS TO BE EXCLUSIVE OF VAT**

|   | DESCRIPTION   | QUANTITY<br>REQUIRED | TOTAL MONTHLY COST<br>PER LINE ITEM<br>(Excl. VAT) |
|---|---|----------------------|--|
| ITEM  | <b>OPERATIONAL COSTS FOR COMMUNITY BASED REFUSE COLLECTIONS AND AREA<br/>CLEANING IN INFORMAL AREAS</b> |                      |  |
| 1   | <b>LABOUR COSTS</b>   |                      |  |
| 1.1   | Operations Manager/ Coordinator   | 1                    | R  |
| 1.2   | <b>CATEGORY A (MONDAY TO THURSDAY)</b>  |                      |  |
| 1.2.1   | Supervisor/s  | 40                   | R  |
| 1.2.2   | Workers   | 317                  | R  |
| 1.3   | <b>CATEGORY B (FRIDAY TO SUNDAY)</b>  |                      |  |
| 1.3.1   | Supervisor/s  | 40                   | R  |
| 1.3.2   | Workers   | 317                  | R  |
| 1.4   | <b>CATEGORY C: Periphery (MONDAY TO FRIDAY)</b>   |                      |  |
| 1.4.1   | Workers   | 42                   | R  |
| 2   | <b>RESOURCES</b>  |                      |  |
| 2.1   | Tools and Equipment ( See Annexure 1)   |                      | R  |
| 3   | <b>TRANSPORT</b>  |                      |  |
| 3.1   | Operation Manager/Coordinator's Transport   |                      | R  |
| 3.2   | Supervisor transport  |                      | R  |
| 4   | Overheads/Administration/Miscellaneous  |                      | R  |
| 5   | <b>TOTAL MONTHLY COSTS (EXCL VAT)</b>   |                      | R  |
| <b>RATE PER DWELLING = TOTAL MONTHLY COST (ALL ITEMS<br/>LISTED FROM 1 TO 4) DIVIDED BY NUMBER OF DWELLINGS<br/>I.E. 67 454 DWELLINGS</b> |   |                      | R  |

Successful Bidders are to submit invoices for the total no. of dwellings serviced for a particular month. CCT administrative officials are to verify the invoice. Successful bidders to be paid as follows:

No. of Dwellings Serviced during the month x Dwelling Rate = **Total Monthly Costs (Ex.Vat) payable by CCT**

**PERSONAL PROTECTIVE CLOTHING COSTS:**

| DESCRIPTION   | ESTIMATE COST FOR THE CONTRACT PERIOD (EXCL. VAT) |
|---|---|
| <b>OPERATIONAL COSTS FOR PERSONAL PROTECTIVE CLOTHING</b>   |   |
| <b>Protective Clothing</b> (As required in terms of the Occupational Health & Safety Act. All staff must also be provided with uniforms to ensure safety and easy identification) (As per Annexure 1) | R   |

The contractor will be required to purchase personal protective clothing at the commencement of each year of the contract term and submit the invoices to the CCT for reimbursement. Tenderers to note that the CCT will only reimburse the Tenderer once all personal protective clothing is purchased for all their staff, Therefore no part reimbursements will be made. Tenderers will have up to three months from the anniversary date to submit the claims. The invoice and the proof of purchase for the personal protective clothing must be submitted to the CCT. Refer to Annexure 1 for protective clothing required per area.

**NOTE:**

1. **The monthly rates submitted as per the pricing schedule will be for providing the service to 67 454 dwellings.**
2. **The corrected rate (where applicable) per dwelling will be used for evaluation and award purposes.**
3. A rate per dwelling will be calculated by dividing the total monthly operational costs (as per the Pricing Schedule) by the number of dwellings indicated above.
4. The CCT of requires all contractors to comply with legislative requirements. Therefore, the minimum labour rate as determined by the Department of Labour for the Cleaning Sector as at closing of tender must be adhered to. **The total monthly rate for all categories for the worker as reflected in Annexure 2 will be calculated by using the 8 hours daily shift x number of days per category x 4.33 weeks in the month.**
5. In the event that it is necessary to hire additional temporary or permanent workers or supervisors , the rate per worker and supervisor as contained in the Pricing Schedule per category will be used for both a monthly rate and for the calculation of a daily rate. **The daily rate will be calculated by dividing the monthly rate by 4.33 weeks s divided by number of days per category.**
6. **The rates as per the pricing schedule will be applicable to all the Informal Settlements to be serviced as reflected on Annexure 2.**

**Tools and Equipment (Schedule)**

**NOTE:**

The Tenderer shall state below what tools and equipment will be available for the work should he/she be allocated a contract. **(Per Annum)**.

| DESCRIPTION OF ITEM   | QUANTITY | COST IN RAND<br>(Excl.VAT) |
|---|----------|----------------------------|
| Flat Spade  | 328      | R _____                    |
| Hard Bristle Broom  | 131      | R _____                    |
| Rakes   | 328      | R _____                    |
| Removal of waste from dwellings to the container (Eg: 240 L Wheelie Bin or Wheelbarrow)   | 134      | R _____                    |
| <b>TOTAL PER ANNUM</b>  |          | R _____                    |
| <b>COST PER MONTH: <i>Total Cost Per Annum divided by 12 months (Cost to be inserted in Item 2.1 of the Pricing Schedule)</i></b> |          | R _____                    |

**ANNEXURE 1(cont.)**

**Personal Protective Clothing (Schedule)**

**NOTE:** This Schedule must be completed in full.

| DESCRIPTION OF ITEM | QUANTITY | COST IN RAND<br>(Excl.VAT) |
|---------------------|----------|----------------------------|
| Overall             | 1 619    | R _____                    |
| Reflective Vests    | 810      | R _____                    |
| Heavy duty gloves   | 3 238    | R _____                    |
| Safety Shoes        | 810      | R _____                    |
| Rain Suits          | 810      | R _____                    |
| Gumboots            | 810      | R _____                    |

LIST OF INFORMAL SETTLEMENTS TO BE SERVICED INCLUDING STAFFING  
REQUIREMENTS: **AREA 6**

| Name of Informal Settlement                | Total number of dwellings Serviced | INFORMAL SETTLEMENT CATEGORY | Category A  | Category B  | Category C Periphery                       | Total number of Workers to be employed | Supervisor Requirements     |                           |
|--|------------------------------------|------------------------------|---|---|--|--|-----------------------------|---------------------------|
|  |                                    |                              | No of 4 day a week workers to be employed (Monday - Thursday) | No of 3 day a week workers to be employed (Friday - Sunday) | Number of 5 day workers (Monday to Friday) |  | No of Supervisors Mon-Thurs | No of Supervisors Fri-Sun |
| Agste Laan - Valhalla Park                 | 693                                | B                            | 2   | 2   |  | 4                                      | 40                          | 40                        |
| Appelboord TRA (Appelboord (Ravensmead)    | 25                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Avondale                                   | 16                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Boesak Road                                | 33                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Bohlo Bohlo                                | 33                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Burundi - Mfuleni                          | 2466                               | A                            | 7   | 7   | 2  | 16                                     |                             |                           |
| Coffee Crescent                            | 20                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Emseleni                                   | 1592                               | A                            | 5   | 5   | 2  | 12                                     |                             |                           |
| Erf 20 - Wallacedene                       | 1968                               | B                            | 6   | 6   | 2  | 14                                     |                             |                           |
| Erf10517-PalmStreet                        | 19                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Erf10667-Suburban                          | 20                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Erf13484LaHeyStreet                        | 17                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Erf14444                                   | 50                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Erf152736                                  | 46                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Erf9781-PalmStreet                         | 38                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Esantini                                   | 50                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Eskom Servitude Erf 22603-RE - Wallacedene | 109                                | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Eskom Servitude Erf 22883 - Wallacedene    | 103                                | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Eskom Servitude Erf 30511 - Wallacedene    | 145                                | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Fisantekraal                               | 2680                               | B                            | 8   | 8   | 3  | 19                                     |                             |                           |
| Freedom Park - Airport                     | 1043                               | B                            | 3   | 3   | 1  | 7                                      |                             |                           |

|                                     |      |   |   |   |   |    |
|-------------------------------------|------|---|---|---|---|----|
| Gamka Street                        | 49   | A | 1 | 1 |   | 2  |
| Garden Cities - Mfuleni             | 876  | A | 3 | 3 |   | 6  |
| Gaza - Leonsdale                    | 138  | B | 1 | 1 |   | 2  |
| Goliath                             | 107  | A | 1 | 1 |   | 2  |
| Green Park - Mfuleni                | 2708 | B | 8 | 8 | 3 | 19 |
| Happy Valley                        | 9    | A | 1 | 1 |   | 2  |
| Henzikile                           | 54   | A | 1 | 1 |   | 2  |
| Iligwa Street                       | 102  | B | 1 | 1 |   | 2  |
| Itsitsa Street                      | 9    | A | 1 | 1 |   | 2  |
| KamassieStreet                      | 24   | A | 1 | 1 |   | 2  |
| Klipheuwel                          | 1111 | B | 4 | 4 | 1 | 9  |
| Laboheme Avenue                     | 13   | A | 1 | 1 |   | 2  |
| Londa Street Erf 13044              | 19   | A | 1 | 1 |   | 2  |
| Los Angeles                         | 534  | A | 2 | 2 |   | 4  |
| M Baba Street                       | 62   | B | 1 | 1 |   | 2  |
| MahlanguPark-Erf36128               | 104  | A | 1 | 1 |   | 2  |
| Malawi                              | 341  | A | 1 | 1 |   | 2  |
| Marikana-<br>Erf29400&29401(Phase7) | 219  | A | 1 | 1 |   | 2  |
| Masakhane-<br>Erf26556(Phase9)      | 117  | A | 1 | 1 |   | 2  |
| Masaleni Crescent                   | 38   | A | 1 | 1 |   | 2  |
| Mayonga Crescent                    | 25   | A | 1 | 1 |   | 2  |
| MilesSection2-Erf13374              | 38   | A | 1 | 1 |   | 2  |
| MzamoOmhle-Erf24388                 | 289  | A | 1 | 1 |   | 2  |
| Nkandla-FairdaleErf23971            | 13   | A | 1 | 1 |   | 2  |
| Ntongana Road Erf 11970             | 40   | A | 1 | 1 |   | 2  |
| Ntongana Road Erf 12155             | 37   | A | 1 | 1 |   | 2  |
| Nyakatisha                          | 285  | A | 1 | 1 |   | 2  |
| O Nqubelani Street 1                | 22   | A | 1 | 1 |   | 2  |
| O Nqubelani Street 2                | 14   | A | 1 | 1 |   | 2  |
| Open Space - Diep Street            | 7    | A | 1 | 1 |   | 2  |
| ParliamentStreet-Erf28088           | 56   | A | 1 | 1 |   | 2  |
| Phase7-<br>Erf29366(SchoolGrounds)  | 178  | A | 1 | 1 |   | 2  |
| Phola Park - Mfuleni                | 854  | A | 3 | 3 |   | 6  |
| Pieterse Road                       | 40   | A | 1 | 1 |   | 2  |
| Rietpoel                            | 20   | A | 1 | 1 |   | 2  |
| Sam Nnjokozela Avenue               | 11   | A | 1 | 1 |   | 2  |
| Sewende Laan - Valhalla<br>Park     | 137  | A | 1 | 1 |   | 2  |
| Shukushuma - Mfuleni 1/2            | 715  | A | 2 | 2 |   | 4  |
| Simanga Street 2                    | 11   | A | 1 | 1 |   | 2  |

|   |      |   |    |    |   |    |
|---|------|---|----|----|---|----|
| Siqalo(NexttoHectorPieters enSchool-Erf14227) | 97   | A | 1  | 1  |   | 2  |
| SkhobongelaStreet&BusoCrescent                | 28   | A | 1  | 1  |   | 2  |
| SkhobongelaStreet&NobongileCrescent           | 14   | A | 1  | 1  |   | 2  |
| Skiet Crescent Erf 12136                      | 20   | A | 1  | 1  |   | 2  |
| Skiet Crescent Erf 12145                      | 37   | A | 1  | 1  |   | 2  |
| Sondela                                       | 636  | B | 2  | 2  |   | 4  |
| Sophakama - Driftsands                        | 429  | B | 2  | 2  |   | 4  |
| StJohn's-Erf14068                             | 98   | A | 1  | 1  |   | 2  |
| Strong Yard/Constantia                        | 129  | A | 1  | 1  |   | 2  |
| Sunbird Park                                  | 1489 | A | 5  | 5  | 1 | 11 |
| Sweet Lips TRA                                | 35   | A | 1  | 1  |   | 2  |
| Swelleni Crescent ERF 13211                   | 40   | A | 1  | 1  |   | 2  |
| Swelleni Street                               | 23   | A | 1  | 1  |   | 2  |
| Symphony Way                                  | 369  | A | 2  | 2  |   | 4  |
| T Tokwana Street 1                            | 102  | A | 1  | 1  |   | 2  |
| T Tokwana Street 2                            | 60   | A | 1  | 1  |   | 2  |
| The 19's                                      | 371  | B | 2  | 2  |   | 4  |
| TRA - 4 In 1 (Wallacedene 14 / 4 In 1)        | 149  | A | 1  | 1  |   | 2  |
| TRA - Wallacedene (Wallacedene Tra)           | 1414 | B | 4  | 4  | 1 | 9  |
| Tsunami TRA                                   | 2321 | B | 7  | 7  | 2 | 16 |
| Umbashe Street 1                              | 253  | A | 1  | 1  |   | 2  |
| Umbashe Street 2                              | 8    | A | 1  | 1  |   | 2  |
| Valangentabo Street                           | 20   | A | 1  | 1  |   | 2  |
| Wallacedene 2                                 | 10   | A | 1  | 1  |   | 2  |
| William & Dorris Street                       | 71   | A | 1  | 1  |   | 2  |
| Nkhandla                                      | 186  | A | 1  | 1  |   | 2  |
| Bosasa Phase 2                                | 942  | B | 3  | 3  |   | 6  |
| Bosasa Phase 1                                | 386  | B | 2  | 2  |   | 4  |
| Tra Extention - Tsunami                       | 221  | B | 1  | 1  |   | 2  |
| Symphony Way Tra                              | 1317 | B | 4  | 4  | 1 | 9  |
| Tra - Delft                                   | 590  | B | 2  | 2  |   | 4  |
| Maroela Street:Retention Pond                 | 1092 | B | 4  | 4  | 1 | 9  |
| Mzamo Omhle - Erf 24388 North                 | 9    | A | 1  | 1  |   | 2  |
| Mzamo Omhle - Erf 24388 South                 | 145  | A | 1  | 1  |   | 2  |
| Sanitizer                                     | 872  | B | 3  | 3  |   | 6  |
| Tygerberg Race Park - Erf 37260               | 2261 | B | 7  | 7  | 2 | 16 |
| Maroela Housing Site                          | 5514 | B | 16 | 16 | 6 | 38 |

|  |      |   |    |    |   |    |
|--|------|---|----|----|---|----|
| Extention 3 Mfuleni -Erf 987-Re        | 805  | B | 3  | 3  |   | 6  |
| Covid 19 - Mfuleni                     | 9297 | B | 26 | 26 | 9 | 61 |
| Los Angeles Extension - Erf Ca544-1-Re | 510  | B | 2  | 2  |   | 4  |
| Qandu Qandu                            | 393  | B | 2  | 2  |   | 4  |
| Tygerberg Race Park Erf 29042          | 612  | B | 2  | 2  |   | 4  |
| Thobela Street Wallacedene - Erf 26832 | 64   | A | 1  | 1  |   | 2  |
| Maroela Street- Erf 14138              | 82   | A | 1  | 1  |   | 2  |
| Maroela Street- Erf 27137              | 106  | A | 1  | 1  |   | 2  |
| Nzula Street Wallacedene - Erf 36511   | 52   | A | 1  | 1  |   | 2  |
| Maroela Street- Erf 26259              | 145  | A | 1  | 1  |   | 2  |
| Driftsands                             | 578  | B | 2  | 2  |   | 4  |
| Erf 20 Extension                       | 83   | A | 1  | 1  |   | 2  |
| Winnie Madikizela - Delft              | 3408 | B | 10 | 10 | 3 | 23 |
| Delft South??                          | 1293 | B | 4  | 4  | 1 | 9  |
| Ikrikethi Street                       | 37   | A | 1  | 1  |   | 2  |
| Deputy Road                            | 15   | A | 1  | 1  |   | 2  |
| Khumalo Street                         | 92   | A | 1  | 1  |   | 2  |
| Thukudi Street                         | 93   | A | 1  | 1  |   | 2  |
| Alexander Street                       | 94   | A | 1  | 1  |   | 2  |
| Tugwana Street                         | 457  | B | 2  | 2  |   | 4  |
| Leiden Avenue                          | 878  | B | 3  | 3  |   | 6  |
| Diep Crescent                          | 189  | B | 1  | 1  |   | 2  |
| Phase 7 - School Grounds - Extension   | 457  | B | 2  | 2  |   | 4  |
| Covid Village - Cct                    | 730  | B | 3  | 3  |   | 6  |
| Old Paarl Road 1                       | 79   | A | 1  | 1  |   | 2  |
| Old Paarl Road 2                       | 16   | A | 1  | 1  |   | 2  |
| Old Paarl Road 3                       | 12   | A | 1  | 1  |   | 2  |
| Ngwenya Street 1                       | 19   | A | 1  | 1  |   | 2  |
| Ngwenya Street 2                       | 24   | A | 1  | 1  |   | 2  |
| Stinge Street                          | 29   | A | 1  | 1  |   | 2  |
| Xuma Street                            | 85   | A | 1  | 1  |   | 2  |
| Mtyobile Street                        | 131  | A | 1  | 1  |   | 2  |
| Maybrook Street                        | 7    | A | 1  | 1  |   | 2  |
| Penhill 1                              | 22   | A | 1  | 1  |   | 2  |
| Penhill 2                              | 15   | A | 1  | 1  |   | 2  |
| Apricot Street                         | 20   | A | 1  | 1  |   | 2  |
| Pear Way 1                             | 46   | A | 1  | 1  |   | 2  |
| Pear Way 2                             | 65   | A | 1  | 1  |   | 2  |
| Mountainash Way                        | 68   | A | 1  | 1  |   | 2  |
| Tulip Way                              | 51   | A | 1  | 1  |   | 2  |
| Elderberry Street                      | 64   | A | 1  | 1  |   | 2  |
| Devilwood Crescent                     | 35   | A | 1  | 1  |   | 2  |
| Wingnut Street 1                       | 164  | A | 1  | 1  |   | 2  |
| Smoketree Crescent                     | 30   | A | 1  | 1  |   | 2  |

|                               |               |            |            |            |           |            |           |           |
|-------------------------------|---------------|------------|------------|------------|-----------|------------|-----------|-----------|
| Madelief Road                 | 72            | A          | 1          | 1          |           | 2          |           |           |
| Drysdale Street               | 190           | A          | 1          | 1          |           | 2          |           |           |
| Ivoorhout Road                | 207           | A          | 1          | 1          |           | 2          |           |           |
| Okkerneut Street              | 47            | A          | 1          | 1          |           | 2          |           |           |
| Mingerhout Street             | 24            | A          | 1          | 1          |           | 2          |           |           |
| Wingnut Street 2              | 48            | A          | 1          | 1          |           | 2          |           |           |
| Kokerboom Road                | 16            | A          | 1          | 1          |           | 2          |           |           |
| Parliament Avenue 1           | 6             | A          | 1          | 1          |           | 2          |           |           |
| Parliament Avenue 5           | 36            | A          | 1          | 1          |           | 2          |           |           |
| Parliament Avenue 4           | 5             | A          | 1          | 1          |           | 2          |           |           |
| Parliament Avenue 2           | 12            | A          | 1          | 1          |           | 2          |           |           |
| Parliament Avenue 3           | 5             | A          | 1          | 1          |           | 2          |           |           |
| Sizakhele Crescent            | 1117          | B          | 4          | 4          | 1         | 9          |           |           |
| Inqilo Street 1               | 427           | B          | 2          | 2          |           | 4          |           |           |
| Erf 10528                     | 23            | A          | 1          | 1          |           | 2          |           |           |
| Tra - Penhill                 | 154           | A          | 1          | 1          |           | 2          |           |           |
| Sizabanthu Street             | 5             | A          | 1          | 1          |           | 2          |           |           |
| Inqilo Street 2               | 137           | A          | 1          | 1          |           | 2          |           |           |
| Maranon Street                | 65            | A          | 1          | 1          |           | 2          |           |           |
| Tra - Garden Cities - Mfuleni | 248           | B          | 1          | 1          |           | 2          |           |           |
| Pedro Road                    | 25            | A          | 1          | 1          |           | 2          |           |           |
| Mtengeli Crescent             | 11            | A          | 1          | 1          |           | 2          |           |           |
| Darfur Street                 | 37            | A          | 1          | 1          |           | 2          |           |           |
| Muhavura Street               | 86            | A          | 1          | 1          |           | 2          |           |           |
| Lange Street                  | 48            | A          | 1          | 1          |           | 2          |           |           |
| Erf Ca544-0-3                 | 90            | A          | 1          | 1          |           | 2          |           |           |
| Lukwart Crescent              | 10            | A          | 1          | 1          |           | 2          |           |           |
| Boesak Road 2                 | 8             | A          | 1          | 1          |           | 2          |           |           |
| Sarilli Street                | 95            | A          | 1          | 1          |           | 2          |           |           |
| Bagzane Road                  | 127           | A          | 1          | 1          |           | 2          |           |           |
| <b>Erf 23991</b>              | 73            | A          | 1          | 1          |           | 2          |           |           |
| Delft South ???               | 198           | A          | 1          | 1          |           | 2          |           |           |
|                               | <b>67 454</b> | <b>173</b> | <b>317</b> | <b>317</b> | <b>42</b> | <b>676</b> | <b>40</b> | <b>40</b> |

\*The number of informal settlements will be revised as and when required by the CCT.

**PRICE SCHEDULE: AREA 7****77 562 DWELLINGS****BREAKDOWN OF MONTHLY COSTS: ALL COSTS TO BE EXCLUSIVE OF VAT**

|   | DESCRIPTION   | QUANTITY<br>REQUIRED | TOTAL MONTHLY COST<br>PER LINE ITEM<br>(Excl. VAT) |
|---|---|----------------------|--|
| ITEM  | <b>OPERATIONAL COSTS FOR COMMUNITY BASED REFUSE COLLECTIONS AND AREA<br/>CLEANING IN INFORMAL AREAS</b> |                      |  |
| 1   | <b>LABOUR COSTS</b>   |                      |  |
| 1.1   | Operations Manager/ Coordinator   | 1                    | R  |
| 1.2   | <b>CATEGORY A (MONDAY TO THURSDAY)</b>  |                      |  |
| 1.2.1   | Supervisor/s  | 34                   | R  |
| 1.2.2   | Workers   | 271                  | R  |
| 1.3   | <b>CATEGORY B (FRIDAY TO SUNDAY)</b>  |                      |  |
| 1.3.1   | Supervisor/s  | 34                   | R  |
| 1.3.2   | Workers   | 271                  | R  |
| 1.4   | <b>CATEGORY C: Periphery (MONDAY TO FRIDAY)</b>   |                      |  |
| 1.4.1   | Workers   | 60                   | R  |
| 2   | <b>RESOURCES</b>  |                      |  |
| 2.1   | Tools and Equipment ( See Annexure 1)   |                      | R  |
| 3   | <b>TRANSPORT</b>  |                      |  |
| 3.1   | Operation Manager/Coordinator's Transport   |                      | R  |
| 3.2   | Supervisor transport  |                      | R  |
| 4   | Overheads/Administration/Miscellaneous  |                      | R  |
| 5   | <b>TOTAL MONTHLY COSTS (EXCL VAT)</b>   |                      | R  |
| <b>RATE PER DWELLING = TOTAL MONTHLY COST (ALL ITEMS<br/>LISTED FROM 1 TO 4) DIVIDED BY NUMBER OF DWELLINGS<br/>I.E. 77 562 DWELLINGS</b> |   |                      | R  |

Successful Bidders are to submit invoices for the total no. of dwellings serviced for a particular month. CCT administrative officials are to verify the invoice. Successful bidders to be paid as follows:

No. of Dwellings Serviced during the month x Dwelling Rate = **Total Monthly Costs (Ex.Vat) payable by CCT**

**PERSONAL PROTECTIVE CLOTHING COSTS:**

| DESCRIPTION   | ESTIMATE COST FOR THE CONTRACT PERIOD (EXCL. VAT) |
|---|---|
| <b>OPERATIONAL COSTS FOR PERSONAL PROTECTIVE CLOTHING</b>   |   |
| <b>Protective Clothing</b> (As required in terms of the Occupational Health & Safety Act. All staff must also be provided with uniforms to ensure safety and easy identification) (As per Annexure 1) | R   |

The contractor will be required to purchase personal protective clothing at the commencement of each year of the contract term and submit the invoices to the CCT for reimbursement. Tenderers to note that the CCT will only reimburse the Tenderer once all personal protective clothing is purchased for all their staff, Therefore no part reimbursements will be made. Tenderers will have up to three months from the anniversary date to submit the claims. The invoice and the proof of purchase for the personal protective clothing must be submitted to the CCT. Refer to Annexure 1 for protective clothing required per area.

**NOTE:**

1. **The monthly rates submitted as per the pricing schedule will be for providing the service to 77 562 dwellings.**
2. **The corrected rate (where applicable) per dwelling will be used for evaluation and award purposes.**
3. A rate per dwelling will be calculated by dividing the total monthly operational costs (as per the Pricing Schedule) by the number of dwellings indicated above.
4. The CCT of requires all contractors to comply with legislative requirements. Therefore, the minimum labour rate as determined by the Department of Labour for the Cleaning Sector as at closing of tender must be adhered to. **The total monthly rate for all categories for the worker as reflected in Annexure 2 will be calculated by using the 8 hours daily shift x number of days per category x 4.33 weeks in the month.**
5. In the event that it is necessary to hire additional temporary or permanent workers or supervisors , the rate per worker and supervisor as contained in the Pricing Schedule per category will be used for both a monthly rate and for the calculation of a daily rate. **The daily rate will be calculated by dividing the monthly rate by 4.33 weeks s divided by number of days per category.**
6. **The rates as per the pricing schedule will be applicable to all the Informal Settlements to be serviced as reflected on Annexure 2.**

**ANNEXURE 1****Tools and Equipment (Schedule)****NOTE:**

The Tenderer shall state below what tools and equipment will be available for the work should he/she be allocated a contract. **(Per Annum)**.

| DESCRIPTION OF ITEM   | QUANTITY | COST IN RAND<br>(Excl.VAT) |
|---|----------|----------------------------|
| Flat Spade  | 299      | R _____                    |
| Hard Bristle Broom  | 120      | R _____                    |
| Rakes   | 299      | R _____                    |
| Removal of waste from dwellings to the container (Eg: 240 L Wheelie Bin or Wheelbarrow)   | 122      | R _____                    |
| <b>TOTAL PER ANNUM</b>  |          | R _____                    |
| <b>COST PER MONTH: <i>Total Cost Per Annum divided by 12 months (Cost to be inserted in Item 2.1 of the Pricing Schedule)</i></b> |          | R _____                    |

**ANNEXURE 1(cont.)****Personal Protective Clothing (Schedule)**

**NOTE:** This Schedule must be completed in full.

| DESCRIPTION OF ITEM | QUANTITY | COST IN RAND<br>(Excl.VAT) |
|---------------------|----------|----------------------------|
| Overall             | 1465     | R _____                    |
| Reflective Vests    | 733      | R _____                    |
| Heavy duty gloves   | 2930     | R _____                    |
| Safety Shoes        | 733      | R _____                    |
| Rain Suits          | 733      | R _____                    |
| Gumboots            | 733      | R _____                    |

LIST OF INFORMAL SETTLEMENTS TO BE SERVICED INCLUDING STAFFING  
REQUIREMENTS: AREA 7

| Name of Informal Settlement                       | Total number of dwellings Serviced | INFORMAL SETTLEMENT CATEGORY | Category A  | Category B  | Category C Periphery                       | Total number of Workers to be employed | Supervisor Requirements     |                           |
|---|------------------------------------|------------------------------|---|---|--|--|-----------------------------|---------------------------|
|   |                                    |                              | No of 4 day a week workers to be employed (Monday - Thursday) | No of 3 day a week workers to be employed (Friday - Sunday) | Number of 5 day workers (Monday to Friday) |  | No of Supervisors Mon-Thurs | No of Supervisors Fri-Sun |
| Backstage 1 - Makhaza                             | 79                                 | A                            | 1   | 1   |  | 2                                      | 34                          | 34                        |
| Backstage 2 - Makhaza                             | 123                                | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Backstage 3 - Makhaza (Backstage)                 | 547                                | A                            | 2   | 2   |  | 4                                      |                             |                           |
| Beverley Hills                                    | 66                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Block Macassar                                    | 43                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Bloekombos - Somerset West                        | 144                                | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Dark City   | 46                                 | B                            | 1   | 1   |  | 2                                      |                             |                           |
| Dune Enkanini                                     | 1658                               | B                            | 5   | 5   | 2  | 12                                     |                             |                           |
| Eagle Bar   | 25                                 | B                            | 1   | 1   |  | 2                                      |                             |                           |
| Enkanini  | 11074                              | B                            | 31  | 31  | 11   | 73                                     |                             |                           |
| France  | 347                                | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Garden Village                                    | 42                                 | B                            | 1   | 1   |  | 2                                      |                             |                           |
| Greenfields (Enkanini (Lwandle) / Greenfields)    | 520                                | B                            | 2   | 2   |  | 4                                      |                             |                           |
| Makhaza Infills 64/65                             | 82                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Macassar Village                                  | 290                                | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Monwabisi Park                                    | 17046                              | B                            | 48  | 48  | 17   | 113                                    |                             |                           |
| Monwabisi Extension (Monwabisi Park)              | 7673                               | B                            | 22  | 22  | 8  | 52                                     |                             |                           |
| Morkels Cottages                                  | 78                                 | B                            | 1   | 1   |  | 2                                      |                             |                           |
| Msindweni - Makhaza                               | 325                                | B                            | 1   | 1   |  | 2                                      |                             |                           |
| Msindweni-MakhazaExtension                        | 4673                               | B                            | 13  | 13  | 5  | 31                                     |                             |                           |
| Nonzamo/ Masakhane                                | 418                                | A                            | 2   | 2   |  | 4                                      |                             |                           |
| Nuwe Mosienes                                     | 10                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Nyagatisa - Macassar                              | 273                                | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Nyakathisa - Khayelitsha                          | 74                                 | A                            | 1   | 1   |  | 2                                      |                             |                           |
| Pholile   | 2296                               | B                            | 7   | 7   | 2  | 16                                     |                             |                           |
| Rasta Camp - Sir Lowrys Pass (Rasta Camp Erf 911) | 611                                | B                            | 2   | 2   |  | 4                                      |                             |                           |
| Makhaza Road Reserve                              | 213                                | A                            | 1   | 1   |  | 2                                      |                             |                           |

|   |      |   |    |    |   |    |
|---|------|---|----|----|---|----|
| Savage And Lovemore / Mission Road          | 73   | A | 1  | 1  |   | 2  |
| Section 32                                  | 21   | A | 1  | 1  |   | 2  |
| Section 35                                  | 33   | B | 1  | 1  |   | 2  |
| Section 37 (Section 37 - Harare)            | 24   | A | 1  | 1  |   | 2  |
| Silvertown                                  | 3955 | A | 11 | 11 | 4 | 26 |
| Sollys Town                                 | 2767 | B | 8  | 8  | 3 | 19 |
| Siyanyanzela/ Chris Hani Park/ Freedom Park | 1909 | A | 6  | 6  | 2 | 14 |
| Sun City                                    | 65   | A | 1  | 1  |   | 2  |
| Thambo Square - Makhaza                     | 123  | B | 1  | 1  |   | 2  |
| Uitkyk                                      | 92   | A | 1  | 1  |   | 2  |
| Wag 'n Biejie 1                             | 43   | A | 1  | 1  |   | 2  |
| Wag 'n Biejie 2                             | 240  | A | 1  | 1  |   | 2  |
| Wag 'n Biejie 3 TRA                         | 69   | A | 1  | 1  |   | 2  |
| Wag 'n Biejie 4                             | 774  | B | 3  | 3  |   | 6  |
| Zola Section                                | 28   | A | 1  | 1  |   | 2  |
| Zwelitsha                                   | 3874 | B | 11 | 11 | 4 | 26 |
| Zwelitsha BS Section                        | 43   | A | 1  | 1  |   | 2  |
| Zwelitsha Temporary                         | 378  | A | 2  | 2  |   | 4  |
| Zwelitsha Temporary 1                       | 34   | A | 1  | 1  |   | 2  |
| Zwelitsha Temporary 2                       | 21   | A | 1  | 1  |   | 2  |
| Somerset West Station                       | 6    | A | 1  | 1  |   | 2  |
| Upstairs                                    | 124  | A | 1  | 1  |   | 2  |
| Hlebo Street                                | 138  | A | 1  | 1  |   | 2  |
| Hlebo Street South                          | 103  | A | 1  | 1  |   | 2  |
| Mpolweni                                    | 771  | A | 3  | 3  |   | 6  |
| Monwabisi Extension 3                       | 1268 | B | 4  | 4  | 1 | 9  |
| Eskolweni                                   | 482  | B | 2  | 2  |   | 4  |
| Esithunelli                                 | 330  | B | 1  | 1  |   | 2  |
| Dubai                                       | 179  | A | 1  | 1  |   | 2  |
| Hlula Street                                | 245  | B | 1  | 1  |   | 2  |
| Level 1 Masekahe Square                     | 76   | A | 1  | 1  |   | 2  |
| Monwabisi Extension 4                       | 734  | B | 3  | 3  |   | 6  |
| Sqalokutsha                                 | 106  | A | 1  | 1  |   | 2  |
| Level 2 Graceland                           | 1967 | B | 6  | 6  | 2 | 14 |
| Lockdown Bay                                | 275  | B | 1  | 1  |   | 2  |
| Siyakhana                                   | 147  | A | 1  | 1  |   | 2  |
| Gushindoda 2                                | 227  | B | 1  | 1  |   | 2  |
| New Dawn                                    | 862  | B | 3  | 3  |   | 6  |
| Covid Enkanini                              | 169  | A | 1  | 1  |   | 2  |
| Privelege                                   | 421  | B | 2  | 2  |   | 4  |
| Gomora                                      | 394  | B | 2  | 2  |   | 4  |
| Siyahlala - Umrhabulo Triangle              | 194  | A | 1  | 1  |   | 2  |
| New Rest - Umrhabulo Triangle               | 159  | A | 1  | 1  |   | 2  |
| Wetlands                                    | 406  | B | 2  | 2  |   | 4  |
| Makhaza Phakathi                            | 185  | A | 1  | 1  |   | 2  |
| Sinako                                      | 660  | B | 2  | 2  |   | 4  |
| Noxolo Xauka                                | 536  | B | 2  | 2  |   | 4  |

|                        |              |           |            |            |           |            |           |           |
|------------------------|--------------|-----------|------------|------------|-----------|------------|-----------|-----------|
| Alex                   | 96           | A         | 1          | 1          |           | 2          |           |           |
| Noxolo Xawuke          | 128          | A         | 1          | 1          |           | 2          |           |           |
| Gushindoda 1           | 428          | B         | 2          | 2          |           | 4          |           |           |
| Simanye                | 195          | A         | 1          | 1          |           | 2          |           |           |
| Bila Street            | 504          | B         | 2          | 2          |           | 4          |           |           |
| New Culture            | 280          | B         | 1          | 1          |           | 2          |           |           |
| Qhela Crescent         | 49           | A         | 1          | 1          |           | 2          |           |           |
| Joe Goabi Street       | 457          | B         | 2          | 2          |           | 4          |           |           |
| Deepfreeze             | 135          | A         | 1          | 1          |           | 2          |           |           |
| Estate                 | 115          | A         | 1          | 1          |           | 2          |           |           |
| Robben Island - Strand | 285          | B         | 1          | 1          |           | 2          |           |           |
| Lulwane Street         | 40           | A         | 1          | 1          |           | 2          |           |           |
| Snayigogo Street       | 56           | A         | 1          | 1          |           | 2          |           |           |
| Graceland Extension    | 74           | A         | 1          | 1          |           | 2          |           |           |
| New Bright             | 214          | B         | 1          | 1          |           | 2          |           |           |
|                        | <b>77562</b> | <b>25</b> | <b>271</b> | <b>271</b> | <b>60</b> | <b>602</b> | <b>34</b> | <b>34</b> |

The number of informal settlements will be revised as and when required by the CCT.

**PRICE SCHEDULE: AREA 8****44 572 DWELLINGS****BREAKDOWN OF MONTHLY COSTS: ALL COSTS TO BE EXCLUSIVE OF VAT**

|   | DESCRIPTION   | QUANTITY<br>REQUIRED | TOTAL MONTHLY COST<br>PER LINE ITEM<br>(Excl. VAT) |
|---|---|----------------------|--|
| ITEM  | <b>OPERATIONAL COSTS FOR COMMUNITY BASED REFUSE COLLECTIONS AND AREA<br/>CLEANING IN INFORMAL AREAS</b> |                      |  |
| 1   | <b>LABOUR COSTS</b>   |                      |  |
| 1.1   | Operations Manager/ Coordinator   | 1                    | R  |
| 1.2   | <b>CATEGORY A (MONDAY TO THURSDAY)</b>  |                      |  |
| 1.2.1   | Supervisor/s  | 22                   | R  |
| 1.2.2   | Workers   | 175                  | R  |
| 1.3   | <b>CATEGORY B (FRIDAY TO SUNDAY)</b>  |                      |  |
| 1.3.1   | Supervisor/s  | 22                   | R  |
| 1.3.2   | Workers   | 175                  | R  |
| 1.4   | <b>CATEGORY C: Periphery (MONDAY TO FRIDAY)</b>   |                      |  |
| 1.4.1   | Workers   | 34                   | R  |
| 2   | <b>RESOURCES</b>  |                      |  |
| 2.1   | Tools and Equipment ( See Annexure 1)   |                      | R  |
| 3   | <b>TRANSPORT</b>  |                      |  |
| 3.1   | Operation Manager/Coordinator's Transport   |                      | R  |
| 3.2   | Supervisor transport  |                      | R  |
| 4   | Overheads/Administration/Miscellaneous  |                      | R  |
| 5   | <b>TOTAL MONTHLY COSTS (EXCL VAT)</b>   |                      | R  |
| <b>RATE PER DWELLING = TOTAL MONTHLY COST (ALL ITEMS<br/>LISTED FROM 1 TO 4) DIVIDED BY NUMBER OF DWELLINGS<br/>I.E. 44 572 DWELLINGS</b> |   |                      | R  |

Successful Bidders are to submit invoices for the total no. of dwellings serviced for a particular month. CCT administrative officials are to verify the invoice. Successful bidders to be paid as follows:

No. of Dwellings Serviced during the month x Dwelling Rate = **Total Monthly Costs (Ex.Vat) payable by CCT**

**PERSONAL PROTECTIVE CLOTHING COSTS:**

| DESCRIPTION   | ESTIMATE COST FOR THE CONTRACT PERIOD (EXCL. VAT) |
|---|---|
| <b>OPERATIONAL COSTS FOR PERSONAL PROTECTIVE CLOTHING</b>   |   |
| <b>Protective Clothing</b> (As required in terms of the Occupational Health & Safety Act. All staff must also be provided with uniforms to ensure safety and easy identification) (As per Annexure 1) | R   |

The contractor will be required to purchase personal protective clothing at the commencement of each year of the contract term and submit the invoices to the CCT for reimbursement. Tenderers to note that the CCT will only reimburse the Tenderer once all personal protective clothing is purchased for all their staff, Therefore no part reimbursements will be made. Tenderers will have up to three months from the anniversary date to submit the claims. The invoice and the proof of purchase for the personal protective clothing must be submitted to the CCT. Refer to Annexure 1 for protective clothing required per area.

**NOTE:**

1. **The monthly rates submitted as per the pricing schedule will be for providing the service to 44 572 dwellings.**
2. **The corrected rate (where applicable) per dwelling will be used for evaluation and award purposes.**
3. A rate per dwelling will be calculated by dividing the total monthly operational costs (as per the Pricing Schedule) by the number of dwellings indicated above.
4. The CCT of requires all contractors to comply with legislative requirements. Therefore, the minimum labour rate as determined by the Department of Labour for the Cleaning Sector as at closing of tender must be adhered to. **The total monthly rate for all categories for the worker as reflected in Annexure 2 will be calculated by using the 8 hours daily shift x number of days per category x 4.33 weeks in the month.**
5. In the event that it is necessary to hire additional temporary or permanent workers or supervisors , the rate per worker and supervisor as contained in the Pricing Schedule per category will be used for both a monthly rate and for the calculation of a daily rate. **The daily rate will be calculated by dividing the monthly rate by 4.33 weeks s divided by number of days per category.**
6. **The rates as per the pricing schedule will be applicable to all the Informal Settlements to be serviced as reflected on Annexure 2.**

**Tools and Equipment (Schedule)**

**NOTE:**

The Tenderer shall state below what tools and equipment will be available for the work should he/she be allocated a contract. **(Per Annum)**.

| DESCRIPTION OF ITEM   | QUANTITY | COST IN RAND<br>(Excl.VAT) |
|---|----------|----------------------------|
| Flat Spade  | 192      | R _____                    |
| Hard Bristle Broom  | 77       | R _____                    |
| Rakes   | 192      | R _____                    |
| Removal of waste from dwellings to the container (Eg: 240 L Wheelie Bin or Wheelbarrow)   | 78       | R _____                    |
| <b>TOTAL PER ANNUM</b>  |          | R _____                    |
| <b>COST PER MONTH: <i>Total Cost Per Annum divided by 12 months (Cost to be inserted in Item 2.1 of the Pricing Schedule)</i></b> |          | R _____                    |

**ANNEXURE 1(cont)**

**Personal Protective Clothing (Schedule)**

**NOTE:** This Schedule must be completed in full.

| DESCRIPTION OF ITEM | QUANTITY | COST IN RAND<br>(Excl.VAT) |
|---------------------|----------|----------------------------|
| Overall             | 942      | R _____                    |
| Reflective Vests    | 471      | R _____                    |
| Heavy duty gloves   | 1883     | R _____                    |
| Safety Shoes        | 471      | R _____                    |
| Rain Suits          | 471      | R _____                    |
| Gumboots            | 471      | R _____                    |

**ANNEXURE 2**

**LIST OF INFORMAL SETTLEMENTS TO BE SERVICED INCLUDING STAFFING  
REQUIREMENTS: AREA 8**

| Name of Informal Settlement                    | Total number of dwellings Serviced | INFORMAL SETTLEMENT CATEGORY | Category A  | Category B  | Category C Periphery                       | Total number of Workers to be employed | Supervisor Requirements     |                             |
|--|------------------------------------|------------------------------|---|---|--|--|-----------------------------|-----------------------------|
|  |                                    |                              | No of 4 day a week workers to be employed (Monday - Thursday) | No of 3 day a week workers to be employed (Friday - Sunday) | Number of 5 day workers (Monday to Friday) |  | No of Supervisors Mon-Thurs | No of Supervisors Fri - Sun |
| AT Section (Bongweni Lansdowne Road Reserve 1) | 497                                | B                            | 2   | 2   |  | 4                                      | 22                          | 22                          |
| AT Section 1                                   | 116                                | A                            | 1   | 1   |  | 2                                      |                             |                             |
| AT Section 2                                   | 99                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| AT Section 3                                   | 36                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| BBT North (Bbt)                                | 78                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| BBT Section                                    | 35                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Bhere Street                                   | 14                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| BM Section (France - Barney Molokwana Corner)  | 7348                               | B                            | 21  | 21  | 7  | 49                                     |                             |                             |
| BT Section                                     | 1333                               | B                            | 4   | 4   | 1  | 9                                      |                             |                             |
| Chris Hani - Site C (Chris Hani)               | 196                                | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Ciko Avenue                                    | 62                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Victoria Mxenge 5811                           | 49                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Oliver Tambo - Nonqubela (Oliver Tambo 4)      | 355                                | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Taiwan   | 5913                               | B                            | 17  | 17  | 6  | 40                                     |                             |                             |
| CT Section 1                                   | 58                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| CT Section 2                                   | 23                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| CT Section 3                                   | 30                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| D Section 1                                    | 13                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| D Section 2                                    | 19                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| DT Section 2                                   | 127                                | A                            | 1   | 1   |  | 2                                      |                             |                             |
| DT Section 3                                   | 104                                | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Sebata Dalindyabo Square                       | 1699                               | B                            | 5   | 5   | 2  | 12                                     |                             |                             |
| Green Point 2                                  | 110                                | A                            | 1   | 1   |  | 2                                      |                             |                             |
| GreenPointExtension                            | 3100                               | B                            | 9   | 9   | 3  | 21                                     |                             |                             |
| Bongweni Lansdowne Road Reserve 3)             | 733                                | B                            | 3   | 3   |  | 6                                      |                             |                             |
| K2 Section                                     | 280                                | A                            | 1   | 1   |  | 2                                      |                             |                             |
| LB Section                                     | 74                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |
| Lindelani Park                                 | 392                                | A                            | 2   | 2   |  | 4                                      |                             |                             |
| LR Section                                     | 52                                 | A                            | 1   | 1   |  | 2                                      |                             |                             |

|                                 |              |           |            |            |           |            |           |           |
|---------------------------------|--------------|-----------|------------|------------|-----------|------------|-----------|-----------|
| LT Section                      | 51           | A         | 1          | 1          |           | 2          |           |           |
| Makhanya Crescent               | 79           | A         | 1          | 1          |           | 2          |           |           |
| Victoria Mxenge 7740            | 35           | A         | 1          | 1          |           | 2          |           |           |
| Maphongwana Avenue              | 42           | A         | 1          | 1          |           | 2          |           |           |
| Masikhule (Masikhule/R Section) | 85           | A         | 1          | 1          |           | 2          |           |           |
| MC Section                      | 41           | A         | 1          | 1          |           | 2          |           |           |
| Mlambo Street                   | 58           | A         | 1          | 1          |           | 2          |           |           |
| MM Section 1                    | 59           | A         | 1          | 1          |           | 2          |           |           |
| MM Section 2                    | 101          | A         | 1          | 1          |           | 2          |           |           |
| NT Section                      | 45           | A         | 1          | 1          |           | 2          |           |           |
| Nyebelele                       | 159          | A         | 1          | 1          |           | 2          |           |           |
| Nyebelele 3                     | 37           | A         | 1          | 1          |           | 2          |           |           |
| PJS Section                     | 821          | A         | 3          | 3          |           | 6          |           |           |
| QA Section                      | 88           | A         | 1          | 1          |           | 2          |           |           |
| QQ Section                      | 534          | A         | 2          | 2          |           | 4          |           |           |
| QQ Section 2                    | 45           | A         | 1          | 1          |           | 2          |           |           |
| RR Section                      | 3602         | B         | 11         | 11         | 4         | 26         |           |           |
| S Section 1                     | 40           | A         | 1          | 1          |           | 2          |           |           |
| S Section 2                     | 40           | A         | 1          | 1          |           | 2          |           |           |
| SB Section                      | 195          | A         | 1          | 1          |           | 2          |           |           |
| Siyakha                         | 58           | A         | 1          | 1          |           | 2          |           |           |
| Solomon Tshuku                  | 29           | A         | 1          | 1          |           | 2          |           |           |
| TR Section                      | 7316         | B         | 21         | 21         | 7         | 49         |           |           |
| Tsepe Tsepe                     | 437          | B         | 2          | 2          |           | 4          |           |           |
| UTR Section                     | 42           | A         | 1          | 1          |           | 2          |           |           |
| V Section                       | 62           | A         | 1          | 1          |           | 2          |           |           |
| VE Section                      | 454          | A         | 2          | 2          |           | 4          |           |           |
| VT Section                      | 354          | A         | 1          | 1          |           | 2          |           |           |
| WB Section                      | 272          | A         | 1          | 1          |           | 2          |           |           |
| X Section                       | 22           | A         | 1          | 1          |           | 2          |           |           |
| Y Section                       | 72           | A         | 1          | 1          |           | 2          |           |           |
| YAB Section 1                   | 275          | A         | 1          | 1          |           | 2          |           |           |
| YAB Section 2                   | 57           | A         | 1          | 1          |           | 2          |           |           |
| YAB Section 3                   | 54           | A         | 1          | 1          |           | 2          |           |           |
| Victoria Mxenge 7410            | 3383         | A         | 10         | 10         | 3         | 23         |           |           |
| Site C Taxi Rank                | 51           | A         | 1          | 1          |           | 2          |           |           |
| Social Distance                 | 1419         | B         | 4          | 4          | 1         | 9          |           |           |
| Sakile Nathi                    | 648          | B         | 2          | 2          |           | 4          |           |           |
| Pandemic                        | 406          | B         | 2          | 2          |           | 4          |           |           |
| Masizakhe Street                | 39           | A         | 1          | 1          |           | 2          |           |           |
| Primrose Street                 | 5            | A         | 1          | 1          |           | 2          |           |           |
| Masibambane Crescent            | 15           | A         | 1          | 1          |           | 2          |           |           |
|                                 | <b>44572</b> | <b>71</b> | <b>175</b> | <b>175</b> | <b>34</b> | <b>384</b> | <b>22</b> | <b>22</b> |

The number of informal settlements will be revised as and when required by the CCT.

## C.5 SPECIFICATION(S)

### 1. DESCRIPTION OF SERVICE

The STANDARD OPERATING PROCEDURE (SOP) FOR THE MANAGEMENT AND ADMINISTRATION OF CONTRACTED CLEANSING BRANCH SERVICES, 2021 or as revised will govern all operations for the contracted service provider and the unit. A copy of the standard operating procedure will be shared with all contracted service providers at contract implementation.

The provision of a scheduled once per week door-to-door refuse collection service to each and every dwelling within the designated informal area(s) including providing new plastic bags to each dwelling and collecting filled ones from each dwelling and taking the filled bags to demarcated collection points. All businesses within the demarcated area(s) are to receive this collection service. In the case of double storey dwellings the upstairs dwelling must be considered to be a separate dwelling and receive this service.

Litter picking, emptying of street litter bins, removal of all light illegal dumping (excluding the removal of builders' rubble) and large items such as furniture from all public areas in the entire demarcated area(s). All collected waste described above must be taken to the refuse storage areas.

Maintaining the surrounding roads, verges and open land on the periphery within a 100m radius (or nearest private property boundary, whichever comes first) as well as the canals as far as the rake can reach and areas immediately surrounding all refuse storage areas, in accordance with the Standards of Cleanliness.

Deposit all waste collected at the designated refuse storage area(s). All plastic bags are to be placed inside the container and large items are to be neatly placed next to the container.

**Should the workers/supervisors/contractor encounter any community unrest/ protest action, the CCT representative must be contacted immediately and informed of the situation and any possible impact on service delivery. They should also avoid confrontation with communities by withdrawing from the area until the situation is normal.**

### 2. INFORMAL SETTLEMENT CATEGORIES

Informal Settlements are divided into 3 categories, the cleansing services that is undertaken from Monday to Thursday (i.e. Category A), Friday to Sunday (i.e. Category B) and Monday to Friday (i.e. Category C: Periphery).

#### NOTE:

The CCT requires all contractors to comply with legislative requirements. Therefore, the minimum labour rate as determined by the Department of Labour for the Cleaning Sector as at closing of tender must be adhered to. **The total monthly rate for all categories for the worker as reflected in Annexure 2 will be calculated by using the 8 hours daily shift x number of days per category x 4.33 weeks in the month.**

#### 2.1 Category A

The provision of cleansing services in this Informal settlement will be done from Monday to Thursday by the residents employed from the same settlement. The service includes the issuing of refuse bags and the collection of the full bag which will be taken to a storage refuse container. However, the 4 days must be from Monday to Thursday and the appropriate prescribed legislative overtime rates must apply. It must be noted that the worker will be required to work in the informal settlement for a number of days depending on the size and cleanliness of the specific settlement (See Annexure 2). On the days that the worker has excess time available in very small settlements, he/she must assist in any other settlement covered by the Contractor in this tender. These will be referred to in this tender as surplus workers.

#### 2.2 Category B

The provision of cleansing services in this Informal settlement will be done from Friday to Sunday by the residents employed from the same settlement. These settlements are the same as that of Category A, the only distinction is that service provision takes place from Friday to Sunday. However, the 3 days must be from Friday to Sunday and the appropriate prescribed legislative overtime rates must apply, **different workers** must be appointed to

work these separate shortened periods. It must be noted that these workers will be responsible for the collection of waste as well as for cleaning as defined, including the peripheral areas and around shipping containers.

### **2.3 Category C (Periphery)**

The provision of cleansing services in this Informal settlement will be done from Monday to Friday by the residents employed from the same settlement. These settlements are the same as that of Category B, the only distinction is that service provision takes place from Monday to Friday on the periphery of the informal settlement. It must be noted that these workers are additional to Category A and B and will be responsible for the collection of waste as well as for cleaning as defined, including the peripheral areas and around shipping containers. In this case, the peripheral cleaning service and the surrounding of the informal settlement area to take place from Monday and Friday.

It is a requirement that the contractor has a management presence directly representing him/her on site at all working times, should the Contractor not be available him/herself. To this end the Contractors will be allowed to appoint a Contract Coordinator to continuously monitor the performance of all workers and supervisors as well as to transport the surplus workers to areas where assistance is required.

## **3. CONTRACTOR'S RESPONSIBILITIES AND IMPLEMENTATION STRUCTURE**

### **3.1 Duties of the Contractor**

The Contractor shall sub-divide his/her individual informal settlements into weekly areas, each having as close as possible to 360 dwellings.

- For Category A Informal Settlements, must be subdivided in accordance to the 4 days week schedule. The worker/s will be responsible for part of the settlement and operational area must then be subdivided, as equally as possible, depending on the dwellings count (Annexure 2) into daily (Mon-Thurs) operational areas. A single worker shall then be appointed for each of the week days areas.
- For Category B on Friday, the Informal Settlements will be subdivided on the same basis as that of Category A. The peripheral cleaning service and the surrounding of the refuse storage area to take place on Saturday and Sunday

The Contractor is responsible for own activities and the activities of his/her workers/supervisors. The Contractor will appoint workers as described hereunder. All Workers are employed and remunerated by the Contractor. There will be no formal interaction between the CCT and the workers. The CCT will only interact and deal with the Contractor, the Contract Coordinator and Supervisors.

- The Operations Manager/Contract Coordinator will be responsible for continuous monitoring and transportation of staff, tools and equipment when required.
- Bidders to note that appointed key personnel is to be replaced by an equivalent qualification and experience person immediately
- The supervisor/s will be appointed from the contract area's job seekers data base provided by the sub council.
- The number of workers to be appointed for each settlement will be in accordance with the approved number of dwellings, as provided by the City, in each settlement together with the workers required for the peripheral cleaning.

### **3.2 Recruitment and Appointment Process**

The Contractor is required to employ all workers utilizing the method stipulated by CCT.

- It is required that the workers be sourced from the City Job-seekers data base and the worker should be residing in the informal settlement/s to be serviced. Randomisation will be conducted by Public Empowerment Department – preference will be given to the randomised people who were meant to serve under the Siyazenzela Program (EPWP programme).

- This will be done by obtaining more names than the required worker numbers and conduct interviews.
- The names and contact details of the prospective workers not hired once the appointments are finalised must be retained for use as and when casual workers are required.
- The Contractor must also ensure that “casual” workers are appointed to fill the gap when workers are on leave, absent etc. Casual workers may also be required for special interventions. **Under no circumstances may workers from outside the individual informal settlements be utilised.**
- Any costs involved with the once of selection and appointment process, e.g. hire of a suitable venue to interview candidates will be to the cost of the Contractor.
- Where possible, the Contractor must utilize CCT facilities in or near the area to be serviced. It must be noted that all planning and appointment of staff must take place prior to the implementation date of this tender.

### **3.3 Supervision and Monitoring**

The workers are expected to be responsible for certain duties. In carrying out such duties they will need to be supervised. It is the responsibility of the Contractor to ensure that:

#### **3.3.1. Employment of the Supervisor**

- Job descriptions and Duties to be performed are clearly communicated and explained to every worker and supervisor.
- The contractor will be required, where possible, to employ from the settlements being serviced or one of a number of settlement being serviced where each of the settlement does not require a separate supervisor.
- Supervisors must be in place for the entire contract period.
- Supervisors are appointed at the discretion of the Contractor however 50% must reside in the settlement.
- The requirement for supervisor employment must at least be able to read and write with minimum Grade12 education and at least 2 years supervisory experience.
- The Supervisor must be in place for the duration of the contract period

#### **3.3.2. Monitoring by the Supervisor**

- All instructions should be carried out to the required CCT standard in accordance with the Standards of Cleanliness
- It is required that the Supervisors will accompany the CCT representative(s) on weekly monitoring, inspections and sign off the inspection reports. It is a requirement that every settlement is inspected every week.

### **3.4 Distribution and Control of Refuse Bags**

All refuse plastic bags will be obtained from CCT Cleansing Refuse Bag Store in Mitchells Plain on a stipulated scheduled time and must retain the delivery notes received as they need to be attached to the monthly invoices. All bags are uniquely marked per contract to ensure proper control of refuse bags.

- When bags are issued by the Contractor to the supervisors, they must be issued in the correct quantities and the supervisors must sign for receipt of such bags.
- When the supervisors issue the bags daily to the workers they must be issued in the correct quantities for that day, per worker, and each worker must sign for the receipt of the bags.
- The Contractor must reconcile all bags issued and signed for by the workers and supervisors ensuring that they tally.
- This Control Sheet must be supplied together with the monthly invoice and made available to the CCT representative upon request at any given time.
- Each dwelling must receive a minimum of 2 (two) plastic bags per week. Should residents/shops require more than 2 bags per week, these may be requested from the supervisor.

- The supervisor is required to provide record of information and submit the request to the Contractor who should then obtain approval for the increased distribution from the CCT representative.
- Extra bags will be issued for the area cleaning in the informal settlement, peripheral cleaning and the cleaning of litter bins.
- Should circumstances change, e.g. shop closes, the changes must be reported to the CCT representative and the number of plastic bags to be issued will revert to the standard 2 per dwelling. It must be noted that the supervisors must do spot checks with residents to ensure that they are receiving their bags.

The Contractor is responsible to provide a safe keeping place to store the bags. This may be inspected from time to time. Contractor will not be allowed to collect bags more than once a week and thus should have a storage space that can hold an entire week's bags.

### **3.5 Usage of refuse plastic bags**

Refuse bags are essential for the execution of this tender. To this effect the following instructions to optimise the use of plastic refuse bags must be complied with:

- When light litter is collected (domestic waste, leaves etc.), plastic bags must be totally filled leaving only place to tie a knot at the top.
- When refuse bags are utilised for heavy sand only, two (2) 40 micron bags may be placed inside one another so as to increase the thickness of the bag and it must be filled to at least a third of the volume of the bag.
- Should the above not be complied with, a penalty of R100.00 for each bag found not to be used as prescribed, will be levied and deducted from the next invoice to be processed.

### **3.6 Collection and Refuse Removal**

Shipping containers are currently used as refuse temporary storage areas. Where changes in location of shipping containers are required, or in the case of new shipping containers being placed the Contractor shall in consultation with:

- Relevant worker on site,
- Community which is serviced by the worker,
- CCT's designated official and
- Transport Contractor

The location selected must be acceptable, agreed upon and appropriate by all stakeholders; the residents from a nuisance point of view, Transport Contractor for accessibility by heavy vehicles and workers for convenience.

In limited cases, where lack of available/suitable space prevents the provision of a Refuse Storage Container, a temporary space will be identified to serve as a refuse storage space. It must be noted that this is only in exceptional circumstances and must carry the prior approval of the Manager: Cleansing.

This location will then be known as the worker's refuse collection area. Refuse will then be removed and disposed of by another contractor (or by CCT).

Other than when the worker is busy in or around the Refuse Storage containers this container is to be kept locked at all times. The supply and replacement of any locks during the period of the tender will be for the account of the Contractor. It must be ensured that all groups of workers, as indicated above, must be provided with keys for the relevant containers. It will be the worker's responsibility to ensure that the container is locked and kept clean.

The Refuse Storage containers must be swept out twice weekly after the waste has been removed. The floor of the Refuse Storage containers must be washed down and sanitised once a week utilising a product such as or equivalent to Jeyes fluid. Should there be any spillage from the loading of waste from the container it will be the worker's responsibility to clean the spillage and keep the area surrounding the container clean.

## 4. COMMUNICATION

It is a condition of this contract that all communication will be in English. Communication may be verbal and/or written. It is very essential that the contractor is contactable at all times even after hours. In order to facilitate this, the Contractor will be required to comply with the following:

### 4.1 Operational Communication (Internal to the contractor)

An effective and efficient communication tools to be utilised to disperse and relay instructions from the City.

The Contractor to ensure that its employees are helpful, friendly and service orientated.

Finally, all staff employed by the Contractor must be made aware that they form an important link in the chain regarding all aspects of information to the residents.

### 4.2 Stakeholder Communication (Communities)

In order to ensure maximum success of this program, the Contractor will be required to maintain contact with the community in each settlement utilizing various means of communication:

#### Ward Councillors and Recognised Community Structures Meeting

- Introducing the contractor to the Sub- council and community.
- Communicate contract achievements and challenges.
- Communicating benefits and employment opportunities

#### Communication by the Contractor with its Supervisors

Effective and efficient means of communication in communicating operational instructions

#### Communication through workers

Workers will be required to: Distribute pamphlets issued by the City communicating:

- Refuse removal collection days
- Accept and give feedback to residents on any complaints

### 4.3 Client (CCT) Communication

#### a) Monthly meetings

The Contractor will be required to attend at least one formal meeting (minutes will be taken) per month with the CCT's Representative.

Failure to attend any of these monthly meetings will result in a penalty R2 000.00 for every missed meeting without permission to do so.

It must be noted that should the Contractor not be available for any reason, the meeting may on such an occasion be attended by the Contract Coordinator

#### b) The Contractor will be required to:

- Report back on operations in general
- Report any accidents, injuries, incidents and complaints

- Report back on actions taken based on instructions, requests and agreements made at or since the previous meeting
- The minutes become part of records of the contract.
- A detailed operational plan to be submitted in two weeks before commencement

### **c) Record Keeping**

The Contractor will be required to maintain full and complete EPWP (Expanded Public Works Programme) statistics on a monthly basis in the prescribed format as amended from time to time (Schedule 14.1, Annex B). All record keeping requirements of the EPWP must be adhered to and include, inter alia:

- The issue of formal legal contracts (even for temporary staff)
- Copy of ID documents for every worker
- The keeping of proof of payments made (full payslips are required)

For auditing purposes, the above records must be made available to the COCT representative immediately upon entering into a contract and immediately after payment has been made on a monthly basis. The cost of making copies will be for the contractor's account. Failure to submit this information, immediately and within three days of request will incur a penalty of a thousand rand a day. It will be up to the Contractor to ensure that messages are checked regularly and especially immediately after it may have been switched off for a period. The contractor must have reliable access to a fax machine and/ or e-mail facilities

## **5. DUTIES AND FUNCTION OF WORKERS**

### **5.1 Once per Week Refuse Collection Service**

The worker will be required to provide a routine, once per week (i.e. a dwelling must have its refuse collected on the same day each week), door to door refuse collection service to each and every dwelling or business within his/her given area.

The worker will be required to issue a minimum of 2 (two) plastic bags to each and every dwelling and business on a weekly basis subject to review by the City to align with the Standard Operating Procedures for Community Based Refuse Removal Unit as revised from time to time. Refuse will be collected in plastic refuse bags and taken to the refuse storage area.

In order to facilitate Refuse Collection, the worker will be required to:

- a)** Communicate with residents and inform them on which day of the week their refuse will be collected and where it should be placed.
- b)** Collect all refuse from each and every resident on the particular day of collection and provide each and every resident with a minimum of two new bags and take the filled bags to the Refuse Storage containers/areas.
- c)** If refuse is spilled during the collection process, all spilled refuse must be picked up immediately, bagged and removed.
- d)** The Refuse Storage containers being utilized as the storage facility must be kept clean and locked at all times.
- e)** The only time the container may be open, is when the worker is present at the container. The area surrounding the Refuse Storage containers must be kept clean at all times.

Distribute pamphlets to every dwelling if and when required by the CCT representative.

In order for this to be done quickly and easily, the Contractor must ensure that extra bags and suitable tools are always available.

**The following tools must be provided for:**

- large broad, flat spades
- broad, hard bristle brooms
- rakes
- additional and other tools may also be carried if required
- Equipment/resources used to remove refuse bags and bulky waste

**Note:**

**This requirement is essential to prevent litter and refuse getting into the environment. It will also make the workers' general cleaning work much easier. Tools and equipment will need to be replaced as and when necessary due to wear and tear.**

So as to be compliant with the Occupational Health and Safety rules, each worker and supervisor must be provided with the following protective clothing:

- 2 x overalls per year
- 1 pair of heavy duty gloves every 3 months (i.e. 4 pairs per year) or as required
- 1 x Reflective safety bib per year
- 1 pair of safety shoes per year
- 1 x Rain suit per year
- 1 x pair of gum boots per year

It is required that the back of the reflective safety bib be branded with the following words: "*Company Name*" *contracted by the City of Cape Town* and must be worn at all times. A sample of this branding must be submitted to the CCT representative for approval prior to the purchasing of the branded protective clothing.

A penalty of R1 500, per day will be levied should a staff be found on duty without full prescribed Personal Protective Clothing as specified.

The contractor will be required to purchase personal protective clothing at the commencement of contract and submit the invoices to the CCT for reimbursement. Tenderers to note that the CCT will only reimburse the Tenderer once all personal protective clothing is purchased for all their staff, Therefore no part reimbursements will be made. Tenderers will have up to three months from the anniversary date to submit the claims. The invoice and the proof of purchase for the personal protective clothing must be submitted to the CCT.

Refer to Annexure 1 of the pricing schedule for protective clothing required per area.

**6. CLEANSING SERVICES**

The cleansing service covers all Public Areas, which for the purpose of this contract, includes all accesses, walkways and areas between dwellings, as well as any roads, shops and business frontages, open grounds and other municipal open spaces. It also includes the immediate periphery of the settlement, i.e. any verge adjoining a made road, that road itself and the verge on the opposite side of the road, open ground up to 100m around the settlement or the nearest private property boundary, whichever is closest.

All CCT Street Litter bins within the given area and the periphery must be emptied on a regular basis. Defects or defacing of bins, stickers, posters on the bin, graffiti etc. must be reported to enable the CCT to replace the bins.

The Contractor will also be responsible for the cleaning of canal and/or river banks within the given area and the removal of any litter from the canal/river water that can be reached with a rake without stepping into the water and without the use of any special equipment e.g. dredging machine.

Any animal carcasses (dogs, cats, goats, sheep and donkeys etc.) are handled separately and the CCT's service provider for animal carcass removal must be phoned for removal. The contact details will be provided to the successful contractor.

All bageable illegal dumping (other than builders' rubble) must be taken to the Refuse Storage containers/area. All large items (e.g. furniture, branches, etc.) must be removed and taken to the refuse storage containers/area.

**In order to ensure the good health of the community, to protect the immediate and greater environment and ensure pleasant living conditions, the service must include the following:**

- An initial, total clean-up of the designated area(s) within the first week of operation to obtain a Level 1/2 standard of cleanliness at the outset of the contract.
- On-going daily cleaning to maintain the specific area(s) in a clean and healthy state in accordance with the Standards of Cleanliness.
- Communicate with all residents in order to encourage them to maintain a clean and healthy environment.

The Cleansing Service must be performed in accordance with the Cleansing Specifications as described hereunder. Level 1 is the standard of cleanliness desired and level 2 is the minimum requirement.

The CCT will provide street litter bins. The Contractor will indicate the numbers of bins required and indicate to the relevant CCT staff where these must be placed. All such bins must be regularly cleaned by the workers to ensure that they do not become a nuisance.

**Note:**

**Where vehicles are parked in public areas, for long periods of time, the Contractor will be expected to communicate with the resident involved, so that cleaning can take place. Should the resident not cooperate the Traffic department must be called to remove such vehicles.**

**6.1 Initial Clean Up**

Beginning on the contract starting date, the Contractor will be required to undertake an initial and total clean-up of all streets, sidewalks and open spaces, in and on the periphery (within 100m beyond the boundary) of the given settlements in order to remove any accumulated refuse.

The initial clean-up is to be completed within the first week of operation. If this initial clean-up is undertaken thoroughly and combined with the Contractor's education of the community, it should be fairly easy to maintain a clean environment thereafter.

On completion of this initial clean-up the Contractor must inform the CCT Representative and a joint inspection of the area(s) will be held.

**6.2 Regular Cleaning**

On completion of the initial clean up and throughout the contract period, the Contractor will be required to maintain the entire informal settlement, all refuse storage areas and the periphery (area type) in a clean state in accordance with the standard as indicated on the photographic tables. These photographic tables consist of 4 photographs per area type, which indicate varying levels of cleanliness:

- Photograph 1: Level 1 = Desired standard of cleanliness
- Photograph 2: Level 2 = Minimum standard of cleanliness
- Photograph 3: Level 3 = Unacceptable standard of cleanliness
- Photograph 4: Level 4 = Totally unacceptable standard of cleanliness

The Contractor is expected to achieve level 1/2 at all times. Should any portion of an informal settlement (inside the settlement, the periphery or refuse storage areas) not achieve the required standard of cleanliness, the penalty imposed will be deemed applicable for the entire settlement other than where it relates to workers' wages. The only exception to this would be non-achievement as a result of protest action or community unrest (this would only be considered should there be documented proof of such occasions). See details here under.

Failure to achieve Levels 1 or 2 within 24 hours in any Informal Settlement (or part thereof) will result in a formal notification been issued to rectify the situation.

**Level 1** would result in no delay of payment to the Contractor taking place.

**Level 2** would result in no delay of payment to the Contractor taking place; however, the Contractor should endeavour to achieve continual improvement.

**Level 3** for any informal settlement within an Area, achieving a level 3 would result in the Contractor being penalised 20% of the total affected per Area invoice. Notice will be given to achieve level 1 or 2 within 24 hours

Should rectification not take place in the prescribed time, a further 5% of the affected Area total invoice will be levied and forfeited from the monthly invoice.

**Level 4** for any informal settlement within an Area, achieving a level 4 would result in the Contractor being penalised 30% of the total affected Area invoice. Notice will be given to achieve level 1 or 2 within 24 hours

Should rectification not take place in the prescribed time, a further 5% of the affected Area total invoice will be levied and forfeited from the monthly invoice.

Failure to achieve Levels 1 or 2 within 24 hours in any Informal Settlement (or part thereof) will result in a formal notification been issued to rectify the situation.

**See Annexure H for the photographic Standards of Cleanliness.**

### **6.3 Illegal Dumping**

Should an incident of illegal dumping occur, the Contractor must make every effort to obtain details such as vehicle registration numbers, company names, address of the offender etc. and report these to the CCT in order that legal steps may be taken against the offender. The Contractor must also encourage the community to do the same.

Irrespective of whether the offender is traced or not, the Contractor will be responsible to bag all waste except for builder's rubble. Builders' rubble must be reported to the CCT representative. Other large waste such as planks, furniture, roof sheeting etc. must be taken to collection points as indicated by the CCT representative.

The only exception will be in the case of medical, hazardous and toxic pharmaceutical, foetuses/bodies and liquid waste where the Contractor must not allow any contact with these waste types. Should the Contractor or personnel see any evidence of such dangerous waste types (even small quantities), this must immediately be reported to the CCT Representative who will arrange for the removal thereof. In the case of foetuses/bodies, the police must be called immediately and the CCT representative advised.

## **7. SERVICE INSPECTION AND MONITORING**

All of the following are important and integral to the success of this contract and will therefore need to be complied with:

### **7.1 Service Inspections**

The CCT Representative will, together with the Contractor or his appointed delegated contractor's supervisor conduct inspections at least weekly, in every settlement for which the Contractor is responsible, but also at any time with or without the Contractor's knowledge and attendance. At the combined site inspection the CCT representative and the Contractor will sign off an agreed Standard of Cleanliness monitoring report. Should serious problems be found at any inspection, they will be reported to the Contractor immediately, in writing, and the Contractor will be required to react on these problems without unjustifiable delay. The Contractor must confirm in writing that the matter in question has been resolved. Refer to Clause 22.1.3 to 22.1.6 for standards of cleanliness and penalties.

Should the Contractor or his/her (appointed alternate) not be available for weekly meetings, the inspection will continue and the findings of the CCT Representative will be accepted as a true and fair reflection of the condition of the settlement and the evaluation will not be contested.

## 8. WORKING TIMES

- Weekdays:

Workers who are responsible for the required waste management services are to work 8 hours a day. In order not to cause disruption to the community workers may not work before 08:00 and not later than 16:30.

- Public Holidays

The Contractor's staff are to work on all public holidays which fall during the week and weekend as per the working schedule, so as to ensure that there is no interruption of the service offered and thus ensuring that the specific day of collection for any resident does not change.

## 9. EMPLOYMENT RELATIONS

### 9.1. CCT/Contractor Relationship

The relationship between the CCT and the Contractor is one of Client and Contracting Company and therefore NOT an employer/employee relationship in terms of the Labour Relations Act (LRA). As such, the Contractor is hired in terms of this agreement and the LRA has no bearing on the CCT/Contractor relationship.

### 9.2. Contractor/Employee Relationship

In order to carry out this contract, the Contractor will be required to employ staff. This will constitute an employer/employee relationship and therefore the LRA will be applicable. Should the Contractor be found to contravene the LRA, it will constitute a breach of this contract.

The Contractor must also ensure that his/her employees are aware that the Contractor and NOT the CCT employ them.

### 9.3. Contractor as an Employer

As an employer, the Contractor will be required to take responsibility for the actions of their employees.

As a result, he/she will be required to manage and control Workers and employees in terms of this contract to ensure they do not breach this contract in any way.

This contract does not provide the Contractor, or any employees with the right to access private property without the owner's permission.

## 10. CONTRACT PAYMENT

The Contractor must submit the correctly completed EPWP statistics, delivery notes for bags received from the stores, completed bag distribution forms, copies of staff attendance registers and proof of wage payments, number of complaints received and any other required documentation as requested by the CCT representative. These must all be delivered together with each monthly invoice. Failure to supply this information will result in invoices not being processed until all outstanding information is received.

## 12. CONTRACT PENALTIES

12.1. The contractor acknowledges responsibility for the control and distribution of bags issued to by the City. The contractor undertakes that under no circumstances will bags be disposed of other than the purpose intended for during the contract period or allow/permit bags to be sold to Retail outlets and/or to the General Public. The contractor acknowledges that should bags issued be found for sale as stated, it will be held responsible and penalty of R100.00 per bag will be instituted against the contractor. Such penalty will be deducted from the subsequent invoice. The contractor furthermore acknowledges that besides imposing

the penalty as stated, the City may institute criminal proceedings in respect of bags found for sale.

12.2. Over and above the Contractor being held liable, should any member of his staff be found liable for such losses, it is advisable that the Contractor should proceed with criminal action against such an employee.

12.3. Where staff are on strike and no alternative arrangements for immediate replacements have been made (and which resulted in no collection of refuse or cleaning having taken place), the salary related costs plus 10% of that will be deducted from the monthly invoice.

12.4. The Contractor will be considered to be in breach of contract in the event of the Contractor failing to comply with one or more of the requirements within this contract document

### **13. DEFAULTS AND REMEDIES**

Should the CCT Representative consider the Contractor to be in default or breach the following action will be taken:

13.1. As all notifications as indicated in **Clause 7-Service Inspections** have not been complied with at this stage the CCT will proceed with immediate breach of contract processes.

#### **13.2. Remedies**

- In the event of the Contractor not agreeing with the CCT Representative with regard to the default or breach, the Contractor may write to the CCT and record his/her objections.
- In the event of the required work not being completed, i.e. not all dwellings receiving their weekly service or any similar shortfall in the standard of service and/or Contractor's performance, the CCT Representative may at any time during this process and at his/her own discretion, take steps to do the work, either using CCT or other resources.
- In the event of this having to be done, the CCT Representative will immediately attempt to verbally inform the Contractor, and as soon as possible thereafter, inform the Contractor in writing and follow the steps.
- The actual costs for taking over of work will be recovered from the Contractor in full by deducting this amount from the next payment due.

### **14. RESPONSIBILITIES OF THE CCT REPRESENTATIVE**

In general, the Council is the Client and the CCT Representative is the CCT's legally appointed representative, having the role of interfacing with the Contractor, protecting the CCT's interests and ensuring that all work is done to the required standards.

Although the CCT Representative will deal primarily with the Contractor, the CCT Representative will be entitled to deal directly with any or all of the workers should it be considered necessary.

The CCT Representative may be an individual or a number of individuals who should be formally recorded and introduced to the Contractor as such. From time to time they may change and the Contractor will be informed of these changes.

#### **Work Related Risks**

Whilst this clause does not imply that there are any significant risks, it is implicit in this agreement that the Contractor accepts all and any possible risks which may exist or result in undertaking this work, working in the settlements, moving waste, employing people, working with people, etc. At any stage the CCT may require to know what such contingencies are in place and to have an input on their adequacy.

## 15. 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”.

## 16. EMPLOYMENT OF SECURITY PERSONNEL

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

## 17. FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (described below)

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than **R 350.00** per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

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

## C.6 SPECIAL CONDITIONS OF CONTRACT

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

### 1. Definitions

*Insert new clause 1.1A with the following:*

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

*Delete Clause 1.15 and substitute with the following*

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

*Delete Clause 1.19 and substitute with the following*

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

*Delete Clause 1.21 and substitute with the following:*

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

*Add the following after Clause 1.25:*

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

### 3. General Obligations

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

- 3.2 The Parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the Contract and shall carry individually the minimum levels of insurance stated in the Contract, if any.

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

- 3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.
- 3.6.3 Take possession of the Goods and /or Services upon Delivery by the Supplier.
- 3.6.4 Regularly inspect the Goods to establish that it is being delivered in compliance with the Contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the Contract.
- 3.6.6 Grant or refuse any extension of time requested by the Supplier of the period stated in clause 10.
- 3.6.7 Inspect the Goods and/or Services to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the Supplier and issue all documents, information, etc. in accordance with the contract.

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

*Add the following after clause 5.4:*

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

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

- 5.6 **Publicity and publication**  
The Supplier shall not release public or media statements or publish material related to the services or agreement within two (2) years of Delivery of the Goods, without the written approval of the Purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**  
Both Parties shall keep all information obtained by them in the context of the agreement, confidential and shall not divulge it without the written approval of the other Party.
- 5.8 **Intellectual Property**
  - 5.8.1 The Supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Purchaser.
  - 5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, unless the Parties expressly agree otherwise in writing.
  - 5.8.3 The Supplier shall, and warrants that it shall:
    - 5.8.3.1 Not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;
    - 5.8.3.2 not modify, add to, change or alter the Purchaser's Intellectual Property, or any information or data related thereto, nor may the Supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Purchaser;
    - 5.8.3.3 Not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Purchaser;

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

*Add the following after clause 5.8:*

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

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

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

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

5.10 **PERFORMANCE MONITORING**

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

## **7. Performance Security**

*Delete clause 7.1 and replace with the following:*

- 7.1 Within 14 (fourteen) days of Commencement Date the Supplier shall furnish to the Purchaser the performance security:
- 7.1.1 For the Guarantee Sum equal to being **7%** percent of the Contract price per Area.
- 7.3 The performance security shall be furnished strictly in accordance with the terms and conditions set out in Form of 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 case of Contracts for delivery of professional services, Professional indemnity insurance providing cover in an amount of not less than **[R5 million]** in respect of each and every claim during the contract period.]

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

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

## **15. Warranty**

*Add to Clause 15.2:*

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

## **16. Payment**

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

16.1 Payment of invoices will be made:

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

- I. Tender should have sufficient cash flow for at least 60 days from commencement of contract to ensure continuity of service.

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

16.1.2 Should the processing of a payment be delayed due to the late submission of documentation, any penalties imposed will be for the account of the functional business area. Any queries will also be referred to such line department.

No official shall commit Council to making a payment outside the scheduled payment terms

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

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

*Add the following after clause 16.4*

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

## 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 delivered and services performed shall be subject to **contract price adjustment as per Schedule F.1**

## **18. Contract Amendments and Variations**

*Add the following to clause 18.1:*

Variations means changes to the Goods and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are subject to prior approval by the Purchaser's delegated authority. Should the Supplier deliver any Goods not described in a written instruction from the Purchaser, the Purchaser's liability for payment shall no arise until such time as the change has been duly approved and such approval communicated to the Purchaser.

## 20. Subcontracts

*Add the following after clause 20.1:*

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

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

## 21. Delays in the supplier's performance

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

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

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

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

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

## 22. Penalties

### **Delete clause 22.1 and replace with the following:**

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

1. Failure to attend the monthly meeting with the CCT representative – a non-refundable penalty of R2 000.00 – See Clause 4.3 (a) of the scope of work.
2. The tenderer/contractor acknowledges responsibility for the control and distribution of bags issued to him/her/it by the City. The contractor undertakes that he/she/it will not under any circumstances dispose of bags issued to him//her/it other than for use by its employees in the course work done in terms of the contract, or permit such bags to be sold to retail outlets or to the general public. The contractor acknowledges that should bags issued to him/her/it be found for sale as stated, he/she/it will be held responsible therefor by the City and penalised at the rate of R100.00 per bag, deducted from the subsequent invoice of the contractor thereafter. The contractor furthermore acknowledges that besides imposing the penalty as stated, the City may institute criminal proceedings in respect of bags found for sale.
3. Failure to achieve Levels 1 or 2 within 24 hours in any Informal Settlement (or part thereof) will result in a formal notification been issued to rectify the situation.
4. Failure to achieve level 1 or 2 within 24 hours after the initial notification in any informal settlement (or part thereof) rated a Level 3 or rated a Level 4, a penalty equal to 30% total affected area of the monthly value will be levied to the contractor. – See Cleansing standard of cleanliness(Photometric)
5. Level 3: For any informal settlement within an Area, achieving a level 3 would result in the Contractor being penalised 20% of the total affected Area invoice. Notice will be given to achieve level 1/2 within 24 hours. Should rectification not take place in the prescribed time, a further 5% of the affected Area invoice will be levied and forfeited from the monthly invoice.
6. Level 4: For any informal settlement within an Area, achieving a level 4 would result in the Contractor being penalised 30% of the total affected Area invoice. Notice will be given to achieve level 1/2 within 24 hours. Should rectification not take place in the prescribed time, a further 5% of the affected Area invoice will be levied and forfeited from the monthly invoice. Failure to achieve Levels 1 or 2 within 24 hours in any Informal Settlement (or part thereof) will result in a formal notification been issued to rectify the situation.
7. Failure to use the prescribed council refuse bags for the required waste management services as per specifications will incur a penalty of R100.00 per bag.
8. Failure to supply full and complete EPWP documents to the City in the first week of the new month will incur a penalty of R1000.00 per day thereafter.
9. A penalty of R1 500, per day will be levied should a staff be found on duty without full prescribed

Personal Protective Clothing as specified.

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

### **23. Termination for default**

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

### **23. Termination**

*Add the following to the end of clause 23.1:*

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

*Add the following after clause 23.7:*

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

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

23.8.2 If the Parties, by mutual agreement, terminate the Contract.

23.8.3 If a material irregularity vitiates the procurement process leading to the conclusion of the Contract, rendering the procurement process and the conclusion of the resulting Contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).

23.8.4 Reputational risk or harm to the Purchaser

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

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

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

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

### **26. Termination for insolvency**

*Delete clause 26.1 and replace with the following:*

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

26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or

26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.

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

## 27. Settlement of Disputes

*Amend clause 27.1 as follows:*

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

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

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

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

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

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

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

## 28. Limitation of Liability

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

- (a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

*Add the following after clause 28.1:*

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

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

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

### 31. Notices

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

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

### 32. Taxes and Duties

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

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

*Add the following after clause 32.3:*

32.4 The VAT registration number of the CCT is 4500193497.

## ADDITIONAL CONDITIONS OF CONTRACT

*Add the following Clause after Clause 34:*

### 35. Reporting Obligations

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

## **C.7 GENERAL CONDITIONS OF CONTRACT**

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

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## 1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.

- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.

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

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

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

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

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

## **6. Patent rights**

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

## **7. Performance Security**

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

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

## **8. Inspections, tests and analyses**

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

## **9. Packing**

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

## 10. Delivery and documents

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

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

## 11. Insurance

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

## 12. Transportation

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

## 13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:

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

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

## 14. Spare parts

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

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

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

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

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

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

## **16. Payment**

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

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

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

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

## **17. Prices**

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

## **18. Contract Amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

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

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

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

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

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction;
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

#### **25. Force majeure**

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

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

#### **26. Termination for insolvency**

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

#### **27. Settlement of Disputes**

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

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

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

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

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

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

#### **28. Limitation of Liability**

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

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

## **29. Governing language**

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

## **30. Applicable Law**

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

## **31. Notices**

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

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

## **32. Taxes and Duties**

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

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

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

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

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

## **34 Prohibition of Restrictive practices**

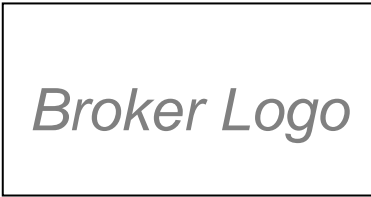
34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between Parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s)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

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

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

**C.8 ANNEXURES**

**Annexure A – Pro Forma Insurance Broker’s Warranty**



*Letterhead of supplier’s Insurance Broker*

Date \_\_\_\_\_

CCT  
City Manager  
Civic Centre  
12 Hertzog Boulevard  
Cape Town  
8000

Dear Sir

**TENDER NO.: 251S/2023/24**

**TENDER DESCRIPTION: COMMUNITY BASED REFUSE COLLECTION AND AREA CLEANING IN  
INFORMAL SETTLEMENTS FOR THE CITY OF CAPE TOWN – AREAS 1 TO 8**

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)



ANNEX 1 (continued)

**MONTHLY PROJECT LABOUR REPORT**

**BENEFICIARY DETAILS AND WORK INFORMATION**



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

0 0 R -

|  |      |           |
|--|------|-----------|
| Declared by Contractor or Vendor to be true and correct: | Name | Signature |
|  | Date |           |
| Received by Employer's Agent / Representative:           | Name | Signature |
|  | Date |           |

## Annexure C - Pro Forma Performance Security/ Guarantee

### GUARANTEE PERFORMANCE SECURITY

#### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address of Guarantor: .....

"Supplier" means: .....

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

Amount in words: .....

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

Amount in words: .....

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

#### PERFORMANCE GUARANTEE

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

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

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

## **Annexure D - Pro Forma Advance Payment Guarantee**

**Not Applicable**

**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

1. 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:
  - 1.1 Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.
  - 1.2 The Contract Price Adjustment mechanism contained in this schedule is compulsory and binding on all tenderers.
  - 1.3 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
  - 1.4 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
  - 1.5 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
  - 1.6 All requests for price variations must be submitted in writing to:
 

Director: Supply Chain Management, City of Cape Town  
P O Box 655. Cape Town, 8000

Or by email to [Suhail.fortuin@capetown.gov.za](mailto:Suhail.fortuin@capetown.gov.za)
  - 1.7 When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of any price variation will not be considered under any circumstances as valid and no relevance will be attached to such a claim. Such notifications will not be responded to by the City.
  - 1.8 All requests for price variations must be submitted in writing prior to the month upon which the price adjustment would become effective.
  - 1.9 The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.
  - 1.11 The CCT reserves the right to request the supplier to submit auditor's certificates or such other documentary proof as it may require in order verifying a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the CCT within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.
  - 1.12 Subject to the above, Contract Price Adjustment will only be applicable as commencement of the **13 month** of the contract period as follows:
 

90% of the tendered price will be subject to adjustment annually based on the average Consumer Price Index (CPI) as follows:

**From the start of 13th month to the end of the 24th month:** Subject to contract price adjustment in accordance with the **Consumer Price Index (P0141-Table B). Base month** for the price adjustment shall be two (2) calendar months prior to the date of commencement. The **end month** shall be two (2) calendar months prior to the 13th month.

**From start of 25th month to end of the contract:** Subject to the contract price adjustment in accordance

with the **Consumer Price Index (P0141-Table B)**. Base month for the price adjustment shall be two (2) calendar months prior to the 13th month. The **end month** shall be two (2) calendar months prior to **24th month**.

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

The claim will be based on the **average between** the “base month” and the “end month” e.g.:  $7+6+9+6 = 28$  ( $28/4 = 7$ ) therefore the claim will be 7%. 10% of the rate will remain fixed.

- 1.13 **CPI will be applicable to 90% of contract prices**, excluding labour below
- 1.14 Tenderers shall be entitled to claim contract price adjustment for the drivers as per the determination (i.e. National Bargaining Council for the Road Freight and Logistics Industry (NBRCFLI)). (For drivers provided for in bid submission)
- 1.15 Tenderers shall be entitled to claim contract price adjustment of the basic minimum wage of the workers as determined by the Department of Labour for the cleaning sector. ( For labour provided for in bid submission).

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

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

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

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

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

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

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

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

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

If YES, submit audited annual financial statements:

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

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

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

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

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

- 2.2 If YES, provide particulars:

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

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

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

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

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

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

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

If YES, furnish particulars below

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

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

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

\_\_\_\_\_  
Date

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

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

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

|  | <b>POINTS</b> |
|--|---------------|
| <b>PRICE</b>                                     | 90            |
| <b>SPECIFIC GOALS</b>                            | 10            |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b>    |

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### 2. DEFINITIONS

The following definitions shall apply to this schedule:

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

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES****POINTS AWARDED FOR PRICE****THE 90/10 PREFERENCE POINT SYSTEMS**

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

90/10

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 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 Allocated (80/20 system) | Number of points claimed (90/10 system) | Number of points claimed (80/20 system) |
| Gender  | 3   | N/A                                       |   | N/A                                     |
| 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.                                       |    |    |
| <b>SIGNATURE OF CCT OFFICIALS AT<br/>TENDER OPENING</b> |    |    |
| 1.  | 2. | 3. |

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

1. No bid will be accepted from:
  - 1.1 persons in the service of the state<sup>1</sup>, or
  - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
  - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
  - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 of higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
    - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
  - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
    - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
    - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
    - 1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.
  
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
  
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of tenderer or his or her representative: \_\_\_\_\_
  - 3.2 Identity Number: \_\_\_\_\_
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): \_\_\_\_\_
  - 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.**

**<sup>2</sup> 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   | <p><b>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?</b></p> <p>(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).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 2.1.1 | If so, furnish particulars:  |                                 |                                |
| 2.2   | <p><b>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?</b></p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>  | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 2.2.1 | If so, furnish particulars:  |                                 |                                |
| 2.3   | <p><b>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?</b></p>   | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 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 **251S/2023/24** and tender description: **COMMUNITY BASED REFUSE COLLECTION AND AREA CLEANING IN INFORMAL SETTLEMENTS FOR THE CITY OF CAPE TOWN – AREAS 1 TO 8** in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

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

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
  - (a) has been requested to submit a tender in response to this tender invitation;
  - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>1</sup> 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

**(<sup>1</sup> 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.11: List of Other Documents Attached By Tenderer**

The tenderer has attached to this schedule, the following additional documentation:

|     | <b>Date of Document</b> | <b>Title of Document or Description<br/>(refer to clauses / schedules of this tender document where applicable)</b> |
|-----|-------------------------|---|
| 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:

|     | <b>Date</b> | <b>Title or Details</b> |
|-----|-------------|-------------------------|
| 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

|  |
|--|
| <b>Schedule F.13: Information to Be Provided With the Tender</b> |
|--|

The following information shall be provided with the Tender:

**a) Key Personnel – attach CV's**

The Operations Coordinator / Contract Lead / Operations Manager employed by the Bidder must have managerial/operations experience in waste management or waste management projects with a **minimum NQF Level 6 qualification in Management or Project Management**, Tenderers to attach detailed CV showing relevant previous and current experience with contactable references listed in Schedule 13B. Bidders are to note scoring will not be completed should no CV of the required personnel be included.

**Bidders tendering for multiple areas need to ensure that key personnel information is provided per tendered area. This needs to be listed in schedule 13B.**

Bidders to note that appointed key personnel is to be replaced by an equivalent qualification and experience person immediately

**Tenderers are to note that company and key personnel previous and current experience are to be in line with the three main components of waste management which include:**

- Onsite handling storage and processing of waste
- Waste Collection
- Transfer and transportation of waste and waste recovery and final disposal

**b) Waste Management Accreditation**

All appointed service providers/contractors are required to be accredited as waste management service providers in terms of the City of Cape Town Integrated Waste Management bylaw. Contractors that do not comply with this requirement will not be able to provide waste management services. Accreditation must remain valid for the tenure of the contract. All bidders are therefore required to submit proof of accreditation, which accreditation must still be **valid at the time of award** of this tender. Bidders whose **accreditation is about to expire** are strongly encouraged to re-apply for accreditation as soon as possible. Bidders who are not currently accredited must apply for accreditation as follows:

To apply for accreditation as a waste management service provider, please email [Waste.Accreditation@capetown.gov.za](mailto:Waste.Accreditation@capetown.gov.za) or follow the link below for details:

<http://web1.capetown.gov.za/web1/swma/>

***Tenderers are to note that in order to be declared responsive, the City of Cape Town will confirm the accreditation status of all tenderers who have complied with the responsive and functional criteria. This will be done by referring to the CCT list of accredited service providers on the City of Cape Town's accreditation data base.***

***All tenderers whose names do not appear on this list or whose accreditation is about to expire, will be requested to submit proof of accreditation, failure to submit such proof by due date will render the tenderer non responsive.***

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

\_\_\_\_\_  
Date

**COMPANY'S PREVIOUS AND RELEVANT EXPERIENCE**

| No | Indication of Competence and Ability to Perform Successfully   |   |
|----|--|---|
| 1  | <p><b>Brief Description of Contract:</b></p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total <b>Value</b> of Contract awarded to you:</p> <p>R _____</p> | <p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p>( Company / Institution )</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>( First name or Initials, plus Surname )</p> <p>Telephone Number:</p> <p>_____</p> |
| 2  | <p><b>Brief Description of Contract:</b></p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total <b>Value</b> of Contract awarded to you:</p> <p>R _____</p> | <p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p>( Company / Institution )</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>( First name or Initials, plus Surname )</p> <p>Telephone Number:</p> <p>_____</p> |
| 3  | <p><b>Brief Description of Contract:</b></p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total <b>Value</b> of Contract awarded to you:</p> <p>R _____</p> | <p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p>( Company / Institution )</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>( First name or Initials, plus Surname )</p> <p>Telephone Number:</p> <p>_____</p> |

|          |  |   |
|----------|--|---|
| <p>4</p> | <p><b>Brief Description of Contract:</b></p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total <b>Value</b> of Contract awarded to you:</p> <p>R _____</p> | <p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p>( Company / Institution )</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>( First name or Initials, plus Surname )</p> <p>Telephone Number:</p> <p>_____</p> |
| <p>5</p> | <p><b>Brief Description of Contract:</b></p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total <b>Value</b> of Contract awarded to you:</p> <p>R _____</p> | <p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p>( Company / Institution )</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>( First name or Initials, plus Surname )</p> <p>Telephone Number:</p> <p>_____</p> |
| <p>6</p> | <p><b>Brief Description of Contract:</b></p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total <b>Value</b> of Contract awarded to you:</p> <p>R _____</p> | <p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p>( Company / Institution )</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>( First name or Initials, plus Surname )</p> <p>Telephone Number:</p> <p>_____</p> |

**KEY PERSONNEL**  
**(Attach CV's and Qualifications to Tender Submission)**

Tenderers to list key personnel's relevant experience in waste management or waste management projects with a minimum NQF Level 6 qualification in Management or Project Management, Tenderers to attach detailed CV showing relevant previous and current experience with contactable references listed in Schedule 13B. Bidders are to note scoring will not be completed should no CV of the required personnel be included.

Tenderers must provide detailed CV's of proposed Key Personnel

| NAME AND SURNAME | OPERATIONS<br>MANAGER /<br>COORDINATOR | YEARS OF EXPERIENCE<br>(Management / Project<br>Managements experience).<br>Insert start date (month &<br>year)<br>FROM (DATE) | YEARS OF EXPERIENCE<br>(Management / Project<br>Managements experience).<br>Insert end date (month &<br>year)<br>FROM (DATE) |
|------------------|--|--|--|
|                  |  |  |  |
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|                  |  |  |  |
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|                  |  |  |  |
|                  |  |  |  |

If space is insufficient, please use this format for additional details in your attachment to this Tender Document

## CLEANSING STANDARDS OF CLEANLINESS: INSIDE INFORMAL SETTLEMENTS

**LEVEL 1: DESIRED LEVEL OF CLEANLINESS**



No delay in payment.

**LEVEL 2: MINIMUM LEVEL OF CLEANLINESS**



No delay in payment. However, contractor should endeavour to achieve continual improvement

**LEVEL 3: UNACCEPTABLE LEVEL OF CLEANLINESS**



Level 3 for any informal settlement with an Area resulting in the Contractor being given notice to achieve level 1/2 **within 24 hours**. Penalties as per the tender specification will apply.

**LEVEL 4: TOTALLY UNACCEPTABLE LEVEL OF CLEANLINESS**



Level 4 for any informal settlement within an Area, resulting in the Contractor being given written notice to achieve level 1/2 **within 24 hours**. Penalties as per the tender specification will apply.

# CLEANSING STANDARDS OF CLEANLINESS: AROUND SHIPPING CONTAINERS

| LEVEL 1: DESIRED LEVEL OF CLEANLINESS   | LEVEL 2: MINIMUM LEVEL OF CLEANLINESS  |
|---|--|
|   |    |
| <p>No delay in payment.</p>   | <p>No delay in payment. However, contractor should endeavour to achieve continual improvement</p>  |
| LEVEL 3: UNACCEPTABLE LEVEL OF CLEANLINESS  | LEVEL 4: TOTALLY UNACCEPTABLE LEVEL OF CLEANLINESS   |
|   |    |
| <p>Level 3 for any informal settlement within an Area, resulting in the Contractor being given notice to achieve level 1/2 <b><u>within 24 hours</u></b>. Penalties as per the tender specification will apply.</p> | <p>Level 4 for any informal settlement within an Area , resulting in the Contractor being given written notice to achieve level 1/2 <b><u>within 24 hours</u></b>. Penalties as per the tender specification will apply.</p> |

# CLEANSING STANDARDS OF CLEANLINESS: AROUND THE PERIPHERY

**LEVEL 1: DESIRED LEVEL OF CLEANLINESS**



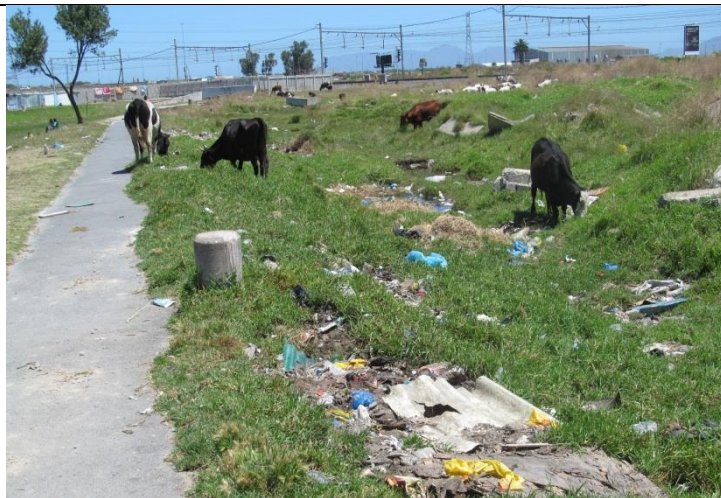
No delay in payment.

**LEVEL 2: MINIMUM LEVEL OF CLEANLINESS**



No delay in payment. However, contractor should endeavour to achieve continual improvement

**LEVEL 3: UNACCEPTABLE LEVEL OF CLEANLINESS**



Level 3 for any informal settlement within an Area resulting in the Contractor being given notice to achieve level 1/2 **within 24 hours**. Penalties as per the tender specification will apply.

**LEVEL 4: TOTALLY UNACCEPTABLE LEVEL OF CLEANLINESS**



Level 4 for any informal settlement within an Area, resulting in the Contractor being given written notice to achieve level 1/2 **within 24 hours**. Penalties as per the tender specification will apply.

**Schedule F.14: Appeal Application**

annexure 'B'

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

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.

## ANNEXURE 13A

|   |
|---|
| <b>COMPANY'S PREVIOUS AND RELEVANT EXPERIENCE</b> |
|---|

| No | Indication of Competence and Ability to Perform Successfully  |  |
|----|---|--|
| 1  | <b>Brief Description of Contract:</b><br>_____<br>_____<br>Starting Date: _____<br>End Date: _____<br>Total <b>Value</b> of Contract awarded to you:<br>R _____ | Principal (Employer / Awarder of Contract):<br>_____<br><small>( Company / Institution )</small><br>Contact Person at Principal:<br>_____<br><small>( First name or Initials, plus Surname )</small><br>Telephone Number:<br>_____ |
| 2  | <b>Brief Description of Contract:</b><br>_____<br>_____<br>Starting Date: _____<br>End Date: _____<br>Total <b>Value</b> of Contract awarded to you:<br>R _____ | Principal (Employer / Awarder of Contract):<br>_____<br><small>( Company / Institution )</small><br>Contact Person at Principal:<br>_____<br><small>( First name or Initials, plus Surname )</small><br>Telephone Number:<br>_____ |
| 3  | <b>Brief Description of Contract:</b><br>_____<br>_____<br>Starting Date: _____<br>End Date: _____<br>Total <b>Value</b> of Contract awarded to you:<br>R _____ | Principal (Employer / Awarder of Contract):<br>_____<br><small>( Company / Institution )</small><br>Contact Person at Principal:<br>_____<br><small>( First name or Initials, plus Surname )</small><br>Telephone Number:<br>_____ |
| 4  | <b>Brief Description of Contract:</b><br>_____<br>_____<br>Starting Date: _____<br>End Date: _____<br>Total <b>Value</b> of Contract awarded to you:<br>R _____ | Principal (Employer / Awarder of Contract):<br>_____<br><small>( Company / Institution )</small><br>Contact Person at Principal:<br>_____<br><small>( First name or Initials, plus Surname )</small><br>Telephone Number:<br>_____ |

If space is insufficient, please use this format for additional details in your attachment to this RFQ Document.

## ANNEXURE 13B

**KEY PERSONNEL****(Attach CV's and Qualifications to Tender Submission)**

The Operations Coordinator / Contract Lead / Operations Manager employed by the Bidder must have managerial/operations experience in waste management or waste management projects with a minimum NQF Level 6 qualification in Management or Project Management, Tenderers to attach detailed CV showing relevant previous and current experience with contactable references listed in Schedule 13B. Bidders are to note scoring will not be completed should no CV of the required personnel be included.

| AREA   | NAME AND SURNAME | OPERATIONS MANAGER /<br>COORDINATOR | YEARS OF EXPERIENCE (Management /<br>Project Managements experience). Insert<br>start and end date (month & year) |
|--------|------------------|-------------------------------------|---|
| Area 1 |                  |                                     |   |
| Area 2 |                  |                                     |   |
| Area 3 |                  |                                     |   |
| Area 4 |                  |                                     |   |
| Area 5 |                  |                                     |   |
| Area 6 |                  |                                     |   |
| Area 7 |                  |                                     |   |

|               |  |  |  |
|---------------|--|--|--|
| <b>Area 8</b> |  |  |  |
|---------------|--|--|--|

If space is insufficient, please use this format for additional details in your attachment to this BID Document.