


TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8 Page 1 of 128

TENDER NO: 62S/2022/23

TENDER DESCRIPTION: CLEANING OF SEWER PUMP STATION WET WELL (CITY WIDE)

CONTRACT PERIOD: 36 MONTHS FROM DATE OF COMMENCEMENT

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 05 September 2022

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER:** 147

TENDER FEE: R 200 Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

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

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

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VOLUME 1: THE TENDER

(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	05 August 2022
SITE VISIT/CLARIFICATION MEETING	:	10h00 on 17 August 2022 (Non-compulsory but highly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Retreat Low Lift pump station, Corner St Stephen Avenue and Military Rd, Seawinds, Retreat
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town. The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "TENDER NO. 62S/2022/23 : CLEANING OF SEWER PUMP STATION WET WELLS (CITY WIDE)" the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
CCT TENDER REPRESENTATIVE		[Name: Ntsikelelo Luthuli Tel. No.: (021) 444 3975 or 082 729 4980 Email: ntsikelelo.luthuli@capetown.gov.za

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

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

2.1.1.1 The City of Cape Town (CCT) and each tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations.

The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the Employer 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 that contract. Please refer to this document contained on the Employer's website.

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

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 the returnable documents are part of these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the 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 by its Director: Supply Chain Management or his nominee.

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

Unless otherwise stated in the tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.

The CCT intends to appoint two tenderers (the highest ranked tenderer ("the winner") per area and in addition the winner will be a standby for the other area. Each tenderer will be limited to a maximum of one area as a "Winner" and an additional area as a "standby".

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

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods or services on a "winner-takes-all" basis, whereby the order will always be offered and, if accepted, allocated to the highest ranked tenderer ("the winner"), and only if he refuses will the work be offered to the next highest ranked tenderer from the standby tenderers). The Standby Supplier will also be used if the Main Supplier cannot fulfil the requirements of the Contract by the stipulated delivery date on the Purchase Order or Agreed Delivery schedule.

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

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

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

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

2.1.5.3 Nomination of Alternative Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i. Must be in writing
 - ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant's rights were affected by the decision;
 - iv. It must state the remedy sought; and
 - v. It must be accompanied with a copy of the notification advising the person of the decision

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

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

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

2.1.6.4 All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:

The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Corporate Services Directorate

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

2.1.6.5 All requests referring to clause 2.1.6.3 ns must be submitted in writing to:

The City Manager - C/o the Manager: Access to Information Unit, Corporate Services Directorate

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

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

Via fax at: 086 202 9982

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

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

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

2.1.9 Protection of Personal Information Act (POPIA):

The City of Cape Town (City) respects the privacy rights of all persons who participate in the City's procurement procedures. All personal information of the bidder will be processed in accordance to the Protection of Personal Information Act 4 of 2013 (POPIA). Personal information of bidders will only be processed for purposes of tendering procedures and the associated processing operations, or, for any other legitimate purpose relating to City functions.

Personal information of City employees will only be processed for purposes of executing the obligations of the contract and the associated processing operations, or, for any other legitimate purpose relating to City and/or service provider functions.

All matters will be treated as confidential and in connection with the tender. You may 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.

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

- 1.1 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;
- 1.2 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;
- 1.3 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;
- 1.4 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-contractors' 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;
- 1.5 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);
- 1.6 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
- 1.7 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.

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. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Relevant Experience of Tenderer

Tenderer has demonstrated a minimum of two (2) years relevant experience. Refer to **Schedule 15A**, to be completed and additional information appended to confirm compliance to the requirement.

Returnable Schedule 15A : Requires the tenderer to provide a list of completed projects involving primarily the cleaning out of sewage contaminated debris from enclosed structures, including sewer pumpstation wet wells, sewer sandtraps and the bulk cleaning of sewer pipelines with diameters 500mm and greater. Stormwater, potable water and treated effluent related projects are not relevant and will not be considered.

2.2.1.1.4 Key Staff Requirements

a) 3x Supervisors

A minimum of 3x Supervisors are required per Area. The 3 Supervisor(s) must each have a minimum of two (2) years relevant experience. Tenderers are required to complete Schedule 15B and must submit a CV of the 3 x supervisor(s) with the tender document.

Refer to **Schedule 15B** , to be completed and CV's attached.

Returnable Schedule 15B: Requires the tenderer to provide projects in which the nominated 3 Supervisors have completed work, which primarily involved the **cleaning out of sewage contaminated debris from enclosed structures**, including sewer pumpstation wet wells, sewer sandtraps and the bulk cleaning of sewer pipelines with diameters 500mm and greater. No stormwater, potable water and effluent related projects will be considered. Supervisors must have code 14 or 10 driver's licence with valid PrDP.

b) 6x Operator Assistants

A minimum of 6x Operator Assistants are required to fulfil the operational requirements per Area. The 6x Operators/ Assistants must each have a minimum of one (1) year's relevant experience. Tenderers are required to complete Schedule 15C and must submit a CV of the 6x Operators/ Assistants with the tender document.

Returnable Schedule 15C: Requires the tenderer to provide projects in which the nominated 6 **Operators/ Assistants** have completed work, with primary activity being the **cleaning out of sewage contaminated debris from enclosed structures**, including sewer pumpstation wet wells, sewer sandtraps and the bulk cleaning of sewer pipelines with diameters 500mm and greater. No stormwater, potable water and effluent related projects will be considered.

The positions of the Supervisor(s) and Operator(s)/ Assitants must be held by different people.

2.2.1.1.5 Combination Super Sucker Units (Vehicles)

Own a minimum of three (3) Combination Super Sucker Units to fulfil the operational requirements of one (1) Area. 3x combination super sucker units are required to meet the minimum requirements. No leasing/hiring of combination super sucker units will be considered for this tender. Refer to **Schedule 15C** to be completed.

Returnable Schedule 15C: The tenderer must own a minimum of three (3) Combination Super Sucker Units. The tenderer to provide Proof of Registration and ownership for all Combination Super Sucker Units in the form of a Motor Vehicle Licence (MVL1) documents and Certificate of Registration (RC1) Documents for each Combination super sucker unit.

Minimum requirements of each Combination Super Sucker Unit as per section 4.3(b) in the specifications are:

- 1) The debris tank with a capacity of not less than 5m³
- 2) The free airflow of 1000 litres per second capable of continuous running
- 3) The flexible suction hose must not be smaller than 150mm (6") diameter
- 4) Wet or dry material removed from the wetwell should be contained in a sealed container. (Debris tank)
- 5) Discharge from the debris tank will be at the rear by means of hydraulically opened door, to a minimum angle of 50 degrees.
- 6) A jetting equipment capable of providing a minimum jetting pressure of at least 120Bar at 250l/min
- 7) The jetting hose must be a minimum of 25mm diameter with a minimum operational length of 120m
- 8) The jetting hose shall be wound unto a hose reel, which is power driven in both the clockwise and anti-clockwise directions
- 9) Two of the six required combination super sucker units must have a blower silencer or exhauster to maintain 75 decibels at 7 meter range.

2.2.1.1.6 Detailed Method Statement

Refer to **Schedule 15E** - Provide a Detailed Method Statement . Please note that the detailed method statement should **be a minimum of two (2) pages** and must be attached to Schedule 15E.

The Tenderer **must** submit a **Detailed Method Statement** for the removal of the sewage debris from the pump station wetwells. The tasks allocated to the various team members who will be involved with this operation must be included in the detailed method statement.

The following activities **MUST** be addressed and clearly outlined in the method statement:

- 1) All required resources to be checked prior to departure from the Service Provider's premises,
- 2) arrival at the site of the works,
- 3) setting up of plant and equipment,
- 4) the use of bladders / inflatable stoppers

- 5) undertaking of cleaning operation,
- 6) cleaning of wetwell walls
- 7) handling and loading of debris,
- 8) transportation of debris to waste disposal site,
- 9) disposal of debris at waste disposal site,
- 10) departure from the site of the works

Only those tenderers who comply with all of the eligibility criteria as stated in the above-mentioned clauses will be deemed as responsive. Tenderers must complete the Returnable Schedule 15 (A to E) and the supporting information requested, with their tender submissions or within 7 (seven) days of the Employer's written request thereof. Failure to provide this could result in the tenderer not being able to achieve the minimum tender conditions. Each eligibility requirement will be evaluated according to project experience and resources submitted.

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information.

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

2.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information, where possible.

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

2.2.12.1 Submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract conditions and described in the specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Returnable Schedules duly completed and signed will be declared responsive.

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

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

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

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

2.2.12.4 Sign the original tender offer where required in terms of the tender conditions. The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture or any other document signed by all parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the

persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.

2.2.12.5 Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the CCT’s address and identification details stated in the General Tender Information, as well as the tenderer’s name and contact address.

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

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

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

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

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, 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 the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

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

The applicable code for this tender is the **Amended Codes of Good Practise (Generic Scorecard)** unless in possession of a valid sector certificate.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

2.2.19.2 Evidence of tax compliance

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

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

2.3.1.1 Unless otherwise stated in the Tender Conditions, 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 representative for the purpose of this tender is stated on the General Tender Information page.

2.3.2 Issue Notices

If necessary, 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 Employer 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, open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions.

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 and the preferences indicated.

2.3.3.3 Make available a record of the details announced at the tender opening meeting on the CCT's website (.)

2.3.4 Two-envelope system

2.3.4.1 Where stated in the tender conditions that a two-envelope system is to be followed, 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 tender conditions and announce the name of each tenderer whose technical proposal is opened.

2.3.4.2 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. Open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the tender conditions, and announce the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

2.3.5 Non-disclosure

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

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

2.3.10.1.1 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 tender conditions.

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Part 5)**:

- based on the sum of the prices/rates in relation to a typical project/job. (**Annexure G**)

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 preference point system will apply to this tender and the lowest acceptable tender will be used to determine the applicable preference point system

The 90/10 price/preference points system will be applied to the evaluation of responsive tenders over 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 scored as follows:

Points will be awarded to tenderers who are eligible for preferences in respect of the B-BBEE level of contributor attained in terms of **Preference Schedule**.

A maximum of 10 tender adjudication points will be awarded for preference to tenderers with responsive tenders who are eligible for such preference, in accordance with the criteria listed below.

Up to **10** adjudication points (N_P) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

**A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor.*

or, in respect of Exempted Micro Enterprises (EMEs):

Black Ownership of EME	Deemed Status Contributor	B-BBEE Level of	Number of Points for Preference
less than 51%	4		5
at least 51% but less than 100%	2		9
100%	1		10

or, in respect of Qualifying Small Enterprises (QSEs):

Black Ownership of QSE	Deemed Status Contributor	B-BBEE Level of	Number of Points for Preference
at least 51% but less than 100%	2		9
100%	1		10

The total number of adjudication points (N_T) shall be calculated as follows:

$$N_T = P_S + N_P$$

Where: P_S is the number of points scored for price;
 N_P is the number of points scored for preference.

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

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

- does not allow any preferred tenderer a second or unfair opportunity;
- is not to the detriment of any other tenderer; and
- 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 PPPFA Regulations, 2017, 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 employer'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 employer, to perform the contract free of conflicts of interest.

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

2.3.12.4 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 City as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known family of notorious individuals;
- c) poor performance issues, known to the City;
- d) negative social media reports; and
- e) adverse assurance (e.g. due diligence) report outcomes.

2.3.12.5 The CCT reserves the right to nominate an alternative 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 alternative bidder in terms of the procedures included its SCM Policy.

2.3.13 Prepare contract documents

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

- a) notices issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the CCT and the successful tenderer.

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


2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO: 62S/2022/23

TENDER DESCRIPTION: CLEANING OF SEWER PUMP STATION WET WELLS (CITY WIDE)

CONTRACT PERIOD: 36 MONTHS FROM DATE OF COMMENCEMENT

VOLUME 2: RETURNABLE DOCUMENTS

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address (Chosen domicilium citandi et executandi)	Postal Code _____
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) Telephone:(____) _____ Fax:(____) _____ Cellular Telephone: _____ E-mail address: _____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	c) Does the tenderer have any source of income in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No
Other Required registration numbers	

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 62S/2022/23: CLEANING OF SEWER PUMP STATION WET WELLS (CITY WIDE]

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

Name of Tendering Entity* ("the tenderer")	
Trading as (if different from above)	

AND WHO IS represented herein by: (full names of signatory)

duly authorised to act on behalf of the tenderer in his capacity as: (title/ designation)

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.

Signature(s)

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

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER: 62S/2022/23: CLEANING OF SEWER PUMP STATION WET WELLS (CITY WIDE)

ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions of contract. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- (7) & (8): Special and General Conditions of Tender
- (5) Price schedule
- 13: Specifications

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer 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 this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms of the conditions of contract identified in the special contract conditions. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the parties have signed the table below and confirms receipt from the employer of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now supplier) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

The Parties	Employer	Supplier
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

FORM OF OFFER AND ACCEPTANCE (continued)

(TO BE FILLED IN BY THE CITY OF CAPE TOWN)

Schedule of Deviations

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 becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject

Details

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.....
.....

2 Subject

Details

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.....
.....

3 Subject

Details

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.....

4 Subject

Details

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.....

By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the returnable schedules, 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 receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

(5) PRICE SCHEDULE

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

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

ITEM NO	SHORT DESCRIPTION	UNIT	RATE	
			R	C
1	Routine cleaning and removal of all silt, sand, sludge, roots and other debris from sewer pump station wetwells			
1.1	Normal working hours (07H30 to 16H30 Monday to Friday)	Per Hour		
1.2	Overtime Rates on weekdays	Per Hour		
1.3	Week-end and Public Holiday Rates	Per Hour		
2	<u>Transportation of Sewerage debris to Vissershok Waste Management Facility</u>			
2.1	Transportation Costs (Single Direction – from work site to the disposal site.	Per Ton/km		
2.2	Transportation Costs of (Single Direction – from work site to the disposal site)	Per Ton/km		
3	<u>Disposal of Sewerage debris at Vissershok Waste Management Facility</u>			
3.1	Disposal Cost at Vissershok Waste Management Facility including all treatment and chemicals as per sample data sheet provided Page 11.	Per Ton		
4	<u>Provision of bladders / inflatable stoppers (on an as and when required basis) for diameters ranging from:</u>			
4.1	Ø0 – Ø300mm	Per Day		
4.2	Ø301 – Ø500mm	Per Day		
4.3	Ø501 – Ø700mm	Per Day		

4.4	> Ø700mm	Per Day	
5	Over-Pumping: Control sewage by over-pumping		
5.1	Centrifugal Self priming Solid Handling mobile 6 inch pump - Flow rate of up to 100 cubic metres per hour @ 20m pressure head	Rate / Hour	
5.2	Centrifugal Self priming Solid Handling mobile 6 inch pump - Flow rate of up to 200 cubic metres per hour @ 20m pressure head	Rate / Hour	
5.3	Centrifugal Self priming Solid Handling mobile 6 inch pump Super Silent Running, <70dB @ 7m - Flow rate of 100 cubic metres per hour @ pressure 20m head(Spec section)	Rate / Hour	
5.4	Centrifugal Self priming Solid Handling mobile 6 inch pump Super Silent Running, <70dB @ 7m - Flow rate of 200 cubic metres per hour @ 20m pressure head(Spec section)	Rate / Hour	
5.3	Layflat hosing: Up to 200mm diam.	Rate / Hour	R
6	Provision of Security Services		
6.1	PSiRA Grade A Guard	Rate/Hour	
6.2	PSiRA Grade B Armed/Unarmed Guard	Rate/Hour	
6.3	PSiRA Grade C Armed/Unarmed Guard	Rate/Hour	
6.4	PSiRA Grade D Unarmed Guard	Rate/Hour	
7	Health and Safety Compliance		
7.1	Compliance with the Project Specific Health and Safety Specifications, Construction Regulations (7 February 2014) and Occupational Health and Safety Act (No.85 of 1993) for the 36 months contract duration	Sum	

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 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 Prices tendered below shall be subject to adjustment in accordance with Schedule 8. Firm prices will not be considered and the tender will be declared non-responsive. Should the award of a contract be delayed beyond the original tender validity period, and a tenderer is prepared to extend the validity period conditional to contract price adjustment, then the CCT may in its sole discretion approve or reject such proposed contract price adjustment.
- 5.9 Rates will be applicable to all regions within the City of Cape Town Municipal boundaries.
- 5.10 **Rates submitted for Item 6 - Provision of Security Services in the pricing schedule is to include after hour, weekends and public holidays.**

INITIALS OF CITY OFFICIALS		
1	2	3

(6) SUPPORTING SCHEDULES**Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums**

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

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

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

Note: A copy of the Joint Venture Agreement shall be appended to List of other documents attached by tenderer schedule.

Schedule 2: 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	
-----	--	----	--

1.1 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	
-----	--	----	--

3.1 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	
-----	--	----	--

4.1 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 employer of any other remedies available to it.

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

Date

Schedule 3: Preference Schedule

1 Definitions

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practice (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE status level of contributor: The B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Black Designated Groups: The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

Black People: The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

Consortium or Joint Venture: 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.

Contract The agreement that results from the acceptance of a bid by an organ of state.

Co-operative: A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

Designated Group: Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

Designated Sector: A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Exempted Micro Enterprise (EME): An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Firm Price: The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

Functionality: The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

Military Veteran: The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

National Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).

Price: Includes all applicable taxes less unconditional discounts.

Proof of B-BBEE status level of contributor: The B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of good Practice or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

Qualifying Small Enterprise (QSE): A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Rand Value: means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

Rural Area: A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

Stipulated Minimum Threshold: The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Sub-contract: The primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

The Act: The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

Total Revenue: Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

Township: An urban living area that at any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Trust: The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

Trustee: Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Youth: The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of tender offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBEE level of contribution in accordance with the Codes of Good Practise, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 6) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;
- 8) accept that the CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard

submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;

- 9) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

The sanctions for breaching the conditions associated with the granting of preferences are:

- 1) disqualify the supplier from the tender process;
- 2) recover costs, losses or damages the CCT has incurred or suffered as a result of the supplier's or contractor's conduct;
- 3) cancel the contract in whole or in part and claim any damages which the CCT has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 4) restrict the supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the CCT for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied and inform the National Treasury accordingly;
- 5) forward the matter for criminal prosecution; and/or
- 6) financial penalties payable to the CCT, as set out below.

Financial penalty for breach of Condition 2 in Section 2 above:

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the supplier qualified for (unless so declared or proven to be beyond the control of the supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the supplier qualified for, expressed as a percentage of P*, less 25%

P* = Value of the contract

Financial penalty for breach in terms of condition 6 in Section 2 above:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

$$\text{Penalty} = 5/100 \times (B-BBEE^a - B-BBEE^t) \times P^*$$

where:

B-BBEE^a = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

B-BBEE^t = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of tender evaluation

P* = Value of the contract

Financial penalty for breach in terms of condition 10 in Section 2 above:

The penalty to be applied where the supplier fails to disclose subcontracting arrangement after the award of the tender is up to a maximum of 10% of the value of the contract.

4 Level of Contribution in respect of enterprise status or structure of the tendering entity (the supplier)

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below.

Table 1: Level of Contribution

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), less than 51% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), less than 51% black-owned	<input type="checkbox"/>
Verified B-BBEE contributor <input type="checkbox"/> B-BBEE Status Level of Contributor ¹	<input type="checkbox"/>
Non-compliant contributor	<input type="checkbox"/>

¹ If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

5 Declarations

1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works

☐
Note:

Suppliers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the supplier contravenes the conditions in Section 2.

2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:

- (i) the information furnished is true and correct;
- (ii) the preference claimed is in accordance with the conditions of this schedule;
- (iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBEE level of contributor as at the closing date is correct; and
- iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

Signature

Date

Name (PRINT)

(For and on behalf of the Supplier (duly authorised))

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

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

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 3.4 Company or Close Corporation Registration Number:.....
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:.....
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.12.1 If yes, furnish particulars

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

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town 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 City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City'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 employer of any other remedies available to it.

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

Date

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

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

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

Schedule 5: 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 City of Cape Town, please contact the following:

the City'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 employer of any other remedies available to it.

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

Date

Schedule 6: 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>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?</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>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
2.1.1	If so, furnish particulars:		
2.2	<p>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?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
2.2.1	If so, furnish particulars:		
2.3	<p>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?</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>

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 <input type="checkbox"/>	No <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 <input type="checkbox"/>	No <input type="checkbox"/>
2.7.1	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 employer of any other remedies available to it.

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

 Date

Schedule 7: Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

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;
- d) 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 employer of any other remedies available to it.

Physical Business address(es) of the tenderer	Municipal Account number(s)

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)

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

Date

Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation

8 Pricing Instructions

- 8.1 The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all tenderers.
- 8.2 ~~Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.~~
- 8.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared nonresponsive.
- 8.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 8.5 Any claim for an increase in the Contract price shall be submitted in writing to the:
Director Supply Chain Management, City of Cape Town,
P O Box 655, Cape Town, 8000 or
· by email to: CPA.Request@capetown.gov.za
· by fax to: (021) 400 2717 / 086 588 5170 for attention: Rene Wyngaard prior to the month upon which the price adjustment would become effective.
- 8.6 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.
- 8.7 When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- 8.8 The CCT reserves the right to request the supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for 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.
- 8.9 Price Adjustment Mechanism:
- 8.9.1 The Contract Price as per GCC shall remain Firm for the first 12 months (from date of closure of tender) and no claims for contract price adjustment will be considered for the first 12 months subject to the provisions in the price schedule.
- 8.9.2 Subject to 9.9.1. Above, Contract Price Adjustment will be applicable as from commencement of the 13 month of the contract period. Tenderers shall be entitled to claim contract price adjustment as follows:
- 8.9.3 Adjustment applicable to items 1, 2, 4 & items 5, 6 of the Pricing Schedule 90% of the tendered price will be subject to adjustment annually based on the average Consumer Price Index (CPI) as follows:

From start of 12h month to the end of the 24th month: Subject to contract price adjustment in accordance with the

TENDER NO: 62S/2022/23

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 12th 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%.

8.9.4 10% of the rate will remain fixed.

8.10 Price Adjustment In Respect of Disposal at Vissershok Waste Management Facility

The tender prices are based on disposal rate at the disposal site: Vissershok Waste Management Facility, and is subject to adjustment once per year effective on 1st July of each year in direct proportion to any variation in this tariff. The cost of any chemical treatment of the sewage debris is deemed to have been included in the disposal rate tendered and there will be no additional payment, should the type or quantity of chemical treatment be altered during the contract period.

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender **62S/2022/23 : CLEANING OF SEWER PUMP STATION WET WELLS (CITY WIDE)** in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

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

Date

Name (PRINT)

(For and on behalf of the Tenderer (duly authorised))

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

Schedule 13: List of other documents attached by tenderer
--

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

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

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

 Date

Schedule 14: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 15: Information to be provided with the tender
--

The following information shall be provided with the Tender:

1. Company Experience- Schedule of company projects and experience
2. Staff Experience
 - 2.1 CV of Supervisor/s
 - 2.2 Supervisor/s valid Code 10 or 14 licence and valid PDP – As per **Annexure B**
 - 2.3 CV of Operator/s
3. Valid Motor Vehicle License (MVL1) and Certificate of Registration (RC1) documents for each Combination Super Sucker Units owned – As per **Annexure C**
4. Detailed Method Statement covering all aspects as per **Annexure E**

SIGNED ON BEHALF OF TENDERER:

Schedule 15A : Relevant Experience of Tenderer

Tenderer is required to provide a list of completed projects involving primarily the cleaning out of sewage contaminated debris from enclosed structures, including sewer pumpstation wet wells, sewer sandtraps and the bulk cleaning of sewer pipelines with diameters 500mm and greater. Stormwater, potable water and treated effluent related projects are not relevant and will not be considered.

No	Details	
1	Project Reference Number & Brief Description of Work: <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Employer : <div style="border-bottom: 1px solid black; width: 100%;"></div> Starting Date: <div style="border-bottom: 1px solid black; width: 100%;"></div> End Date: <div style="border-bottom: 1px solid black; width: 100%;"></div> Duration in days/months/hrs <div style="border-bottom: 1px solid black; width: 100%;"></div>	Principal (Employer / Awarder of Contract): <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="text-align: center;">(Company / Institution)</div> Contact Person at Principal: <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="text-align: center;">(First name or Initials, plus Surname)</div> Telephone Number: <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Email address: <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div>
2	Project Reference Number & Brief Description of Work: <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Employer : <div style="border-bottom: 1px solid black; width: 100%;"></div> Starting Date: <div style="border-bottom: 1px solid black; width: 100%;"></div> End Date: <div style="border-bottom: 1px solid black; width: 100%;"></div> Duration in days/months/hrs <div style="border-bottom: 1px solid black; width: 100%;"></div>	Principal (Employer / Awarder of Contract): <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="text-align: center;">(Company / Institution)</div> Contact Person at Principal: <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="text-align: center;">(First name or Initials, plus Surname)</div> Telephone Number: <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Email address: <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div>
3	Project Reference Number & Brief Description of Work: <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Employer : <div style="border-bottom: 1px solid black; width: 100%;"></div> Starting Date: <div style="border-bottom: 1px solid black; width: 100%;"></div> End Date: <div style="border-bottom: 1px solid black; width: 100%;"></div> Duration in days/months/hrs <div style="border-bottom: 1px solid black; width: 100%;"></div>	Principal (Employer / Awarder of Contract): <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="text-align: center;">(Company / Institution)</div> Contact Person at Principal: <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="text-align: center;">(First name or Initials, plus Surname)</div> Telephone Number: <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Email address: <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div>

Schedule 15A : Relevant Experience of Tenderer (cont.)

No	Details	
4	Project Reference Number & Brief Description of Work: _____ _____ Employer : _____ Starting Date: _____ End Date: _____ Duration in days/months/yrs _____	Principal (Employer / Awarder of Contract): _____ (Company / Institution) Contact Person at Principal: _____ First name or Initials, plus Surname Telephone Number: _____ Email address: _____
5	Project Reference Number & Brief Description of Work: _____ _____ Employer : _____ Starting Date: _____ End Date: _____ Duration in days/months/yrs _____	Principal (Employer / Awarder of Contract): _____ (Company / Institution) Contact Person at Principal: _____ (First name or Initials, plus Surname) Telephone Number: _____ Email address: _____
6	Project Reference Number & Brief Description of Work: _____ _____ Employer : _____ Starting Date: _____ End Date: _____ Duration in days/months/yrs _____	Principal (Employer / Awarder of Contract): _____ (Company / Institution) Contact Person at Principal: _____ (First name or Initials, plus Surname) Telephone Number: _____ Email address: _____

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

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

.....
Signed on Behalf of Tenderer

Date :

Schedule 15B: KEY STAFF (6X SUPERVISORS)

Tenderer is required to provide projects in which each of the nominated 6 **Supervisor(s)** have completed work, with primary activity being the cleaning out of sewage contaminated debris from enclosed structures, including sewer pumpstation wet wells, sewer sandtraps and the bulk cleaning of sewer pipelines with diameters 500mm and greater. No stormwater, potable water and effluent related projects will be considered.

The 6 Supervisor(s) must each have a minimum of two (2) years previous experience. Tenderers are required to complete **Schedule 15B** and must submit a CV of each of the 6 supervisor(s) with the tender document. **6 Supervisors are required to meet the minimum requirements.**

The positions of the Supervisor(s) and Operator(s)/ Assistants must be held by different people.

SUPERVISORY (SUPERVISION EXPERIENCE IS REQUIRED – CV'S AS PROOF TO BE PROVIDED FOR EACH SUPERVISOR)

SUPERVISOR NO.1

NAME:		ID:		VALID CODE 10 DRIVERS LICENCE AND PDP	
CONTRACTS & CLIENTS	DESCRIPTION OF WORKS	SUPERVISOR POSITION HELD INDICATE YES OR NO	END & START DATES (YYYY/MM/DD)	CODE 10 LICENCE INDICATE YES OR NO	PDP INDICATE YES OR NO
			Start:		
			End:		
			Start:		
			End:		
			Start:		
			End:		
			Start:		
			End:		

SUPERVISOR NO.2

NAME:		ID:		VALID CODE 10 DRIVERS LICENCE AND PDP	
CONTRACTS & CLIENTS	DESCRIPTION OF WORKS	SUPERVISOR POSITION HELD INDICATE YES OR NO	END & START DATES (YYYY/MM/ DD)	CODE 10 LICENCE INDICATE YES OR NO	PDP INDICATE YES OR NO
			Start:		
			End:		
			Start:		
			End:		
			Start:		
			End:		
			Start:		
			End:		

SUPERVISOR NO.3

NAME:		ID:		VALID CODE 10 DRIVERS LICENCE AND PDP	
CONTRACTS & CLIENTS	DESCRIPTION OF WORKS	SUPERVISOR POSITION HELD INDICATE YES OR NO	END & START DATES (YYYY/MM/ DD)	CODE 10 LICENCE INDICATE YES OR NO	PDP INDICATE YES OR NO
			Start:		
			End:		
			Start:		
			End:		
			Start:		
			End:		
			Start:		
			End:		

NOTE:
THE ABOVE POSITIONS MUST BE HELD BY DIFFERENT PERSONS.

SUPERVISOR NO.4

NAME:		ID:		VALID CODE 10 DRIVERS LICENCE AND PDP	
CONTRACTS & CLIENTS	DESCRIPTION OF WORKS	SUPERVISOR POSITION HELD INDICATE YES OR NO	END & START DATES (YYYY/MM/ DD)	CODE 10 LICENCE INDICATE YES OR NO	PDP INDICATE YES OR NO
			Start:		
			End:		
			Start:		
			End:		
			Start:		
			End:		
			Start:		
			End:		

SUPERVISOR NO.5

NAME:		ID:		VALID CODE 10 DRIVERS LICENCE AND PDP	
CONTRACTS & CLIENTS	DESCRIPTION OF WORKS	SUPERVISOR POSITION HELD INDICATE YES OR NO	END & START DATES (YYYY/MM/ DD)	CODE 10 LICENCE INDICATE YES OR NO	PDP INDICATE YES OR NO
			Start:		
			End:		
			Start:		
			End:		
			Start:		
			End:		
			Start:		
			End:		

NOTE:
THE ABOVE POSITIONS MUST BE HELD BY DIFFERENT PERSONS.

SUPERVISOR NO.6

NAME:		ID:		VALID CODE 10 DRIVERS LICENCE AND PDP	
CONTRACTS & CLIENTS	DESCRIPTION OF WORKS	SUPERVISOR POSITION HELD INDICATE YES OR NO	END & START DATES (YYYY/MM/ DD)	CODE 10 LICENCE INDICATE YES OR NO	PDP INDICATE YES OR NO
			Start:		
			End:		
			Start:		
			End:		
			Start:		
			End:		
			Start:		
			End:		

NOTE:
THE ABOVE POSITIONS MUST BE HELD BY DIFFERENT PERSONS.

Schedule 15C: 12X OPERATORS/ASSISTANTS

The tenderer is required to provide projects in which each of the nominated 12 **Operators/ Assistants** have completed work, with primary activity being the cleaning out of sewage contaminated debris from enclosed structures, including sewer pumpstation wet wells, sewer sandtraps and the bulk cleaning of sewer pipelines with diameters 500mm and greater. No stormwater, potable water and effluent related projects will be considered.

The 12 Operators/ Assistants must each have a minimum of one (1) year previous experience. Tenderers are required to complete **Schedule 15C** and must submit a CV of each of the 12 Operators/ Assistants with the tender document.

12 Operators / Assistants are required to meet the minimum requirements.

The positions of the Supervisor(s) and Operator(s)/ Assistants must be held by different people.

OPERATIONAL (OPERATORS WITH A MINIMUM OF 1 YEARS EXPERIENCE EACH AS AN OPERATOR ARE REQUIRED) CV'S AS PROOF TO BE PROVIDED FOR EACH OPERATOR/ ASSISTANT

OPERATOR /ASSISTANT NO.1

NAME & SURNAME:		ID:	
CONTRACTS & CLIENTS	DESCRIPTION OF WORKS	OPERATOR / ASSISTANT POSITION HELD INDICATE YES OR NO	END & START DATES (YYYY/MM/DD)
			Start: End:
			Start: End:
			Start: End:

OPERATOR /ASSISTANT NO.2

NAME & SURNAME:		ID:	
CONTRACTS & CLIENTS	DESCRIPTION OF WORKS	OPERATOR / ASSISTANT POSITION HELD INDICATE YES OR NO	END & START DATES (YYYY/MM/DD)
			Start: End:
			Start: End:
			Start: End:

NOTE:

THE ABOVE POSITIONS MUST BE HELD BY DIFFERENT PERSONS.

OPERATOR /ASSISTANT NO.3

NAME & SURNAME:		ID:	
CONTRACTS & CLIENTS	DESCRIPTION OF WORKS	OPERATOR / ASSISTANT POSITION HELD INDICATE YES OR NO	END & START DATES (YYYY/MM/DD)
			Start: End:
			Start: End:
			Start: End:

OPERATOR /ASSISTANT NO.4

NAME & SURNAME:		ID:	
CONTRACTS & CLIENTS	DESCRIPTION OF WORKS	OPERATOR / ASSISTANT POSITION HELD INDICATE YES OR NO	END & START DATES (YYYY/MM/DD)
			Start: End:
			Start: End:
			Start: End:

OPERATOR /ASSISTANT NO.5

NAME & SURNAME:		ID:	
CONTRACTS & CLIENTS	DESCRIPTION OF WORKS	OPERATOR / ASSISTANT POSITION HELD INDICATE YES OR NO	END & START DATES (YYYY/MM/DD)
			Start: End:
			Start: End:
			Start: End:

OPERATOR /ASSISTANT NO.6

NAME & SURNAME:		ID:	
CONTRACTS & CLIENTS	DESCRIPTION OF WORKS	OPERATOR / ASSISTANT POSITION HELD INDICATE YES OR NO	END & START DATES (YYYY/MM/DD)
			Start: End:
			Start: End:
			Start: End:

OPERATOR /ASSISTANT NO.7

NAME & SURNAME:		ID:	
CONTRACTS & CLIENTS	DESCRIPTION OF WORKS	OPERATOR / ASSISTANT POSITION HELD INDICATE YES OR NO	END & START DATES (YYYY/MM/DD)
			Start: End:
			Start: End:
			Start: End:

OPERATOR /ASSISTANT NO.8

NAME & SURNAME:		ID:	
CONTRACTS & CLIENTS	DESCRIPTION OF WORKS	OPERATOR / ASSISTANT POSITION HELD INDICATE YES OR NO	END & START DATES (YYYY/MM/DD)
			Start: End:
			Start: End:
			Start: End:

OPERATOR /ASSISTANT NO.9

NAME & SURNAME:		ID:	
CONTRACTS & CLIENTS	DESCRIPTION OF WORKS	OPERATOR / ASSISTANT POSITION HELD INDICATE YES OR NO	END & START DATES (YYYY/MM/DD)
			Start:
			End:
			Start:
			End:
			Start:
			End:

OPERATOR /ASSISTANT NO.10

NAME & SURNAME:		ID:	
CONTRACTS & CLIENTS	DESCRIPTION OF WORKS	OPERATOR / ASSISTANT POSITION HELD INDICATE YES OR NO	END & START DATES (YYYY/MM/DD)
			Start:
			End:
			Start:
			End:
			Start:
			End:

OPERATOR /ASSISTANT NO.11

NAME & SURNAME:		ID:	
CONTRACTS & CLIENTS	DESCRIPTION OF WORKS	OPERATOR / ASSISTANT POSITION HELD INDICATE YES OR NO	END & START DATES (YYYY/MM/DD)
			Start:
			End:
			Start:
			End:
			Start:
			End:

OPERATOR /ASSISTANT NO.12

NAME & SURNAME:		ID:	
CONTRACTS & CLIENTS	DESCRIPTION OF WORKS	OPERATOR / ASSISTANT POSITION HELD INDICATE YES OR NO	END & START DATES (YYYY/MM/DD)
			Start:
			End:
			Start:
			End:
			Start:
			End:

NOTE:**THE ABOVE POSITIONS MUST BE HELD BY DIFFERENT PERSONS.**

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

.....

Date :

Signed on Behalf of Tenderer

Schedule 15D: COMBINATION SUPER SUCKER UNITS

DETAILS OF COMBINATION SUPER SUCKER UNITS

The tenderer is to own a minimum of 6 Combination Super Sucker Units and complete Annexure C in full.. The tenderer is to provide Proof of Registration and ownership of all Combination Super Sucker Units in the form of the Motor Vehicle Licence (MVL1) documents and Certificate of Registration (RC1) Documents for each Combination super sucker unit.

6 combination super sucker units are required to meet the minimum requirements as per the specifications.

No leasing of combination super sucker units will be considered for this tender.

No.	Vehicle Type	Vehicle Registration Number	Vehicle Licence Number	Jetting Pressure (Bar)	Debris Tank Volume (m ³)	Diameter of Suction Hose (mm)	Airflow	Please indicate Blower Silencer or Exhauster Yes or No	Tracker system Yes or No
1									
2									
3									
4									
5									
6									
7									

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

.....
Signed on Behalf of Tenderer

Date :

REGISTRATION PAPERS OF ALL COMBINATION SUPER SUCKER UNITS MUST BE SUBMITTED WITH THIS TENDER AS DOCUMENTARY PROOF.

Schedule 15E: METHOD STATEMENT

The Service Provider(s) **must** submit a **Detailed Method Statement** for the removal of the sewage debris from the pump station wetwells. The tasks allocated to the various team members who will be involved with this operation must be included in the detailed method statement. Please note that the detailed method statement should **be a minimum of two (2) pages** and must be submitted with the tender document, listed under **Schedule 13** and attached to **Annexure E**.

The following activities **MUST** be addressed and clearly outlined in the method statement:

- All required resources to be checked prior to departure from the Service Provider's premises,
- arrival at the site of the works,
- setting up of plant and equipment,
- the use of bladders / inflatable stoppers
- undertaking of cleaning operation,
- cleaning of wetwell walls
- handling and loading of debris,
- transportation of debris to waste disposal site,
- disposal of debris at waste disposal site, departure from the site of the works

The procedures or innovative methods the tenderer proposes to use to achieve the specified end results, or the special processes detailed in the specification.


The tenderer should be able to demonstrate its capability to bring the contract to a satisfactory conclusion by

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

.....
Signed on Behalf of Tenderer

Date :

DAILY WORK SHEET:

 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD		WATER AND SANITATION RETICULATION	
<i>Making progress possible. Together.</i>			
DAILY WORK SHEET – CLEANING OF SEWER PUMP STATION WETWELLS (CITY WIDE)			
DATE:		COUNCIL SUPERVISOR:	
VEHICLE No:		CONTRACTOR'S STAFF:	
TIPPING SLIP No:			
OPERATOR:			
LOCATION:			
TIME ON SITE:		TIME LEAVING SITE:	
M/H START:		M/H FINISH:	
DIAMETER:			
LENGTH:			
VOLUME SILT REMOVED:			
BLADDER / INFLATABLE STOPPER SIZE USED		COUNCIL SUPERVISOR SIGNATURE:	
REMARKS:			
<u>CONTRACTOR:</u>		<u>CITY OFFICIAL:</u>	
<u>MANAGER:</u>			

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 67 of 66

TENDER NO: 62S/2022/23

TENDER DESCRIPTION: CLEANING OF SEWER PUMP STATION WET WELLS (CITY WIDE)

CONTRACT PERIOD: 36 MONTHS FROM DATE OF COMMENCEMENT

VOLUME 3: DRAFT CONTRACT

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

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

VOLUME 3: DRAFT CONTRACT

(7) 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 Contract:

1. Definitions

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 contract. 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**.

Add the following after Clause 1.25:

- 1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded
- 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

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 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this 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 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, **save that if the Employer 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 that 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 cancellation of the

contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

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 order:

- 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
- d) Other requirements as detailed in the tender documents

3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods 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 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 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 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 orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.

3.6.2 Make payment to the **supplier for the goods as set out herein.**

3.6.3 Take possession of the goods 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 documents.

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

- 3.6.7 Inspect the goods 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 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 contract and need not obtain the supplier's permission to copy 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 for the contract and the purchaser hereby indemnifies the supplier against any claim which may be made against him by any party 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 contract within two (2) years of completion of the services 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 contract 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 Employer.
- 5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, 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 Employer's Intellectual Property for any purpose other than as contemplated in this contract;
- 5.8.3.2 not modify, add to, change or alter the Employer'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 Employer;
- 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 Employer;
- 5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;
- 5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;

unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

- 5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer 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 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

Delete clause 7.1 and replace with the following:

- 7.1 Within 14 (fourteen) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified herein.

The Guarantee Sum shall be equal to **[Two Hundred and Fifty Thousand]** being **[0.3]** percent of the Contract price.

Delete clause 7.3 and replace with the following:

- 7.3 The performance security shall be furnished strictly in accordance with the terms and conditions set out in **Form of Guarantee / Performance Security** and can only be issued by any one of the Financial Institutions listed in **Annexure A** (attached to this form).

Delete clause 7.4 and replace with the following:

- 7.4 The performance security will be discharged by the purchaser and returned to the supplier strictly in accordance with the terms and conditions set out in the **Form of Guarantee / Performance Security**

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

- 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 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 order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.
- 10.2 The purchaser shall determine, in its sole discretion, whether the goods 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 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 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:

- a) 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;
- b) 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;
- c) 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 bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

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

- 11.3 The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT 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 **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

- 15.2 This warranty for this contract shall remain valid for **0 months** after the goods have been delivered.

16. Payment

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

- 16.1 A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The supplier may submit a fully motivated application regarding more frequent payment to the Employer's Director: Expenditure for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

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 order, the supplier shall only be entitled to payment for goods actually delivered in terms of the Project Specification and Drawings, or any variations in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the purchaser.

The CCT is not liable for payment of any invoice that pre-dates the date of delivery of the goods.

- 16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on **Proforma Advanced Payment Guarantee** and only once the authenticity of such guarantee has been verified by the City's Treasury Department.

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 Director: Supply Chain Management 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 and the following conditions will be applicable:

a) Returnable schedules – Schedule 8

17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled **“Price Basis for Imported Resources”** and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled **“Price Basis for Imported Resources”** (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **CCT’s** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

17.5.1 Adjustment for variations in rates of exchange:

(a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.

(b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council’s main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.

(c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.

(d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.

(e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled **“Price Basis for Imported Resources”**.

(f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.

(g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled **“Price Basis for Imported Resources”** shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.

(h) The adjustments shall be calculated upon the value in foreign currency in the Supplier’s (or sub-contractor’s) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled **“Price Basis for Imported Resources”**, then the value in column (A) shall be used.

17.53.2 Adjustment for variations in customs surcharge and customs duty

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

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

17.5.3 Adjustment for variation in labour and material Costs

If the prices for imported Plant and Materials are not fixed, the Supplier shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the goods, extension of the duration or expansion of the value of the contract that the purchaser issues to the supplier as instructions in writing, 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, such work will not become due and payable until amended order has been issued by the purchaser.

20. Subcontracts

No subcontracting will be allowed on this tender, unless approved by the Contracts Manager.

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 CCT and the subcontractor, or a responsibility or liability on the part of the CCT 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 the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 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 a contract shall be deemed to prohibit the obtaining of goods 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.

Penalties will be applicable/imposed on planned work. The service Provider is to commence with the planned works within 7 days after receipt of the official purchase order.

A penalty to the value of R5000 for each day will be imposed, if the contractor is not on site after the 7 days from date of official purchase order. The penalties will kick in on the 8th day, applicable every day up until the service provider commences with the required planned works.

However it should be noted that penalties will not be applicable to the service provider (winner) if the standby service provider renders the service subject to refusal notice received from the main service provider.

- 22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relating to 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 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
- 23.8.4 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, provided the City Manager follows the processes as described in the purchasers SCM Policy.
- 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- 23.8.5.1 reports of poor governance and/or unethical behaviour;
 - 23.8.5.2 association with known family of notorious individuals;
 - 23.8.5.3 poor performance issues, known to the Employer;
 - 23.8.5.4 negative social media reports; or
 - 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..
- 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 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
- 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 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

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 23.1(c), 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 (b) and replace with the following:

- (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 working day of delivery
 - 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 supplier to submit documentary evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5).

Add the following after clause 32.3:

32.4 The **VAT registration** number of the City of Cape Town 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. Any failure in this regard may result in a delay in the processing of any payments.

COMPILER NOTE:

- a) IF THE BSC INTENDS TO INCORPORATE FURTHER CONTRACT CONDITIONS BY WAY OF SLA'S TERMS OF REFERENCE ETC. IT IS RECOMMENDED THAT SUCH DOCUMENTS BE INCORPORATED WITH THE ASSISTANCE OF LEGAL SERVICES: PROCUREMENT LAW UNIT AND THAT THE ORDER OF PRECEDENCE BE EXPRESSLY STATED IN THE SPECIAL CONDITIONS OF CONTRACT.
- b) DRAFTERS NOTE: PLEASE REFER TO THE DRAFTERS NOTE WITH REGARD LOCAL CONTENT AT CLAUSE 6.7]

(8) GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY**FORM OF 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 City of Cape Town 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 City of Cape Town 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 City of Cape Town intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the City of Cape Town 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 City of Cape Town the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the City of Cape Town 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 City of Cape Town 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 City of Cape Town's bank compounded monthly and calculated from the date payment was made by the Guarantor to the City of Cape Town 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 City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town 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

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 12 October 2021) approved for issue of contract guarantees to the City:

National Banks:

ABSA Bank Ltd.
FirstRand Bank Limited
Investec Bank Limited
Nedbank Ltd Limited
Standard Bank of South Africa Limited

International Banks (with branches in SA):

Barclays Bank PLC
Citibank n.a.
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

American International Group Inc (AIG)
Bryte Insurance Company Limited
Coface SA Compass Insurance Company Limited
Credit Guarantee Insurance
Corporation of Africa Limited
Guardrisk Insurance Company Limited
Hollard Insurance Company Limited
Infiniti Insurance Limited
Lombard Insurance Company Limited
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)
Regent Insurance Company Limited
Renasa Insurance Company Limited
Santam Limited

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND**

..... ,
 (Supplier/Mandatar/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, 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 (OHSA) and the Regulations promulgated thereunder.

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

Mandatar

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

 Witness

 for and on behalf of
 City of Cape Town

(12) INSURANCE BROKER'S WARRANTY (PRO FORMA)

Logo

Letterhead of supplier's Insurance Broker

Date _____

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 62S/2022/23

TENDER DESCRIPTION: CLEANING OF SEWER PUMP STATION WET WELL (CITY WIDE)

NAME OF SUPPLIER: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN 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)

(13) SPECIFICATION(S)**[CITY OF CAPE TOWN]****CONTRACT NO. 62S/2022/23****CLEANING OF SEWER PUMP STATION WET WELLS (CITY WIDE)****1. DESCRIPTION OF THE SERVICE**

The City of Cape Town has ±536 sewer pump stations in various districts, which require cleaning from time to time by removal of the sewage debris that tends to accumulate in the wetwell. Service Provider(s) will be required to assist with the cleaning of the sewer pump station wetwells when Council resources are not available. These pump stations are situated at various locations through-out the municipal area which have been divided into two areas namely, North and South. Refer to Annexure H. The sewage debris removed from the wetwells must be transported to the Vissershok Waste Management Facility for disposal purposes.

2. EMPLOYER'S OBJECTIVE

The Employer's objective for this tender is to appoint a maximum of two service providers, a Main Service Provider (the winner) per area which will be a standby Service Provider for the other region. The Service Provider(s) is to undertake the cleaning operation for the sewer pump station wetwells, the removal of the debris from the wetwells and placement into water-tight tanks when required, the transportation of this sewage debris to the designated waste disposal site and dispose of the sewage debris as prescribed by current legislation.

3. SERVICING SPECIFICATIONS FOR CLEANING OF SEWER PUMP STATION WETWELLS**3.1 Nature of the works**

The nature of the work in dealing with the removal of sewage silt/debris from sewer pump station wetwells is hazardous, complicated and dirty and Service Provider(s) will be required to take all precautions to protect their workers, other site staff and the general public.

3.1.1 Composition of the works

The works comprises:

- the cleaning of sewer pump station wetwells;
- the cleaning of sewer pump station wetwells in emergency situations, this includes weekends, public holidays and after hours;
- the placement of sewage debris into water-tight tanks
- transportation of the sewage debris from the pump station to the disposal site
- the disposal of all the sewage debris at Vissershok Waste Management Facility.
- high pressure cleaning of wet wells
- control of sewage by over-pumping.
- emergency call-out to clear blocked sewer pipes in the event of emergencies. Subject to prior approval from the Contracts Manager.
- cleaning of sewer sand traps in the event of emergencies -Subject to prior approval from the Contracts Manager.
- Routine maintenance of sewer infrastructure - Subject to prior approval from the Contracts Manager

3.1.2 Location of the works

The location of the works will be at the sewer pump station sites and the sewer related reticulation infrastructure which are located City Wide. Please refer to Annexure H.

3.1.3 Program

Service Provider(s) will be provided with a program(s) for the cleaning of sewer pump station wetwells. However, the clean-out programs for the wetwells may vary and the sequence and clean-out cycles may be adjusted depending on the circumstances and as per the Council Representative's instruction. The Service Provider(s) will be required to complete the wetwell clean-out within the time limit specified for the operational task and on the day(s) as stipulated on the program unless otherwise permitted by the Council Representative.

Should severe inclement weather be expected on the day(s) that the clean-out task is scheduled, the Service Provider(s) must make arrangements with the Council Representative to re-schedule the task. It is anticipated that the smaller pump stations wetwells can be cleaned in less than a day whereas the larger pumpstation wetwells may take more than a day.

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

4. Planned Work

Planned work must commence within 7 days from receipt of the official Purchase Order.

Should the Main Service Provider fail to commence with the planned work within the 7 days from receipt of the official Purchase Order, penalties will be imposed and the standby service provider will be contacted.

The City reserves the right to re-issue a new official Purchase Order to the Standby Service Provider upon receipt of the refusal notice from the Main Service Provider.

Planned works will be executed from Monday – Friday from 07h30 until 16h30.

5. Emergency Work

In the case of Emergency situations and due to the nature of the work, the successful Service Provider will be required to be available within four (4) hours of notification by the Council Representative. The Service Provider will be compensated in terms of the Pricing Schedule when attending to all emergencies that occur after normal working hours, over weekends and public holidays.

Should the Main Service Provider fail to respond within the required four (4) hours of notification, the City reserves the right to contact the Standby Service Provider immediately to attend to the Emergency for service delivery to continue.

Service Providers must make available at least two (2) contactable numbers which will be accessible at all times in case of emergencies.

Emergency works will be executed 24/7 from Monday – Sunday including Public Holidays.

Cleaning of Wetwells, emergency work and other scope related works**a) Wetwell Cleaning**

- 1) The cleaning operation must be performed with Combination Super Sucker Units.
- 2) The successful Service Provider(s) must have sufficient equipment available to undertake the cleaning operation within the stipulated time limit as stated by the Council Representative to complete the task.

- 3) The apparatus and methods used to clean the various wetwells shall not cause any damage to pipes, manholes, property or fixtures and any damage as may be caused will be repaired by the Council at the Service Provider's expense.
- 4) The Council Representative may instruct the Service Provider(s) to cease work if the cleaning method is deemed to be unsatisfactory, a danger or inconvenience to the public and/or surroundings.
- 5) The Council Representative's decision as to whether a wetwell is adequately cleaned will be final and will be based on whether it is reasonable and practical to remove any additional debris.

(b) The Minimum Requirements of each Combination Super Sucker Unit:

1. The debris tank with a capacity of not less than 5m³
2. The free airflow of 1000 litres per second capable of continuous running
3. The flexible suction hose must not be smaller than 150mm (6") diameter
4. Wet or dry material removed from the wetwell should be contained in a sealed container. (Debris tank)
5. Discharge from the debris tank will be at the rear by means of hydraulically opened door, to a minimum angle of 50 degrees.
6. A jetting equipment capable of providing a minimum jetting pressure of at least 120Bar at 250l/min
7. The jetting hose must be a minimum of 25mm diameter with a minimum operational length of 120m
8. The jetting hose shall be wound unto a hose reel, which is power driven in both the clockwise and anti-clockwise directions
9. **Two of the six required combination super sucker units must have a blower silencer or exhaustor to maintain 75 decibels at 7 meter range.**

c) Other Requirements

The Service Provider must have a pump available to aid with the removal of excess liquid if required. The pump must be a vortex flow type pump, with 150mm branch, flow rate of at least 100 l/s, 24KW power output, 100mm solids handling, 9.1m max lift, at least 20m head, auto prime and be capable of dry running. Suction hose of at least 10m and 120m layflat to be provided.

Kanaflex or similar 150mm diameter and 10m length of suction hose.
Suction hose to be fitted with a 40mm strainer.

d) Manual labour

The use of manual labour ONLY will not be permitted Due to the size of the structures, the volume of sewage debris to be removed, the restrictive nature and access to the structures and the time required to complete the work, the use of manual labour only is not permitted. However, some manual labour will be required for setting up of equipment and managing machinery.

e) Resources

The Service Provider must provide sufficient resources to accomplish the clean-out task within the stipulated time as per the Council Representative's instruction. The Service Provider must take cognisance of section 4.2 in this regard.

The minimum staffing requirement per Combination Super Sucker Unit is 1 x Supervisor Driver and 2 x Operator/s Assistants.

The Service provider must ensure that the 6 Combination Super Sucker units, 6 Supervisors and 12 Operator/Assistants are available for the duration of this contract to ensure service delivery.

4.4 Notification to Council Supervisory Staff

The Service Provider(s) shall be required to advise the Council Representative of the time of arrival on site of the cleaning team to enable the Council Representative to monitor the cleaning operation. The Service Provider shall complete and submit **Annexure J** in this regard at every cleaning operation.

4.5 Shutting off incoming sewage flows and removal of excess liquid

The Service Provider(s) may be required to shut off the sewage flows into the pumpstation under

supervision of the Council Representative. This will be accomplished by activating the necessary shutoff valves or handstops. In the event of defective equipment at the pump station, the Service Provider(s) will be required to provide alternative equipment, such as bladders / inflatable stoppers, to be inserted into the incoming pipes to shut off the sewage inflow into the pump station.

NOTE: Only the City of Cape Town's officials will be allowed to operate equipment belonging to the Council or unless otherwise instructed by the Council Representative. Removal of excess sewage liquid from inside the wetwells may be by means of operating the pumps which is the responsibility of the Council's operating staff.

4.6 Cleaning Pump Station Wetwell and Reinstating Flows

- a) The Service Provider will not be allowed on the site without a duly completed Work Permit. Refer to section 12.10.
- b) After removing all excess sewage liquid, the sewage debris must be removed from the wetwell and placed into closed or custom made vehicles or containers for the transportation of the sewage debris to the Vissershok Waste Management Facility.
- c) Once all the debris has been removed from the wetwell, the walls of the structure must be cleaned using high pressure water jetting to remove all dirt and grime.
- d) For all excess debris, sand, sludge, and screenings that cannot be loaded directly onto a Combination Super Sucker Unit, the Service Provider(s) must make available 10m³ sealed containers on the site which must be removed to the disposal site by the end of the working day.
- e) When the pump station wetwell is clean and the walls have been cleaned, the flow must be reinstated by activating the valves, the covers shall be closed, locked where necessary and the area tidied up.
- f) The Council Representative and/or operators will be responsible for activating all the valves unless permission has been granted to the Service Provider(s) to carry out the function. This permission must be in writing by the Council Representative.
- g) The Service Provider(s) shall be responsible for ensuring that the backing up of sewage does not cause flooding or nuisance to surrounding or low-lying areas.
- h) Bladders / Inflatable stoppers may be needed for blocking off of flows on an as and when required basis. The use of bladders / inflatable stoppers must be signed off by the Council Representative as per **Annexure J**. The provision of bladders / inflatable stoppers will be for pipe ranges as per the Pricing Schedule.
- i) Due to the dangers attached to the use of bladders / inflatable stoppers, the Service Provider(s) shall cover this aspect in both the Health and Safety Plan and in the Detailed Method Statement.
- j) The Service Provider(s) shall notify the Council Representative immediately of any defects discovered in the wetwell during the course of performing the clean-out works.
- k) The Service Provider shall make sure that all shut-off valves activated to block the sewage inflow to the wetwell are open when the cleaning operation is completed.
- l) The Service Provider shall exercise the utmost care in order to ensure that in so far as possible all solid material dislodged from the wetwells is removed and carted away to the Vissershok Waste Management Facility.

4.7 Site Clearance

The Service Provider(s) shall always make sure that the site is thoroughly clean and free of bad

odours/smells that may affect the nearby community. This is especially important in areas where the pump stations are surrounded by residential or other properties.

The Service Provider(s) shall on departure from a pump station facility always make sure that all covers are properly closed and that gates are locked before leaving site.

4.8.1 Signing off of Cleaning Task

The Service Provider(s) shall, prior to departure from site, advise the relevant Council Representative of completion of the cleaning task. The Council Representative will have sole discretion if the work has been completed satisfactorily and will be required to sign off the worksheet, **Annexure J** for the cleaning task. **Failure to obtain the necessary signature will result in no payment for this task.**

5. WORKING WITH LIVE SEWERS

5.1 Hazardous gases

All Service Provider(s) who work with live sewers shall be required to observe those sections of the OHS Act and Regulations which deal with working in confined spaces and dealing with hazardous gases. All manholes, sewers and pump station wetwells shall be tested for hazardous gases on a continuous basis to ensure worker safety. **The Service Provider(s) shall ensure that the necessary functional gas testing equipment is available on site at all times.** Breathing apparatus shall be available as and when required. Personnel working in the wetwells are required to wear individual gas monitors at all times during the cleaning operation. A gas monitor must also be placed at the entrance/access of the wetwell for continuous gas monitoring.

NOTE: Valid calibration certificates of the gas monitoring equipment are to be on site during the cleaning process which is not older than 6 months.

5.2 Personnel Protective Equipment (PPE)

The Service Provider(s) shall ensure that the Personnel Protective Equipment (PPE) provided conforms to the Health & Safety regulations.

5.3 Cordon off working area

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

5.4 Vaccination certificates

The successful Service Provider(s) will be required to provide proof of applicable vaccination certificates for all staff involved with the cleaning task before issuing of any purchase order, as preventative measure, to ensure the health and safety of all field employees.

6. TRANSPORTATION AND DISPOSAL OF SEWAGE DEBRIS MATERIAL

6.1 Arrangements and Organising

The Service Provider(s) will be required to arrange for tipping of all sewage debris with the management of the **Vissershok Waste Management Facility (Pty) Ltd, Frankdale Road, Milnerton**. The Service Provider(s) will be responsible for organising the disposal of the sewage/silt debris material at the waste site including all permits and fees, access and times of tipping, etc, which may include work undertaken after hours or over week-ends.

6.2 Transportation of Material

Cost for transport will only be reimbursed from the pump station site to the waste facility. All Combination

Super Sucker Unit trucks are required to go directly to the waste facility after the cleaning operation and logbooks must be available at all times upon request.

6.3 Dumping at the Waste Disposal Site – Vissershok Waste Management Facility

All material taken from the pump station wetwells is to be completely removed, transported to and dumped at Vissershok Waste Management Facility, Frankdale Road, Milnerton which is situated off the N7 on the Frankdale Road.

The Service Provider is responsible to obtain the **WIR (Waste Information Regulation)** number from the Council Representative in the District in which the services are being rendered. This is a requirement by the Department of Environmental Affairs and Development Planning for all waste generators and waste transporters.

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

NAME OF WASTE DISPOSAL SITE	LOCATION	CONTACT NUMBER(S)
Vissershok Waste Management Facility (Pty) Ltd	Off the N7, on the Frankdale Road	(021) 557 3309 (021) 556 3593

6.4 Spillage during transportation

Please note that any spillage of transported material on public roads will result in heavy traffic fines as well as clearing up costs and will be for the Service Providers expense.

6.5 Storage overnight

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

6.6 Cost of tipping

The cost of tipping the material at Vissershok Waste Management Facility must be included in the Pricing Schedule. All disposal charges will be for the Service Provider's account who will be required to supply proof of tipping by submitting copies of tipping slips with their monthly claim certificates.

6.7 Illegal dumping

Service Provider(s) who are found illegally dumping material or leaving material on site will be fined as per current City of Cape Town By-Laws and/or National Legislation. **Illegal dumping must be reported to the Call Centre 086 010 3089.**

Penalties of R5000 will be imposed if the Service Provider is found to be illegally dumping.

7 STANDARD OF WORKMANSHIP

7.2 Personnel requirements

The Supervisor(s) shall receive and execute, on behalf of the Service Provider(s), any directions and instructions from the Council's Representative.

The Supervisor(s) is to be constantly on site at the works and shall give their whole time to the superintendence of the works.

In the event that the nominated Supervisor and/or Operators as submitted indicated with this tender are changed, the replacement of such personnel must conform to the tender specifications and the Council

Representative must approve the replacement appointment in writing.

CV's of the Supervisor and Operators to be added must be submitted to the Contracts Manager for prior approval.

The service provider is to ensure that a supervisor and a minimum of 2 operators are available with one combination unit at all times depending on the labour requirements and size of the pumpstation wetwell.

7.3 Sub-contracting

No sub-contracting of the main cleaning operation will be permitted. The successful Service Provider(s) must provide all the resources, equipment and transportation to perform the activities required to clean the various pump station wetwells.

In exceptional circumstances additional resources may be obtained with the approval of the Contracts Manager.

7.4 Identification and Uniforms

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

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

8. CONTROL AND ACCOMMODATION OF TRAFFIC

The Service Provider(s) shall provide all road signs, barriers, flagmen, warning signs, lights, or any other measures required by the Council's Representative, Traffic Control Branch or the relevant Roads Branch District Manager. Unless otherwise required he/she shall abide by the requirements of the South African Road Traffic Signs Manual(SARTSM) – Volume 2 – Chapter 13. All of the Service Provider's staff assisting with traffic control/accommodation will be conversant with the above legislation.

9. VEHICLES, PLANT AND EQUIPMENT

NOTE: VEHICLES IN THIS SECTION REFERS TO COMBINATION SUPER SUCKER UNITS

9.1 Condition of vehicles, plant and equipment

The vehicles, plant and equipment provided by the Service Provider(s) must be in a good working condition at all times and the Council Representative will have sole discretion if the working condition of the vehicles, plant and equipment is satisfactorily and the Service Provider(s) will be required to replace non-working or defective resources.

9.2 Roadworthy, license and identification

All vehicles to be used for this contract are to be roadworthy and licensed for use on public roads at all times and must make provision for the safe and lawful transportation of workers. Those vehicles used to transport debris removed from the sewer pump station wetwells must be able to do so in a safe and non-offensive manner and must have the Service Provider's name and telephone number prominently displayed. All vehicles to be used for this contract must conform to the Road Traffic Act, Act 93 of 1996. Successful tenderers will be required to submit copies of proof of licensing and ownership at contractual stage.

9.3 Performance and Mechanical Breakdown

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

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

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

The Service Provider is to provide a replacement Combination Super Sucker Unit within 24Hrs of breakdown to the required site, should a breakdown of the vehicle occur. Failure to do so will lead to a dissatisfaction notice being implemented or raised against the Service Provider by The City of Cape Town.

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

9.4 Registration and Operation

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

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

9.5 Location of all vehicles, plant and equipment

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

9.6 Environmental

All vehicles and equipment shall meet environmental emission requirements and the noise level during operations shall not exceed eighty-five (85) decibels at a distance of eight meters measured at an elevation of 1.8 meters above the ground.

AVAILABLE FACILITIES

10.1 Facilities

No toilet, water, electricity or storage facilities are available and Service Provider(s) are to make their own arrangements with regard thereto.

10.2 Water Supply

The Service Provider(s) shall make their own arrangements for the supply of water for the cleaning operations. Only Council metered standpipes shall be used and these can be obtained from the Waterworks Depots against a deposit. Normal charges will be levied to the contractor for water

consumption.

10.3 Watching, Fencing and Lighting

The Contractor shall provide and maintain at his own cost all lights, guards, fencing and watching necessary for the safety, health, well being and convenience of the public. No open sewer manholes are to be left unattended. Any work falling outside the fenced pump station perimeter shall be cordoned off and made safe.

11 HEALTH AND SAFETY REQUIREMENTS

11.1 Occupational Health and Safety Act 1994 (Act no. 85 of 1993)

Service Provider(s) shall comply with the Occupational Health and Safety Act 1994 (Act no. 85 of 1993) and in particular with its Construction Regulations of 2014.

All the work included in this Contract shall, for the purpose of complying with the OHS Act and the Construction regulations, be deemed to be "construction work".

To comply with the requirements of legislation, Schedule 10: Occupational Health and Safety must be completed. The schedule will take effect when the contract is awarded to the successful Tenderer(s).

The Service Provider(s) shall apply all the relevant safety regulations and requirements to the works.

Service Provider(s) who will be working with live sewers shall be required to observe those sections of the Act and Regulations which deal with working in confined spaces and dealing with hazardous gases. All confined spaces and the wetwell shall be tested for hazardous gases on a continuous basis to ensure worker safety. Service Provider(s) shall ensure that the necessary functional gas testing equipment is available on site at all times and breathing apparatus shall be available as and when required. See Clause 4.1 Hazardous Gases above.

11.2 Factories, Machinery and Building Work Act of 1941

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

11.3 Personnel Protective Equipment

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

- Safety harnesses for working in confined spaces.
- Breathing apparatus for toxic gases and oxygen deficient areas.
- Hard hats
- Calibrated Gas detectors with proof of valid certification
- Gloves for cut resistance.
- Ear muffs or ear plugs for noise from machines.
- Overalls for body protection
- Spare overall and clothing in cases of contamination ☐ Safety shoes/boots with steel toe caps for foot protection.
- Waders and waterproof jackets.
- Portable Fans
- Hand sanitizers, towels and necessary body cleaning equipment in cases of contamination

11.4 Health and Safety Plan

The tenderer shall submit a **Health and Safety Plan** specific to pump station wetwell cleaning operations. It must cover all the requirements as listed below:

11.4.1 The Service Provider shall make and show adequate provision for the cost of adequate and required health

and safety measures during the construction process as required by Construction Regulation 5(1)(g).

11.5 Health and Safety Policy

As contained in OHS Act Section 7, the Principal Contractor shall submit and maintain in the health and safety file a Health and Safety Policy signed by the current Chief Executive Officer of the company. Such policy must outline the health and safety objectives of the organisation, how the said objectives will be achieved and implemented by the company and who shall be responsible for such implementation.

11.6 Project Details

The site of the proposed work is situated City wide in Cape town, Western Cape. The provisional start date for site establishment and construction will be confirmed.

Nature of the works:

The nature of the work in dealing with the removal of sewage silt/debris from sewer pump station wetwells is hazardous, complicated and dirty and Service Provider(s) will be required to take all precautions to protect their workers, other site staff and the general public.

Overview of the Works:

- 11.6.1.1 the cleaning of sewer pump station wetwells;
- 11.6.1.2 the placement of sewage debris into water-tight tanks
- 11.6.1.3 transportation of the sewage debris from the pump station to the disposal site
- 11.6.1.4 the disposal of all the sewage debris at Vissershok Waste Management Facility.
- 11.6.1.5 high pressure cleaning of wet well

Important factors to consider:

- The Service Provider(s) shall be responsible for ensuring that the backing up of sewage does not cause flooding or nuisance to surrounding or low-lying areas.
- Bladders / Inflatable stoppers may be needed for blocking off of flows on an as and when required basis. The use of bladders / inflatable stoppers must be signed off by the Council Representative as per **Annexure J**. The provision of bladders / inflatable stoppers will be for pipe ranges as per the Pricing Schedule.
- Due to the dangers attached to the use of bladders / inflatable stoppers, the Service Provider(s) shall cover this aspect in both the Health and Safety Plan and in the Detailed Method Statement.
- The Service Provider(s) shall notify the Council Representative immediately of any defects discovered in the wet well during the course of performing the clean-out works.
- The Service Provider shall make sure that all shut-off valves activated to block the sewage inflow to the wet well are open when the cleaning operation is completed.
- The Service Provider shall exercise the utmost care in order to ensure that in so far as possible all solid material dislodged from the wet wells is removed and carted away to the Vissershok Waste Management Facility.
- The Service provider to take caution when using existing staircase and need to make provision for safe access if existing is not safe for use.

11.7 Existing Environment

Hazards particular to this project by virtue of location: Located in the hub of existing operational infrastructure and residential areas, the specific hazards to be addressed by the Service Provider are the interface between construction vehicles and public road users, including pedestrians.

The potential for high risk periods exists at the beginning and end of each work day, as well as the middle of the day when pedestrian traffic and volumes of vehicles in proximity to the construction area will increase exponentially. The Service Provider is to make adequate provision for access control, traffic management including the interface between construction vehicles and public vehicles and the protection of pedestrians. All aspects for potential public liability are to be adequately addressed.

Overhead, above ground and underground services crossing the site:

Overhead: As identified by Service Provider

Underground: Existing electricity, water and sewerage pipelines.

Ground level: As identified by the Service Provider

Permits required: To be confirmed by the Service Provider and or City of Cape Town Representative on site.

Isolations required: As identified by the Contract Manager/City of Cape Town Representative and Service Provider.

Existing ground conditions: The ground conditions within the package work area is known to be tarred or paved road in close proximity to residential areas.

11.8 Hazard Identification and Risk Assessments (CR 9)

Due to the nature of the construction process and the associated risks, each activity must define individual tasks associated with that identified activity in a detailed method statement, and the hazards associated with those tasks identified. These and all other associated hazards must be identified and listed in the risk assessment. This ensures that critical tasks and associated hazards are not overlooked.

This HIRA (hazard identification and risk assessment) process is to include the need for and identification of any specialised PPE which may be required for tasks. These can include for example, vibration, noise, confined spaces, thermal conditions, ergonomics etc.

The risk assessment shall include, at least:

- The identification of the risks and hazards to which persons may be exposed to
- The analysis and evaluation of the risks and hazards identified
- A documented plan of safe work procedures (SWP) to mitigate, reduce or control the risks and hazards that have been identified
- A monitoring plan

Based on the risk assessments, the contractor must develop a set of H&S rules that will be applied to regulate the H&S aspects of the work.

NB: A risk assessment shall be performed for all unplanned work or activities and submitted to the City of Cape Town Representative for assessment prior to such work or activity commencing.

11.9 Administrative Controls and the Health and Safety File (CR7(1))

As required by Construction Regulation 7(1)(b), the Service Provider will open and maintain a Health and Safety File on site containing the records of information on aspects of the project, required legal documentation as outlined in the OHS Act and Regulations..

NB: Any serious non-compliance must be dealt with immediately. In the event of a serious or life-threatening non-compliance to legal requirements, work activities may be curtailed until such time as the non-compliance has been adequately addressed with Contract Manager/City of Cape Town Representative on site.

11.9.1 General Induction Training:

The Contractor shall ensure that all personnel appointed according the OHS Act and Regulations are competent and that all training required for executing the work safely and without risk to health, has been completed prior to the commencement of construction.

11.10 Accident and Incident Recording, Reporting and Investigation:

Accident and Incident Recording: The Service Provider shall open and maintain an Accident and Incident Register and be responsible for Accident and Incident occurred during work execution, which register shall record all accidents and incidents resulting in lost time injuries, injuries requiring medical treatment and injuries requiring first aid treatment.

11.11 Duty to Inform

Referencing Section 13 of the OHS Act and General Administrative Regulation 8, without derogating from any specific duty imposed on an employer by this Act, every employer (contractor) shall:

- as far as reasonability practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards;
- inform the health and safety representative concerned beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector, and of any application for exemption made by him in terms of section 40; and
- inform a health and safety representative as soon as reasonably practicable of the occurrence of an incident in the workplace or section of the workplace for which such representative has been designated.

12. First Aid (GSR 3):

The Service Provider will be responsible for First Aid required on site should there be injuries occurred while the work is being performed.

Where specialised first aid treatment and equipment may be required for work in confined spaces, use of chemicals, falls from height etc., the Service Provider shall ensure that first aiders are available on site and any required First Aid provision will be the responsibility of Service Provider.

Arrangements for speedily and promptly transporting injured/ill person/s to a medical facility or of securing emergency medical aid to person/s that may require will be Service Provider's responsibility.

13. Alcohol and Other Drugs (GSR 2A):

Referencing General Safety Regulation 2A, Contractors shall develop a Drug and Alcohol Policy and communicate such policy to their employees and sub-contractors, proof of such policy and communication to be retained in the health and safety file.

No alcohol and drugs will be allowed on site. No person may be under the influence of alcohol or any drug or have in his/her possession any alcohol or drug while on the construction site. Any person appearing to be under the influence of alcohol, or any drug shall not be permitted to remain on site or be granted entry onto the site.

Any person suspected of being under the influence of alcohol or other drugs shall be removed from site.

14. Personal Protective Equipment (PPE) (GSR 2):

The Service Provider is required to identify the hazards in the workplace, communicate with the City of Cape Town Representative on site for corrective measures. Service Provider must either eliminate hazards example use of gas monitors proper PPE to make it possible for its workers to work safely and without risk to health and safety under the hazardous conditions.

Where the risk assessment for any task indicates the need for specialised personal protective equipment, such as extraction fans or blowers can be arranged with City of Cape Town Representative on site.

It is a further requirement that the Service Provider maintain this PPE and that he instructs and trains the employees in the correct use and maintenance of the PPE as required in GSR 2(5). PPE shall be fit for purpose at all times and provide the required and intended protection.

No person, including management, the Client, client employees and members of the professional team, shall be permitted to work on the site if the correct PPE is not used. The Service Provider shall ensure that the prescribed, required and correct PPE is used by the employees and all other persons as per GSR 2(6) at all times.

Employees shall comply to OHS Act Section 14(b) and (c) and do not have the right to refuse to utilise or wear the personal protective equipment prescribed by the employer and, if it is not possible for an employee to use or wear any prescribed personal protective equipment correctly as intended, through health or any other reason, the employee may not be allowed to continue working under the hazardous condition/s for which the personal protective equipment was prescribed.

All employees, visitors and non-employees shall, as a minimum, be required to wear the following PPE on any of **City of Cape Town** sites:

- Protective overalls (employees only)

- Protective footwear
- Protective headwear
- Eye protection
- Hearing protection
- High visibility vests/jackets
- Fall arrest equipment when working in elevated positions
- Fall prevention equipment where fall arrest equipment is not practicable
- Chin straps on protective headwear when working in excavations and elevated positions or wearing other head coverings under hard hats.
- Breathing Apparatus and Respirators
- Life jackets
- Rescue tripod
- Gas monitor/detector
- Impermeable/water resistant overalls/wader when exposed to raw sewage
- Rescue equipment consisting of a full body harness and rescue lanyard/rope secured to a rescue tripod at the surface when working in manholes

15. Public Health and Safety (OHS Act Sec. 9):

Non-employees entering the site for whatever reason, the surrounding community, passers-by to the site (pedestrians and road users) and the general public.

Appropriate signage warning of construction related hazards must be posted in prominent positions in and around the construction site and all employees on site must be instructed to ensure that non-employees not allowed on site where wet well cleaning is being performed.

16. Fall Protection (CR 10(2),(3),(4)(a),(b),(c)(i); GSR 7):

Referencing Construction Regulation 10(2) and General Safety Regulation 7, a pre-emptive Risk Assessment and Fall Protection Plan will be required for any work to be carried out below two metres from the ground or any floor level. The fall protection plan shall contain all the requirements of Construction Regulation 10(2) and in addition a procedure addressing the review of the fall protection plan and a documented disciplinary process for non-compliance to the fall protection plan.

As far as is practicable, any person working in proximity to an opening in the ground, such as wetwells, manholes are at least as safe as if he/she is working at ground level and whilst working in this position be wearing and using a **work positioning system** that will be worn to prevent the person falling into the wetwell or opening.

This safety harness will be, as far as is possible, secured to a point away from the edge over which the person might fall and the double lanyard must be of such a length that the person will not be able to move over the edge. Where work is conducted in close proximity to edges, work positioning belts/lanyards shall be utilised to prevent persons from falling.

In addition, any platform or surface forming an edge over which a person may fall must be fitted with guard rails of adequate strength and stability to prevent the fall of persons.

Medical certificates of fitness for all employees working at height must be available on site. All medical certificates must be issued by a registered Occupational Health Practitioner.

17. Housekeeping and General Safeguarding (CR 27):

The requirements of Construction Regulation 27 shall be implemented by Service Provider on the site and maintained at all times.

Work and access areas and walkways shall be kept clear of materials and equipment for use at all times and scrap, waste and debris removed at appropriate intervals. Designated areas are to be demarcated for tools, equipment, scrap and waste in all active work areas, and the use of such designated areas enforced at all times. The Service Provider shall ensure that the construction site is adequately hoarded with controlled access points to prevent unauthorised access.

18. Pressure Equipment and Gas Cylinders (PER):

The Service Provider ensure that all employees shall comply with the requirements of the Pressure Equipment Regulations, including:

- Providing competency and awareness training for operators and/or users
- Providing relevant and adequate PPE and clothing and enforcing the use of such PPE and clothing. PPE issued for the use of pressure equipment shall be regularly inspected and replaced when necessary.
- Inspect equipment on a monthly basis and keep records of inspections
- Provide appropriate firefighting equipment on hand

Where pressure equipment is utilised on the site, the Service Provider shall keep a register of such equipment as well as valid pressure test certificates not older than 36 months, and an inspection checklist for each item of equipment in the site safety file.

19. Work in Confined Spaces (GSR 5):

Work in confined spaces shall be deemed to be any work in an enclosed, restricted or limited space where a hazardous substance may accumulate or an oxygen deficient atmosphere may occur, including any chamber, tunnel, pipe, pit, sewer, container, or similar construction in which a dangerous liquid or dangerous concentration of gas, vapour, dust or fumes may be present.

For the **DP6412S/2020/21**, wet well deeper than 1.5 metres, completed chambers and manholes will be classified as a confined space.

The Service Provider shall ensure that all the requirements of general safety regulation 5 are strictly complied with and that such confined space shall only be entered by an employee or any other person after the air therein has been tested and evaluated by a person competent to pronounce the safety thereof. Confined space entry permits, DSTI and Toolbox talks to be completed for all employees entering confined spaces.

Equipment used for testing air quality or the presence of hazardous gasses, will be calibrated according to the manufacturer's instructions by a competent person/entity and valid calibration certificates available in the safety file.

The Service Provider will supply all employees entering confined spaces with the correct PPE (wader, breathing apparatus, gas detector, safety harness, lifelines and rescue tripods). Rescue tripods and lifelines are to be utilised when entering confined spaces.

The Service Provider is to ensure safe access and egress for all employees entering confined spaces.

The Service Provider shall develop a method statement, risk assessment and safe work procedure for work in confined spaces and such procedure shall outline the requirements of general safety regulation 5 as well as the safety requirements and rescue procedure for the retrieval of employees if required.

Should the task specific risk assessment indicate that manual evacuation of persons from a confined space will not be possible, the Service Provider is to provide a suitable mechanical rescue system and the rescue team is to be trained in the correct use of such rescue system in order to effect speedy and incident free rescues if required.

Effective breathing apparatus shall be provided to any and all persons entering a confined space and the contractor shall keep available apparatus for resuscitation where work is conducted in confined spaces.

NB: All employees entering confined spaces to be trained, certified and have a valid medical certificate of fitness. All medical certificates must be issued by a registered Occupational Health Practitioner.

20. Waste Management

The Service Provider shall include in their health and safety file a comprehensive waste management plan, outlining the methodology for ensuring effective management and disposal of waste, eliminating as far as possible all impact on the environment. The waste management plan should include, as a minimum:

- Planned waste stream management to ensure removal of waste is effective and timeous;
- Service Provider shall issue certificates of safe disposal where required and proof of delivery of waste to an approved recycling facility (oil, chemicals etc.);
- Procedure in the event of spills to prevent environmental impact;
- Proof of communication of waste management plan to all employees.

21. Hazardous Biological Agents

The Service Provider is to identify all potential HBA's prior to the commencement of works. All employees who is or might be in contact with HBA will be Service Provider's responsibility.

22. Additional Specifications (Covid-19):

The worldwide Covid-19 pandemic has resulted in Covid-19 health and safety regulations being promulgated by the National Government, and the implementation of these regulations are a legal requirement incumbent on the Service Provider. Annexed hereto are a Covid-19 Health and Safety Specification and Baseline Risk Assessment to be referenced by Service Provider.

The Covid-19 specification serves as a framework for Service Provider to reference when compiling their Covid-19 Workplace Plan, which plan must be annexed to the health and safety plan.

The Service Provider's Covid-19 Workplace Plan will be assessed by the City of Cape Town Representative or Contract Manager and approved for implementation once deemed to be suitable and sufficient. Compliance to the approved workplace plan will be monitored on an ongoing basis. The Service Provider is required to ensure compliance with the Covid-19 Workplace Plan.

The Covid-19 Baseline Risk Assessment is to be referenced by the contractor when drafting the Covid-19 baseline risk assessment, from which issue-based risks and control measures will be drawn to include in issue-based risk assessments. All issue-based risk assessments are to address the identification of Covid-19 hazards, the associated risks and consequences, and document suitable and sufficient control measures.

Such issue-based risk assessments, including Covid-19 risks are to be communicated to employees and included for discussion during daily DSTIs.

12 GENERAL INFORMATION**12.1 Supply all equipment**

Service Provider(s) are to supply all equipment required to undertake and complete the work as specified and no additional payment will be entertained.

12.2 Communication

Service Provider(s) are to provide their supervisory and operational staff with cellular phones for communication and contact purposes for the duration of the contract. All managerial, supervisory and operational staff to be contactable at all reasonable times for the duration of the contract.

The onus remains on the Service Providers to inform the Council Representative immediately should the given contact numbers change or be out of service.

12.3 Security

Service Provider(s) are responsible for their own security and this has been allowed for in the schedule of rates.

12.4 Office hours for administration purposes

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

12.5 Working hours

Normal working hours are Monday to Friday from 07h30 until 16h30 with 30 minutes for lunch break for planned and programmed works.

Emergency works will include Normal working hours, after hours, weekends and Public Holidays.

Normal working day From 07h30 until 16h30 with 30 minutes for lunch.

Overtime Any time before 07h30 and after 16h30 on week days.

Weekend From midnight Friday to midnight Sunday.

Public Holiday Any proclaimed Public Holiday.

12.6 Local Office

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

12.7 Human Remains

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

12.8 Commencement of Work and Access to Site

No work may commence without an official **Purchase Order** notification for the type of work to be done by the Service Provider(s). The appointed Service Provider(s) will be required to have all resources (labour, plant and equipment) in place prior to any site handover. In addition, the Service Provider(s) will be required to liaise with various regional staff with regards to the service that is to be provided.

Access to the site will only be given to the Service Provider(s) once they have complied with the above mentioned requirements. Commencement of the works shall be in terms of the tender specification.

12.9 Payment, Invoices and Tipping Slips

Payment for the work to be undertaken will be as per the Purchase Order for the specific pump station wetwell.

The Invoice must be accompanied by a copy of the signed off work sheet by the Council Representative as per Annexure J, **failing which no payment will be made.**

Service Provider(s) must supply proof of tipping by submitting copies of the tipping slips when submitting invoices for the cleaning work undertaken.

12.10 Work Permits

The Service Provider(s) will be required to obtain **Work Permits** before commencing with the wetwell cleaning works. The Council Representative must be contacted for such permits.

?? TRADE NAMES OR PROPRIETARY PRODUCTS

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

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

?? EMPLOYMENT OF SECURITY PERSONNEL

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

?? FORMS FOR CONTRACT ADMINISTRATION

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

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

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

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

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein. The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the supplier's compliance with the sub-contracting conditions of the **Preference Schedule**.

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

[illegible]

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:				Year Month		Sheet 1 of		
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No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R – c)
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Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

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

(14.2) BBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND
DESCRIPTION:

62S/2022/23: CLEANING OF SEWER PUMP STATION WET WELL (CITY WIDE)

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Prime Supplier	
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Name of Sub-contractor (list all)	B-BBEE Status Level of supplier ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

¹Documentary evidence to be provided

Total:

R

Expressed as
a percentage
of P*

%

Signatures

Declared by
supplier to be
true and
correct:

.....

Date:

Verified by
CCT Project
Manager:

.....

Date:

(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND
DESCRIPTION:

62S/2022/23: CLEANING OF SEWER PUMP STATION WET WELL (CITY WIDE)

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
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Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹	Total value of partner's contribution (excl. VAT) ¹ $B = A\% \times P^*$	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date $D = C/P^* \times 100$
		A			
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by
supplier to be
true and
correct:

Date: _____

Verified by
CCT Project
Manager:

Date: _____

Typical Project Scenario

ITEM	DESCRIPTION	UNIT	Typical Project Scenario Quantity
1	Routine cleaning, and removal of all silt, sand, sludge, roots and other debris from sewer pump station wetwells		
1.2	Normal working hours (07H30 to 16H30 Monday to Friday)	Per Hour	20
1.3	Overtime Rates on weekdays	Per Hour	6
1.4	Week-end and Public Holiday Rate	Per Hour	7
2	<u>Transportation of Sewerage debris to Vissershok Waste Management Facility</u>		
2.1	Transportation Costs (Single Direction – from work site to the disposal site)	Per Ton/km	60 x 50
3	<u>Dumping of Sewerage debris at Vissershok Waste Management Facility</u>		
3.1	Cost of dumping at Vissershok Waste Management Facility including all treatment of waste debris	Per Ton	35
4	<u>Provision of bladders / inflatable stoppers for diameters ranging from:</u>		
4.1	0 – Ø300mm	Per Day	2
4.2	301 – Ø500mm	Per Day	2
4.3	501 – Ø700mm	Per Day	2
4.4	> Ø700mm	Per Day	2
5	Over-Pumping: Control sewage by over-pumping		
5.1	Centrifugal Self priming Solid Handling mobile 6 inch pump -Flow rate of up to 100 cubic metres per hour @ 20m pressure head	Rate / Hour	2
5.2	Centrifugal Self priming Solid Handling mobile 6 inch pump - Flow rate of up to 200 cubic metres per hour @ 20m pressure head	Rate / Hour	3
5.3	Centrifugal Self priming Solid Handling mobile 6 inch pump Super Silent Running, <70dB @ 7m - Flow rate of 100 cubic metres per hour @ pressure 20m head(Spec section)	Rate / Hour	4
5.4	Centrifugal Self priming Solid Handling mobile 6 inch pump Super Silent Running, <70dB @ 7m - Flow rate of 200 cubic metres per hour @ 20m pressure head(Spec section)	Rate / Hour	2
5.3	Layflat hosing: Up to 200mm diam.	Rate / Hour	12
6	Provision of Security Services		
6.1	PSiRA Grade A Guard	Rate/Hour	3
6.2	PSiRA Grade B Armed/Unarmed Guard	Rate/Hour	4
6.3	PSiRA Grade C Armed/Unarmed Guard	Rate/Hour	2
6.4	PSiRA Grade D Unarmed Guard	Rate/Hour	3

- For this typical project scenario it is assumed that the works will be carried out over 3 normal working days (during normal working days), with 6 hours overtime (after normal working hours) and continuing on, Sundays and public holidays. Estimated for this exercise 50 Ton of silt to be removed and the location of the pump station wetwell is 60 km from Vissershok Waste Management Facility.
- The estimated volume of silt/ debris to be disposed of at the Vissershok Waste Management Facility is 50 Ton.
- It is assumed that each pump in category 5 will be used due to the complexity and condition of the pump station wetwell.
- Due to the proximity of the site it is assumed that a security guard in all categories will be utilised on site.
- For the purpose of this tender it is assumed that one (1) bladder in each category will be used during the works for 2 days.

.....
Signed on Behalf of Tenderer

Date :

ANNEXURE H

	Pump station	Location	Area	No.
1	11th Avenue - Pump Station	MELKBOSSTRAND	North	1
2	Access City - Pump Station	KUILSRIVIER	North	2
3	Airport Park 1 - Pump Station	AIRPORT	North	3
4	Airport Park 2 - Pump Station	AIRPORT	North	4
5	Airport Park 3 - Pump Station	AIRPORT	North	5
6	Airport Park 4 - Pump Station	BOQUINAR INDUSTRIAL AREA	North	6
7	Airport Park 5	Airport	North	7
8	Andrag - Pump Station	BRACKENFELL NORTH	North	8
9	Aquatic Club 1	FLAMINGO VLEI	North	9
10	Aquatic Club 2	FLAMINGO VLEI	North	10
11	Atlantic 1 - Pump Station	MELKBOSSTRAND	North	11
12	Atlantic 2 - Pump Station	MELKBOSSTRAND	North	12
13	Atlantic Hills		North	13
14	Atlantic Rd Main Sewer - Pump Station	MELKBOSSTRAND	North	14
15	Aukland St	PAARDEN EILAND	North	15
16	Avonwood - Pump Station	ELSIES RIVER	North	16
17	Balvenie - Pump Station	ELSIES RIVER	North	17
18	Beaconvale 1 - Pump Station	BEACONVALE	North	18
19	Belhar 1 - Pump Station	BELHAR	North	19
20	Belhar 2 - Pump Station	BELHAR 18	North	20
21	Belhar 3 - Pump Station	BELHAR	North	21
22	Bellhar CBD		North	22
23	Belloy - Pump Station	BLOUBERGSTRAND	North	23
24	Beroma - Pump Station	BEROMA	North	24
25	Betsie Verwoed	GOODWOOD	North	25
26	Big Bay 2 - Pump Station	BLOUBERGSTRAND	North	26
27	Big Bay Main - Pump Station	Blouberg	North	27
28	Bishop Lavis 1 - Pump Station	BISHOP LAVIS	North	28
29	Bishop Lavis 2 - Pump Station	BISHOP LAVIS	North	29
30	Bishop Lavis 3 - Pump Station	BISHOP LAVIS	North	30
31	Blackheath - Pump Station	KUILSRIVER	North	31
32	Bloekombos - Pump Station	KRAAIFONTEIN	North	32
33	Bosbou - Pump Station	TRANSNET	North	33
34	Boston 1- Pump Station	BELLVILLE	North	34
35	Boston 2 - Pump Station	BELLVILLE	North	35
36	Bridgeways	Century City	North	36
37	Brunswick Village East - Pump Station	Melkbosstrand, Golf Park Village	North	37
38	Burnswick Village West - Pump Station	Melkbosstrand, Golf Park Village	North	38
39	Business Park 1 - Pump Station	PAROW INDUSTRIAL	North	39
40	Business Park 2 - Pump Station	PAROW INDUSTRIAL	North	40
41	Century City Main - Pump Station	Century City	North	41
42	Century City West (Shopping Centre West)	Century City	North	42

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43	Century North - Pump Station	Century City	North	43
44	Century View - Pump Station	Century City	North	44
45	Charles Hoffe - Pump Station	MELKBOSSTRAND	North	45
46	Coin	AIRPORT PARK	North	46
47	Colebrooke North - Pump Station	Melkbosstrand, Golf Park Village	North	47
48	Colebrooke South - Pump Station	Melkbosstrand, Golf Park Village	North	48
49	Die Bad Pad - Pump Station	MELKBOSSTRAND	North	49
50	Diep River - Pump Station	MILNERTON RURAL	North	50
51	Du Noon - Pump Station	TABLE VIEW	North	51
52	Du Noon 2	TABLE VIEW	North	52
53	Eersterivier - Pump Station	EERSTE RINVIER	North	53
54	Elfindale - Pump Station	ELFINDALE	North	54
55	Elsies River - Pump Station	ELSIESRIVER	North	55
56	Everite - Pump Station	BRACKENFELL SOUTH	North	56
57	Faure	Oostenburg	North	57
58	Filters	SOMERSET WEST	North	58
59	Fistante Kraal 1 - Pump Station	FISANTEKRAAL	North	59
60	Fistante Kraal 2 - Pump Station	FISANTEKRAAL	North	60
61	Fistante Kraal 3 - Pump Station	FISANTEKRAAL	North	61
62	Fistante Kraal 4 - Pump Station	FISANTEKRAAL	North	62
63	Gideon Basson - Pump Station	ATLANTIS INDUSTRIAL	North	63
64	Gie Rd - Pump Station	MILNERTON RURAL	North	64
65	Glenwood - Pump Station	GOODWOOD	North	65
66	Golf Park 10 - Pump Station	MELKBOSSTRAND	North	66
67	Golf Park 11A - Pump Station	MELKBOSSTRAND	North	67
68	Golf Park 12 - Pump Station	MELKBOSSTRAND	North	68
69	Golf Park 14 - Pump Station	MELKBOSSTRAND	North	69
70	Golf Park 4 - Pump Station	MELKBOSSTRAND	North	70
71	Golf Park 5 - Pump Station	MELKBOSSTRAND	North	71
72	Golf Park 7 - Pump Station	MELKBOSSTRAND	North	72
73	Golf Park 8 - Pump Station	MELKBOSSTRAND	North	73
74	Golf Park 9 - Pump Station	MELKBOSSTRAND	North	74
75	Grebbe - Pump Station	TABLE VIEW	North	75
76	Grey Rd - Pump Station	TABLE VIEW	North	76
77	Hardekraaltjie	Bellville	North	77
78	Harold Ashwell Rd - Pump Station	MELKBOSSTRAND	North	78
79	Heron Waters - Pump Station	TABLE VIEW	North	79
80	Highbury Phase 3	Kuilsriver	North	80
81	Jan Van Riebeeck - Pump Station	RUITERWACHT	North	81
82	Kannemeyer - Pump Station	KUILSRIVER	North	82
83	Kapteins Baai	MELKBOSSTRAND	North	83
84	Kerkie - Pump Station	ELSIES RIVER	North	84
85	King Air	AIRPORT PARK	North	85
86	Knightsbridge	Century City	North	86
87	Koeberg Rd - Pump Station	MILNERTON	North	87
88	Koggelfontein - Pump Station	SCARBOROUGH	North	88
89	La Paloma	Blaauwberg	North	89
90	Lagoon Mouth	MILNERTON	North	90

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91	Lagoon No 1	MILNERTON	North	91
92	Langa - Pump Station	PINELANDS	North	92
93	Langa Intersite - Pump Station	Langa	North	93
94	Langa Intersite - Pump Station	Langa	North	94
95	Langa Minor - Pump Station	BRIDGETOWN	North	95
96	Lavender Hill - Pump Station	LAVENDER HILL	North	96
97	Le Afrique	TABLE VIEW	North	97
98	Lupin Crescent - Pump Station	MILNERTON	North	98
99	Mamre North - Pump Station	MALMESBURY FARMS	North	99
100	Mamre South - Pump Station	MALMESBURY FARMS	North	100
101	Marconi Beam - Pump Station	MARCONI BEAM	North	101
102	Matopo Road - Pump Station	THORNTON	North	102
103	Mc Carthy	Elsie	North	103
104	Mc Donalds - Pump Station	GOODWOOD	North	104
105	Messaries - Pump Station	ELSIESRIVER	North	105
106	Metro - Pump Station	METRO INDUSTRIAL TOWNSHIP	North	106
107	Mfuleni - Pump Station	DELFT	North	107
108	Millenium Park	Century City	North	108
109	Monta Vista 2	Monta Vista Boulavard & N1	North	109
110	Montana - Pump Station	DURHEIM LOCAL AREA	North	110
111	Mosselbank - Pump Station	KRAAIFONTEIN	North	111
112	Muller Street - Pump Station	KRAAIFONTEIN	North	112
113	Napoleon Ave - Pump Station	Duynfontein	North	113
114	Narcissus Rd - Pump Station	MELKBOSSTRAND	North	114
115	Nedreg	Nedreg Road Matroosfontein	North	115
116	Nooienfontein - Pump Station	BLUE DOWNS	North	116
117	Nooitgedacht - Pump Station	NOOITGEDACHT	North	117
118	Northgate 2	Ysterplaat	North	118
119	Northgate 3	Ysterplaat	North	119
120	Northgate Main	Brooklyn - Business Park	North	120
121	Northpine - Pump Station	NORTHPINE	North	121
122	Ou Skip - Pump Station	MELKBOSSTRAND	North	122
123	Ou Skip Caravan Park - Pump Station	MELKBOSSTRAND	North	123
124	Palm Site - Pump Station	MILNERTON	North	124
125	Parklands - Pump Station	Parklands	North	125
126	Pelegrini - Pump Station	BLOUBERGSTRAND	North	126
127	Pella - Pump Station	CAPE FARMS	North	127
128	Perlemoen - Pump Station	BLOUBERGSTRAND	North	128
129	Phoenix Park - Pump Station	PHOENIX	North	129
130	Piet My Vrou - Pump Station	MELKBOSSTRAND	North	130
131	Queens Way - Pump Station	EPPING	North	131
132	Racecourse - Pump Station	MILNERTON	North	132
133	Railway	TABLE VIEW	North	133
134	Reo - Pump Station	ELSIES RIVER	North	134
135	Rietvlei - Pump Station	RIETVLEI	North	135
136	River Road - Pump Station	BROOKLYN	North	136
137	Riverton - Pump Station	ELSIES RIVER	North	137
138	Royal Ascot	Royal Ascot Milnerton	North	138

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139	Rugby - Pump Station	RUGBY	North	139
140	Sandown - Pump Station	WEST BEACH	North	140
141	Sandpiper - Pump Station	TABLE VIEW	North	141
142	Sandrift Screws - Pump Station	SANDDRIFT	North	142
143	Sandrift West - Pump Station	TIJGERHOF	North	143
144	Sanlam Park - Pump Station	MARCONI BEAM	North	144
145	Saxon Sea 4 - Pump Station	WESFLEUR	North	145
146	Saxonburg Park	Oostenburg	North	146
147	Serepta 1 - Pump Station	SACKS CIRCLE INDUSTRIAL	North	147
148	Serepta 2 - Pump Station	Bellville south	North	148
149	Shopping Centre East - Pump Station	CENTURY CITY	North	149
150	Silverstroomstrand 1 - Pump Station	CAPE FARMS	North	150
151	Silverstroomstrand 2 - Pump Station	CAPE FARMS	North	151
152	Silverstroomstrand 3 - Pump Station	CAPE FARMS	North	152
153	Silverstroomstrand 4 - Pump Station	CAPE FARMS	North	153
154	Sprigg Rd - Pump Station	FLAMINGO VLEI	North	154
155	Stadler - Pump Station	BLOUBERGSTRAND	North	155
156	Stikland - Pump Station	STIKLAND INDUSTRIAL	North	156
157	Stinkgat - Pump Station	ATLANTIS INDUSTRIAL	North	157
158	Stonewood	KRAAIFONTEIN	North	158
159	Strand Street 1 Pump Station	MELKBOSSTRAND	North	159
160	Strand Street 2 - Pump Station	MELKBOSSTRAND	North	160
161	Summer Greens - Pump Station	SUMMER GREENS	North	161
162	Sunningdale	Sunningdale	North	162
163	Sunnyside - Pump Station	STIKLAND INDUSTRIAL	North	163
164	Sunset Beach 1 - Pump Station	SUNSET BEACH	North	164
165	Sunset Beach 2	SUNSET BEACH	North	165
166	Sunset Beach 3 - Pump Station	SUNSET BEACH	North	166
167	Sunset Beach 4 - Pump Station	SUNSET BEACH	North	167
168	Sunset Beach 5 - Pump Station	SUNSET BEACH	North	168
169	Sunset Links 1 - Pump Station	SUNSETLINKS	North	169
170	Sunset Links 2 (North) - Pump Station	SUNSETLINKS	North	170
171	The Oval	Century City	North	171
172	The Ridge - Pump Station	MILNERTON RIDGE	North	172
173	Town Ends - Pump Station	GLENWOOD	North	173
174	Tygerhof - Pump Station	CENTURY CITY	North	174
175	Uitsig - Pump Station	ELSIESRIVER	North	175
176	Valhalla - Pump Station	BISHOP LAVIS	North	176
177	Victoria Palms - Pump Station	SUMMER GREENS	North	177
178	W.P.Park - Pump Station	EPPING	North	178
179	Wallacedene - Pump Station	Kraaifontein	North	179
180	West - Pump Station	TABLE VIEW	North	180
181	West Bank - Pump Station	KUILSRIVER	North	181
182	Winelands Park	STIKLAND INDUSTRIAL	North	182
183	Witzands	Atlantis Rural	North	183
184	Wood Drive	Parklands	North	184
185	Woodbridge In	Milnerton	North	185
186	Woodbridge Island Inn - Pump Station	WOODBIDGE ISLAND	North	186
187	Woodbridge Island Out - Pump Station	WOODBIDGE ISLAND	North	187

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188	Woodbridge Out	Milnerton	North	188
189	Zandkloof - Pump Station	KRAAIFONTEIN	North	189
190	Zeewaght	Kulsrivier	North	190
191	11th Ave - Pump Station	ZEEKOEI VLEI	South	1
192	16th Ave - Pump Station	SIMONSTOWN	South	2
193	6th Ave - Pump Station	GRASSY PARK	South	3
194	8th Ave - Pump Station	GRASSY PARK	South	4
195	Absa - Pump Station	HOUT BAY	South	5
196	Alex Pienaar - Pump Station	STRAND	South	6
197	Alma Rd Subway - Pump Station	ROSEBANK	South	7
198	Alphen Pump Station	Constantia	South	8
199	Amic - Pump Station	SOMERSET WEST	South	9
200	Area K - Pump Stations	TAFELSIG	South	10
201	Area L - Pump Stations	SWARTKLIP	South	11
202	Ascot Street - Pump Station	WINDSOR PARK ESTATE	South	12
203	Ascot Village - Pump Station	OTTERY	South	13
204	Bakkerskloof	SOMERSET WEST	South	14
205	Bakoven Tank - Pump Station	CAMPS BAY / BAKOVEN	South	15
206	Bantry Bay	Bantry Bay	South	16
207	Bantry Court - Pump Station	BANTRY BAY	South	17
208	Beach Road - Pump Stations	MAITLAND	South	18
209	Belletuin - Pump Station	OTTERY	South	19
210	Bergvliet - Pump Station	BERGVLIET	South	20
211	Berkley Road Subway - Pump Station	MAITLAND	South	21
212	Beta Road - Pump Stations	CAMPS BAY / BAKOVEN	South	22
213	Big Gates - Pump Station	SEA POINT	South	23
214	Bikini Beach - Pump Station	GORDANS BAY	South	24
215	Bizweni	SOMERSET WEST	South	25
216	Bokmakierie - Pump Stations	ATHLONE	South	26
217	Bongweni - Pump Station	KHAYLITSHA	South	27
218	Boys Town	Gugulethu	South	28
219	Bridgetown - Pump Station	BRIDGETOWN	South	29
220	Carlisle - Pump Station	PAARDEN EILAND	South	30
221	Carol Rd - Pump Station	OTTERY	South	31
222	Cavalry Crescent - Pump Station	OTTERY	South	32
223	Cayman Beach - Pump Station	GORDONS BAY	South	33
224	Civic Center F5 - Pump Stations	CAPE TOWN	South	34
225	Civic Centre A1 - Pump Station	CAPE TOWN	South	35
226	Civic Centre F7 - Pump Station	CAPE TOWN	South	36
227	Civic Centre G4 - Pump Station	CAPE TOWN	South	37
228	Clifton 1 - Pump Stations	CLIFTON	South	38
229	Clifton 3 - Pump Station	CLIFTON	South	39
230	Clifton 4 - Pump Station	CLIFTON	South	40
231	Clifton Rd - Pump Station	MUIZENBERG	South	41
232	Clovelly	MUIZENBERG	South	42
233	Clovelly - Pump Station	CLOVELLY	South	43
234	Coen Steytler 1 - Pump Station	CAPE TOWN	South	44
235	Coen Steytler 2 (Car Park) - Pump Station	CAPE TOWN	South	45

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236	College (Myrtle) Road Subway - Pump Station	RONDEBOSCH	South	46
237	College Road - Pump Station	RYLANDS ESTATE	South	47
238	Concourse 1 - Pump Station	CAPE TOWN	South	48
239	Concourse 2 - Pump Station	CAPE TOWN	South	49
240	Coniston Park - Pump Station	CONISTON PARK	South	50
241	Constantia Meadows - Pump Station	PLUMSTEAD	South	51
242	Constantia Nek	CONSTANTIA	South	52
243	Coronation Road - Pump Station	MAITLAND	South	53
244	Crossroads - Pump Station	NYANGA	South	54
245	Cullinan Street - Pump Station	CAPE TOWN	South	55
246	Curlew Rd - Pump Station	PELIKAN PARK	South	56
247	Da Gama Park - Pump Station	SIMONSTOWN	South	57
248	Da Gama Street - Pump Station	STRAND	South	58
249	Dalebrook - Pump Station	SAINT JAMES	South	59
250	Dalebrook Chalet - Pump Station	KALK BAY	South	60
251	Dennegeur	SOMERSET WEST	South	61
252	Dennehoek	SOMERSET WEST	South	62
253	Dennehof - Pump Station	GORDONS BAY	South	63
254	Desmond Tutu		South	64
255	Dido Valley - Pump Station	DIDO VALLEY	South	65
256	Disa Rd - Pump Station	HOUT BAY	South	66
257	Drommedaris 1	SOMERSET WEST	South	67
258	Drommedaris 2	SOMERSET WEST	South	68
259	Dune Park - Pump Station	STRAND	South	69
260	Earth Dam	SOMERSET WEST	South	70
261	Erf 1	SOMERSET WEST	South	71
262	Erf 2	SOMERSET WEST	South	72
263	Fish Monger - Pump Station	GRASSY PARK	South	73
264	Fleur Park Pump Station	GORDANS BAY	South	74
265	Flintdale - Pump Station	SOUTHFIELD	South	75
266	Freezia - Pump Station	MACASSAR	South	76
267	Fun Park Pump Station	GORDANS BAY	South	77
268	Glamise Close - Pump Station	MAITLAND	South	78
269	Glen Beach - Pump Station	GLEN BEACH	South	79
270	Glen Cairn Heights - Pump Station	GLENCAIRN HEIGHTS	South	80
271	Golf B - Pump Station	ROYAL CAPE	South	81
272	Golf Course Pump Station	MACASSAR	South	82
273	Good Hope Centre - Pump Station	CAPE TOWN	South	83
274	Goolhurst - Pump Station	PARKWOOD	South	84
275	Gordons Bay No 4 - Pump Station	GORDANS BAY	South	85
276	Gordonsbay Road - Pump Station	STRAND	South	86
277	Great Dutch - Pump Station	NYANGA	South	87
278	Harbour Island - Pump Station	GORDONS BAY	South	88
279	Harmony		South	89
280	Harrington Street	Kommetjie	South	90
281	Hartleyvale - Pump Station	OBSERVATORY	South	91
282	Heideveld - Pump Station	HEIDEVELD	South	92
283	Heinz Park - Pump Station	PHILIPPI	South	93

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284	Heldeburg	Strand	South	94
285	Helderburg College	SOMERSET WEST	South	95
286	Hendon Park Pump Station	GORDANS BAY	South	96
287	Henly Rd - Pump Station	MUIZENBERG	South	97
288	Hilcrest	SOMERSET WEST	South	98
289	Hillary Close - Pump Station	SOMERSET WEST	South	99
290	Hockey Fields - Pump Station	PINELANDS	South	100
291	Hout Bay Heights	HOUT BAY	South	101
292	Houtbay Harbour - Pump Station	HOUT BAY	South	102
293	Indian Beach - Pump Station	MITCHELLS PLAIN	South	103
294	Jan Smuts - Pump Station	CAPE TOWN	South	104
295	Joe Slovo Drive - Pump Station	WELTEVREDE VALLEY	South	105
296	Jonkersdam - Pump Station	KHAYLITSHA	South	106
297	Kalkbay Chalet - Pump Station	KALK BAY	South	107
298	Kelvin Grove Subway - Pump Station	NEWLANDS	South	108
299	Kenilworth Park - Pump Station	KENILWORTH	South	109
300	Keyser River - Pump Station	RETREAT	South	110
301	Khayelitsha - Pump Station	MANDELA PARK	South	111
302	Klein Constantia	CONSTANTIA	South	112
303	Klip Rd - Pump Station	LOTUS RIVER	South	113
304	Kuilsrivier - Pump Station	KUILS RIVER	South	114
305	Kuyasa	KHAYELITSHA	South	115
306	Liesbeeck Subway - Pump Station	ROSEBANK	South	116
307	Llandudno 1 - Pump Station	HOUT BAY	South	117
308	London Village - Pump Station	MITCHELLS PLAIN	South	118
309	Long Street - Pump Station	CAPE TOWN	South	119
310	Louis Boitha		South	120
311	Lourens Rivier - Pump Station	FIRGROVE RURAL	South	121
312	Lower Mountain Side	Gordans Bay	South	122
313	Lukannon Drive - Pump Station	STRANDFONTEIN	South	123
314	Lynnsview	SOMERSET WEST	South	124
315	Macassar - Pump Station	MACASSAR	South	125
316	Maccassar Beach - Pump Station	MACASSAR	South	126
317	Maidens Cove - Pump Station	MAIDENS COVE	South	127
318	Marina Da Gama 1 - Pump Station	MARINA DA GAMA	South	128
319	Marina Da Gama 10 - Pump Station	MARINA DA GAMA	South	129
320	Marina Da Gama 2 - Pump Station	MARINA DA GAMA	South	130
321	Marina Da Gama 3 - Pump Station	MARINA DA GAMA	South	131
322	Marina Da Gama 4 - Pump Station	MARINA DA GAMA	South	132
323	Marina Da Gama 5 - Pump Station	MARINA DA GAMA	South	133
324	Marina Da Gama 6 - Pump Station	MARINA DA GAMA	South	134
325	Marina Da Gama 7 - Pump Station	MARINA DA GAMA	South	135
326	Marina Da Gama 8 - Pump Station	MARINA DA GAMA	South	136
327	Marina Da Gama 9 - Pump Station	MARINA DA GAMA	South	137
328	Melville Rd - Pump Station	OTTERY	South	138
329	Miles Rd - Pump Station	OTTERY	South	139
330	Millers Camp - Pump Station	NYANGA	South	140
331	Mnandi Beach - Pump Station	MITCHELLS PLAIN	South	141
332	Modderdam - Pump Station	PAROW INDUSTRIAL	South	142

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333	Montclair		South	143
334	Morkels Cottage		South	144
335	Mosterts Bay - Pump Station	STRAND	South	145
336	Mowbray Station Subway - Pump Station	MOWBRAY	South	146
337	Mt Rhodes	HOUT BAY	South	147
338	Muizenburg	MUIZENBERG	South	148
339	Murdock	SIMONSTOWN	South	149
340	N1 Pond - Pump Station	WOODSTOCK	South	150
341	Naomi Street - Pump Station	STRAND	South	151
342	Naruna Estate Subway - Pump Station	Southfield	South	152
343	Newfields Estate - Pump Station	ATHLONE	South	153
344	Newmarket - Pump Station	CAPE TOWN	South	154
345	Oudekraal - Pump Station	OUDEKRAAL	South	155
346	Parade Chalets - Pump Station	CAPE TOWN	South	156
347	Pelican Park - Pump Station	PELIKAN PARK	South	157
348	Pelican Park 1 - Pump Station	PELIKAN PARK	South	158
349	Phillipi West - Pump Station	PHILIPPI	South	159
350	Phillippi East - Pump Station	PHILIPPI	South	160
351	Phillippi Phase 4 - Pump Station	PHILLIPPI	South	161
352	Piers Road Subways - Pump Station	WYNBERG	South	162
353	Pinelands h.school subway - Pump Station	PINELANDS	South	163
354	Pop-In - Pump Station	GORDONS BAY	South	164
355	Price Drive	CONSTANTIA	South	165
356	Queens Beach - Pump Station	SEA POINT	South	166
357	Raapenberg - Pump Station	MOWBRAY	South	167
358	Raapkraal - Pump Station	WESTLAKE	South	168
359	Radloff Park	SOMERSET WEST	South	169
360	Ranger Rd 2 - Pump Station	FISH HOEK	South	170
361	Ranger Road 1 - Pump Station	FISH HOEK	South	171
362	Red Cross - Pump Station	STRANDFONTEIN	South	172
363	Red Hill Squatters - Pump Station	PINE HAVEN	South	173
364	Retreat ext 13 - Pump Station	RETREAT	South	174
365	Retreat Low Lift - Pump Station	SEAWINDS	South	175
366	Retreat Main - Pump Station	LAVENDER HILL	South	176
367	Rocklands - Pump Station	SEA POINT	South	177
368	Rondevlei - Pump Station	ZEEKOEI VLEI	South	178
369	Rosebank 3 - Pump Station	ROSEBANK	South	179
370	Rosebank 4 Subway - Pump Station	ROSEBANK	South	180
371	Rosebank 5 Subway - Pump Station	ROSEBANK	South	181
372	Rouwkoop Rd Subway - Pump Station	RONDEBOSCH	South	182
373	Royal Observatory - Pump Station	OBSERVATORY	South	183
374	Royal Road - Pump Station	MAITLAND	South	184
375	Salt River - Pump Station	SALT RIVER	South	185
376	San Michelle - Pump Station	NOORDHOEK	South	186
377	Sand River - Pump Station	STEENBERG	South	187
378	Sarel Cilliers - Pump Station	STRAND	South	188
379	Scarborough - Pump Station	SCARBOROUGH	South	189
380	Sea Point Pavillion - Pump Station	SEA POINT	South	190

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381	Sea Scouts - Pump Station	MUIZENBERG	South	191
382	Section 10 - Pump Station	LOTUS RIVER	South	192
383	Section 12 - Pump Station	LOTUS RIVER	South	193
384	Sir Lowrys Pass	Gordens Bay	South	194
385	Site B - Pump Station	SITE C	South	195
386	Small Doors - Pump Station	SEA POINT	South	196
387	Smuts	SOMERSET WEST	South	197
388	Southfield Rd Subway	SOUTHFIELD	South	198
389	Spine Road - Pump Station	STRANDFONTEIN	South	199
390	Sports Fields - Pump Station	PINELANDS	South	200
391	St Andrews GW1 - Pump Station	STRAND	South	201
392	Steel Doors - Pump Station	BANTRY BAY	South	202
393	Stella Road - Pump Station	THORNTON	South	203
394	Stock Road - Pump Station	PHILIPPI	South	204
395	Strandfontein Pavillion - Pump Station	MITCHELLS PLAIN	South	205
396	Strandfontein Road - Pump Station	SCHAAP KRAAL	South	206
397	Suikerbossie - Pump station	STRAND	South	207
398	Sunset Park - Pump Station	OTTERY	South	208
399	Surf Road - Pump Station	STRANDFONTEIN	South	209
400	Swaanswyk Bottom	CONSTANTIA	South	210
401	Swaanswyk Top	CONSTANTIA	South	211
402	Sybrand Park - Pump Station	SYBRAND PARK	South	212
403	Table View East - Pump Station	MILNERTON RURAL	South	213
404	Tambo Street - Pump Station	GUGULETU	South	214
405	The Glebe - Pump Station	PHILIPPI	South	215
406	Thibault Square - Pump Station	CAPE TOWN	South	216
407	Tidal Pool - Pump Station	CAMPS BAY	South	217
408	Timour Hall - Pump Station	CONSTANTIA	South	218
409	Tokai - Pump Station	KIRSTENHOF	South	219
410	Tollgate - Pump Station	WOODSTOCK	South	220
411	Turnberry Close GW2 - Pump Station	STRAND	South	221
412	Uxbridge - Pump Station	MUIZENBERG	South	222
413	Valley Cul de Sac	SOMERSET WEST	South	223
414	Van Riebeeck - Pump Station	GORDONS BAY	South	224
415	Victoria	SIMONSTOWN	South	225
416	Victoria Road - Pump Station	SOUTHFIELD	South	226
417	Vorster Ave - Pump Station	WETTON	South	227
418	Vredelist	Oostenburg	South	228
419	Vukuzenzele - Pump Station	PHILIPPI	South	229
420	Warwick Square - Pump Station	CLAREMONT	South	230
421	Watergate Pump Station	MANDALAY	South	231
422	Weltevreden Park - Pump Station	MITCHELLS PLAIN	South	232
423	Wildeboom - Pump Station	GORDANS BAY	South	233
424	Wingerd	SOMERSET WEST	South	234
425	Woodstock - Pump Station	WOODSTOCK	South	235
426	Woodville - Pump Station	GRASSY PARK	South	236
427	Wrench Road Subway - Pump Station	OBSERVATORY	South	237
428	Zirilder Park - Pump Station	SEAWINDS	South	238



ANNEXURE K

NON-COMPULSORY SITE MEETING, BUT HIGHLY RECOMMENDED

**SITE LOCATION: RETREAT LOWLIFT SEWER PUMP STATION
CORNER MILITARY ROAD & ST STEPHEN AVENUE
SEAWIND, RETREAT**

