


TENDER DOCUMENT GOODS AND SERVICES		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 1 of 66

TENDER NO: [13S/2022/23]

TENDER DESCRIPTION: REMOVAL, TRANSPORTATION AND DISPOSAL OR REUSE OF DEWATERED WASTEWATER SLUDGE FROM VARIOUS WASTEWATER TREATMENT WORKS

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT FOR A PERIOD NOT EXCEEDING 60 MONTHS

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: [15 August 2022]

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER:** [135]

TENDER FEE: [R200] 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	:	8 July 2022
SITE VISIT/CLARIFICATION MEETING	:	Highly recommended but not compulsory
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	15 July 2022 at 10:00 am Skype meeting https://meet.capetown.gov.za/lameez.august/FTTJMCSL?sl=1 .
TENDER BOX & ADDRESS	:	<p>Tender Box as per front cover at the Tender &Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.</p> <p>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. 13S/2022/23: REMOVAL, TRANSPORTATION AND DISPOSAL OR REUSE OF DEWATERED WASTEWATER SLUDGE FROM VARIOUS WASTEWATER TREATMENT WORKS , 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.</p> <p>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.</p>
CCT TENDER REPRESENTATIVE		<p>[Name: Judith Philiswe Oliphant Tel. No.: (021) 400 2493.....] Email: Philisiwe.Oliphant@capetown.gov.za...</p>

S33 of the MFMA : As this contract period will exceed the three year budget cycle, it is subject to Section 33 of the Municipal Finance Management Act, 56 of 2003, and consequently the Employer must follow the required processes in terms of Section 33. These will run concurrently with the procurement process for this tender/contract.

(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 a single tenderer for part 1 and part 4 together, and a single tenderer for parts 2 and 3 separately of the work. If insufficient responsive bids are received, the CCT reserves its right not to appoint a tenderer at all.

Should the Tenderer choose to tender for Part 4, then it is compulsory to tender for Parts 1. Award for Part 4 shall also be made to the best evaluated Tenderer based on previous experience, risk, flexibility as the City determines to be in its best interest.

The contract period shall be from the date of commencement for a period not exceeding 60 months.

As this contract period will exceed the current budget cycle, it is subject to Section 33 of the Municipal Finance Management Act, 56 of 2003, and consequently the Employer must follow the required processes in terms of Section 33. These will run concurrently with the procurement process for this tender/contract.

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 in 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 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 ELIGIBILITY CRITERIA

Table 2.2: Eligibility criteria in tabulated form

Previous Relevant Experience (see Schedule 15.1 – 15.3)	
Part 1	One wastewater works/site and more than 2 years of experience in removal, transportation and disposal of primary and/or unstable sludge
Part 2	One wastewater works/site and more than 2 years of experience in removal, transportation and disposal of secondary or digested primary wastewater sludge
Part 3	Two wastewater works/sites and more than 3 years of experience beneficial utilization of primary and/or unstable wastewater sludge
Part 4	Two wastewater works/sites and more than 3 years of experience beneficial utilization of primary and/or unstable wastewater sludge

Vehicles (see Schedule 15.4)	Minimum of 6 articulated truck dedicated for per part
Skips (see Schedule 15.4)	Minimum of 10 skips per part tendered for
Evidence of Paper Trail for routes during transportation (See schedule 15.5)	<p>The normal/regular route that the vehicle will travel</p> <ul style="list-style-type: none"> •Alternative routes to be taken in case of emergency •Actual maps (could be in electronic form) where the routes to be taken are marked should be provided with the tender submission •Collection and disposal points should be clearly marked on the maps •Evidence of a tracking system, how the system works
Details of operating and contingency measures (See Schedule 15.7)	Contingency measures need to include, Incident Description, Responsible Person, Action Required , Alert Level, Response Time, key personnel contact details, recovery team details, internal and external communication strategy, deployment to the scene and resources that will be required, alternative arrangements

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 (<http://www.capetown.gov.za/en/SupplyChainManagement/Pages/default.aspx>.)

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)**:

- Part-based on the sum of the prices/rates in relation to the estimated quantities.

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

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

2.3.10.3.4 Applicable formula:

The 90/10 preference point system will apply to this tender and the lowest acceptable tender 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:

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

Where: P_s is the number of points scored for price;
 P_t is the price of the tender under consideration;
 P_{min} is the price of the lowest responsive tender.

Preference points shall be 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: [13S/2022/23]

TENDER DESCRIPTION: REMOVAL, TRANSPORTATION AND DISPOSAL OR REUSE OF DEWATERED WASTEWATER SLUDGE FROM VARIOUS WASTEWATER TREATMENT WORKS

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT FOR A PERIOD NOT EXCEEDING 60 MONTHS

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 [13S/2022/23 REMOVAL, TRANSPORTATION AND DISPOSAL OR REUSE OF DEWATERED WASTEWATER SLUDGE FROM VARIOUS WASTEWATER TREATMENT WORKS]

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 [13S/2022/23 REMOVAL, TRANSPORTATION AND DISPOSAL OR REUSE OF DEWATERED WASTEWATER SLUDGE FROM VARIOUS WASTEWATER TREATMENT WORKS] 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		
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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

.....

2 Subject

Details

.....

3 Subject

Details

.....

4 Subject

Details

.....

By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the 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

PART 1: REMOVAL, TRANSPORT AND DISPOSAL OF UNSTABLE SLUDGE WITH DISPOSAL AT A LICENCED LANDFILL SITE.

IMPORTANT NOTES WITH RESPECT TO PRICING:

1. For pretreatment price - price to be per TON (1 000 kg) which INCLUDES ANY APPLICABLE ADDITIONAL PREVENTION AND/OR REMEDIAL (PHYSICAL, CHEMICAL AND BIOLOGICAL) TREATMENT PRIOR TO DISPOSAL.

ITEM 1 BELLVILLE WASTEWATER TREATMENT WORKS (CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
1.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
1.2	Cost for pre-treatment prior to disposal	per ton	R.....-.....
1.3	Rate for disposal at a licenced Landfill site	per ton	R.....-.....

ITEM 2 BORCHERDS QUARRY WASTEWATER TREATMENT WORKS (CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
2.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
2.2	Cost for pre-treatment prior to disposal	per ton	R.....-.....
2.3	Rate for disposal at a licenced Landfill site	per ton	R.....-.....

ITEM 3 MITCHELLS PLAIN WASTEWATER TREATMENT WORKS (CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
3.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
3.2	Cost for pre-treatment prior to disposal	per ton	R.....-.....

3.3	Rate for disposal at a licenced Landfill site	per ton	R.....-.....
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ITEM 4 **POTSDAM WASTEWATER TREATMENT WORKS**
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
4.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
4.2	Cost for pre-treatment prior to disposal	per ton	R.....-.....
4.3	Rate for disposal at a licenced Landfill site	per ton	R.....-.....

ITEM 5 **CAPE FLATS WASTEWATER TREATMENT WORKS**
(AS AND WHEN REQUIRED SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
5.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
5.2	Cost for pre-treatment prior to disposal	per ton	R.....-.....
5.3	Rate for disposal at a licenced Landfill site	per ton	R.....-.....
5.4	Rental PER (10m³) CONTAINER – should the container remain on site for longer than 24 hours. Rate per day shall include all replacement costs.	per day	R.....-.....

ITEM 6 FISANTEKRAAL WASTEWATER TREATMENT WORKS
(AS AND WHEN REQUIRED SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
6.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
6.2	Cost for pre-treatment prior to disposal	per ton	R.....-.....
6.3	Rate for disposal at a licenced Landfill site	per ton	R.....-.....

ITEM 7 KRAAIFONTEIN WASTEWATER TREATMENT WORKS
(AS AND WHEN REQUIRED SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
7.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
7.2	Cost for pre-treatment prior to disposal	per ton	R.....-.....
7.3	Rate for disposal at a licenced Landfill site	per ton	R.....-.....

ITEM 8 MACASSAR WASTEWATER TREATMENT WORKS
(AS AND WHEN REQUIRED SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
8.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
8.2	Cost for pre-treatment prior to disposal	per ton	R.....-.....
8.3	Rate for disposal at a licenced Landfill site	per ton	R.....-.....

ITEM 9

MELKBOSSTRAND WASTEWATER TREATMENT WORKS

(AS AND WHEN REQUIRED SERVICE BUT THIS MAY CHANGE TO CONTINUOUS SERVICE DURING THE TERM OF THIS CONTRACT)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
9.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
9.2	Cost for pre-treatment prior to disposal	per ton	R.....-.....
9.3	Rate for disposal at a licenced Landfill site	per ton	R.....-.....
9.4	Rental PER (10m³) CONTAINER – should the container remain on site for longer than 24 hours. Rate per day shall include all replacement costs.	per day	R.....-.....

ITEM 10

SCOTTSDENE WASTEWATER TREATMENT WORKS

(AS AND WHEN REQUIRED SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
10.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
10.2	Cost for pre-treatment prior to disposal	per ton	R.....-.....
10.3	Rate for disposal at a licenced Landfill site	per ton	R.....-.....

ITEM 11

SIMONS TOWN WASTEWATER TREATMENT WORKS

(AS AND WHEN REQUIRED SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
11.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
11.2	Cost for pre-treatment prior to disposal	per ton	R.....-.....
11.3	Rate for disposal at a licenced Landfill site	per ton	R.....-.....
11.4	Rental PER (10m³) CONTAINER – should the container remain on site for longer than 24 hours. Rate per day shall include all replacement costs.	per day	R.....-.....

ITEM 12 WESFLEUR WASTEWATER TREATMENT WORKS
(AS AND WHEN REQUIRED BUT THIS MAY CHANGE TO CONTINUOUS SERVICE DURING THE TERM OF THIS CONTRACT)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
12.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
12.2	Cost for pre-treatment prior to disposal	per ton	R.....-.....
12.3	Rate for disposal at a licenced Landfill site	per ton	R.....-.....
12.4	Rental PER (10m³) CONTAINER – should the container remain on site for longer than 24 hours. Rate per day shall include all replacement costs.	per day	R.....-.....

ITEM 13 WILDEVOELVLEI WASTEWATER TREATMENT WORKS
(AS AND WHEN REQUIRED SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
13.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
13.2	Cost for pre-treatment prior to disposal	per ton	R.....-.....
13.3	Rate for disposal at a licenced Landfill site	per ton	R.....-.....

ITEM 14 ZANDVLIET WASTEWATER TREATMENT WORKS
(AS AND WHEN REQUIRED SERVICE BUT THIS MAY CHANGE TO CONTINUOUS SERVICE DURING THE TERM OF THIS CONTRACT)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
14.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
14.2	Cost for pre-treatment prior to disposal	per ton	R.....-.....
14.3	Rate for disposal at a licenced Landfill site	per ton	R.....-.....

AD HOC REMOVAL, TRANSPORT AND DISPOSAL OF UNSTABLE SLUDGE WITH DISPOSAL AT A LICENCED LANDFILL SITE.

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
15.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
15.2	Cost for pre-treatment prior to disposal	per ton	R.....-.....
15.3	Rate for disposal at a licenced Landfill site	per ton	R.....-.....
15.4	Rental PER (10m³) CONTAINER – should the container remain on site for longer than 24 hours. Rate per day shall include all replacement costs.	per day	R.....-.....

PART 2: REMOVAL, TRANSPORT AND DISPOSAL OF SECONDARY OR DIGESTED PRIMARY SLUDGE FOR LAND APPLICATION.

IMPORTANT NOTES WITH RESPECT TO PRICING:

- For disposal - price to be per container load (10 m³) and/or per ton which **INCLUDES ANY APPLICABLE ADDITIONAL PREVENTION AND/OR REMEDIAL (PHYSICAL, CHEMICAL & BIOLOGICAL) TREATMENT BEFORE AND AFTER APPLICATION TO LAND WHICH INCLUDE BUT NOT LIMITED TO THE LARVACIDE, ODOUR SUPPRESSANT, AND FLY BREEDING.**

**ITEM 16 ATHLONE WASTEWATER TREATMENT WORKS
(AS AND WHEN REQUIRED SERVICE)**

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
16.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
16.2	Cost PER CONTAINER LOAD for land application and disposal	per 10m ³	R.....-.....

**ITEM 17 BELLVILLE WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)**

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
17.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
17.2	Cost PER CONTAINER LOAD for land application and disposal	per 10m ³	R.....-.....

ITEM 18 BORCHERDS QUARRY WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
18.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
18.2	Cost PER CONTAINER LOAD for land application and disposal	per 10m ³	R.....-.....

ITEM 19 CAPE FLATS WASTEWATER TREATMENT WORKS
(AS AND WHEN REQUIRED BUT THIS MAY CHANGE TO CONTINUOUS SERVICE DURING THE TERM OF THIS CONTRACT)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
19.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
19.2	Cost PER CONTAINER LOAD for land application and disposal	per 10m ³	R.....-.....
19.3	Rental PER (10m ³) CONTAINER – should the container remain on site for longer than 24 hours. Rate per day shall include all replacement costs.	per day	R.....-.....

ITEM 20 FISANTEKRAAL WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
20.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
20.2	Cost PER CONTAINER LOAD for land application and disposal	per 10m ³	R.....-.....

ITEM 21 KRAAIFONTEIN WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
21.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
21.2	Cost PER CONTAINER LOAD for land application and disposal	per 10m ³	R.....-.....

ITEM 22 MACASSAR WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
22.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
22.2	Cost PER CONTAINER LOAD for land application and disposal	per 10m ³	R.....-.....

ITEM 23 MELKBOSSTRAND WASTEWATER TREATMENT WORKS
(AS AND WHEN REQUIRED SERVICE BUT THIS MAY CHANGE TO CONTINUOUS SERVICE DURING THE TERM OF THIS CONTRACT)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
23.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
23.2	Cost PER CONTAINER LOAD for land application and disposal	per 10m ³	R.....-.....
23.3	Rental PER (10m³) CONTAINER – should the container remain on site for longer than 24 hours. Rate per day shall include all replacement costs.	per day	R.....-.....

ITEM 24 MITCHELLS PLAIN WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
24.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
24.2	Cost PER CONTAINER LOAD for land application and disposal	per 10m ³	R.....-.....

ITEM 25 POTSDAM WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
25.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
25.2	Cost PER CONTAINER LOAD for land application and disposal	per 10m ³	R.....-.....

ITEM 26 SCOTTSDENE WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
26.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
26.2	Cost PER CONTAINER LOAD for land application and disposal	per 10m ³	R.....-.....

ITEM 27 SIMONS TOWN WASTEWATER TREATMENT WORKS
(AS AND WHEN REQUIRED)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
27.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
27.2	Cost PER CONTAINER LOAD for land application and disposal	per 10m ³	R.....-.....
27.3	Rental PER (10m³) CONTAINER – should the container remain on site for 24 hours. Rate per day shall include all replacement costs.	per day	R.....-.....

ITEM 28 WESFLEUR WASTEWATER TREATMENT WORKS
(AS AND WHEN REQUIRED SERVICE BUT THIS MAY CHANGE TO CONTINUOUS SERVICE DURING THE TERM OF THIS CONTRACT)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
28.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
28.2	Cost PER CONTAINER LOAD for land application and disposal	per 10m ³	R.....-.....

ITEM 29 WILDEVOELVLEI WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
29.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
29.2	Cost PER CONTAINER LOAD for land application and disposal	per 10m ³	R.....-.....

ITEM 30 ZANDVLIET WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
30.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
30.2	Cost PER CONTAINER LOAD for land application and disposal	per 10m ³	R.....-.....

ITEM 31: AD HOC REMOVAL, TRANSPORT AND DISPOSAL OF SECONDARY OR DIGESTED PRIMARY SLUDGE FOR LAND APPLICATION

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
31.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
31.2	Cost PER CONTAINER LOAD for land application and disposal	per 10m ³	R.....-.....
31.3	Rental PER (10m³) CONTAINER – should the container remain on site for longer than 24 hours. Rate per day shall include all replacement costs.	per day	R.....-.....

PART 3: INTRA WORKS/FACILITY TRANSPORT OF DEWATERED SLUDGE (ALL TYPES OF SLUDGE).

IMPORTANT NOTES WITH RESPECT TO PRICING:

1. For removal and transport - price to be per container load (10 m³).
2. DISPOSAL is not applicable in Part 3 except for cleaning of sludge ponds/beds and lagoons
3. No rental is applicable as the container is not kept on site unless specified. The vehicle will arrive at the treatment works, be filled with sludge and then depart.
4. The rate per kilometre will be used to calculate the R/km, pre-approved routes for intra works transfers will be used.

ITEM 32 CLEANING OF SLUDGE PONDS/BEDS/LAGOONS OR INTER TRANSFER TO AND FROM ANY WASTEWATER WORKS
(AS AND WHEN REQUIRED)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
32.1	Cost PER CONTAINER LOAD for disposal at a licensed landfill site	Per 10m ³	R.....-.....
32.3	Cost PER CONTAINER LOAD for land application and disposal	Per 10m ³	R.....-.....
32.4	Rate per Container for removal & transport	Per kilometre	R.....-.....
32.5	Rental PER (10m³) CONTAINER – should the container remain on site for longer than 24 hours. Rate per day shall include all replacement costs.	Per day	R.....-.....

Tenderers to supply the rate per kilometre:

Description		Unit	Unit Price (excluding Vat) Rands
The rate per kilometer will be used to calculate the R/km, pre-approved routes for intra works transfers will be used.		Per kilometre	R.....-.....

Part 1

: REUSE OF ANY WASTEWATER SLUDGE FOR BENEFICIAL USE.

IMPORTANT NOTES WITH RESPECT TO PRICING:

1. For removal and transport - price to be per container load (10 m³).
2. For removal and transport - price to be per TON.

NOTES:

- 1) **Tenderer must submit rates for all items as per the Pricing Schedule in Part 4.** Failure to do so will render the offer non-responsive.
- 2) No rental is applicable as the container is not kept on site **UNLESS STATED OTHERWISE.** The vehicle will arrive at the treatment works, be filled with sludge and then depart.

ITEM 32 ATHLONE WASTEWATER TREATMENT WORKS
(AS AND WHEN REQUIRED)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
32.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
32.2	Cost for removal & transport only	per ton	R.....-.....

32.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R.....-.....
32.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m ³	R.....-.....

ITEM 33 BELLVILLE WASTEWATER TREATMENT WORKS (CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
33.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
33.2	Cost for removal & transport only	per ton	R.....-.....
33.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R.....-.....
33.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m ³	R.....-.....

ITEM 34 BORCHERDS QUARRY WASTEWATER TREATMENT WORKS (CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
34.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
34.2	Cost for removal & transport only	per ton	R.....-.....
34.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R.....-.....
34.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m ³	R.....-.....

ITEM 35 CAPE FLATS WASTEWATER TREATMENT WORKS (CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
35.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
35.2	Cost for removal & transport only	per ton	R.....-.....
35.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R.....-.....

35.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m ³	R.....-.....
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ITEM 36**FISANTEKRAAL WASTEWATER TREATMENT WORKS**
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
36.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
36.2	Cost for removal & transport only	per ton	R.....-.....
36.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R.....-.....
36.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m ³	R.....-.....

ITEM 37 KRAAIFONTEIN WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
37.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
37.2	Cost for removal & transport only	per ton	R.....-.....
37.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R.....-.....
37.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m ³	R.....-.....

ITEM 38 MACASSAR WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
38.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
38.2	Cost for removal & transport only	per ton	R.....-.....
38.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R.....-.....
38.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m ³	R.....-.....

ITEM 39 MELKBOSSTRAND WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
39.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
39.2	Cost for removal & transport only	per ton	R.....-.....
39.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R.....-.....
39.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m ³	R.....-.....

ITEM 40 MITCHELLS PLAIN WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
40.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
40.2	Cost for removal & transport only	per ton	R.....-.....
40.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R.....-.....
40.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m ³	R.....-.....

ITEM 41 POTSDAM WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
41.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
41.2	Cost for removal & transport only	per ton	R.....-.....
41.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R.....-.....
41.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m ³	R.....-.....

ITEM 42 SCOTTSDENE WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
42.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
42.2	Cost for removal & transport only	per ton	R.....-.....
42.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R.....-.....
42.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m ³	R.....-.....

ITEM 43 SIMONS TOWN WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
43.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
43.2	Cost for removal & transport only	per ton	R.....-.....
43.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R.....-.....
43.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m ³	R.....-.....

ITEM 44 WESFLEUR WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
44.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
44.2	Cost for removal & transport only	per ton	R.....-.....
44.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R.....-.....
44.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m ³	R.....-.....

ITEM 45 WILDEVOELVLEI WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
45.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
45.2	Cost for removal & transport only	per ton	R.....-.....
45.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R.....-.....
45.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m ³	R.....-.....

ITEM 46 ZANDVLIET WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
46.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m ³	R.....-.....
46.2	Cost for removal & transport only	per ton	R.....-.....
46.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R.....-.....
46.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m ³	R.....-.....

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.

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

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- 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 The City of Cape Town reserves the right to award to MORE than ONE contractor for either Part 1 and part 4 together, part 3, and/ OR Part 2 taking into consideration the capacity, equipment of the Tenderer as well as foreseeable operational risks.
- 5.9 Should the Tenderer choose to tender for Part 4, then it is compulsory to tender for Parts 1. Award for Part 4 shall also be made to the best evaluated Tenderer based on previous experience, risk, flexibility as the City determines to be in its best interest.
- 5.10 A responsible Tenderer shall be required to perform or furnish the services and have capacity in all respect to fully perform the Contract requirements. The City shall conduct quality assurance as the City deems necessary to verify the experience, past performance, skills, financial capacity and stability, integrity, reliability, capacity, product quality, delivery schedule, facilities, equipment, and credit to ensure good faith performance.
- 5.11 The responsibility to arrange permission with the owner of a licenced landfill site to dispose at a landfill site appropriate to handle this type of waste rests with the Tenderer.

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)

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

Date

- (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</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
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</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
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</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

2.3.1	If so, furnish particulars:		
Item	Question	Yes	No
2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <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

8.1 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 non-responsive.

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 nonresponsive.

8.5 Any claim for an increase in the Contract price shall be submitted in writing to the:

The detailed request with motivations for the increase must be submitted to: CPA.Request@capetown.gov.za

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 commencement) and no claims for contract price adjustment will be considered for the first 12 months of the contract period subject to the provisions in the price schedule.

8.9.2 Subject to 8.9.1. 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:

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

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

From start of 25th month to the end 36th month 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 25th month.

From start of 37th month to 48th month: 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 25th month. The end month shall be two (2) calendar months prior to 37th month.

From start of 49th 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 37th month. The end month shall be two (2) calendar months prior to 49th 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%.

8.9.3 10% of the rate will remain fixed.

8.9.4 PRICE ADJUSTMENT IN RESPECT OF DISPOSAL AT A LICENCED LANDFILL.

The tender prices are based on disposal rate at the disposal sites operated by the City of Cape Town as at the 2018/2019 tariff for special waste 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 sludge 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 [13S/2022/23 REMOVAL, TRANSPORTATION AND DISPOSAL OR REUSE OF DEWATERED WASTEWATER SLUDGE FROM VARIOUS WASTEWATER TREATMENT WORKS DRAFTER TO INSERT TENDER NUMBER AND DESCRIPTION] 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 10: Local Content Declaration / Annexure C

Not Applicable

Schedule 11: Price Basis for Imported Resources

Not Applicable

Schedule 12: Schedule of Pre-Qualification Criteria Sub-Contractors

Not Applicable

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

- 1) An agreement, permission for the service provider to dispose of raw and/or unstable sludge to the appropriate landfill site

Schedule 15.1

PREVIOUS EXPERIENCE

PLEASE INDICATE ALL RELEVANT PREVIOUS/CURRENT EXPERIENCE FOR WORK UNDERTAKEN BY THE TENDERER IN THE WASTEWATER ENVIRONMENT ON HANDLING, TRANSPORTATION AND DISPOSAL OF RAW, UNSTABLE, PRIMARY AND/OR DIGESTED WASTEWATER SLUDGE. ANY EXPERIENCE OTHER THAN WASTEWATER SLUDGE EMANATING FROM WASTEWATER TREATMENT WORKS SHALL NOT BE CONSIDERED

No	Details	
1	Brief Description of Contract: Starting Date: _____ End Date: _____ Total Value of Contract awarded to Tenderer: R _____ Quantity of wastewater sludge removed, transported and disposed in tons per year during the contract period _____ tons	Principal (Employer / Awarder of Contract): (Company / Institution) Contact Person at Principal: (First name ,(Initials) and Surname) Telephone Number: (E-mail address)
2	Brief Description of Contract: Starting Date: _____ End Date: _____ Total Value of Contract awarded to Tenderer: R _____ Quantity of wastewater sludge removed, transported and disposed in tons per year during the contract period _____ tons	Principal (Employer / Awarder of Contract): (Company / Institution) Contact Person at Principal: (First name, (Initials), and Surname) Telephone Number: (E-mail address)

3	Brief Description of Contract: Starting Date: _____ End Date: _____ Total Value of Contract awarded to Tenderer: R _____ Quantity of wastewater sludge removed, transported and disposed in tons per year during the contract period _____ tons	Principal (Employer / Awarder of Contract): (Company / Institution) Contact Person at Principal: (First name,(Initials) and Surname) Telephone Number: (Email address)

Schedule 15.2

PREVIOUS EXPERIENCE

PLEASE INDICATE ALL RELEVANT PREVIOUS/CURRENT EXPERIENCE FOR WORK UNDERTAKEN BY THE TENDERER IN THE WASTEWATER ENVIRONMENT ON HANDLING, TRANSPORTATION AND DISPOSAL OF **TREATED SECONDARY WASTEWATER SLUDGE**

No	Details	
1	Brief Description of Contract: Starting Date: _____ End Date: _____ Total Value of Contract awarded to Tenderer: R _____ Quantity of wastewater sludge removed, transported and disposed in tons per year during the contract period _____ tons	Principal (Employer / Awarder of Contract): (Company / Institution) Contact Person at Principal: (First name ,(Initials) and Surname) Telephone Number: (Email address)

2	Brief Description of Contract: Starting Date: _____ End Date: _____ Total Value of Contract awarded to Tenderer: R _____ Quantity of wastewater sludge removed, transported and disposed in tons per year during the contract period _____ tons	Principal (Employer / Awarder of Contract): (Company / Institution) Contact Person at Principal: (First name, (Initials), and Surname) Telephone Number: (Email address)
3	Brief Description of Contract: Starting Date: _____ End Date: _____ Total Value of Contract awarded to Tenderer: R _____ Quantity of wastewater sludge removed, transported and disposed in tons per year during the contract period _____ tons	Principal (Employer / Awarder of Contract): (Company / Institution) Contact Person at Principal: (First name,(Initials) and Surname) Telephone Number: (Email address)

Schedule 15.3

PREVIOUS EXPERIENCE

PLEASE INDICATE ALL RELEVANT PREVIOUS/CURRENT EXPERIENCE FOR WORK UNDERTAKEN BY THE TENDERER IN THE WASTEWATER ENVIRONMENT ON HANDLING, TRANSPORTATION AND **WASTEWATER SLUDGE FOR BENEFICAL UTILISATION**.

No	Details
----	---------

1	<p>Brief Description of Contract:</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total Value of Contract awarded to Tenderer: R _____</p> <p>Quantity of wastewater sludge removed, transported and applied on land in tons per year during the contract period _____ tons</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p>(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>(First name ,(Initials) and Surname)</p> <p>Telephone Number:</p> <p>_____</p> <p>(Email address)</p> <p>_____</p>
2	<p>Brief Description of Contract:</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total Value of Contract awarded to Tenderer: R _____</p> <p>Quantity of wastewater sludge removed, transported and applied on land in tons per year during the contract period _____ tons</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p>(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>(First name, (Initials), and Surname)</p> <p>Telephone Number:</p> <p>_____</p> <p>_____ (Email address)</p> <p>_____</p>
3	<p>Brief Description of Contract:</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total Value of Contract awarded to Tenderer: R _____</p> <p>Quantity of wastewater sludge removed, transported and applied on land in tons per year during the contract period _____ tons</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p>(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>(First name, (Initials), and Surname)</p> <p>Telephone Number:</p> <p>_____</p> <p>_____ (Email address)</p> <p>_____</p>

Schedule 15.4

15.4. SCHEDULE OF PLANT & EQUIPMENT

All **Tenderers** must list all plant, equipment and machinery which are currently in the ownership and intend to use for the execution of this contract. A Declaration of Ownership is also to be submitted with the tender document to prove ownership of equipment, plant and machinery. All Tenderers must indicate the registered owner of equipment, plant and machinery. Where the entity tendering has partnership/consortium/joint venture/employee share ownership agreement with other parties, a registered owner of plant and machinery **MUST** be completed in this form. Should a Tenderer choose to include a separate spreadsheet for Schedule 15.4, such additional spreadsheet should include all required information as per Schedule 15.4 requirement. A proof of any agreement entered into with other parties **MUST** also be attached with tender submission. Tenderers must complete Schedule 15.4 per works i.e. how many dedicated articulated trucks will be available per wastewater works.

Table 15.4.1 Owned Articulated trucks to be utilized (dedicated) for the removal, transportation and disposal of dewatered wastewater sludge from various wastewater treatment works.

List	Articulated Truck Model	Articulated Truck Make	Year	Number of owned Containers per articulated truck	Container description (10 m ³)	Articulated Truck Registration Number	Registered vehicle owner	Agreement arrangement type with the registered owner	Roadworthy Status – MUST attach proof
1.									
2.									
3.									
4.									
5.									

Table 15.4.1 continued

List	Articulated Truck Model	Articulated Truck Make	Year	Number of owned Containers per articulated truck	Container description (10 m ³)	Articulated Truck Registration Number	Registered vehicle owner	Agreement arrangement type with the registered owner	Roadworthy Status – MUST attach proof
6.									
7.									
8.									
9.									
10.									

Table 15.4.2 Hired Articulated trucks to be utilized (dedicated) for the removal, transportation and disposal of dewatered wastewater sludge from various wastewater treatment works.

List	Articulated Truck Model	Articulated Truck Make	Year	Number of owned Containers per articulated truck	Container description (10 m ³)	Articulated Truck Registration Number	Registered fleet owner	Agreement arrangement type with the registered owner	Roadworthy Status -must attach proof
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									

Table 15.4.4 Applicable to Part 2 only : SECONDARY OR DIGESTED PRIMARY SLUDGE: EQUIPMENT, PLANT & MACHINERY DEDICATED FOR SLUDGE PLOUGHING DURING LAND APPLICATION

Full Description	Hired/Owned	Registration number (where applicable)	Registered Owner	Quantity
1.				
2.				
3.				
4.				
5.				
6.				
7.				

Table 15.4.5 Total number of fleet of equipment, plant and machinery to be utilized (dedicated) for the removal, transportation and disposal of dewatered wastewater sludge from various wastewater treatment works during the contract period.

Description	Quantity
1. Total number owned articulated trucks	
2. Total number of articulated trucks to be hired	
3. Total number of owned containers	
4.Total number of hired containers	
5. Total number of owned ploughing equipment – Applicable to Part 2 only	
6. Total number of hired ploughing equipment – Applicable to Part 2 only	
7. Total number of owned plant & machinery - Applicable to Part 2 only	
8. Total number of hired plant & machinery – Applicable to Part 2 only	

Schedule 15.5

The Tenderer must indicate clearly what system they intend using to provide a “paper trail” and /or electronic tracking system in order to show that dewatered wastewater sludge removed from a particular wastewater treatment works was indeed collected and disposed of at an **appropriate licenced landfill site**. The paper trail and/or electronic tracking system should contain (but not limited) the transporter (driver details), fleet details, collection points, disposal points, routes, paper trail charts, running hours. Tenderers **MUST** attach evidence sample of the implementation and a detailed tracking system detailed document to be attached.

FULL DETAILS OF “PAPER TRAIL” SYSTEM TO SHOW HOW COLLECTION, TRANSPORTATION, AND ULTIMATE DISPOSAL WILL BE TRACKED AND REPORTED.

Schedule 15.6

The Tenderer must indicate clearly what system they intend using to provide a “paper trail” and /or electronic tracking system in order to show that dewatered wastewater sludge removed from a particular wastewater treatment works was indeed collected and disposed of at an **appropriate land application site**. The paper trail and/or electronic tracking system should contain (but not limited) the transporter (driver details), fleet details, collection points, disposal points, routes, paper trail charts, running hours. Tenderers **MUST** attach evidence sample of the implementation and a detailed tracking system detailed document to be attached.

FULL DETAILS OF “PAPER TRAIL” SYSTEM TO SHOW HOW COLLECTION, TRANSPORTATION, AND ULTIMATE DISPOSAL WILL BE TRACKED AND REPORTED.

Schedule 15.7

METHODOLOGY

The Tenderer must produce a clear informative and detailed contingency plan (attached contingency plan document) to be implemented should there be any disruptions on the removal, transportation, and disposal processes, cases where fleet shortages and or any delays are experienced, complaints from the public and any nuisance caused on site and on public roads in the following sequence:

CONTINGENCY PLAN

(a) Contingency fleet breakdowns and/delays:

(b) Complaints from the Public:

(c) On site spillages

(d) Spillage: public road spillages

(e) Breakdown on public roads

[illegible]

(f) Any other foreseeable delays/disruptions/emergencies/accidents/incidents

SIGNED ON BEHALF OF TENDERER:

TENDER DOCUMENT GOODS AND SERVICES		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO: [13S/2022/23]

TENDER DESCRIPTION: REMOVAL, TRANSPORTATION AND DISPOSAL OR REUSE OF DEWATERED WASTEWATER SLUDGE FROM VARIOUS WASTEWATER TREATMENT WORKS

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT FOR A PERIOD NOT EXCEEDING 60 MONTHS

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.

'Not Applicable. Tenderers must disregard **Form of Guarantee / Performance Security** and are not required to complete same.

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 **zero (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 Returnable schedules(Schedule 8)

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

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.

The penalty for this contract shall be [

The penalty for this contract shall be:

Wastewater Treatment is a continuous process that cannot be stopped. The sludge produced as a byproduct of the treatment process is produced continuously.

As indicated before, the production of sludge is continuous and any interruption to the removal of dewatered sludge off-site will result in the dewatering plant having to be shut down. The container/s need to be removed on a regular basis. This will have a significant impact on the quality of the treated effluent produced and may well result in the City being in contravention of the provisions of the applicable legislations. The time it takes for the impact to occur is variable depending on the treatment works operations.

The following penalties shall also be imposed by the City of Cape Town for delayed performance, nonperformance, poor performance, any act that will cause reputational loss and/or damage to the City and any contravention to terms and conditions of the contract by the Contractor. It must be borne in mind that a day for this contract refers to a 24 hour period.

Accordingly, the City of Cape Town shall impose the following stipulated penalties detailed below during the contract period:

i. Should the Contractor take longer than 3 hours from the time of order and or a request for collection of dewatered wastewater sludge at a specific wastewater treatment facility, a penalty fee shall be imposed based on the removal, transportation, disposal rates, the effect of downtime of the dewatering process and the rate of the process staff, at the time shall be imposed for every hour following a 3 hour waiting period.

ii. If at any time, the wastewater sludge falls or spill or illegally dumped on any road and/or land, then the contractor must immediately clear up such wastewater solids and remove it to the disposal site. Should the Contractor fail to remove such material within 4 hours from the time of being notified/or being aware of such spill or illegally dumped material, then the Contractor will be liable to a penalty fee of R5,000.00 (five thousand rand) for every hour following a 4 hour waiting period. Additional costs shall be imposed depending on the damage to properties, human health and reputational loss for the City of Cape Town.

iii. Accredited Health and Safety Training of the Contractor's personnel shall be provided by the Contractor within first five working days of the commencement of the contract. Evidence of conducting health and safety training must be submitted to the Project Manager within ten working days from the date of the commencement of the contract. Should the Contractor fail to provide the necessary training after being notified by the project manager a penalty of will be calculated based on the costs of training, the employee's hourly rate, travelling and accommodation expenses will be imposed, the City of Cape Town reserves the right to report the contractor to relevant authority if/when the contractor is in contravention of the OHS act.

iv. Should the Contractor fail to submit a proof of safe disposal of dewatered wastewater sludge at an appropriate licensed landfill site by the seven working day of every month during the contract period,

then a fine of (disposal rate at the time) for each day following the seven working day waiting period.

v. On the first day of the commencement of the contract, the Contractor shall ensure each container is marked with a permanent fixture to clearly identify the 10m³ mark on the inside. No container will be allowed to load on site without the correct 10m³ marked filling levels. The City will not be held responsible and/or liable for refusal to acknowledge delivery notes nor processing payment for unmarked or partially filled containers. Any Contractor who fails to mark the container volumes as per the requirement specifications of this contract shall also be liable to a penalty calculated using the costs of marking the container, travelling costs, hourly rate of employee, disposal costs, removal costs, transportation costs shall be imposed for each container not being marked.

vi. The contractor shall install a dosing system to dose a larvicide into the sludge before the sludge is lifted or pumped into the sludge storage hopper at each wastewater treatment works where mechanically dewatered wastewater sludge is removed as part of this contract. Should the Contractor fail to install larvicide dosing system after 7 (seven) working days (following 7 (seven) working days of contract commencement) of being notified of such required installations, then a penalty fee will be calculated based on the cost of equipment, larvide, transporation and employee rate per day for a particular wastewater treatment facility shall be imposed.

vii. Applying sludge in a restricted or non-approved area – R50 000 (fifty thousand rand) for each 10m³ container of sludge so applied.

viii. Exceeding the application rate of 10 tons' dry mass per hectare per year. The application rates will be assessed for the 12 month period. A penalty fee of R50 000 for each property (fifty thousand rand) shall be imposed and all consequence clean-up will be to the contractor costs or account. As this is also in contravention of the guidelines for the utilisation and disposal of wastewater sludge, further penalties can be imposed by the regulator.

ix. Not ploughing the sludge into the ground within 4 hours of receipt at the applicable approved land A penalty fee of R20 000.00 shall be imposed. A penalty fee of R 1 000.00 shall be imposed for every hour following the 6 hours of receipt.

x. Reputational Losses by the City of Cape Town which include but not limited - negative publicity from all shareholders, stakeholders and customers:

a) City Wide and Regional – R100 000 b) National – R500 000,

NOTE: Item x of Section 22 is an additional penalty and does not exclude the other penalties Item i to x of Section 22.]

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.

(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.
- 7.2 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 zero (0) 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 zero (0) 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

Not Applicable

(10) FORM OF ADVANCE PAYMENT GUARANTEE

Not Applicable

(10.1) ADVANCE PAYMENT SCHEDULE
--

Not Applicable

(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 at on 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.: 13S/2022/23

**TENDER DESCRIPTION: REMOVAL, TRANSPORTATION AND DISPOSAL OR REUSE OF DEWATERED
WASTEWATER SLUDGE FROM VARIOUS WASTEWATER TREATMENT WORKS**

NAME OF SUPPLIER: _____

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

13.1 BACKGROUND

In terms of the Wastewater treatment operations, it is required to remove, transport and/or reuse or dispose dewatered wastewater sludge on a regular basis in order to manage all wastewater solid waste disposals effectively.

In terms of National Environmental Management Waste Act 59 of 2008, it is a requirement that the waste holder should take all reasonable measures to ensure that the waste is treated and disposed of in an environmentally sound manner. In addition, the waste should be managed in such a manner that it does not endanger public health or the environment or cause a nuisance through noise, odour or visual impacts.

The Wastewater Treatment works of the City of Cape Town produce wastewater sludge as a byproduct of the treatment process.

The wastewater sludges are classified into two main groups: raw sludge and treated sludge. The raw sludge would consist of raw primary sludge. The treated sludge would consist of digested primary sludge or secondary sludge or a blend of the two. If any secondary sludge is "contaminated" with primary sludge, then this blend will be regarded as primary sludge.

13.2 SCOPE OF WORKS

The scope includes continuous removal, transportation and/or reuse disposal of dewatered wastewater sludge from wastewater treatment works as listed Tables 1- 3 including other wastewater treatment works that may require services during the contract period as the need arise.

Part 1 removal, transport and disposal of unstable (raw primary, digested primary OR secondary sludge OR a mixture of either two sludges) from various wastewater treatment works with disposal at a licenced landfill sites.

Part 2 of this tender involves the removal, and transportation and/or reuse disposal of digested primary OR secondary sludge OR a mixture of the two from the various wastewater treatment works to land for application. This shall involve ploughing in.

Part 3 of this tender involves the removal and transportation of wastewater sludge from one wastewater treatment works/facility to another. This shall include cleaning of sludge ponds by removing and transporting unspecified wastewater sludge from a wastewater treatment facility to an appropriate land and/or licensed landfill site.

Part 4 of this tender involves the disposal of any type (raw primary, digested primary, secondary sludge or a combination of any two) of wastewater sludge from a wastewater treatment works to a sludge processing plant for beneficial use. The acceptable beneficial use may include (but not limited to) energy recovery, brick making, composting.

13.3 SLUDGE PRODUCTION

WASTEWATER SLUDGE PRODUCTION

The figures given below are approximations of the quantity of dewatered wastewater sludge to be removed on a monthly basis.

TABLE 13.3.1: APPROXIMATE QUANTITIES FOR PART 1 – RAW AND/OR UNSTABLE PRIMARY SLUDGE TO LANDFILL

WORKS	m ³ per month	FREQUENCY OF SERVICE
Athlone	1472.7	As when required (may change to continuous)
Bellville	1227.3	Continuous
Borcherds Quarry	1670.5	Continuous
Mitchells Plain	930.7	Continuous
Potsdam	1104.5	Continuous
Zandvliet	1503.4	Continuous
Ad hoc	other	As and when required

TABLE 13.3.2: APPROXIMATE QUANTITIES FOR EITHER PART 1, 2 OR 3 – DIGESTED PRIMARY OR SECONDARY OR A BLEND FOR LAND APPLICATION/ TO A LANDFILL

WORKS	m ³ per month	FREQUENCY OF SERVICE
Athlone	3857.1	As when required (may change to continuous)
Bellville	3482.1	Continuous
Borcherds Quarry	2109.4	Continuous
Cape Flats	4500.0	Continuous
Fisantekraal	428.6	Continuous
Kraaifontein	411.4	Continuous
Macassar	771.4	Continuous
Melkbosstrand	42	As and when required (may change to continuous)
Mitchells Plain	2100.0	Continuous
Potsdam	1542.9	Continuous
Scottsdene	514.3	Continuous
Simonstown	150	As and when required
Wesfleur	180	As and when required (may change to continuous)
Wildevleivlei	694.3	Continuous
Zandvliet	3750.0	Continuous

TABLE 13.3.3: APPROXIMATE QUANTITIES FOR PART 3 – UNSPECIFIED DEWATERED SLUDGE FROM WORKS TO ANOTHER

WORKS	m ³ per month	FREQUENCY OF SERVICE
Athlone to Cape Flats	400	As and when required

Mitchells Plain to Cape Flats	200	As and when required
Wildevolei to Cape Flats	200	As and when required

Note: Part 4 is applicable for all tables (Table 13.3.1-13.3.3)

13.4 DATA COLLECTION

13.4.1 The **Contractor** must submit a proof of safe disposal of wastewater sludge at an **appropriate licensed landfill site** within the Cape Town Municipal borders(if outside of the City of Cape Town area the contractor will provide necessary authorization for such) area by no later than the seventh working day of every month during the contract period. An excel spreadsheet/work worksheet indicating a format for submission of safe disposal information will be supplied to the successful Tenderer. The Contractor shall only use excel spreadsheet/s as supplied by the City and no other format.

Proof of safe disposal should contain (but not limited) the following information:

- a) daily quantities (m³ and tons) of dewatered wastewater sludge removed from each wastewater treatment works,
- b) daily quantities (m³ and tons) of dewatered wastewater sludge disposed of at an appropriate licensed landfill site,
- c) quantity (number/amount) of containers removed per day from each wastewater treatment works
- d) quantity (number/amount) of containers placed per wastewater treatment works
- e) proof of the total cycle of handling the dewatered wastewater sludge which shall include time, date at a point of collection and disposal.

13.4.2. The **Contractor** must submit a proof of safe disposal of wastewater sludge at an **appropriate land for land application and/or at a sludge processing facility** within the Cape Town Municipal borders (if outside of the City of Cape Town area the contractor will provide necessary authorization for such) area by no later than the seventh working day of every month during the contract period. An excel spreadsheet/word worksheet indicating a format for submission of safe disposal information will be supplied to the successful Tenderer. The Contractor shall only use excel spreadsheet/s as supplied by the City and no other format.

Proof of safe disposal should contain (but not limited) the following information:

- a) daily quantities (m³ and tons) of dewatered wastewater sludge removed from each wastewater treatment works,
- b) daily quantities (tons) of dewatered wastewater sludge
- c) Sludge applied at an appropriate land and/or at a sludge processing facility as approved by the City,
- d) quantity (number/amount) of containers removed per day from each wastewater treatment works,

- e) quantity (number/amount) of containers placed per wastewater treatment works
- f) proof of the total cycle of handling the dewatered wastewater sludge which shall include time, date at a point of collection and disposal.
- g) name and location (which shall include but not limited erf number, camp/farm name, camp/farm number, area (ha), coordinates of the area ploughed, distance of nearest public activity and waterway, where available address or street name of the farm) of land where dewatered wastewater sludge is applied
- h) period (times and dates of commence and completion) of application of dewatered wastewater sludge
- i) disposal area/and available capacity intended to be utilized for the succeeding 4 months
- j) control measures in place to prevent nuisance including but not limited to fly breeding, odour and dust generation.

13.5 DOCUMENTATION

13.5.1 During the tender submission the **Tenderer** must submit a safe disposal permission for unstable dewatered wastewater sludge issued by the registered owner of appropriate licensed landfill site intend to be utilized during the contract period.

13.5.2 The Tenderer must indicate clearly what system they intend using to provide a “paper trail” and /or electronic tracking system in order to show that dewatered wastewater sludge removed from a particular wastewater treatment works was indeed collected and disposed of **at an appropriate licensed landfill site**. The paper trail and/or electronic tracking system should contain (but not limited) the transporter (driver details), fleet details, collection points, disposal points, routes, paper trail charts, running hours. Tenderers **MUST** attach evidence sample of the implementation. Details are to be given in **Schedule 15.5-15.6**

13.5.3 The Tenderer must indicate clearly what system they intend using to provide a “paper trail” and /or electronic tracking system in order to show that dewatered wastewater sludge removed from a particular wastewater treatment works was indeed collected and disposed of **at an approved land for application during the particular period**. The paper trail and/or electronic tracking system should contain (but not limited) the transporter (driver details), fleet details, collection points, disposal points, routes, paper trail charts, running hours. Tenderers **MUST** attach evidence sample of the implementation. Details are to be given in **Schedule 15.5-15.6**.

13.5.3 The Contractor shall produce a clear informative and detailed contingency plan to be implemented should there be any disruptions on the removal, transportation and disposal processes, cases where fleet shortages and or any delays are experienced, and any nuisance caused. The Tenderer must provide and attach a Contingency plan as per order in **Schedule 15.7**. This Contingency plan must be submitted with tender documents.

The Tender shall develop, submit and implement a contingency plan including (but not limited to) the following:

- Contingency fleet breakdowns and/delays
- Complaint from the Public or governmental agency or any other stake holder or affected party
- On site leaks and spillages
- Bad weather affecting land application site
- Public Road leaks and spillages
- Breakdown on Public roads
- Any other foreseeable delays/disruptions/emergencies
- Emergency response plan

- Contract or agreements with response organisations or demonstration that adequate resources exist to respond to emergencies shall be documented.
- Frequency and nature of personnel training exercises.
- Where the dewatered wastewater sludge will be applied during Cape Town wet weather conditions. An identified area for anticipated land application should be able to cater for approximately 2000 tons of dry sludge per month.
- Process of maintaining and updating the training program which should entail communication method and procedures to maintain regular contact with the Tenderer's responsible officials and the City.
- The Tenderer shall provide the City with contact name(s) and emergency number(s) of their responsible individual(s) for normal and emergency purposes.

13.5.5 Successful Tenderer shall within 30 days of the notification of the final award provide an On- site traffic coordination plan to a Project Manager responsible for this contract which shall include a vehicle identification system whereby all articulated trucks removing sludge from the wastewater treatment works are clearly marked, placarded, and/or badged, driver identification. The vehicle identification system shall be developed in coordination with the City's District Manager for a particular wastewater treatment works such that entry and exit procedures are effective and efficient.

13.6 STAFF/EQUIPMENT

The Contractor shall at all times have sufficient staff and resources as stated in the tender submission available to execute the work in order to ensure continuous operations at the wastewater treatment facilities. The City will not accept poor workmanship and unreliableness. All plant, equipment and machinery made available for use under this contract shall be in sound working condition. All Tenderers are to clearly list in detail all plant, equipment and machinery which is currently in their ownership, hired and any form of agreement AND/OR partnership entered into between parties with intent to use for the execution of this contract. (Schedule 15.4).

Successful **Tenderer** is expected to carry out all stated activities in full compliance to the terms and conditions of the Contract within the first day of the commencement of the contract.

The **Contractor** will not be allowed to store any plant, equipment and machinery within the City premises (containers after completion of work as the City will not be held liable for any loss and damage of assets).

On the first day of the commencement of the contract, the Contractor shall ensure each container is marked with a permanent fixture to clearly identify the 10m³ mark on the inside. No container will be allowed to load on site without the correct 10m³ marked filling level. The City will not be held responsible and/or liable for refusal to acknowledge delivery notes nor processing payment for unmarked or partially filled containers. Any Contractor who fails to mark the container volumes as per the requirement specifications of this contract shall also be liable to a penalty as stipulated in Item 22.1 of Section 22.

The Contractor shall adhere to the required personal protective clothing and equipment for all its personnel.

Only 10m³ carrying containers that are watertight to be used to convey wastewater solids off site. For billing purposes, it must be noted that no other container carrying capacity will be allowed during the period of this contract.

Minimum number of vehicles for part 1 and 2 and part 3 and 4

The City of Cape Town will not penalise no award points but would strongly advise tenders to install onboard weight scales on their vehicles to be used in this tender.

13.7 WORKING ENVIRONMENT

All areas must be checked by the **Tenderer** to satisfy himself/herself of the areas to be serviced. The Tenderer must be fully aware of the operations at the wastewater treatment works as the quality and quantity of dewatered wastewater sludge cannot be guaranteed.

The **Contractor** shall ensure before leaving the treatment works site, that there is no material on the outside of the receptacle or on the vehicle that may fall off while the vehicle is being driven on public, privately owned or on-site roads. Like-wise when leaving the final disposal landfill site, the contractor shall ensure before leaving the site, that there is no material on the outside of the receptacle or on the vehicle that may fall off while the vehicle is being driven on public, privately owned or on-site roads.

If at any time, the wastewater solids fall or spills or illegally dumped on any road and/or land, then the Contractor must immediately clear up such wastewater solids and remove it to their disposal site. If the **Contractor** does not remove such material within 4 hours from the time of being notified and/or being aware of such spill or illegally dumped material, then the Contractor will be liable to a penalty as stipulated in Item 22.1 of Section 22.

13.8 SERVICE DELIVERY PERIOD

The **Contractor** shall not take longer than 2 hours from the time of order and or a request for collection of dewatered wastewater sludge for the specific wastewater treatment facilities.

13.9 OCCUPATIONAL HEALTH AND SAFETY, ENVIRONMENT

While delivering services during the contract period, The Contractor shall comply with all applicable legislation pertaining to this contract activity which includes but not limited to relevant Acts listed below:

- Hazardous Substances Act (Act 5 of 1973)
- Health Act (Act 63 of 1977)
- Environment Conservation Act (Act 73 of 1989)
- Occupational Health and Safety Act (Act 85 of 1993)
- National Water Act (Act 36 of 1998) Guidelines for the Utilisation and Disposal of Wastewater sludge (Volume 1-5); Water Research Commission and Department of Water Affairs and Forestry (March 2006)
- The National Environmental Management Act (Act 107 of 1998)
- National Environmental Management: Air Quality Act (No. 39 of 2004) (NEMAQA)
- Air Quality Act (Act 39 of 2004)
- National Environmental Management: Waste Act, 2008 (Act 59 of 2008)
- National Environmental Management: Waste Amendment Act, 2014 (Act 26 of 2014)
- The National Road Traffic Act (Act No. 93 of 1996)

Note: The Tenderer shall be aware of all existing, revised, proposed and new applicable regulatory requirements and other rules, guidelines and regulations covering its activities in connection with this service. The City shall not be responsible for notifying the Tenderer/successful Tenderer of any changes in regulations regarding the transportation, handling, disposal and processing of wastewater

sludge that affect its operations. The successful Tenderer shall at all times conduct proper wastewater sludge processing practices in accordance with applicable regulations.

For the purpose of the Occupational Health and Safety Act No. 85 of 1993, the **Contractor** is in every respect responsible for compliance with the provisions of the OHAS Act. The Tenderer shall be required to provide Health and Safety Plan for removal transportation and disposal of dewatered wastewater sludge.

The provisions of the Road Traffic Act 93 of 1996 must be adhered to. The **Contractor** is to ensure compliance with the provisions of the National Environmental Management: Waste Act 59 of 2008 and its amendments. All articulated trucks transporting wastewater sludge shall be in full compliance with Road Traffic Act requirements, fully insured, and in safe operating conditions. It is the responsibility of the Tenderer to ensure that each container is loaded to the proper weight. The City shall require the successful Tenderer to provide the calibrated certified load weight of each container removed and disposed at no additional cost to the City.

The Contractor shall ensure training on health and safety awareness of its personnel within the wastewater environment. The **Contractor** shall ensure that their staff is fully aware of the health and safety risks of coming into contact with the wastewater solids. Accredited Health and Safety Training of the Contractor's personnel shall be provided by the Contractor on the within the first 5 working days of the commencement of the contract. The Accredited Health and Safety Training shall be provided at the **Contractor's own cost**. Evidence of conducting health and safety training must be submitted to the Project Manager responsible for this contract within ten working days from the date of the commencement of the contract.

A Contractor shall be liable for the damage of any of the City's assets and/or properties caused by the contractor. The Contractor should replace to its original condition or state.

Should there be any permit/s pending approval by the appropriate regulator, it will be at the City's discretion to consider such upon the Tenderer has demonstrated that permits will be obtained in a manner that will not impact the time constraint of the tender.

13.10 LOADING AND TRANSPORTATION OF SLUDGE

The transport operator/driver/workers at the farm must be supplied by the Contractor with the appropriate Hazchem placards which should be properly fitted to the vehicle.

In order to ensure protection against effect of an accident, the Contractor must ensure that adequate steps are taken to minimise the effect of an accident or incident which may have on the public and on the environment.

All road accidents must be reported to the Department of Transport on the prescribed documentation within 24 hours from time of occurrence and a full report should be sent to the Local Authorities, the Competent Authority, the City of Cape Town and the Department of Environmental Affairs within 7 working days.

The Tenderer shall be able to accept and handle wastewater sludge on a 24 hour daily basis 7 days/week, and 365 days/year. The Tenderer may be required to work outside normal working hours' dependent on varying demand of wastewater sludge to be removed from any wastewater treatment facility. Payment will be at the rates tendered. All trucks transporting wastewater sludge must have containers with sealed tailgates to prevent leakage. Additionally, all containers must be covered by a tarp prior during transportation to prevent release of wastewater sludge.

The City does not guarantee the quality of sludge as it varies due to operational circumstances. At no point during the contract period shall the successful Tenderer refuse to accept the wastewater sludge tendered for as a result of non-complying quality.

Applicable to Part 4: The Tenderer intending to tender for Part 4 shall be required to remove, transport, dispose and or process 100% any type of the wastewater sludge for all wastewater treatment works within the City. If, at any point, the total quantity of wastewater sludge is found to be greater than anticipated estimations, the successful Tenderer shall remove the total quantities with no **obligations** to the City.

Applicable to Part 4: The successful Tenderer at his own expense shall perform all testing and provide all permits, licences and approvals certifications as required by Regulators/and legislation to perform the work and services applicable to this Contract .The certification includes, but is not limited to, environmental permits, and any required amendments or supplements to existing permits to render required services. A comprehensive testing plan and quality control plan shall be submitted with tender documents. The Tenderer must implement a more comprehensive testing and quality control program to determine actual wastewater sludge quality at the time of processing.

The contractor or his/her employees are not allowed on any City of Cape Town plant sections unaccompanied by a city official. The contractor or his/her employees are not allowed to operate any City of Cape Town equipment. A designated city council official will operate any/all necessary equipment and sign for removal slip. Discretion to sign is responsibility of the City of Cape Town official; no payment will be made to the contractor if he/she cannot produce a signed removal slip/note.

13.11 PAST EXPERIENCE

All prospective Tenderers who have relevant experience in the handling, transportation and disposal/reuse of waste within the wastewater works environment must supply a clearly completed and detailed list of previous and/ or current experience. Contact persons affiliation, telephone numbers, cell phone numbers and email address must also be given. **(schedule 15.1-15.3)** Tenderer MUST supply during tender submission a minimum of two reference letters from previous/and current institutions indicating relevant experience and satisfactory performance in the handling, transportation, disposal and processing (processing applicable to Part 4) of wastewater sludge within the wastewater treatment works environment.

13.13 ADDITIONAL REQUIREMENTS FOR THE HANDLING OF DEWATERED SECONDARY OR DIGESTED PRIMARY SLUDGE

I. METAL AND POLLUTANT CONTENT.

The City of Cape Town Scientific Services Laboratory analyse the sludge on a monthly basis. The parameters determined are: Aluminium, Arsenic, Cadmium, Cobalt, Chromium, Copper, Iron, Manganese, Molybdenum, Nickel, Lead, Strontium, Vanadium & Zinc, Potassium, Phosphorus and Nitrogen. The Contractor will have to follow necessary City's protocol/s in requesting access to the sludge analytical results which will be made available to the successful Tenderer dependant on the time of sludge analytical results availability.

The Contractor maybe asked to initiate a monitoring programme with an external consultant to monitor heavy metals in grain/dairy products which arise from the agricultural activities on site.

II. PREVENTION OF any NUISANCES AND FLYBREEDING (should fly breeding be mentioned what about odour, dust etc.)

The two most important vector reduction methods to be employed are:

1. The dosing of the sludge with a suitable fly larvicide after the dewatering stage at the various wastewater treatment works and
2. The rapid and effective ploughing in of the sludge after spreading.

The prevention of fly breeding on the application sites is a major requirement for the sustainability of land application as a beneficial usage of the sludge. The adequate ploughing in of the sludge is a prerequisite to the satisfactory prevention of fly breeding. The contractor shall take all necessary steps to prevent the undue generation of odours and fly-breeding on the site where the sludge is being processed, applied and disposed at no additional cost to the City. The Contractor shall provide the City with the specifications of material/s utilized for fly breeding prevention during the contract period. Should the nuisance complaint received by the City or the contractor, the contractor shall respond immediately with the necessary measures to resolve the complaint. Should the contractor not respond in 2hrs time, a penalty will accordingly apply. Contractor is required to be available outside of the core business hours and 365 days per year.

The Contractor maybe requested to initiate a monitoring programme with an external consultant to confirm whether the sewage sludge has been adequately treated prior to disposal to land in order to prevent odours, and associated fly nuisances from arising.

In compliance with the regulator sludge application at the Die Anker and Keert-de-Koe from November to March months is discouraged .

III. DOSING OF THE SLUDGE WITH A LARVICIDE

The contractor shall supply and install larvicide dosing system to dose a larvicide into the sludge before the sludge is lifted or pumped into the sludge storage hopper at each wastewater treatment works where mechanically dewatered sludge is removed as part of this contract. The larvicide dosing system must be installed within 10 (ten) working days from the date of the commencement of the contract and shall be operational 24/7 and 365days per year.

The contractor shall supply and apply Larvicide at a concentration and quantity recommended by the suppliers of the product. The successful Tenderer/s shall provide the MSDS of larvicide product utilized during the contract period. The Contractor shall provide the City with the recorded quantities, dilution and dosing rates as well as costs of larvicide used (using the Template to be provided by the City to the successful Tenderer/s) not later than the seven working days of each month during the contract period not restricting the fact that data might be requested within a three day notice as the need arise, this may be considered short notice. The City reserves the right to reject any Larvicide product that is proven to be harmful or may pose safety and/or healthy risk/danger to human and the environment.

The City will make available at no cost to the contractor a 15 amp 220v power supply and a water connection. The supply of electricity and water will also be at no cost to the successful Tenderer/s the cost of the larvicide and its dosing system used shall be included in the tendered rate for the removal, transport and disposal of the sludge.

IV. INSTALLATION OF FLY TRAPS AROUND THE APPLICATION AREA.

The successful Tenderer/s shall supply, set up fly traps on the downwind side and along the residential and/or commercial properties of the application area at the rate of one fly trap per 50 metres. Such traps shall be placed before application commences and may be removed 10 days and/or after the invisibility of flies within the ploughed areas and within 200 metres from the area where the sludge was being ploughed. The successful Tenderer/s shall be required to immediately remove and replace all full fly traps. The operating instructions supplied with the fly traps shall be followed regarding position of installation, adding the fly attractant and replacing the fly attractant. When fly breeding is noticed on storage containers, application machinery etc., a suitable fly spraying program shall be implemented. If it can be shown on the balance of probabilities that the inordinate number of flies found on adjacent properties are due to the land application program, then the contractor shall institute a fly spraying program on these properties to the satisfaction of the City's Environmental Health Officer for the area.

V. GROUNDWATER MONITORING – SAMPLING AND ANALYSIS

The responsibility to identify the existing and drill required boreholes where necessary rest with the Tenderer/s.

Samples of groundwater MUST be taken by the Contractor and analysed at a reputable and/or Accredited laboratory from each existing and the newly drilled boreholes that is sited within the sludge application area before sludge is first applied (to determine the background value) and then at quarterly (3 monthly) intervals thereafter up to the end of the contract period. The successful Tenderer shall ensure the boreholes are kept free of any debris and report to the City any susceptible contamination on the borehole. The Contractor shall provide the City with the recorded groundwater monitoring data on a bi-annual basis. The laboratory analytical results supplied by the Contractor MUST be presented in ENGLISH in a Word/Excel format unless advised otherwise by the Project Manager (responsible for the contract) or representative of the City of Cape Town: Wastewater Branch during the contract period. The costs of the sampling and analyses will be for the Contractor's account and will be deemed as part of the input costs of the contract. The analytical results shall be provided to the City within the first 7 (seven) working days before the first application and for the following the 3 months period whilst application is taking place. For regulatory requirements, the data maybe requested within a three day period, which will be considered short notice as the need arise.

The samples shall be analysed for the following parameters:

- i. Free and saline Ammonia expressed as N,
- ii. Nitrate + Nitrite expressed as N,
- iii. Total Phosphorus expressed as P
- iv. Conductivity expressed as mS/m,
- v. Iron expressed as Fe,
- vi. Copper expressed as Cu,
- vii. Zinc expressed as Zn,
- viii. Chromium expressed as Cr,
- ix. Cadmium expressed as Cd,
- x. Lead expressed as Pb
- xi. Total Coliforms;
- xii. Escherichia Coli.
- xiii. Sodium expressed Na
- xiv. Magnesium expressed as Mg
- xv. Calcium expressed Ca
- xvi. pH
- xvii. Sulphate expressed SO_4

VI. SOIL MONITORING

In order to ensure that the application of sludge at a rate of the Guideline maximum of 10 tons dry mass per hectare does not result in the metal content of the soil exceeding the values given in volume 2 of the Guideline, soil samples shall be taken by the successful Tenderer/s and analysed at a reputable and/or Accredited Laboratory. Samples shall be taken at the rate of one sample per 10 hectares of land. The successful Contractor shall supply coordinates of the sample points to be utilized and advised the City in writing of such points 28 working days' prior application of dewatered wastewater sludge. The City reserves the right to change the sampling point as it deems necessary. The soil samples shall at all times be collected at the position as advised to the City and approved thereof. The use of prescribed coordinates and a GPS to locate these points is to ensure that future samples may be taken within a few metres of the same point. The sample for analysis shall be an equal volume composite of soil taken at 100 mm, 200 mm and 300 mm depth. The final sample volume shall be about 10 litres. The soil shall be analysed by a reputable and/or accredited laboratory experienced in the analysis of soil for agricultural purposes. The costs of these analyses will be for the Contractor's account and will be

deemed as part of the input costs of the contract. The soil analysis required for monitoring purposes shall comply with all specification as in Table A3 of Volume 2 Guidelines for the Utilisation and Disposal of Wastewater Sludge – requirements for the agricultural use of wastewater sludge. Undertake additional soil and groundwater monitoring at a frequency and specification as determined by the Directorate (in consultation with the Directorate: Pollution and Chemicals Management and Department of Water and Sanitation), to determine if soil and/or groundwater contamination is occurring.

VII. AIR MONITORING

The successful Tenderer shall install a continuous monitoring weather station that shall record the following (but not limited to) minimum requirements: air temperature, wind direction, wind speed/strength, rainfall and humidity. The City shall be entitled to ask for the downloading of the data over the previous 30-day period onto a suitable data carrying device for analysis by the its staff. The costs of installing and monitoring the weather station shall be for the Contractor's account and will be deemed as part of the input costs of the contract. The Contractor maybe be requested to initiate a monitoring program that will monitor down-wind dust levels and the potential heavy metal content thereof for all immediate neighbours, considering seasonal variations.

VIII. PRODUCT MONTORING

Due to the microbial content of the raw material, it is vital that the final product be monitored for bacterial content. On a monthly basis, a sample of the final material must be submitted to an accredited microbiological testing laboratory for the determination of the presence of Faecal Coliforms and Salmonella in CFU (cell forming units) per gram (g) on a dry basis. The costs of these analyses shall be for the Contractor's account and will be deemed as part of the input costs of the contract.

IX. SELECTION OF SUITABLE AREAS FOR LAND APPLICATION

It is the responsibility of the Contractor to identify proposed areas for the land application. The contractor shall be responsible for making the necessary arrangements with the registered owner of the land for permission to use the land within the City of Cape Town Metropolitan area for obtaining access, maintenance of roads on the property, applying sludge etc. Tenderer shall provide a guarantee that he/she has acquired land to apply on submission of tender. When suitable land has been identified, the City must be formally (in writing) advised 28 working days before the Contractor intends commencing the spreading of sludge on the land in order to ensure that all the relevant inspections, notifications are completed.

The Contractor shall inform the Project Manager (responsible for the contract): Wastewater Branch of the City who will arrange for an inspection of the proposed site by the necessary Officials of the City. If the City approves the proposed area/s, then the City will advise regulatory authorities. Under no circumstances shall the Contractor apply wastewater sludge on land without necessary approvals as it shall be in contravention of the contract terms and conditions.

Certain areas that may not be used for land application (but not limited to) have been highlighted. During the contract period, the City reserves the right to restrict any area for future ploughing. The restricted are generally within 3 km (crow flies distance) of residential areas, commercial and industrial properties which includes but are not limited to schools, farm houses. The Contractor has the responsibility to demarcate the actual 3 km boundary between the land application area and the residential area, industrial or commercial properties which includes but are not limited to schools, farm houses.

X. SLUDGE APPLICATION RATES

The application of sludge should not contribute to soil erosion.

Sludge should be applied at rates that do not exceed the plant nutrient requirements agronomic rates. In addition, an application rate of 10 tons' dry mass per hectare per year may not be exceeded.

XI. APPLICATION RATES AND SPREADING.

The sludge must be spread and ploughed within 4 hours of being delivered at the application area. The sludge application rate shall be based on the metal content of the soil prior to sludge application as per applicable 'Guidelines for the Utilization and Disposal of Wastewater Sludge'.

The type of ploughing used and the number of passes required shall be regularly monitored and confirmed by the City to ensure it meets allowable practices. The sludge shall be ploughed in to a depth of not less than 300 mm. **The sludge shall be deemed to be satisfactorily ploughed in when there is minimal sludge visible on the surface of the soil, with no fly breeding observed and minimal odours within the 200m (crow flies distance) from the sludge application area.**

XII. SPECIAL ARRANGEMENTS OVER EXTENDED HOLIDAY PERIODS

For a short time over Easter, Christmas and New Year and other approved periods, dewatered wastewater sludge may be taken to the licensed landfill site. During such periods, the successful Tenderer must ensure that sufficient landfill capacity has been set aside to accept the required quantity of sludge. Hence, the need to provide rates for Part 3 and 4 for Tenderer intend to tender for Part 2 & 4.

Prior arrangements must be made with the registered owner and/delegated official of the licensed landfill site so that the site can accept the required quantity of dewatered wastewater sludge over a period of not more than 7 calendar days.

XIII. BUFFER ZONES FOR GROUNDWATER AND/OR SURFACE WATER

In order to protect groundwater and surface water from pollution, buffer zones restriction /requirement as per Sludge Guidelines Volume 2 shall apply between the area of application and the water receptor:

- Depth to aquifer should be greater than 5 metres
- Distance from surface water /borehole should be longer than 200m

The Buffer zones may only be relaxed upon the City receiving assurance in writing from Department of Water and Sanitation (DWS). The Department of Water and Sanitation may relax the buffer zone on condition that proof is provided that groundwater and surface water is adequately protected.

13.14 COMMUNICATION

The contractor shall form a committee which will include land application residents, representative from the City of Cape Town, representative from the contractor, representative from Department of Environmental Affairs and Development Planning, The meeting will be chaired by an independent (external from contractor) professional environmentalist practitioner.

The contractor shall meet with the City of Cape Town representative when requested.

13.15 ADDITIONAL REQUIREMENTS APPLICABLE TO PART 4 FOR THE PROCESSING OF ANY TYPE OF THE CITY'S WASTEWATER SLUDGE

The Tenderer's response shall be submitted in the format sequenced as ordered below and must follow the question by question in this Section 5.15 of Item 5 (Specifications) with all necessary documentation to demonstrate Tenderer's ability to perform the required service.

13.15.1. Company Background and Experience

Provide Tenderers' company general background including a summary of previous experience including the following:

- a. Describe the organisational structure of the Tenderer's company (attach organogram), location of sludge processing facilities, location of head office, number of sludge processing facilities and offices and number of employees.

- b. Provide qualifications and competency certificate of personnel responsible for operations as well as management of sludge processing facilities (attach certified and valid copies).
- c. Number of years the Tenderer's company has been in business, present ownership, and key management individuals.
- d. Identification of project team assigned specifically to this tender.
- e. Description of wastewater sludge processing experience.
- f. Description of a sludge processing facility, size, and services
- g. Number of years of experience in biosolids processing with similar types of sludge produced at the City of Cape Town wastewater treatment works.

13.15. 2. Description of the Sludge Processing

- a. Full description of a sludge processing facility, size, sludge handling capacity and services
- b. Describe the value chain for wastewater sludge transportation, processing, and reuse up to the end user.
- c. Provide the process layout and flow chat diagram of the sludge processing plant.
- d. Indicate which type of sludge in terms of classification as well as type the proposed process will have the ability to receive and process.

13.15.3. Permitting/Regulatory Compliance

- a. Provide a history of compliance with applicable regulations for the Tenderer's operation of facilities.
- b. Will the Tenderer utilize an existing permitted facility (ies) with sufficient capacity and compliance history to handle the City's wastewater sludge? Provide a detailed explanation.
- c. Can the Tenderer receive wastewater sludge on 24 hour daily basis 7 days/week, 52 weeks/year 365 days/year.
- d. Can the Tenderer manage to handle and utilize the City's wastewater sludge should quality (deteriorate) and quantity change (increase/decrease) without constructing any processing facilities on the City's property?
- e. The Tenderer shall provide information describing regulatory compliance, approvals, and associated permits/licence
 - I. If not, explain how permitting/licencing would be obtained for the new facilities that will be utilized.
 - II. Can the permits for the new facilities be obtained by 01 July 2020 to process the City's wastewater sludge?
 - III. If new facilities are unable to be permitted/licensed by 01 July 2020 provide a timeline of when permits/licence will be obtained for the new facilities, and describe the interim plan and process and how the interim plan will be permitted. Additionally, explain what options are available if permit/licence approval/s is/are not obtained.

13.15.4. Risk of Process Operation

- a. Does the Tenderer currently use the proposed process upon receiving wastewater sludge from other municipalities for processing and beneficial use? If so, provide the following:
 - i. List of existing locations (coordinates, distance from the sludge collection point to tenderer's site) where the Tenderer is utilizing this process and how long each location has been in operation; and
 - ii. List of current contracts with other municipalities for which the Tenderer is using this process.
- b. If the Tenderer does not have existing facilities that use this process, cite other facilities at which the process is being used successfully with the City of Cape Town to receive, process and reuse the wastewater sludge similar to the one produced by the City's wastewater treatment works.
- c. Explain potential impacts of regulatory changes on the viability of the proposed process.

- d. In the event the Tenderer is unable to process the wastewater sludge for a period of time due to mechanical failure, process upset, weather, and other unforeseen events, what are the contingency plans (attached contingency plan document) to ensure that the Tenderer continues to receive wastewater sludge.
- e. Provide a detailed list of end users (customers) currently using the Tenderer's final product, quantities supplied on a monthly and yearly basis.
- f. Explain the sustainability of a product demand by Tenderer's end users (customers) over a period of 36 months with effect from 01 July 2020. Provide a detailed supply against demand table and charts showing trends during previous years (2017 to 2020).

13.15.5. Operation Flexibility

- a. Can the Tenderer's company process accommodate variations in the City's operations and needs with varying wastewater sludge quantity, time and days for management and preparations for holidays, maintenance activities, storm events, and other events that may require adjustment in the schedules for the transportation and acceptance of wastewater sludge.
- b. Does the Tenderer's company process have the ability to receive any of the wastewater sludge OR does it require a certain class of sludge from a specific particular process?
- c. Indicate the ability of the Tenderer to provide the proposed services (wastewater sludge processing) to the City for contract duration of 36 months (3 years).

13.15.6. Enhanced Environmental Benefits

- a. Describe how the proposed process is environmentally beneficial or responsible.
- b. Are nutrients recycled and how?
- c. Does the process require minimal energy and/or is there energy recovery?
- d. Are there any other environmental benefits?

13.15.7. Local Preference

- a. Is the sludge processing facility located within the Cape Town Municipal area? Provide the distance (in kilometres) from all the City's wastewater treatment works to the Tenderer's sludge processing facility to be utilized during the contract period.

13.15.8. Local economic Benefits

- a. Does the Tenderer's company proposed process create jobs within the City of Cape Town or provide income or other economic benefits to the City or business within the City of Cape Town.

