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

TENDER NO: 319S/2024/25

TENDER DESCRIPTION: PROVISION OF AREA CLEANING SERVICES IN FORMAL DISADVANTAGED SANDY AREAS

CONTRACT PERIOD: FOR A PERIOD OF 36 MONTHS FROM DATE OF COMMENCEMENT

CLOSING DATE	**17 July 2025**
CLOSING TIME	**10:00 am**
TENDER BOX NUMBER	**237**
TENDER FEE	**R200.00**

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

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

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

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

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THE TENDER

T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED	**:**	**13 June 2025**
SITE VISIT/CLARIFICATION MEETING	:	**Time: 10:00am on Date: 3 July 2025 (Compulsory, Hybrid)**
VENUE FOR SITE VISIT/CLARIFICATION MEETING		:MS Teams https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmRhYmZlMWUtMjRjNS00ZWJjLWEyNTUtZmUxOWZiYTdiMGU2%40thread.v2/0?context=%7b%22Tid%22%3a%22ff731495-b3c8-44b3-93f8-6fca8fc5a699%22%2c%22Oid%22%3a%22ad4db56f-6b05-4d14-89a5-78576fa62678%22%7d
TENDER BOX & ADDRESS	:	**Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
	:	The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "**319S/2024/25: PROVISION OF AREA CLEANING SERVICES IN FORMAL DISADVANTAGED SANDY AREAS**, the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
CCT TENDER REPRESENTATIVE	**:**	**SCM.Tenders17@capetown.gov.za** (Please reference the Tender number in the subject line)

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

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

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

Each main tenderer and each alternative tenderer may only be awarded a maximum of one area; however, the CCT reserves the right to offer a tenderer more than one area, depending on the tender evaluation and the needs of the contract. This ensures that the allocation is done in a fair and efficient manner, balancing the tenderer's capabilities and the requirements of each area.

The contract period of 36 Months from Date of Commencement

Areas
Area North 1
Area North 2
Area East 1
Area East 2
Area Central 1
Area Central 2
Area South 1
Area South 2

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Standby Bidder

Not Applicable.

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the CCT, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.

b) An appeal must contain the following:
   i. Must be in writing
   ii. It must set out the reasons for the appeal
   iii. It must state in which way the Appellant's rights were affected by the decision;
   iv. It must state the remedy sought; and
   v. It must be accompanied with a copy of the notification advising the person of the decision

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

2.1.6.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000
The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act (PAJA) and Promotion of Access to Information Act (PAIA).

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

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

2.1.6.6 The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).
For purposes of this clause 2.1.6.6, the contract and these Conditions of Tender, the terms "data subject", "Personal Information" and "Processing" shall have the meaning as set out in section 1 of POPIA, and "Process" shall have the corresponding meaning.

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

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

2.1.6.7 Compliance to the CCTs Appeals Policy

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

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

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as ½ (Administrative cost of the tender appeal) + 0.25 %(Appellant's tender price).

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

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

2.1.7 CCT Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document and the Conditions of Tender. An 'acceptable tender must "COMPLY IN ALL" aspects with the tender, Conditions of Tender, all Specifications (i.e., item C.4 to C.8 below, hereinafter the "Specifications"), pricing instructions herein and the Contract including its conditions.

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

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

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

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

2.2.1.1.4 Minimum score for functionality

Bidders must carefully review the criteria and scoring rationale below before completing Table 1.

Previous Company Experience

Bidders must list their previous waste management experience in **Annexure F.1**, including contactable references. They must provide company reference letters no older than five years from the tender advertisement date. If the work was completed more than five years ago, bidders must obtain updated documentation, endorsed by the company where the work took place, to confirm prior experience. Bidders are responsible for ensuring their references are valid and reachable, as the CCT will conduct reference checks. If the CCT cannot contact all references, the bidder will not be scored.

Key Personnel

The Operations Coordinator / Contract Lead / Operations Manager to be employed by the Bidder and must be operational during the contract must have managerial/operations experience in waste management or waste management projects with a minimum NQF Level 6 Qualification listed in **Annexure I OR** any NQF Level 7 or above qualification.

Tenderers to attach updated detailed CV showing relevant previous experience with contactable references **Annexure F.2.**

Key personal **(Personnel are to be currently permanently employed by the bidder at contract implementation)**. Key personal must be a permanent employee of the Bidding Company and due to work on the Contract should the bidder be successful.

Tenderers are to note that the previous experience of both the company and key personnel must align with **all** major components of waste management. This includes:

- **Onsite handling, storage, and processing of waste**.
- **Waste collection**, covering large-scale waste removal operations, including bulk refuse collection from commercial, industrial, and public spaces.
- **Transportation of waste**, ensuring the safe and efficient movement of waste materials, including industrial waste, bulk street refuse, and illegally dumped waste, to designated processing or disposal sites.
- **Waste recovery and final disposal**, involving the safe disposal of waste materials in compliance with environmental regulations.

This scope specifically excludes domestic cleaning and small-scale cleaning jobs, such as household cleaning, small office and retail store cleaning, vehicle interior cleaning and post-renovation cleaning. Instead, the focus is **on large-scale waste management operations, including illegal dumping remediation, bulk refuse removal, industrial waste management, and bulk street refuse removal**, with an emphasis on effective communication and coordination with stakeholders, authorities, and the public.

Vehicles

Detail of vehicles required for each area of this tender have been provided in Section E.1 of the pricing schedule. Please note that all areas tendered for, must have the amount of required vehicles listed in Section E.1.

Refuse Compactor Trucks with a capacity of **15m³** per vehicle and a restriction of **no more than 5 years old (60 months old) from the date of tender closure** (s**tandard rear-end loader refuse compactor truck**) typically used for **commercial, industrial, or municipal waste collection**.

Tipper Trucks with a capacity of **10m³** or **Open Truck with side rails with 8 ton** capacity per vehicle and a restriction of **not be older than 5 years old (60 months old) from the date of tender closure** (s**tandard rear-end loader refuse compactor truck**) typically used for **commercial, industrial, or municipal waste collection**.

a. For owned vehicles, tenderers **MUST** attach proof of ownership. Tenderers to note that only vehicle registration certificate in the tenderers name will be accepted, tenderers who fail to attach the vehicle registration certificate will not be allocated points for owned vehicles. **Vehicle age will be evaluated as per the "Date of Liability" inscribed on the registration certificate.**

b. For hired / leased vehicles tenderers must submit a signed (By Both Parties) draft lease agreement indicating the following information:

- Vehicle Make, Model, Type and Year of registration (Date of Liability) **must be clearly stated on the corresponding draft lease agreements**
- Quantity
- Duration of the Lease
- Lead time of acquiring vehicles

c. For vehicles to be purchased, Tenderers must submit provisional approval of finance from an authorised financial institution/ credit facility/ funding institutions for all quotations obtained in respect of purchasing of vehicles**. Proof of provisional financing made available by the authorised financial institution/ credit facility/ funding institutions must be sufficient to cover the cost of all the vehicles to be purchased for this specific Tender**. The quotation, together with the proof of available finance, will be used to measure the number of vehicles that the tenderer will be able to purchase.

Tenderers to note that a quotation will **NOT** be accepted in replace of a draft lease agreement and if submitted, the tenderer **WILL** not be allocated points for hired / leased vehicles / Purchased Vehicles. The City of Cape Town reserves the right to request additional vehicle certification documents if necessary.

Detail of vehicles required for each area of this tender have been provided in Section E.1 of the pricing schedule.

TENDERERS TO NOTE THE FOLLOWING:

1) This Tender aligns the number of Drivers required per Area with the number of Vehicles required per Area. The number of Drivers required in each Area are listed under the Pricing Schedule and Tenderers must ensure that they price adequately.

2) Should the Tenderer bid for more than one Area, and be awarded more than one Area, vehicles utilized in one Area cannot be utilized in another Area.

3) A Tenderer that tenders for more than 1 Area must ensure that they have sufficient vehicles and Drivers to cover the needs of both Areas. Tenders to list all vehicles to be utilized under the contract as well as and additional Vehicles in Annexure F.3

4) The City will not accept any Vehicle for use under this Tender that is older than 5 years, therefore Tenders will be awarded no points for any vehicle submitted that is older than 5 years of age.

5) No points will be allocated to Tenderers that do not provide proof of the MINIMUM requirements for the type and capacity of vehicles required per Area.

Tenderers must clearly complete **Annexure F.3**, indicating applicable options for the vehicles.

Note: In the event that vehicles fall in more than one age category, points will be calculated and the sub-totals will be summed to calculate the total functionality points for vehicles. Age of vehicles will be evaluated by the date of liability indicated on the vehicle registration documents.

Scoring of Vehicles :Vehicles will be allocated functionality points as follows:

Total Number of vehicles tendered: A

Number of Vehicle as per Evaluation Area : B

Total Points assigned to an Evaluation Area : C

Calculated points in a Category : D

Formula: (B ÷ A) x C = D

Example:

Total vehicles tendered : 7 (A)

2 x vehicle in Evaluation Area 0 Month to 36 Months : B = 2

Total Points Assigned to an Evaluation Area : C = 40

Calculation : (2 ÷ 7) x 40 = 11.43 (D)

Total vehicles tendered : 7 (A)

5 x vehicle in Evaluation Area 36 Months to 60 Months: B = 5

Total Points Assigned to an Evaluation Area : C = 30

Calculation : (5 ÷ 7) x 30 = 21.43 (D)

Total points allocated = 11.43 + 21.43 = 32.

TABLE 1.

Evaluation Criteria	Evaluation Area	Breakdown of Evaluation Area	Points Allocation	Maximum Points
Previous Relevant Experience	**Company's Relevant Experience:Previous experience in waste management to be listed in Annexure F.1 with contactable references.** • Company's relevant experience in waste management must be listed in Annexure F.1 with contactable references. • Bidders **must** provide relevant company reference letters that are no more than five years old from the date of the tender advertisement. • If the work was completed more than five years ago, companies must obtain documentation dated within the last five years, endorsed by the company where the work took place, to demonstrate prior experience. • Bidders are responsible for verifying their references and ensuring they are contactable, as the CCT will conduct the reference checks. If all contactable references cannot be reached by the CCT, **the bidder will not be scored.**	Less than or Equal to to 2 years with supporting contactable references and relevant company reference letters.	1	**32**
		More than 2 year or equal to 3 years with supporting contactable references and relevant company reference letters.	8	
		More than 3 year or equal to 4 years with supporting contactable references and relevant company reference letters.	16	
		More than 4 year or equal to 5 years with supporting contactable references and relevant company reference letters.	24	
		More than 5 years with supporting contactable references and relevant company reference letters.	32	
	Key Personnel to meet the following: • The Operations Coordinator / Contract Lead / Operations Manager must be employed by the bidder and operational during the contract. • The Operations Coordinator / Contract Lead / Operations Manager to be employed by the Bidder and must be operational during the contract must have managerial/operations experience in waste management or waste management projects with a minimum NQF Level 6 Qualification listed in **Annexure I OR** any NQF Level 7 or above qualification. • Bidders **must** attach an updated detailed CV showing relevant previous experience with contactable references (Annexure F.2). • Bidders are responsible for verifying references and ensuring they are contactable, as the CCT will conduct reference checks. If all contactable references cannot be reached, the **bidder will not be scored**.	No CV attached **OR** CV attached showing less than **2** years relevant experience with required qualification **OR** less than **3** years relevant experience without required qualification	1	**32**
		CV attached showing more than **2** years, but less than or equal to **3** years relevant experience with required qualification **OR** More than **3** years, but less than or equal to **4** years relevant experience without required qualification	8	
		CV attached showing more than **4** years, but less than or equal to **5** years relevant experience with required qualification **OR** More than **5** years, but less than or equal to **8** years relevant experience without required qualification	16	

		CV attached showing more than **5** years, but less than or equal to **6** years relevant experience with required qualification **OR** More than **8** years, but less than or equal to **10** years relevant experience without required qualification	24	
		CV attached showing more than **6** years relevant experience with required qualification **OR** More than **10** years relevant experience without required qualification	32	
Vehicles - Tenderers to refer to Annexure F.3 for optimal scoring on vehicle requirements per Area.	**Vehicle Requirements:** • Tenderers to (Own/Hire/Purchase) the required number of vehicles. • Tenderers to complete Annexure F.3 and attach all required documents with their tender submission. • Where the age of vehicles to be provided differs, the average age of all required listed vehicles will be used for scoring with the formula: sum of age of all vehicles divided by number of vehicles. • Vehicles more than 5 years old (60 months old) from the date of tender closure) **will not be considered** Tenders to note that points allocations for vehicles are not limited to the breakdown of categories provided, as in the event that vehicles fall in more than one age category, points will be calculated and the sub-totals will be summed to calculate the total functionality points for vehicles.	More than 60 months old **OR** No proof submitted	0	**36**
		More than 48 to 60 months old	12	
		More than 24 to 48 months old vehicles	24	
		0 to 24 months old vehicles	36	
Total				**100**

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

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

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

2.2.1.1.5 Provision of samples

Not Applicable

2.2.1.1.6 Waste Management Accreditation

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

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

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

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

2.2.1.1.9 Basic Minimum Wages for Workers

The basic minimum wages must be met for workers as Per Sectorial Determination 1: Contract Cleaning Sector, Department of Labour. Should the minimum wage rate change between the date of advertising the tender and the closure date of the tender, the latest applicable rate must be used as the latest rate will be used as the assessment criteria.

2.2.1.1.10 Basic Minimum Wages for Truck assistants and Drivers

The basic minimum wages for the Team Leaders number of Truck assistants and Heavy Duty Drivers (salaries) must be met as indicated in Section B of the Pricing Schedule (Number of drivers to be derived from the number vehicles to be used for this contract, as determined by the National Bargaining Council for the Road Freight and Logistics Industry (NBCRFLI) at close of tender (Class - as per the categories as defined in Schedule 2 of the Main Collective Agreement).

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

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

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

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

2.2.12.8 By signing the offer part of the Form of Offer (**Section C.2**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.

2.2.12.9 Tenderers shall properly deposit its bid in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic

Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

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

a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;

b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss, without prejudice to the CCT’s other rights and/or remedies available to it in accordance with any applicable laws.

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1. Preference Points for Specific Goals

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof (Company registration certification, Central Supplier Database report, BBBEE certificate, Proof of Disability, Financial Statements,commissioned sworn affidavits, etc.) in support of tenderer claims for such preference for that specific goal.

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

2.2.19.2 Evidence of tax compliance

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

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

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

a) Inspected the Specifications and read and fully understood the Conditions of Contract.
b) Read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.
c) visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
d) requested the CCT to clarify the actual requirements of anything in the Specifications and Price

Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

govern and the tenderer will be asked to revise selected item prices (and their rates if Price Schedules apply) to achieve the tendered total of the prices.

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

2.3.10.1.3 Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and

calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

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

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

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

2.3.10.3.4 Applicable formula:

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

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

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

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

Table B2: Awards above R50 mil (VAT Inclusive)

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

3	***Disability are disabled persons (ownership)**** *WHO disability guideline* *>2% ownership: 1 points* *>0% - 2% ownership: 0.5 point* *0% ownership = 0 point*	1	• Proof of disability	• Medical certificate/ South African Revenue Services disability registration
			• Company Registration Certification	• Issued by the Companies and Intellectual Property Commission
	Reconstruction and Development Programme (RDP) as published in Government Gazette			
4	***Promotion of Micro and Small Enterprises*** *Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996* *SME partnership, sub-contracting, joint venture or consortiums*	3	• B-BBEE status level of contributor;	• Specifically in line with the respective sector codes which the company operates, • South African National Accreditation System approved certificate or commissioned sworn affidavit
			• South African owned enterprises;	• Certificate of incorporation or commissioned sworn affidavit
			• Financial Statement to determine annual turnover	• Latest financial statements (1 Year)
	Total points	10		

**Ownership: main tendering entity*

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may

terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

a) reports of poor governance or unethical behaviour, or both;
b) association with known notorious individuals and family of notorious individuals;
c) poor performance issues, known to the CCT;
d) negative media reports, including negative social media reports;
e) adverse assurance (e.g. due diligence) report outcomes; and
f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.48 of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.

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

2.3.13 Prepare contract documents

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

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

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

2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER NO: 319S/2024/25

TENDER DESCRIPTION: PROVISION OF AREA CLEANING SERVICES IN FORMAL DISADVANTAGED SANDY AREAS

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

THE CONTRACT

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

AND

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

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

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

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor ☐ Close Corporation ☐ Company

☐ Partnership or Joint Venture or Consortium ☐ Trust ☐ Other:

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address (Chosen Domicilium Citandi Et Executandi)	Postal Code _____
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) Telephone :(____) _____ Fax :(____) _____ Cellular Telephone:_____ E-mail address:_____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
CCT Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐Yes ☐No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐Yes ☐No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐Yes ☐No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐Yes ☐No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐Yes ☐No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐Yes ☐No
Other Required registration numbers	

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER NO: 319S/2024/25: PROVISION OF AREA CLEANING SERVICES IN DISADVANTAGED SANDY AREAS

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

The tenderer, identified in the offer signature table below,

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

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

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

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

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

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

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

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

_____
Witness 1 Signature
Name and Surname:

_____
Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	**2**	**3**

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NO: 319S/2024/25: PROVISION OF AREA CLEANING SERVICES IN DISADVANTAGED SANDY AREAS

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

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

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

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

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

Unless indicated otherwise in the Deviation Schedule, this agreement comes into effect on the Commencement Date, being the date uponwhich the Supplier confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including amendments or deviations contained in the *Schedule of Deviations* (if any).

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

_____
Witness 1 Signature
Name and Surname:

_____
Witness 2 Signature
Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NO: 319S/2024/25: PROVISION OF AREA CLEANING SERVICES IN DISADVANTAGED SANDY AREAS

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

Notes:

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

1 Subject . . . . . .

Details . . . . . .

. . . . . .

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. . . . . .

2 Subject . . . . . .

Details . . . . . .

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3 Subject . . . . . .

Details . . . . . .

. . . . . .

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. . . . . .

4 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

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

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

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NO: 319S/2024/25: PROVISION OF AREA CLEANING SERVICES IN DISADVANTAGED SANDY AREAS

C.2.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the *Schedule of Deviations* (if any) on:

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s) . . . . . .

Name(s) . . . . . .

Capacity . . . . . .

Signature and name of witness:

Signature . . . . . Name . . . . . .

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

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

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

I, ……..……..……, representing

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

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

COID ACT Registration Number: ……..

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

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

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

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

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

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

_____ _____
Witness **Mandatary**

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

_____ _____
Witness for and on behalf of
CCT

C.4 PRICE SCHEDULE

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

Pricing Instructions:

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

4.2 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.

4.3 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.

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

4.5 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.

4.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word “included” or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**

4.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in Schedule F.1.

4.8 The City will test the values and other data provided against key component costs, in which regard it will be entitled to use minimum legislative requirements and standards of current Road Freight Industry and City’s Disposal tariffs (General Waste) in respect of those costs to evaluate the viability of the tender. Any increases will be adjusted in accordance with the Sectorial determinations and CCT disposal tariff policy.

4.9 The City reserves the right to clarify incorrect calculations, where the total monthly cost for the individual items per section of the pricing schedule has been added incorrectly. The clarified amount will be used for evaluation and award purposes. (**Refer to clause 2.3.8)**

4.10 Tenderers are required to price for all Sections and items listed under a particular area that they are tendering for, to be considered responsive.

4.11 Tenderers will be expected to obtain Disposal coupons at any CCT landfill sites for disposal of waste. The rates for disposal is determined by the CCT on an annual basis in terms of the Solid Waste Management Tariff Policy (R 691.48) Ex.VAT. Pricing of tenderer disposal rates must be in accordance with the current CCT determined disposal rate for general household waste as per the Solid Waste Management Tariff Policy. Tenderers may not use private Disposal facilities.

INITIALS OF CCT OFFICIALS		
1	2	3

Cluster:	Area North 1		
Number of Workers (Monday -Thursday)	65	**Number of Team Leaders (Monday - Thursday)**	8
Number of Workers (Friday -Sunday)	70	**Number of Team Leaders (Friday -Sunday)**	8
TOTAL	**135**	**TOTAL**	**16**

SECTION A:

BREAKDOWN OF MONTHLY COSTS: ALL COSTS TO BE EXCLUSIVE OF VAT: AREA NORTH 1

SALARY OF Operations Coordinator / Contract Lead / Operations Manager:

DESIGNATION	MONTHLY SALARY (EXCL. VAT)
Operations Coordinator / Contract Lead / Operations Manager	R

SECTION B.1 – MONDAY TO THURSDAY

STAFF MONTHLY SALARIES OF DRIVERS, WORKERS AND TEAM LEADERS: AREA NORTH 1

DESCRIPTION	UNIT	QTY (A)	RATE PER UNIT (EXCL.VAT) (B)	TOTAL RATE (EXCL. VAT) (A x B)
GENERAL STAFF:				
Workers' Salaries	Per worker	65	R	R
Basic minimum salary as per the Basic Minimum Wage Determination for the Cleaning Sector +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)				
Team Leader(s) Salaries	Per Team Leader	8	R	R
Basic minimum salary for Team Leadery duties +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)				

DESCRIPTION	UNIT	QTY (A)	RATE PER UNIT (EXCL.VAT) (B)	TOTAL RATE (EXCL. VAT) (A x B)
VEHICLE STAFF:				
10m3 Tipper / 8 Ton Open Truck Driver's Salary(ies):				
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry +15% for Leave, Public Holidays as per Basic Conditions of Employment Act	Per Driver	2	R	R
15m3 Refuse Compactor Driver's Salary(ies):				
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry +15% for Leave, Public Holidays as per Basic Conditions of Employment Act	Per Driver	2	R	R
Refuse Compactor Truck Assistant Salary(ies):				
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry +15% for Leave, Public Holidays as per Basic Conditions of Employment Act	Per worker	8	R	R
TOTAL MONTHLY COST FOR MONDAY TO THURSDAY STAFF DRIVERS, WORKERS AND TEAM LEADERS				

SECTION B.2 – FRIDAY TO SUNDAY

STAFF MONTHLY SALARIES OF DRIVERS, WORKERS AND TEAM LEADERS: AREA NORTH 1

DESCRIPTION	UNIT	QTY (A)	RATE PER UNIT (EXCL.VAT) (B)	TOTAL RATE (EXCL. VAT) (A x B)
GENERAL STAFF:				
Workers' Salaries	Per worker	70	R 5	R 1150
Basic minimum salary as per the Basic Minimum Wage Determination for the Cleaning Sector +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)				
Team Leader(s) Salaries	Per Team Leader	8	R 10	R 220
Basic minimum salary for Team Leadery duties +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)				
DESCRIPTION	**UNIT**	**QTY (A)**	**RATE PER UNIT (EXCL.VAT) (B)**	**TOTAL RATE (EXCL. VAT) (A x B)**
VEHICLE STAFF:				
10m3 Tipper / 8 Ton Open Truck Driver's Salary(ies):	Per Driver	2	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
15m3 Refuse Compactor Driver's Salary(ies):	Per Driver	2	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
Refuse Compactor Truck Assistant Salary(ies):	Per worker	8	R	R

Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
TOTAL MONTHLY COST FOR <u>FRIDAY TO SUNDAY</u> STAFF DRIVERS, WORKERS AND TEAM LEADERS				

<u>WORKING SCHEDULE: AREA NORTH 1</u>

Schedule	**Monday to Thursday**		**Friday to Sunday**	
AREAS	**WORKERS REQUIRED**	**TEAM LEADERS REQUIRED**	**WORKERS REQUIRED**	**TEAM LEADERS REQUIRED**
ATLANTIS	10	1	10	1
PELLA	5	1	5	1
WITSANDS	5	1	5	1
MAMRE	10	1	10	1
DUNOON	10	1	15	1
PHOENIX	5	1	5	1
JOE SLOVO	10	1	10	1
LANGA	10	1	10	1
TOTALS	**65**	**8**	**70**	**8**

SECTION C:

Protective Clothing Schedule: AREA NORTH 1

DESCRIPTION OF ITEM	QUANTITY PER ANNUM (A)	COST PER UNIT / ITEM (EXCL.VAT) (B)	TOTAL COST PER ANNUM (EXCL.VAT) (A X B)
Overall (Minimum 2 per worker, 2 per Team Leader and 2 per Driver) + 10% provision for staff replacements per annum)	**350**		
Heavy duty gloves (1 pair per worker, 1 pair per Team Leader and 1 per driver per week) + 10% provision for staff replacements per annum)	**1993**		
Branded Reflective Bibs (Minimum 1 per worker, 1 per Team Leader and 1 per driver + 10% provision for staff replacements per annum)	**175**		
Safety Shoes (Minimum 2 pair per worker, 2 per Team Leader and 2 pair per driver + 10% provision for staff replacements per annum)	**350**		
Gum Boots (1 pair per worker 1 pair, 1 per Team Leader and 1 per driver) + 10% provision for staff replacements per annum)	**166**		
Rain Suits (Minimum 1 per worker, 1 per Team Leader and 1 per driver) + 10% provision for staff replacements per annum)	**175**		
TOTAL COST PER ANNUM FOR ALL PPE			
TOTAL MONTHLY COSTS (Excl.VAT) = ***(Total Cost Per Annum divided by 12) (To be carried down and inserted in Section E)***			

SECTION D:

Tools and Equipment Schedule: Area North 1

NOTE: This Schedule must be completed in full.

The following tools and equipment listed below should be made available for this contract. **(Per Annum)**

DESCRIPTION OF ITEM	QUANTITY	COST IN RAND
Flat Spade (Provide 50% of the total number of workers + 10% provision for theft and breakages)	**81**	R
Hard Bristle Broom (Provide 50% of the total number of workers + 10% provision for theft and breakages)	**81**	R
Metal Rakes (Provide 50% of the total number of workers + 10% provision for theft and breakages)	**81**	R
TOTAL PER ANNUM		R
COST PER MONTH ***(Total Cost Per Annum divided by 12 months)*** **(To be inserted in Pricing Schedule**)		R

SECTION E.1:

VEHICLE RELATED OPERATIONAL COSTS: AREA NORTH 1

No	Vehicle Type	Mark applicable with X			Monthly Financing (Including Hire/lease if applicable) (A)	Monthly Operational Charges (Including Operations, Maintenance, Insurance, Fuel and Licencing) (B)	Total Cost Per Month (Excl.VAT) (C) (A + B = C)
		Own	Purchase	Hire/Lease			
15M3 Refuse Compactor (Description)							
1					R	R	R
2					R	R	R
10M3 Tipper/ 8 Ton Open Truck with side rails (Description)							
1					R	R	R
2					R	R	R
TOTAL MONTHLY VEHICLE RELATED COSTS (To be inserted in Section E.2)							R

SECTION E.2:

NON-SALARIED RELATED OPERATIONAL COSTS: AREA NORTH 1

DESCRIPTION	AMOUNT PER MONTH (EXCL.VAT)
OPERATIONAL COSTS EXCLUDING SALARIES AND OVERTIME COSTS	
Transport for the Owner/Operations Coordinator: Provision of transport and associated fuel and maintenance cost	
Monthly Vehicle Costs: Provision of running costs for vehicles (Including Maintenance, Insurance and Licencing) ***(Carried down from Section E.1)*** Details of the vehicles are also provided on **Section E.1.**	
Transport of Refuse (Fuel): Transport cost of taking waste to landfill site – Suitable provision must be made to remove a minimum of 2 loads of refuse a day per vehicle to landfill site. Details of the vehicles are provided on **SECTION E.1.**	
Total Transport Costs	
Tools & Equipment (As specified in Section D)	
Protective Clothing (As required in terms of the Occupational Health & Safety Act. All staff must also be provided with uniforms to ensure easy identification) (As per Section C)	
Administration Costs	
TOTAL MONTHLY OPERATIONAL COSTS PER MONTH, EXCLUDING SALARIES *(To be carried down and inserted in Section F*)	

SECTION F:

TOTAL MONTHLY CONTRACT COSTS: AREA NORTH 1

DESCRIPTION	AMOUNT PER MONTH (EXCL.VAT)
SECTION A: Operations Coordinator / Contract Lead / Operations Manager Monthly Salary	
SECTION B.1 + B.2: Monthly Salaries of (Workers, Drivers and Team Leaders)	
SECTION E.2 : Total Non-Salaried Related Operational Monthly Costs to be carried down	
TOTAL MONTHLY CONTRACT COSTS:	

Disposal Tariff (Actual costs to be reimbursed to Contractor)	
General Waste per ton	R 691.48

Adhoc / Additional Workers as a result of area growth:

Pricing per **worker,** should the area concerned be increased or additional suburbs are added within the contracted boundary during contract, will be calculated as follows:

The worker salary as indicated in **Section B.1** and **B.2** of the Pricing Schedule, as well as a proportional cost of **Section E.2** (Tools and Equipment, Protective Clothing and Administrative Costs**)** divided by the sum of the number of workers and Team Leaders.

The Team Leader salary as indicated in **Section B.1** and **B.2** of the Pricing Schedule, as well as a proportional cost of **Section E.2** (Tools and Equipment, Protective Clothing and Administrative Costs**)** divided by the sum of the number of workers and Team Leaders.

Cluster:	Area North 2		
Number of Workers (Monday -Thursday)	45	Number of Team Leaders (Monday - Thursday)	5
Number of Workers (Friday -Sunday)	45	Number of Team Leaders (Friday -Sunday)	5
TOTAL	90	TOTAL	10

SECTION A:

BREAKDOWN OF MONTHLY COSTS: ALL COSTS TO BE EXCLUSIVE OF VAT: AREA NORTH 2

SALARY OF OPERATIONS COORDINATOR / CONTRACT LEAD / OPERATIONS MANAGER:

DESIGNATION	MONTHLY SALARY (EXCL. VAT)
Operations Coordinator / Contract Lead / Operations Manager	R

SECTION B.1 – MONDAY TO THURSDAY

STAFF MONTHLY SALARIES OF DRIVERS, WORKERS AND TEAM LEADERS: AREA NORTH 2

DESCRIPTION	UNIT	QTY (A)	RATE PER UNIT (EXCL.VAT) (B)	TOTAL RATE (EXCL. VAT) (A x B)
GENERAL STAFF:				
Workers' Salaries				
Basic minimum salary as per the Basic Minimum Wage Determination for the Cleaning Sector +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)	Per worker	45	R	R

Team Leader(s) Salaries Basic minimum salary for Team Leadery duties +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)	Per Team Leader	5	R	R
DESCRIPTION **VEHICLE STAFF:**	**UNIT**	**QTY (A)**	**RATE PER UNIT (EXCL.VAT) (B)**	**TOTAL RATE (EXCL. VAT) (A x B)**
10m3 Tipper / 8 Ton Open Truck Driver's Salary(ies): Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act	Per Driver	2	R	R
15m3 Refuse Compactor Driver's Salary(ies): Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act	Per Driver	2	R	R
Refuse Compactor Truck Assistant Salary(ies): Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act	Per worker	8	R	R
TOTAL MONTHLY COST FOR MONDAY TO THURSDAY STAFF DRIVERS, WORKERS AND TEAM LEADERS				

SECTION B.2 – FRIDAY TO SUNDAY

STAFF MONTHLY SALARIES OF DRIVERS, WORKERS AND TEAM LEADERS: AREA NORTH 2

DESCRIPTION	UNIT	QTY (A)	RATE PER UNIT (EXCL.VAT) (B)	TOTAL RATE (EXCL. VAT) (A x B)
GENERAL STAFF:				
Workers' Salaries	Per worker	45	R	R
Basic minimum salary as per the Basic Minimum Wage Determination for the Cleaning Sector +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)				
Team Leader(s) Salaries	Per Team Leader	5	R	R
Basic minimum salary for Team Leadery duties +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)				
DESCRIPTION	**UNIT**	**QTY (A)**	**RATE PER UNIT (EXCL.VAT) (B)**	**TOTAL RATE (EXCL. VAT) (A x B)**
VEHICLE STAFF:				
10m3 Tipper / 8 Ton Open Truck Driver's Salary(ies):	Per Driver	2	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
Refuse Compactor Driver's Salary(ies):	Per Driver	2	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
Refuse Compactor Truck Assistant Salary(ies):	Per worker	8	R	R

Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
TOTAL MONTHLY COST FOR <u>FRIDAY TO SUNDAY</u> STAFF DRIVERS, WORKERS AND TEAM LEADERS				

<u>WORKING SCHEDULE: AREA NORTH 2</u>

Schedule	**Monday to Thursday**		**Friday to Sunday**	
AREAS	**WORKERS REQUIRED**	**TEAM LEADERS REQUIRED**	**WORKERS REQUIRED**	**TEAM LEADERS REQUIRED**
BLOEKOMBOS	10	1	10	1
WALLACEDENE	10	1	10	1
EIKENDAL	5	1	5	1
SCOTTSDENE	10	1	10	1
SCOTTSVILLE	10	1	10	1
TOTALS	**45**	**5**	**45**	**5**

SECTION C:

Protective Clothing Schedule: AREA NORTH 2

DESCRIPTION OF ITEM	QUANTITY PER ANNUM	COST PER UNIT / ITEM (EXCL.VAT)	TOTAL COST PER ITEM PER ANNUM (EXCL.VAT)
Overall (Minimum 2 per worker, 2 per Team Leader and 2 per Driver) + 10% provision for staff replacements per annum)	**273**		
Heavy duty gloves (1 pair per worker, 1 pair per Team Leader and 1 per driver per week) + 10% provision for staff replacements per annum)	**3062**		
Branded Reflective Bibs (Minimum 1 per worker, 1 per Team Leader and 1 per driver + 10% provision for staff replacements per annum)	**136**		
Safety Shoes (Minimum 2 pair per worker, 2 per Team Leader and 2 pair per driver + 10% provision for staff replacements per annum)	**273**		
Gum Boots (1 pair per worker 1 pair, 1 per Team Leader and 1 per driver) + 10% provision for staff replacements per annum)	**128**		
Rain Suits (Minimum 1 per worker, 1 per Team Leader and 1 per driver) + 10% provision for staff replacements per annum)	**136**		
TOTAL COST PER ANNUM FOR ALL PPE			
TOTAL MONTHLY COSTS (Excl.VAT) = ***(Total Cost Per Annum divided by 12) (To be carried down and inserted in Section E)***			

SECTION D:

Tools and Equipment Schedule: Area North 2

NOTE: This Schedule must be completed in full.
The following tools and equipment listed below should be made available for this contract. **(Per Annum)**

DESCRIPTION OF ITEM	QUANTITY	COST IN RAND
Flat Spade (Provide 50% of the total number of workers + 10% provision for theft and breakages)	**54**	R
Hard Bristle Broom (Provide 50% of the total number of workers + 10% provision for theft and breakages)	**54**	R
Metal Rakes (Provide 50% of the total number of workers + 10% provision for theft and breakages)	**54**	R
TOTAL PER ANNUM		R
COST PER MONTH ***(Total Cost Per Annum divided by 12 months)*** **(To be inserted in Pricing Schedule**)		R

SECTION E.1:

VEHICLE RELATED OPERATIONAL COSTS: AREA NORTH 2

No	Vehicle Type	Mark applicable with X			Monthly Financing (Including Hire/lease if applicable) (A)	Monthly Operational Charges (Including Operations, Maintenance, Insurance, Fuel and Licencing) (B)	Total Cost Per Month (Excl.VAT) (C) (A + B = C)
		Own	Purchase	Hire/Lease			
15M3 Refuse Compactor (Description)							
1					R	R	R
2					R	R	R
10M3 Tipper/ 8 Ton Open Truck with side rails (Description)							
1					R	R	R
2					R	R	R
TOTAL MONTHLY VEHICLE RELATED COSTS (To be inserted in Section E.2)							R

SECTION E.2:

NON-SALARIED RELATED OPERATIONAL COSTS: AREA NORTH 2

DESCRIPTION OPERATIONAL COSTS EXCLUDING SALARIES AND OVERTIME COSTS	AMOUNT PER MONTH (EXCL.VAT)
Transport for the Owner/Operations Coordinator: Provision of transport and associated fuel and maintenance cost	
Monthly Vehicle Costs: Provision of running costs for vehicles (Including Maintenance, Insurance and Licencing) ***(Carried down from Section E.1)*** Details of the vehicles are also provided on **Section E.1.**	
Transport of Refuse (Fuel): Transport cost of taking waste to landfill site – Suitable provision must be made to remove a minimum of 2 loads of refuse a day per vehicle to landfill site. Details of the vehicles are provided on **SECTION E.1.**	
Total Transport Costs	
Tools & Equipment (As specified in Section D)	
Protective Clothing (As required in terms of the Occupational Health & Safety Act. All staff must also be provided with uniforms to ensure easy identification) (As per Section C)	
Administration Costs	
TOTAL MONTHLY OPERATIONAL COSTS PER MONTH, EXCLUDING SALARIES *(To be carried down and inserted in Section F*)	

SECTION F:

TOTAL MONTHLY CONTRACT COSTS: AREA NORTH 2

DESCRIPTION	AMOUNT PER MONTH (EXCL.VAT)
SECTION A: Operations Coordinator / Contract Lead / Operations Manager Monthly Salary	
SECTION B.1 + B.2: Monthly Salaries of (Workers, Drivers and Team Leaders)	
SECTION E.2: Total Non-Salaried Related Operational Monthly Costs to be carried down	
TOTAL MONTHLY CONTRACT COSTS:	

For information purposes only:

Disposal Tariff (Actual costs to be reimbursed to Contractor)	
General Waste per ton	R 691.48

Adhoc / Additional Workers as a result of area growth:

Pricing per **worker,** should the area concerned be increased or additional suburbs are added within the contracted boundary during contract, will be calculated as follows:

The worker salary as indicated in **Section B.1** and **B.2** of the Pricing Schedule, as well as a proportional cost of **Section E.2** (Tools and Equipment, Protective Clothing and Administrative Costs**)** divided by the sum of the number of workers and Team Leaders.

The Team Leader salary as indicated in **Section B.1** and **B.2** of the Pricing Schedule, as well as a proportional cost of **Section E.2** (Tools and Equipment, Protective Clothing and Administrative Costs**)** divided by the sum of the number of workers and Team Leaders.

Cluster:	Area Central 1		
Number of Workers (Monday -Thursday)	100	**Number of Team Leaders (Monday - Thursday)**	10
Number of Workers (Friday -Sunday)	100	**Number of Team Leaders (Friday -Sunday)**	10
TOTAL	**200**	**TOTAL**	**20**

SECTION A:

BREAKDOWN OF MONTHLY COSTS: ALL COSTS TO BE EXCLUSIVE OF VAT: AREA CENTRAL 1

SALARY OF OPERATIONS COORDINATOR / CONTRACT LEAD / OPERATIONS MANAGER:

DESIGNATION	MONTHLY SALARY (EXCL. VAT)
Operations Coordinator / Contract Lead / Operations Manager	R

SECTION B.1 – MONDAY TO THURSDAY

STAFF MONTHLY SALARIES OF DRIVERS, WORKERS AND TEAM LEADERS: AREA CENTRAL 1

DESCRIPTION	UNIT	QTY (A)	RATE PER UNIT (EXCL.VAT) (B)	TOTAL RATE (EXCL. VAT) (A x B)
GENERAL STAFF:				
Workers' Salaries	Per worker	100	R	R
Basic minimum salary as per the Basic Minimum Wage Determination for the Cleaning Sector +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)				
Team Leader(s) Salaries	Per Team Leader	10	R	R
Basic minimum salary for Team Leadery duties +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)				

DESCRIPTION	UNIT	QTY (A)	RATE PER UNIT (EXCL.VAT) (B)	TOTAL RATE (EXCL. VAT) (A x B)
VEHICLE STAFF:				
10m3 Tipper / 8 Ton Open Truck Driver's Salary(ies):	Per Driver	2	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
15m3 Refuse Compactor Driver's Salary(ies):	Per Driver	1	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
Refuse Compactor Truck Assistant Salary(ies):	Per worker	8	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
TOTAL MONTHLY COST FOR MONDAY TO THURSDAY STAFF DRIVERS, WORKERS AND TEAM LEADERS				

SECTION B.2 – FRIDAY TO SUNDAY

STAFF MONTHLY SALARIES OF DRIVERS, WORKERS AND TEAM LEADERS: AREA CENTRAL 1

DESCRIPTION	UNIT	QTY (A)	RATE PER UNIT (EXCL.VAT) (B)	TOTAL RATE (EXCL. VAT) (A x B)
GENERAL STAFF:				
Workers' Salaries	Per worker	100	R	R
Basic minimum salary as per the Basic Minimum Wage Determination for the Cleaning Sector +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)				
Team Leader(s) Salaries	Per Team Leader	10	R	R
Basic minimum salary for Team Leadery duties +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)				
DESCRIPTION	**UNIT**	**QTY (A)**	**RATE PER UNIT (EXCL.VAT) (B)**	**TOTAL RATE (EXCL. VAT) (A x B)**
VEHICLE STAFF:				
10m3 Tipper / 8 Ton Open Truck Driver's Salary(ies):	Per Driver	2	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
15m3 Refuse Compactor Driver's Salary(ies):	Per Driver	1	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
Refuse Compactor Truck Assistant Salary(ies):	Per worker	8	R	R

Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (General Worker) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
TOTAL MONTHLY COST FOR <u>FRIDAY TO SUNDAY</u> STAFF DRIVERS, WORKERS AND TEAM LEADERS				

<u>WORKING SCHEDULE: AREA CENTRAL 1</u>

Schedule	**Monday to Thursday**		**Friday to Sunday**	
AREAS	**WORKERS REQUIRED**	**TEAM LEADERS REQUIRED**	**WORKERS REQUIRED**	**TEAM LEADERS REQUIRED**
BONTEHEUWEL	10	1	10	1
BISHOP LAVIS	10	1	10	1
KALKSTEENFONTEIN	10	1	10	1
VALHALLA PARK	10	1	10	1
ELSIES RIVER	10	1	10	1
AVONDALE/LEONSDALE	10	1	10	1
EUREKA ESTATE	10	1	10	1
FLORIDA	10	1	10	1
UITSIG	10	1	10	1
RAVENSMEAD	10	1	10	1
TOTALS	**100**	**10**	**100**	**10**

SECTION C:

Protective Clothing Schedule: AREA CENTRAL 1

DESCRIPTION OF ITEM	QUANTITY PER ANNUM	COST PER UNIT / ITEM (EXCL.VAT)	TOTAL COST PER ITEM PER ANNUM (EXCL.VAT)
Overall (Minimum 2 per worker, 2 per Team Leader and 2 per Driver) + 10% provision for staff replacements per annum)	**532**		
Heavy duty gloves (1 pair per worker, 1 pair per Team Leader and 1 per driver per week) + 10% provision for staff replacements per annum)	**3115**		
Branded Reflective Bibs (Minimum 1 per worker, 1 per Team Leader and 1 per driver + 10% provision for staff replacements per annum)	**266**		
Safety Shoes (Minimum 2 pair per worker, 2 per Team Leader and 2 pair per driver + 10% provision for staff replacements per annum)	**532**		
Gum Boots (1 pair per worker 1 pair, 1 per Team Leader and 1 per driver) + 10% provision for staff replacements per annum)	**260**		
Rain Suits (Minimum 1 per worker, 1 per Team Leader and 1 per driver) + 10% provision for staff replacements per annum)	**266**		
TOTAL COST PER ANNUM FOR ALL PPE			
TOTAL MONTHLY COSTS (Excl.VAT) = ***(Total Cost Per Annum divided by 12) (To be carried down and inserted in Section E)***			

SECTION D:

Tools and Equipment Schedule: AREA CENTRAL 1

NOTE: This Schedule must be completed in full.
The following tools and equipment listed below should be made available for this contract. **(Per Annum)**

DESCRIPTION OF ITEM	QUANTITY	COST IN RAND
Flat Spade (Provide 50% of the total number of workers + 10% provision for theft and breakages)	110	R
Hard Bristle Broom (Provide 50% of the total number of workers + 10% provision for theft and breakages)	110	R
Metal Rakes (Provide 50% of the total number of workers + 10% provision for theft and breakages)	110	R
TOTAL PER ANNUM		R
COST PER MONTH ***(Total Cost Per Annum divided by 12 months)*** **(To be inserted in Pricing Schedule**)		R

SECTION E.1:

VEHICLE RELATED OPERATIONAL COSTS: AREA CENTRAL 1

No	Vehicle Type	Mark applicable with X			Monthly Financing (Including Hire/lease if applicable) (A)	Monthly Operational Charges (Including Operations, Maintenance, Insurance, Fuel and Licencing) (B)	Total Cost Per Month (Excl.VAT) (C) (A + B = C)
		Own	Purchase	Hire/Lease			
15M3 Refuse Compactor (Description)							
1					R	R	R
2					R	R	R
10M3 Tipper/ 8 Ton Open Truck with side rails (Description)							
1					R	R	R
2					R	R	R
TOTAL MONTHLY VEHICLE RELATED COSTS (To be inserted in Section E.2)							R

SECTION E.2:

NON-SALARIED RELATED OPERATIONAL COSTS: AREA CENTRAL 1

DESCRIPTION OPERATIONAL COSTS EXCLUDING SALARIES AND OVERTIME COSTS	AMOUNT PER MONTH (EXCL.VAT)
Transport for the Owner/Operations Coordinator: Provision of transport and associated fuel and maintenance cost	
Monthly Vehicle Costs: Provision of running costs for vehicles (Including Maintenance, Insurance and Licencing) ***(Carried down from Section E.1)*** Details of the vehicles are also provided on **Section E.1.**	
Transport of Refuse (Fuel): Transport cost of taking waste to landfill site – Suitable provision must be made to remove a minimum of 2 loads of refuse a day per vehicle to landfill site. Details of the vehicles are provided on **SECTION E.1.**	
Total Transport Costs	
Tools & Equipment (As specified in Section D)	
Protective Clothing (As required in terms of the Occupational Health & Safety Act. All staff must also be provided with uniforms to ensure easy identification) (As per Section C)	
Administration Costs	
TOTAL MONTHLY OPERATIONAL COSTS PER MONTH, EXCLUDING SALARIES *(To be carried down and inserted in Section F*)	

SECTION F:

TOTAL MONTHLY CONTRACT COSTS: AREA CENTRAL 1

DESCRIPTION	AMOUNT PER MONTH (EXCL.VAT)
SECTION A: Operations Coordinator / Contract Lead / Operations Manager Monthly Salary	
SECTION B.1 + B.2: Monthly Salaries of (Workers, Drivers and Team Leaders)	
SECTION E.2: Total Non-Salaried Related Operational Monthly Costs to be carried down	
TOTAL MONTHLY CONTRACT COSTS:	

Disposal Tariff (Actual costs to be reimbursed to Contractor)	
General Waste per ton	R 691.48

Adhoc / Additional Workers as a result of area growth:

Pricing per **worker,** should the area concerned be increased or additional suburbs are added within the contracted boundary during contract, will be calculated as follows:

The worker salary as indicated in **Section B.1** and **B.2** of the Pricing Schedule, as well as a proportional cost of **Section E.2** (Tools and Equipment, Protective Clothing and Administrative Costs**)** divided by the sum of the number of workers and Team Leaders.

The Team Leader salary as indicated in **Section B.1** and **B.2** of the Pricing Schedule, as well as a proportional cost of **Section E.2** (Tools and Equipment, Protective Clothing and Administrative Costs**)** divided by the sum of the number of workers and Team Leaders.

Cluster:	Area Central 2		
Number of Workers (Monday-Thursday)	110	Number of Team Leaders (Monday-Thursday)	11
Number of Workers (Friday-Sunday)	110	Number of Team Leaders (Friday-Sunday)	11
TOTAL	220	TOTAL	22

SECTION A:

BREAKDOWN OF MONTHLY COSTS: ALL COSTS TO BE EXCLUSIVE OF VAT: AREA CENTRAL 2

SALARY OF OPERATIONS COORDINATOR / CONTRACT LEAD / OPERATIONS MANAGER:

DESIGNATION	MONTHLY SALARY (EXCL. VAT)
Operations Coordinator / Contract Lead / Operations Manager	R

SECTION B.1 – MONDAY TO THURSDAY

STAFF MONTHLY SALARIES OF DRIVERS, WORKERS AND TEAM LEADERS: AREA CENTRAL 2

DESCRIPTION	UNIT	QTY (A)	RATE PER UNIT (EXCL.VAT) (B)	TOTAL RATE (EXCL. VAT) (A x B)
GENERAL STAFF:				
Workers' Salaries				
Basic minimum salary as per the Basic Minimum Wage Determination for the Cleaning Sector +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)	Per worker	110	R	R
Team Leader(s) Salaries		11	R	R

Basic minimum salary for Team Leadery duties +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)	Per Team Leader			
DESCRIPTION	**UNIT**	**QTY (A)**	**RATE PER UNIT (EXCL.VAT) (B)**	**TOTAL RATE (EXCL. VAT) (A x B)**
VEHICLE STAFF:				
10m3 Tipper/ 8 Ton Open Truck Driver's Salary(ies):				
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act	Per Driver	3	R	R
15m3 Refuse Compactor Driver's Salary(ies):				
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act	Per Driver	3	R	R
Refuse Compactor Truck Assistant Salary(ies):				
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (General Worker) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act	Per worker	12	R	R
TOTAL MONTHLY COST FOR MONDAY TO THURSDAY STAFF DRIVERS, WORKERS AND TEAM LEADERS				

SECTION B.2 – FRIDAY TO SUNDAY

STAFF MONTHLY SALARIES OF DRIVERS, WORKERS AND TEAM LEADERS: AREA CENTRAL 2

DESCRIPTION	UNIT	QTY (A)	RATE PER UNIT (EXCL.VAT) (B)	TOTAL RATE (EXCL. VAT) (A x B)
GENERAL STAFF:				
Workers' Salaries	Per worker		R	R
Basic minimum salary as per the Basic Minimum Wage Determination for the Cleaning Sector +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)				
Team Leader(s) Salaries	Per Team Leader		R	R
Basic minimum salary for Team Leadery duties +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)				
DESCRIPTION	**UNIT**	**QTY (A)**	**RATE PER UNIT (EXCL.VAT) (B)**	**TOTAL RATE (EXCL. VAT) (A x B)**
VEHICLE STAFF:				
10m3 Tipper / 8 Ton Open Truck Driver's Salary(ies):	Per Driver	3	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
Refuse Compactor Driver's Salary(ies):	Per Driver	3	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
Refuse Compactor Truck Assistant Salary(ies):	Per worker	12	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road				

Freight and Logistics Industry (General Worker) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
TOTAL MONTHLY COST FOR <u>FRIDAY TO SUNDAY</u> STAFF DRIVERS, WORKERS AND TEAM LEADERS				

<u>WORKING SCHEDULE: AREA CENTRAL 2</u>

Schedule	**Monday to Thursday**		**Friday to Sunday**	
AREAS	**WORKERS REQUIRED**	**TEAM LEADERS REQUIRED**	**WORKERS REQUIRED**	**TEAM LEADERS REQUIRED**
HEIDEVELD	10	1	10	1
THAMBO VILLAGE	10	1	10	1
MANENBERG	10	1	10	1
HANOVER PARK	10	1	10	1
BELHAR	10	1	10	1
SUBURBAN/DELFT	10	1	10	1
EINDHOVEN/DELFT	10	1	10	1
LEIDEN/DELFT	10	1	10	1
VOORBRUG/DELFT	10	1	10	1
ROOSENDAL/DELFT	10	1	10	1
THE HAUGE/DELFT	10	1	10	1
TOTALS	**110**	**11**	**110**	**11**

SECTION C:

Protective Clothing Schedule: AREA CENTRAL 2

DESCRIPTION OF ITEM	QUANTITY PER ANNUM	COST PER UNIT / ITEM (EXCL.VAT)	TOTAL COST PER ITEM PER ANNUM (EXCL.VAT)
Overall (Minimum 2 per worker, 2 per Team Leader and 2 per Driver) + 10% provision for staff replacements per annum)	**612**		
Heavy duty gloves (1 pair per worker, 1 pair per Team Leader and 1 per driver per week) + 10% provision for staff replacements per annum)	**3511**		
Branded Reflective Bibs (Minimum 1 per worker, 1 per Team Leader and 1 per driver + 10% provision for staff replacements per annum)	**306**		
Safety Shoes (Minimum 2 pair per worker, 2 per Team Leader and 2 pair per driver + 10% provision for staff replacements per annum)	**612**		
Gum Boots (1 pair per worker 1 pair, 1 per Team Leader and 1 per driver) + 10% provision for staff replacements per annum)	**293**		
Rain Suits (Minimum 1 per worker, 1 per Team Leader and 1 per driver) + 10% provision for staff replacements per annum)	**306**		
TOTAL COST PER ANNUM FOR ALL PPE			
TOTAL MONTHLY COSTS (Excl.VAT) = ***(Total Cost Per Annum divided by 12) (To be carried down and inserted in Section E)***			

SECTION D:

Tools and Equipment Schedule: AREA CENTRAL 2

NOTE: This Schedule must be completed in full.

The following tools and equipment listed below should be made available for this contract. **(Per Annum)**

DESCRIPTION OF ITEM	QUANTITY	COST IN RAND
Flat Spade (Provide 50% of the total number of workers + 10% provision for theft and breakages)	**121**	R
Hard Bristle Broom (Provide 50% of the total number of workers + 10% provision for theft and breakages)	**121**	R
Metal Rakes (Provide 50% of the total number of workers + 10% provision for theft and breakages)	**121**	R
TOTAL PER ANNUM		R
COST PER MONTH ***(Total Cost Per Annum divided by 12 months)*** **(To be inserted in Pricing Schedule**)		R

SECTION E.1:

VEHICLE RELATED OPERATIONAL COSTS: AREA CENTRAL 2

No	Vehicle Type	Mark applicable with X			Monthly Financing (Including Hire/lease if applicable) (A)	Monthly Operational Charges (Including Operations, Maintenance, Insurance, Fuel and Licencing) (B)	Total Cost Per Month (Excl.VAT) (C) (A + B = C)
		Own	Purchase	Hire/Lease			
15M3 Refuse Compactor (Description)							
1					R	R	R
2					R	R	R
3							
10M3 Tipper/ 8 Ton Open Truck with side rails (Description)							
1					R	R	R
2					R	R	R
3					R	R	R
TOTAL MONTHLY VEHICLE RELATED COSTS (To be inserted in Section E.2)							R

SECTION E.2:

NON-SALARIED RELATED OPERATIONAL COSTS: AREA CENTRAL 2

DESCRIPTION OPERATIONAL COSTS EXCLUDING SALARIES AND OVERTIME COSTS	AMOUNT PER MONTH (EXCL.VAT)
Transport for the Owner/Operations Coordinator: Provision of transport and associated fuel and maintenance cost	
Monthly Vehicle Costs: Provision of running costs for vehicles (Including Maintenance, Insurance and Licencing) ***(Carried down from Section E.1)*** Details of the vehicles are also provided on **Section E.1.**	
Transport of Refuse (Fuel): Transport cost of taking waste to landfill site – Suitable provision must be made to remove a minimum of 2 loads of refuse a day per vehicle to landfill site. Details of the vehicles are provided on **SECTION E.1.**	
Total Transport Costs	
Tools & Equipment (As specified in Section D)	
Protective Clothing (As required in terms of the Occupational Health & Safety Act. All staff must also be provided with uniforms to ensure easy identification) (As per Section C)	
Administration Costs	
TOTAL MONTHLY OPERATIONAL COSTS PER MONTH, EXCLUDING SALARIES *(To be carried down and inserted in Section F*)	

SECTION F:

TOTAL MONTHLY CONTRACT COSTS: AREA CENTRAL 2

DESCRIPTION	AMOUNT PER MONTH (EXCL.VAT)
SECTION A: Operations Coordinator / Contract Lead / Operations Manager Monthly Salary	
SECTION B.1 + B.2: Monthly Salaries of (Workers, Drivers and Team Leaders)	
SECTION E.2: Total Non-Salaried Related Operational Monthly Costs to be carried down	
TOTAL MONTHLY CONTRACT COSTS:	

Disposal Tariff (Actual costs to be reimbursed to Contractor)	
General Waste per ton	R

Adhoc / Additional Workers as a result of area growth:

Pricing per **worker,** should the area concerned be increased or additional suburbs are added within the contracted boundary during contract, will be calculated as follows:

The worker salary as indicated in **Section B.1** and **B.2** of the Pricing Schedule, as well as a proportional cost of **Section E.2** (Tools and Equipment, Protective Clothing and Administrative Costs**)** divided by the sum of the number of workers and Team Leaders.

The Team Leader salary as indicated in **Section B.1** and **B.2** of the Pricing Schedule, as well as a proportional cost of **Section E.2** (Tools and Equipment, Protective Clothing and Administrative Costs**)** divided by the sum of the number of workers and Team Leaders.

Cluster:	Area East 1		
Number of Workers (Monday-Thursday)	165	Number of Team Leaders (Monday-Thursday)	18
Number of Workers (Friday-Sunday)	165	Number of Team Leaders (Friday-Sunday)	18
TOTAL	330	TOTAL	36

SECTION A:

BREAKDOWN OF MONTHLY COSTS: ALL COSTS TO BE EXCLUSIVE OF VAT: AREA EAST 1

SALARY OF OPERATIONS COORDINATOR / CONTRACT LEAD / OPERATIONS MANAGER:

DESIGNATION	MONTHLY SALARY (EXCL. VAT)
Operations Coordinator / Contract Lead / Operations Manager	R

SECTION B.1 – MONDAY TO THURSDAY

STAFF MONTHLY SALARIES OF DRIVERS, WORKERS AND TEAM LEADERS: AREA EAST 1

DESCRIPTION	UNIT	QTY (A)	RATE PER UNIT (EXCL.VAT) (B)	TOTAL RATE (EXCL. VAT) (A x B)
GENERAL STAFF:				
Workers' Salaries				
Basic minimum salary as per the Basic Minimum Wage Determination for the Cleaning Sector +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)	Per worker	165	R	R
Team Leader(s) Salaries		18	R	R

Basic minimum salary for Team Leadery duties +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)	Per Team Leader			
DESCRIPTION	**UNIT**	**QTY (A)**	**RATE PER UNIT (EXCL.VAT) (B)**	**TOTAL RATE (EXCL. VAT) (A x B)**
VEHICLE STAFF:				
10m3 Tipper / 8 Ton Open Truck Driver's Salary(ies):				
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act	Per Driver	3	R	R
15m3 Refuse Compactor Driver's Salary(ies):				
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act	Per Driver	3	R	R
Refuse Compactor Truck Assistant Salary(ies):				
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (General Worker) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act	Per worker	12	R	R
TOTAL MONTHLY COST FOR MONDAY TO THURSDAY STAFF DRIVERS, WORKERS AND TEAM LEADERS				

SECTION B.2 – FRIDAY TO SUNDAY

STAFF MONTHLY SALARIES OF DRIVERS, WORKERS AND TEAM LEADERS: AREA EAST 1

DESCRIPTION	UNIT	QTY (A)	RATE PER UNIT (EXCL.VAT) (B)	TOTAL RATE (EXCL. VAT) (A x B)
GENERAL STAFF:				
Workers' Salaries Basic minimum salary as per the Basic Minimum Wage Determination for the Cleaning Sector +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)	Per worker	165	R	R
Team Leader(s) Salaries Basic minimum salary for Team Leadery duties +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)	Per Team Leader	18	R	R
DESCRIPTION	**UNIT**	**QTY (A)**	**RATE PER UNIT (EXCL.VAT) (B)**	**TOTAL RATE (EXCL. VAT) (A x B)**
VEHICLE STAFF:				
10m3 Tipper / 8 Ton Open Truck Driver's Salary(ies): Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act	Per Driver	3	R	R
Refuse Compactor Driver's Salary(ies): Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act	Per Driver	3	R	R
Refuse Compactor Truck Assistant Salary(ies): Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road	Per worker	12	R	R

Freight and Logistics Industry (General Worker) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
TOTAL MONTHLY COST FOR <u>FRIDAY TO SUNDAY</u> STAFF DRIVERS, WORKERS AND TEAM LEADERS				

<u>WORKING SCHEDULE: AREA EAST 1</u>

Schedule	**Monday to Thursday**		**Friday to Sunday**	
AREAS	**WORKERS REQUIRED**	**TEAM LEADERS REQUIRED**	**WORKERS REQUIRED**	**TEAM LEADERS REQUIRED**
GRACELAND	5	1	5	1
GRIFFITH MXENGE	5	1	5	1
EKHUPHUMULENI	5	1	5	1
MANDELA PARK	10	1	10	1
MACASSAR	10	1	10	1
BM SECTION (Green Point)	10	1	10	1
NONQUBELA	10	1	10	1
EYETHU	10	1	10	1
SILVERTOWN (Khayalitsha)	10	1	10	1
UMRHABALO TRIANGLE	10	1	10	1
HARARE	10	1	10	1
ILLITHA PARK	10	1	10	1
KHAYA	10	1	10	1
KUYASA	10	1	10	1
VICTORIA MXENGE	10	1	10	1
IKWEZI PARK	10	1	10	1
WASHINGTON SQUARE	10	1	10	1
ENKANINI (Zwelitsha)	10	1	10	1
TOTAL	**165**	**18**	**165**	**18**

SECTION C:

Protective Clothing Schedule: AREA EAST 1

DESCRIPTION OF ITEM	QUANTITY PER ANNUM	COST PER UNIT / ITEM (EXCL.VAT)	TOTAL COST PER ITEM PER ANNUM (EXCL.VAT)
Overall (Minimum 2 per worker, 2 per Team Leader and 2 per Driver) + 10% provision for staff replacements per annum)	**884**		
Heavy duty gloves (1 pair per worker, 1 pair per Team Leader and 1 per driver per week) + 10% provision for staff replacements per annum)	**5148**		
Branded Reflective Bibs (Minimum 1 per worker, 1 per Team Leader and 1 per driver + 10% provision for staff replacements per annum)	**442**		
Safety Shoes (Minimum 2 pair per worker, 2 per Team Leader and 2 pair per driver + 10% provision for staff replacements per annum)	**884**		
Gum Boots (1 pair per worker 1 pair, 1 per Team Leader and 1 per driver) + 10% provision for staff replacements per annum)	**429**		
Rain Suits (Minimum 1 per worker, 1 per Team Leader and 1 per driver) + 10% provision for staff replacements per annum)	**442**		
TOTAL COST PER ANNUM FOR ALL PPE			
TOTAL MONTHLY COSTS (Excl.VAT) = ***(Total Cost Per Annum divided by 12) (To be carried down and inserted in Section E)***			

SECTION D:

Tools and Equipment Schedule: AREA EAST 1

NOTE: This Schedule must be completed in full.

The following tools and equipment listed below should be made available for this contract. **(Per Annum)**

DESCRIPTION OF ITEM	QUANTITY	COST IN RAND
Flat Spade (Provide 50% of the total number of workers + 10% provision for theft and breakages)	**182**	R
Hard Bristle Broom (Provide 50% of the total number of workers + 10% provision for theft and breakages)	**182**	R
Metal Rakes (Provide 50% of the total number of workers + 10% provision for theft and breakages)	**182**	R
TOTAL PER ANNUM		R
COST PER MONTH ***(Total Cost Per Annum divided by 12 months)*** **(To be inserted in Pricing Schedule**)		R

SECTION E.1:
VEHICLE RELATED OPERATIONAL COSTS: AREA EAST 1

No	Vehicle Type	Mark applicable with X			Monthly Financing (Including Hire/lease if applicable) (A)	Monthly Operational Charges (Including Operations, Maintenance, Insurance, Fuel and Licencing) (B)	Total Cost Per Month (Excl.VAT) (C) (A + B = C)
		Own	Purchase	Hire/Lease			
15M3 Refuse Compactor (Description)							
1					R	R	R
2					R	R	R
3					R	R	R
10M3 Tipper/ 8 Ton Open Truck with side rails (Description)							
1					R	R	R
2					R	R	R
3					R	R	R
TOTAL MONTHLY VEHICLE RELATED COSTS (To be inserted in Section E.2)							R

SECTION E.2:

NON-SALARIED RELATED OPERATIONAL COSTS: AREA EAST 1

DESCRIPTION OPERATIONAL COSTS EXCLUDING SALARIES AND OVERTIME COSTS	AMOUNT PER MONTH (EXCL.VAT)
Transport for the Owner/Operations Coordinator: Provision of transport and associated fuel and maintenance cost	
Monthly Vehicle Costs: Provision of running costs for vehicles (Including Maintenance, Insurance and Licencing) ***(Carried down from Section E.1)*** Details of the vehicles are also provided on **Section E.1.**	
Transport of Refuse (Fuel): Transport cost of taking waste to landfill site – Suitable provision must be made to remove a minimum of 2 loads of refuse a day per vehicle to landfill site. Details of the vehicles are provided on **SECTION E.1.**	
Total Transport Costs	
Tools & Equipment (As specified in Section D)	
Protective Clothing (As required in terms of the Occupational Health & Safety Act. All staff must also be provided with uniforms to ensure easy identification) (As per Section C)	
Administration Costs	
TOTAL MONTHLY OPERATIONAL COSTS PER MONTH, EXCLUDING SALARIES *(To be carried down and inserted in Section F*)	

SECTION F:

TOTAL MONTHLY CONTRACT COSTS: AREA EAST 1

DESCRIPTION	AMOUNT PER MONTH (EXCL.VAT)
SECTION A: Operations Coordinator / Contract Lead / Operations Manager Monthly Salary	
SECTION B.1 + B.2: Monthly Salaries of (Workers, Drivers and Team Leaders)	
SECTION E.2: Total Non-Salaried Related Operational Monthly Costs to be carried down	
TOTAL MONTHLY CONTRACT COSTS:	

Disposal Tariff (Actual costs to be reimbursed to Contractor)	
General Waste per ton	R

Adhoc / Additional Workers as a result of area growth:

Pricing per **worker,** should the area concerned be increased or additional suburbs are added within the contracted boundary during contract, will be calculated as follows:

The worker salary as indicated in **Section B.1** and **B.2** of the Pricing Schedule, as well as a proportional cost of **Section E.2** (Tools and Equipment, Protective Clothing and Administrative Costs**)** divided by the sum of the number of workers and Team Leaders.

The Team Leader salary as indicated in **Section B.1** and **B.2** of the Pricing Schedule, as well as a proportional cost of **Section E.2** (Tools and Equipment, Protective Clothing and Administrative Costs**)** divided by the sum of the number of workers and Team Leaders.

Cluster:	Area East 2		
Number of Workers (Monday-Thursday)	121	**Number of Team Leaders (Monday-Thursday)**	18
Number of Workers (Friday-Sunday)	121	**Number of Team Leaders (Friday-Sunday)**	18
TOTAL	**242**	**TOTAL**	**36**

SECTION A:

BREAKDOWN OF MONTHLY COSTS: ALL COSTS TO BE EXCLUSIVE OF VAT: AREA EAST 2

SALARY OF OPERATIONS COORDINATOR / CONTRACT LEAD / OPERATIONS MANAGER:

DESIGNATION	MONTHLY SALARY (EXCL. VAT)
Operations Coordinator / Contract Lead / Operations Manager	R

SECTION B.1 – MONDAY TO THURSDAY

STAFF MONTHLY SALARIES OF DRIVERS, WORKERS AND TEAM LEADERS: AREA EAST 2

DESCRIPTION	UNIT	QTY (A)	RATE PER UNIT (EXCL.VAT) (B)	TOTAL RATE (EXCL. VAT) (A x B)
GENERAL STAFF:				
Workers' Salaries				
Basic minimum salary as per the Basic Minimum Wage Determination for the Cleaning Sector +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)	Per worker	121	R	R
Team Leader(s) Salaries		18	R	R

Basic minimum salary for Team Leadery duties +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)	Per Team Leader			
DESCRIPTION **VEHICLE STAFF:**	**UNIT**	**QTY (A)**	**RATE PER UNIT (EXCL.VAT) (B)**	**TOTAL RATE (EXCL. VAT) (A x B)**
10m3 Tipper / 8 Ton Open Truck Driver's Salary(ies): Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act	Per Driver	2	R	R
15m3 Refuse Compactor Driver's Salary(ies): Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act	Per Driver	2	R	R
Refuse Compactor Truck Assistant Salary(ies): Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (General Worker) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act	Per worker	8	R	R
TOTAL MONTHLY COST FOR MONDAY TO THURSDAY STAFF DRIVERS, WORKERS AND TEAM LEADERS				

SECTION B.2 – FRIDAY TO SUNDAY

STAFF MONTHLY SALARIES OF DRIVERS, WORKERS AND TEAM LEADERS: AREA EAST 2

DESCRIPTION	UNIT	QTY (A)	RATE PER UNIT (EXCL.VAT) (B)	TOTAL RATE (EXCL. VAT) (A x B)
GENERAL STAFF:				
Workers' Salaries	Per worker	121	R	R
Basic minimum salary as per the Basic Minimum Wage Determination for the Cleaning Sector +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)				
Team Leader(s) Salaries	Per Team Leader	18	R	R
Basic minimum salary for Team Leadery duties +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)				
DESCRIPTION	**UNIT**	**QTY (A)**	**RATE PER UNIT (EXCL.VAT) (B)**	**TOTAL RATE (EXCL. VAT) (A x B)**
VEHICLE STAFF:				
10m3 Tipper / 8 Ton Open Truck Driver's Salary(ies):	Per Driver	2	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
Refuse Compactor Driver's Salary(ies):	Per Driver	2	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
Refuse Compactor Truck Assistant Salary(ies):	Per worker	8	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (General Worker) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				

TOTAL MONTHLY COST FOR FRIDAY TO SUNDAY STAFF DRIVERS, WORKERS AND TEAM LEADERS	

WORKING SCHEDULE: AREA EAST 2

Schedule	Monday to Thursday		Friday to Sunday	
AREAS	**WORKERS REQUIRED**	**TEAM LEADERS REQUIRED**	**WORKERS REQUIRED**	**TEAM LEADERS REQUIRED**
BLUEDOWNS	5	1	5	1
THE CONNIFERS	2	1	2	1
EERSTERIVER	10	1	10	1
ELECTRIC CITY	5	1	5	1
FOREST HEIGHTS	5	1	5	1
FOREST VILLAGE	5	1	5	1
HILLCREST HEIGHTS	5	1	5	1
KLEINVLEI	10	1	10	1
ROSEDALE	10	1	10	1
MALIBU VILLAGE	5	1	5	1
HAPPY VALLEY	10	1	10	1
SILVERSANDS	4	1	4	1
FAIRDALE	10	1	10	1
MFULENI	10	1	10	1
DRIFTSANDS	8	1	8	1
WESTBANK	10	1	10	1
HIGHGATE	2	1	2	1
KALKFONTEIN	5	1	5	1
TOTALS	**121**	**18**	**121**	**18**

SECTION C:

Protective Clothing Schedule: AREA EAST 2

DESCRIPTION OF ITEM	QUANTITY PER ANNUM	COST PER UNIT / ITEM (EXCL.VAT)	TOTAL COST PER ITEM PER ANNUM (EXCL.VAT)
Overall (Minimum 2 per worker, 2 per Team Leader and 2 per Driver) + 10% provision for staff replacements per annum)	**664**		
Heavy duty gloves (1 pair per worker, 1 pair per Team Leader and 1 per driver per week) + 10% provision for staff replacements per annum)	**3881**		
Branded Reflective Bibs (Minimum 1 per worker, 1 per Team Leader and 1 per driver + 10% provision for staff replacements per annum)	**332**		
Safety Shoes (Minimum 2 pair per worker, 2 per Team Leader and 2 pair per driver + 10% provision for staff replacements per annum)	**664**		
Gum Boots (1 pair per worker 1 pair, 1 per Team Leader and 1 per driver) + 10% provision for staff replacements per annum)	**323**		
Rain Suits (Minimum 1 per worker, 1 per Team Leader and 1 per driver) + 10% provision for staff replacements per annum)	**332**		
TOTAL COST PER ANNUM FOR ALL PPE			
TOTAL MONTHLY COSTS (Excl.VAT) = ***(Total Cost Per Annum divided by 12) (To be carried down and inserted in Section E)***			

SECTION D:

Tools and Equipment Schedule: AREA EAST 2

NOTE: This Schedule must be completed in full.

The following tools and equipment listed below should be made available for this contract. **(Per Annum)**

DESCRIPTION OF ITEM	QUANTITY	COST IN RAND
Flat Spade (Provide 50% of the total number of workers + 10% provision for theft and breakages)	**134**	R
Hard Bristle Broom (Provide 50% of the total number of workers + 10% provision for theft and breakages)	**134**	R
Metal Rakes (Provide 50% of the total number of workers + 10% provision for theft and breakages)	**134**	R
TOTAL PER ANNUM		R
COST PER MONTH ***(Total Cost Per Annum divided by 12 months)*** **(To be inserted in Pricing Schedule**)		R

SECTION E.1:
VEHICLE RELATED OPERATIONAL COSTS: AREA EAST 2

No	Vehicle Type	Mark applicable with X			Monthly Financing (Including Hire/lease if applicable) (A)	Monthly Operational Charges (Including Operations, Maintenance, Insurance, Fuel and Licencing) (B)	Total Cost Per Month (Excl.VAT) (C) (A + B = C)
		Own	Purchase	Hire/Lease			
15M3 Refuse Compactor (Description)							
1					R	R	R
2					R	R	R
10M3 Tipper/ 8 Ton Open Truck with side rails (Description)							
1					R	R	R
2					R	R	R
TOTAL MONTHLY VEHICLE RELATED COSTS (To be inserted in Section E.2)							R

SECTION E.2:

NON-SALARIED RELATED OPERATIONAL COSTS: AREA EAST 2

DESCRIPTION OPERATIONAL COSTS EXCLUDING SALARIES AND OVERTIME COSTS	AMOUNT PER MONTH (EXCL.VAT)
Transport for the Owner/Operations Coordinator: Provision of transport and associated fuel and maintenance cost	
Monthly Vehicle Costs: Provision of running costs for vehicles (Including Maintenance, Insurance and Licencing) ***(Carried down from Section E.1)*** Details of the vehicles are also provided on **Section E.1.**	
Transport of Refuse (Fuel): Transport cost of taking waste to landfill site – Suitable provision must be made to remove a minimum of 2 loads of refuse a day per vehicle to landfill site. Details of the vehicles are provided on **SECTION E.1.**	
Total Transport Costs	
Tools & Equipment (As specified in Section D)	
Protective Clothing (As required in terms of the Occupational Health & Safety Act. All staff must also be provided with uniforms to ensure easy identification) (As per Section C)	
Administration Costs	
TOTAL MONTHLY OPERATIONAL COSTS PER MONTH, EXCLUDING SALARIES *(To be carried down and inserted in Section F*)	

SECTION F:

TOTAL MONTHLY CONTRACT COSTS: AREA EAST 2

DESCRIPTION	AMOUNT PER MONTH (EXCL.VAT)
SECTION A: Operations Coordinator / Contract Lead / Operations Manager Monthly Salary	
SECTION B.1 + B.2: Monthly Salaries of (Workers, Drivers and Team Leaders)	
SECTION E.2: Total Non-Salaried Related Operational Monthly Costs to be carried down	
TOTAL MONTHLY CONTRACT COSTS:	

Disposal Tariff (Actual costs to be reimbursed to Contractor)	
General Waste per ton	R 691.48

Adhoc / Additional Workers as a result of area growth:

Pricing per **worker,** should the area concerned be increased or additional suburbs are added within the contracted boundary during contract, will be calculated as follows:

The worker salary as indicated in **Section B.1** and **B.2** of the Pricing Schedule, as well as a proportional cost of **Section E.2** (Tools and Equipment, Protective Clothing and Administrative Costs**)** divided by the sum of the number of workers and Team Leaders.

The Team Leader salary as indicated in **Section B.1** and **B.2** of the Pricing Schedule, as well as a proportional cost of **Section E.2** (Tools and Equipment, Protective Clothing and Administrative Costs**)** divided by the sum of the number of workers and Team Leaders.

Cluster:	Area South 1		
Number of Workers (Monday-Thursday)	160	**Number of Team Leaders (Monday-Thursday)**	16
Number of Workers (Friday-Sunday)	160	**Number of Team Leaders (Friday-Sunday)**	16
TOTAL	**320**	**TOTAL**	**32**

SECTION A:

BREAKDOWN OF MONTHLY COSTS: ALL COSTS TO BE EXCLUSIVE OF VAT: AREA SOUTH 1

SALARY OF OPERATIONS COORDINATOR / CONTRACT LEAD / OPERATIONS MANAGER:

DESIGNATION	MONTHLY SALARY (EXCL. VAT)
Operations Coordinator / Contract Lead / Operations Manager	R

SECTION B.1 – MONDAY TO THURSDAY

STAFF MONTHLY SALARIES OF DRIVERS, WORKERS AND TEAM LEADERS: AREA SOUTH 1

DESCRIPTION	UNIT	QTY (A)	RATE PER UNIT (EXCL.VAT) (B)	TOTAL RATE (EXCL. VAT) (A x B)
GENERAL STAFF:				
Workers' Salaries	Per worker	160	R	R
Basic minimum salary as per the Basic Minimum Wage Determination for the Cleaning Sector +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)				
Team Leader(s) Salaries	Per Team Leader	16	R	R
Basic minimum salary for Team Leadery duties +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)				

DESCRIPTION	UNIT	QTY (A)	RATE PER UNIT (EXCL.VAT) (B)	TOTAL RATE (EXCL. VAT) (A x B)
VEHICLE STAFF:				
10m3 Tipper / 8 Ton Open Truck Driver's Salary(ies):	Per Driver	2	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
15m3 Refuse Compactor Driver's Salary(ies):	Per Driver	2	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
Refuse Compactor Truck Assistant Salary(ies):	Per worker	8	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (General Worker) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
TOTAL MONTHLY COST FOR MONDAY TO THURSDAY STAFF DRIVERS, WORKERS AND TEAM LEADERS				

SECTION B.2 – FRIDAY TO SUNDAY
STAFF MONTHLY SALARIES OF DRIVERS, WORKERS AND TEAM LEADERS: AREA SOUTH 1

DESCRIPTION	UNIT	QTY (A)	RATE PER UNIT (EXCL.VAT) (B)	TOTAL RATE (EXCL. VAT) (A x B)
GENERAL STAFF:				
Workers' Salaries	Per worker	160	R	R
Basic minimum salary as per the Basic Minimum Wage Determination for the Cleaning Sector +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)				
Team Leader(s) Salaries	Per Team Leader	16	R	R
Basic minimum salary for Team Leadery duties +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)				
DESCRIPTION	**UNIT**	**QTY (A)**	**RATE PER UNIT (EXCL.VAT) (B)**	**TOTAL RATE (EXCL. VAT) (A x B)**
VEHICLE STAFF:				
10m3 Tipper / 8 Ton Open Truck Driver's Salary(ies):	Per Driver	2	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
15m3 Refuse Compactor Driver's Salary(ies):	Per Driver	2	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
Refuse Compactor Truck Assistant Salary(ies):	Per worker	8	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road				

Freight and Logistics Industry (General Worker) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
TOTAL MONTHLY COST FOR <u>FRIDAY TO SUNDAY</u> STAFF DRIVERS, WORKERS AND TEAM LEADERS				

<u>WORKING SCHEDULE: AREA SOUTH 1</u>

Schedule	**Monday to Thursday**		**Friday to Sunday**	
AREAS	**WORKERS REQUIRED**	**TEAM LEADERS REQUIRED**	**WORKERS REQUIRED**	**TEAM LEADERS REQUIRED**
BEACON VALLEY (EAST)	10	1	10	1
MONT ROSE PARK	10	1	10	1
WOODLANDS	10	1	10	1
LENTEGEUR	10	1	10	1
TAFELSIG	10	1	10	1
BEACON VALLEY (SOUTH)	10	1	10	1
EASTRIDGE	10	1	10	1
PHUMLANI	10	1	10	1
LOTUS RIVER	10	1	10	1
PARKWOOD	10	1	10	1
LAVENDER HILL	10	1	10	1
STEENBERG	10	1	10	1
CAFDA	10	1	10	1
SEAWINDS	10	1	10	1
HILLVIEW	10	1	10	1
VRYGROND	10	1	10	1
TOTALS	**160**	**16**	**160**	**16**

SECTION C:

Protective Clothing Schedule: AREA SOUTH 1

DESCRIPTION OF ITEM	QUANTITY PER ANNUM	COST PER UNIT / ITEM (EXCL.VAT)	TOTAL COST PER ITEM PER ANNUM (EXCL.VAT)
Overall (Minimum 2 per worker, 2 per Team Leader and 2 per Driver) + 10% provision for staff replacements per annum)	**827**		
Heavy duty gloves (1 pair per worker, 1 pair per Team Leader and 1 per driver per week) + 10% provision for staff replacements per annum)	**4858**		
Branded Reflective Bibs (Minimum 1 per worker, 1 per Team Leader and 1 per driver + 10% provision for staff replacements per annum)	**414**		
Safety Shoes (Minimum 2 pair per worker, 2 per Team Leader and 2 pair per driver + 10% provision for staff replacements per annum)	**827**		
Gum Boots (1 pair per worker 1 pair, 1 per Team Leader and 1 per driver) + 10% provision for staff replacements per annum)	**405**		
Rain Suits (Minimum 1 per worker, 1 per Team Leader and 1 per driver) + 10% provision for staff replacements per annum)	**414**		
TOTAL COST PER ANNUM FOR ALL PPE			
TOTAL MONTHLY COSTS (Excl.VAT) = ***(Total Cost Per Annum divided by 12) (To be carried down and inserted in Section E)***			

SECTION D:

Tools and Equipment Schedule: AREA SOUTH 1

NOTE: This Schedule must be completed in full.

The following tools and equipment listed below should be made available for this contract. **(Per Annum)**

DESCRIPTION OF ITEM	QUANTITY	COST IN RAND
Flat Spade (Provide 50% of the total number of workers + 10% provision for theft and breakages)	**176**	R
Hard Bristle Broom (Provide 50% of the total number of workers + 10% provision for theft and breakages)	**176**	R
Metal Rakes (Provide 50% of the total number of workers + 10% provision for theft and breakages)	**176**	R
TOTAL PER ANNUM		R
COST PER MONTH ***(Total Cost Per Annum divided by 12 months)*** **(To be inserted in Pricing Schedule**)		R

SECTION E.1:
VEHICLE RELATED OPERATIONAL COSTS: AREA SOUTH 1

No	Vehicle Type	Mark applicable with X			Monthly Financing (Including Hire/lease if applicable) (A)	Monthly Operational Charges (Including Operations, Maintenance, Insurance, Fuel and Licencing) (B)	Total Cost Per Month (Excl.VAT) (C) (A + B = C)
		Own	Purchase	Hire/Lease			
15M3 Refuse Compactor (Description)							
1					R	R	R
2					R	R	R
10M3 Tipper/ 8 Ton Open Truck with side rails (Description)							
1					R	R	R
2					R	R	R
TOTAL MONTHLY VEHICLE RELATED COSTS (To be inserted in Section E.2)							R

SECTION E.2:

NON-SALARIED RELATED OPERATIONAL COSTS: AREA SOUTH 1

DESCRIPTION OPERATIONAL COSTS EXCLUDING SALARIES AND OVERTIME COSTS	AMOUNT PER MONTH (EXCL.VAT)
Transport for the Owner/Operations Coordinator: Provision of transport and associated fuel and maintenance cost	
Monthly Vehicle Costs: Provision of running costs for vehicles (Including Maintenance, Insurance and Licencing) ***(Carried down from Section E.1)*** Details of the vehicles are also provided on **Section E.1.**	
Transport of Refuse (Fuel): Transport cost of taking waste to landfill site – Suitable provision must be made to remove a minimum of 2 loads of refuse a day per vehicle to landfill site. Details of the vehicles are provided on **SECTION E.1.**	
Total Transport Costs	
Tools & Equipment (As specified in Section D)	
Protective Clothing (As required in terms of the Occupational Health & Safety Act. All staff must also be provided with uniforms to ensure easy identification) (As per Section C)	
Administration Costs	
TOTAL MONTHLY OPERATIONAL COSTS PER MONTH, EXCLUDING SALARIES *(To be carried down and inserted in Section F*)	

SECTION F:

TOTAL MONTHLY CONTRACT COSTS: AREA SOUTH 1

DESCRIPTION	AMOUNT PER MONTH (EXCL.VAT)
SECTION A: Operations Coordinator / Contract Lead / Operations Manager Monthly Salary	
SECTION B.1 + B.2: Monthly Salaries of (Workers, Drivers and Team Leaders)	
SECTION E.2: Total Non-Salaried Related Operational Monthly Costs to be carried down	
TOTAL MONTHLY CONTRACT COSTS:	

Disposal Tariff (Actual costs to be reimbursed to Contractor)	
General Waste per ton	R 691.48

Adhoc / Additional Workers as a result of area growth:

Pricing per **worker,** should the area concerned be increased or additional suburbs are added within the contracted boundary during contract, will be calculated as follows:

The worker salary as indicated in **Section B.1** and **B.2** of the Pricing Schedule, as well as a proportional cost of **Section E.2** (Tools and Equipment, Protective Clothing and Administrative Costs**)** divided by the sum of the number of workers and Team Leaders.

The Team Leader salary as indicated in **Section B.1** and **B.2** of the Pricing Schedule, as well as a proportional cost of **Section E.2** (Tools and Equipment, Protective Clothing and Administrative Costs**)** divided by the sum of the number of workers and Team Leaders.

Cluster:	Area South 2		
Number of Workers (Monday-Thursday)	90	**Number of Team Leaders (Monday-Thursday)**	9
Number of Workers (Friday-Sunday)	90	**Number of Team Leaders (Friday-Sunday)**	9
TOTAL	**180**	**TOTAL**	**18**

SECTION A:

BREAKDOWN OF MONTHLY COSTS: ALL COSTS TO BE EXCLUSIVE OF VAT: AREA SOUTH 2

SALARY OF OPERATIONS COORDINATOR / CONTRACT LEAD / OPERATIONS MANAGER:

DESIGNATION	MONTHLY SALARY (EXCL. VAT)
Operations Coordinator / Contract Lead / Operations Manager	R

SECTION B.1 – MONDAY TO THURSDAY

STAFF MONTHLY SALARIES OF DRIVERS, WORKERS AND TEAM LEADERS: AREA SOUTH 2

DESCRIPTION	UNIT	QTY (A)	RATE PER UNIT (EXCL.VAT) (B)	TOTAL RATE (EXCL. VAT) (A x B)
GENERAL STAFF:				
Workers' Salaries	Per worker	90	R	R
Basic minimum salary as per the Basic Minimum Wage Determination for the Cleaning Sector +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)				
Team Leader(s) Salaries	Per Team Leader	9	R	R
Basic minimum salary for Team Leadery duties +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)				

DESCRIPTION	UNIT	QTY (A)	RATE PER UNIT (EXCL.VAT) (B)	TOTAL RATE (EXCL. VAT) (A x B)
VEHICLE STAFF:				
10m3 Tipper / 8 Ton Open Truck Driver's Salary(ies):	Per Driver	2	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
15m3 Refuse Compactor Driver's Salary(ies):	Per Driver	2	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
Refuse Compactor Truck Assistant Salary(ies):	Per worker	8	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (General Worker) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
TOTAL MONTHLY COST FOR MONDAY TO THURSDAY STAFF DRIVERS, WORKERS AND TEAM LEADERS				

SECTION B.2 – FRIDAY TO SUNDAY

STAFF MONTHLY SALARIES OF DRIVERS, WORKERS AND TEAM LEADERS: AREA SOUTH 2

DESCRIPTION	UNIT	QTY (A)	RATE PER UNIT (EXCL.VAT) (B)	TOTAL RATE (EXCL. VAT) (A x B)
GENERAL STAFF:				
Workers' Salaries	Per worker	90	R	R
Basic minimum salary as per the Basic Minimum Wage Determination for the Cleaning Sector +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)				
Team Leader(s) Salaries	Per Team Leader	9	R	R
Basic minimum salary for Team Leadery duties +15% for Leave, Public Holidays as per Basic Conditions of Employment Act)				
DESCRIPTION	**UNIT**	**QTY (A)**	**RATE PER UNIT (EXCL.VAT) (B)**	**TOTAL RATE (EXCL. VAT) (A x B)**
VEHICLE STAFF:				
10m3 Tipper / 8 Ton Open Truck Driver's Salary(ies):	Per Driver	2	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
Refuse Compactor Driver's Salary(ies):	Per Driver	2	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road Freight and Logistics Industry (Heavy motor vehicle driver) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
Refuse Compactor Truck Assistant Salary(ies):	Per worker	8	R	R
Basic minimum salary as per the Basic Minimum Wage Determined by the National Bargaining Council for the Road				

Freight and Logistics Industry (General Worker) +15% for Leave, Public Holidays as per Basic Conditions of Employment Act				
TOTAL MONTHLY COST FOR <u>FRIDAY TO SUNDAY</u> STAFF DRIVERS, WORKERS AND TEAM LEADERS				

<u>WORKING SCHEDULE: AREA SOUTH 2</u>

Schedule	**Monday to Thursday**		**Friday to Sunday**	
AREAS	**WORKERS REQUIRED**	**TEAM LEADERS REQUIRED**	**WORKERS REQUIRED**	**TEAM LEADERS REQUIRED**
CROSSROADS	10	1	10	1
PHOLA PARK	10	1	10	1
PHILLIPI EAST	10	1	10	1
BROWNS FARM	10	1	10	1
THE LEAGUES	10	1	10	1
HEINZ PARK	10	1	10	1
SAMORA MACHEL	10	1	10	1
GUGULETHU	10	1	10	1
NYANGA	10	1	10	1
TOTALS	**90**	**9**	**90**	**9**

SECTION C:

Protective Clothing Schedule: AREA SOUTH 2

DESCRIPTION OF ITEM	QUANTITY PER ANNUM	COST PER UNIT / ITEM (EXCL.VAT)	TOTAL COST PER ITEM PER ANNUM (EXCL.VAT)
Overall (Minimum 2 per worker, 2 per Team Leader and 2 per Driver) + 10% provision for staff replacements per annum)	**488**		
Heavy duty gloves (1 pair per worker, 1 pair per Team Leader and 1 per driver per week) + 10% provision for staff replacements per annum)	**2825**		
Branded Reflective Bibs (Minimum 1 per worker, 1 per Team Leader and 1 per driver + 10% provision for staff replacements per annum)	**244**		
Safety Shoes (Minimum 2 pair per worker, 2 per Team Leader and 2 pair per driver + 10% provision for staff replacements per annum)	**488**		
Gum Boots (1 pair per worker 1 pair, 1 per Team Leader and 1 per driver) + 10% provision for staff replacements per annum)	**235**		
Rain Suits (Minimum 1 per worker, 1 per Team Leader and 1 per driver) + 10% provision for staff replacements per annum)	**244**		
TOTAL COST PER ANNUM FOR ALL PPE			
TOTAL MONTHLY COSTS (Excl.VAT) = ***(Total Cost Per Annum divided by 12) (To be carried down and inserted in Section E)***			

SECTION D:

Tools and Equipment Schedule: AREA SOUTH 2

NOTE: This Schedule must be completed in full.
The following tools and equipment listed below should be made available for this contract. **(Per Annum)**

DESCRIPTION OF ITEM	QUANTITY	COST IN RAND
Flat Spade (Provide 50% of the total number of workers + 10% provision for theft and breakages)	**99**	R
Hard Bristle Broom (Provide 50% of the total number of workers + 10% provision for theft and breakages)	**99**	R
Metal Rakes (Provide 50% of the total number of workers + 10% provision for theft and breakages)	**99**	R
TOTAL PER ANNUM		R
COST PER MONTH ***(Total Cost Per Annum divided by 12 months)*** **(To be inserted in Pricing Schedule**)		R

SECTION E.1:
VEHICLE RELATED OPERATIONAL COSTS: AREA SOUTH 2

No	Vehicle Type	Mark applicable with X			Monthly Financing (Including Hire/lease if applicable) (A)	Monthly Operational Charges (Including Operations, Maintenance, Insurance, Fuel and Licencing) (B)	Total Cost Per Month (Excl.VAT) (C) (A + B = C)
		Own	Purchase	Hire/Lease			
15M3 Refuse Compactor (Description)							
1					R	R	R
2					R	R	R
10M3 Tipper/ 8 Ton Open Truck with side rails (Description)							
1					R	R	R
2					R	R	R
TOTAL MONTHLY VEHICLE RELATED COSTS (To be inserted in Section E.2)							R

SECTION F:

TOTAL MONTHLY CONTRACT COSTS: AREA SOUTH 2

DESCRIPTION	**AMOUNT PER MONTH (EXCL.VAT)**
SECTION A: Operations Coordinator / Contract Lead / Operations Manager Monthly Salary	
SECTION B.1 + B.2: Monthly Salaries of (Workers, Drivers and Team Leaders)	
SECTION E.2: Total Non-Salaried Related Operational Monthly Costs to be carried down	
TOTAL MONTHLY CONTRACT COSTS:	

Disposal Tariff (Actual costs to be reimbursed to Contractor)	
General Waste per ton	R

Adhoc / Additional Workers as a result of area growth:

Pricing per **worker,** should the area concerned be increased or additional suburbs are added within the contracted boundary during contract, will be calculated as follows:

The worker salary as indicated in **Section B.1** and **B.2** of the Pricing Schedule, as well as a proportional cost of **Section E.2** (Tools and Equipment, Protective Clothing and Administrative Costs**)** divided by the sum of the number of workers and Team Leaders.

The Team Leader salary as indicated in **Section B.1** and **B.2** of the Pricing Schedule, as well as a proportional cost of **Section E.2** (Tools and Equipment, Protective Clothing and Administrative Costs**)** divided by the sum of the number of workers and Team Leaders.

C.5 SPECIFICATION(S)

GENERAL

1.1 Introduction

This tender caters for the Cleansing of formal sandy areas within the Cape Metropolitan Area, City of Cape Town (CCT). Service providers will be required to utilize local labour from the specific formal suburbs they are servicing, which must be recruited from the CCT's Job Seekers Database.

The purpose of this cleansing service is to provide residents with a cleaner living environment, and a high standard of performance will be required at all times during the contract period.

1.2 Overall Contract Objectives

The main objectives of this contract are as follows:

1.2.1 To provide a high standard Cleaning Service to the given communities in the areas as indicated below:

Level 1 = Desired standard of cleanliness (No visible litter/dumping in the area)

- The area is free of waste and illegal dumping.
- No visible signs of litter.
- The surroundings appear well-kept and maintained.

Level 2 = Minimum standard of cleanliness (Sparsely populated litter in the area)

- Small amounts of litter scattered in the area.
- No significant accumulation of waste in any specific spot.
- Occasional windblown debris or minor waste presence.
- The area still appears generally clean, but some intervention is needed

Level 3 = Unacceptable standard of cleanliness (High visibility of litter and dumping in the area)

- Noticeable litter accumulation in various parts of the area.
- Presence of illegal dumping sites with medium-sized waste piles.
- Waste in public spaces such as sidewalks, parks, and roadsides.
- The area appears neglected and requires immediate cleaning.

Level 4 = Totally unacceptable standard of cleanliness (Excessively high visibility of litter/dumping in the area)

- Large-scale waste accumulation across multiple areas.
- Significant illegal dumping, including bulk waste and hazardous materials.
- Overflowing bins, blocked pathways, and severe environmental impact.
- The area appears severely neglected and poses potential health and safety risks.
- Requires urgent and extensive intervention.

Please refer to annexure G for photometric indexing - Standards of Cleanliness acceptable standards (See clause 2.5.2) **Note that photometric indexing is to be used as a guide.**

Photos must date and time stamped with geographic location.
The Contractor is expected to achieve level 1 or 2 at all times. Should any portion of a suburb (inside the suburb or the periphery) not achieve the required standard of cleanliness, the penalty imposed will be deemed applicable for the entire suburb. The only exception to this would be non-achievement as a result of protest action or community unrest (this would only be considered should there be documented proof of such occasions).

1.2.2 To provide employment opportunities to members of the communities in accordance with CCT's Job Seekers Employment Policies.

The Contractor must, at all times, bear these objectives in mind as they will be the overall parameters in making decisions throughout the contract period. This will be the case, especially where an issue may not be directly covered by a specific clause.

1.3 Contract Information Sheet

Maps of Areas to be serviced to be made available at contract implementation stage and upon bidders request.

2. SCOPE OF CONTRACT

2.1 Contract Management Structure

This contract is for the appointment of a Contractor for the provision of a cleansing service in accordance with the Standards of Cleanliness acceptable standards (See clause 2.5.2)

The Contractor must appoint the number of Workers and Team Leaders as prescribed in the tender document (per area) so as to achieve the required standards in the designated contract area. The number of workers that have been indicated per area will remain fixed throughout the duration of the contract and may only be adjusted through consultation and agreement with the CCT, and is at the sole discretion of CCT. The CCT will consider varying/adjusting the number of worker, in the case of 'growth' in any area, or other unforeseen operational requirements.

The Contractor will be required to accommodate and cater for any growth in any suburb(s) where additional staff and services will be required. Any additional requirements will be based on the calculation description under Section F of the pricing Schedule. These calculations will be done by the CCT based on pricing provided by the Contractor. The Contractor will therefore be compensated for these additional requirements as per Section E in pricing schedule.

2.2 Description of Service

2.2.1 Street sweeping (litter and sand removal), litter picking, removal of all illegal dumping other than builder's rubble (waste from construction or demolition, including bricks, concrete, and plaster) and cleaning of all public open spaces in the entire suburb, including the surrounding roads, verges and open land on the periphery up to the nearest private property boundary or 100m in accordance with the Standards of Cleanliness (see 2.5.2) acceptable levels of cleaning. The only exclusions to the above, unless indicated otherwise, are the roads and verges of the N1, N2, R300 and N7, which are all provincial roads.

It is required that, should illegal dumping consist of mixed waste (i.e. domestic & garden waste), any waste that is not builders' rubble be bagged and removed.

2.2.2Should the workers/Team Leaders/contractor encounter any community unrest/ protest action, the CCT representative must be contacted immediately and informed of the situation and any possible impact on service delivery.

2.3 Duties of the Contractor

2.3.1 Duties of the Contractor who has been awarded the contract

The Contractor is singularly responsible to the City of Cape Town for his/her own activities and the activities of his/her workers/Team Leaders. The Contractor will appoint his/her workers as described hereunder. The Team Leaders will be appointed at the Contractor's discretion and should be an equal split between local labour from the community and others, who do not have to reside in the formal suburb being serviced.

The Operations Coordinator / Contract Lead / Operations Manager must have transport and do continuous monitoring of staff and to transport staff, tools and equipment when required. It is highly recommended that Team Leaders who have their own vehicles be appointed as this tender will only provide for the running costs of Team Leaders' vehicles. It is a further requirement of this tender that the Contractor and his Team Leaders have valid driver's licences (minimum Code EB). Certified copies of such licences must be provided once the tender is awarded.

Service providers must be an accredited Waste Management Service provider as required and in accordance with City of Cape Town's Accredited Policy, and must provide proof of accreditation with their Tender submission. Tenderers making application must provide the proof of acknowledgment letter of submission for registration from the City of Cape Town with their Tender submission.

2.3.2 The appointments must be undertaken as follows:

The Contractor will be required to employ all workers utilizing the method applicable and indicated by CCT at the time of employment. It is currently the requirement that the workers are obtained from the Sub-Council Jobseekers data base and reside in the individual formal suburbs to be serviced. This will involve obtaining more names than the number of workers required and conducting an interview process. The names and contact details of the prospective workers not hired once the appointments are finalised must be retained for use when casual workers are required. Any costs involved with the annual selection and appointment process, e.g. hire of a venue to interview candidates will be for the cost of the Contractor. Where possible, the Contractor must utilize CCT facilities in or near the area to be serviced. It must be noted that all planning and appointment of staff must take place prior to the commencement of Contract.

In order to provide equal opportunities for all, workers may only be employed for a period of one year even if the tender is awarded for a full three years. In the event of a contract having been awarded for a shorter period, workers must be employed for three equal periods over the length of the tender, and no one worker may be given a consecutive work opportunity. In order to ensure operational continuity All Team Leaders must be in place for the entire contract period I.e. Their employment period is at the discretion of the Contractor. e Contractor must also ensure that "casual" workers are appointed to fill the gap when workers are on leave, absent etc. Casual workers may also be required for special interventions. Under no circumstances may workers from outside the individual suburbs be utilised.

2.3.3 Supervision and Control of Workers

The workers shall be required to carry out the duties as detailed in Clause 2.4 below and it will be the Contractor's responsibility to ensure compliance with this requirement.

Each Contractor shall therefore be expected to clearly communicate with, instruct and explain to each and every worker exactly what their duties are.

Each Contractor must then ensure that the instructions are carried out to the required CCT standard in accordance with the Standards of Cleanliness, as per Annexure G to this Tender.

Each Contractor is therefore responsible to the CCT for his/her own and the workers' results. It is a requirement that the Contractor or his/her nominated and approved representative will accompany the CCT representative(s) on all weekly inspections and sign off the inspection reports. It is a requirement that every suburb is inspected

every week. A penalty of R350-00 will be deducted from the monthly invoice for every incident of a missed inspection.

2.3.4 Distribution and control of Refuse Bags

The CCT will provide plastic bags for Contractors to carry out this service. Each Contractor will be required to obtain their plastic bags from CCT on a regular, agreed basis and must retain the delivery notes received as they need to be attached to the monthly invoices. These bags must be collected from the Cleansing refuse bag store in Mitchells Plain during the hours as will be communicated by the CCT representative. All bags are uniquely marked per contract to ensure proper control of refuse bags. When bags are issued by the Contractor to the Team Leaders, they must be issued in the correct quantities and the Team Leaders must sign for receipt of such bags. When the Team Leaders issue the bags daily to the workers they must be issued in the correct quantities for that day, per worker, and each worker must sign for the receipt of such bags. It is vital that the Contractor reconciles all issues signed for by the workers and Team Leaders, so as to ensure that they tally, and control over bags are maintained.

The Contractor will be responsible to provide a secure lockable place to store the bags. This may be inspected from time to time by a CCT representative.

The tenderer/contractor acknowledges responsibility for the control and distribution of bags issued to him/her/it by the City. The contractor undertakes that he/she/it will not under any circumstances dispose of bags issued to him//her/it other than for use by its employees in the course of work done in terms of the contract, or permit such bags to be sold to retail outlets or to the general public. The contractor acknowledges that should bags issued to him/her/it be found for sale as stated, he/she/it will be held responsible therefor by the City and penalised at the rate of R 100.00 per bag, deducted from the subsequent invoice of the contractor. The contractor furthermore acknowledges that besides imposing the penalty as stated, the City may institute criminal proceedings in respect of bags found for sale/theft.

Over and above the Contractor being held liable, should any member of his staff be found liable for such losses, it is advisable that the Contractor proceed criminally against such a staff member.

2.3.5 Usage of plastic refuse bags

Refuse bags are essential for the execution of this tender. These bags are costly and misuse of the bags results in large losses to the CCT. To this effect the following instructions to optimise the use of plastic refuse bags must be complied with:

2.3.5.1 When light litter is collected (domestic waste, leaves etc.), plastic bags must be totally filled leaving only place to tie a knot at the top.
2.3.5.2 When refuse bags are utilised for heavy sand only, two (2) 40 micron bags may be placed inside one another so as to increase the thickness of the bag and it must be filled to at least 4 full scoops of sand.
2.3.5.3 Should the above not be complied with, a penalty of R100 for each bag found not to be used as prescribed, will be levied and deducted from the next invoice to be processed.

2.3.6 Removal and Transport of Collected Refuse

The Contractor is responsible for the transport of all collected waste. All bagged waste must be removed daily and transported to a registered landfill site as directed by the City of Cape Town (CCT) representative. If bagged waste is not removed daily, a penalty of R2,500 will be imposed. If an area is found to be at Level 3 (Unacceptable) or Level 4 (Totally Unacceptable) due to bags not being removed or bags being broken, causing waste spillage, a cleanliness penalty of R2,500 per suburb will be imposed.

In order to optimize the capacity of the vehicles to be used (as per minimum capacity requirements), contractors will be required to do at least two trips daily to the landfill site.

Contractor will be reimbursed on their actual spend on disposal coupons. It must be noted that no profit may be made on disposal costs. Proof of weighbridge disposal slips must be provided on a monthly basis. A Disposal Control Sheet (See Annexure J) must be completed each time the vehicle visits the landfill site. The contractor will be responsible for the upfront purchase of disposal coupons for use at the CCT disposal sites and for the payment of all disposal charges. Verified disposal charges will be reimbursed and must be included as a separate item on the monthly invoice.

It must be noted that the successful contractor must ensure an adequate cash flow to cover the disposal costs that are payable upfront as described above.

2.3.7 Vehicle Requirements:

Tenderers to refer to Section E.1 of the Price Schedule which stipulates the vehicle requirements for each Area. The number of vehicles, the capacity and type of vehicles must be complied with to ensure optimal scoring under Evaluation, and is vital to the success of the contract. No vehicles older than 5 years (60 Months) will be accepted for this tender.

- The vehicle(s) to be used must be able to remove the minimum required daily volume of loads as indicated on Section E.1 of the Price Schedule. The driving surface of the landfill sites must also be taken into account when sourcing vehicles:

Vehicles to be utilised under this contract may either be vehicles currently owned by the Contractor, new vehicles bought, or hired vehicles. Proof of age of vehicles will be required to be submitted with the Tender document in order to obtain maximum scoring under functionality. Vehicles are a major requirement for operational implementation and success, and therefore must be reliable and fairly new. To prove that the vehicle(s) to be used comply with the prescribed requirements, proof of age of vehicles, in the form of registration certificates must be provided for existing/owned/hired vehicles. For new vehicles to be purchased, detailed quotes indicating the age of vehicles must be submitted with the Tender, as well as bank guarantee/pre approval.

Vehicles for refuse transport are essential to the success of the programme and must be available at all times. In the event of a breakdown, the owner must provide exact alternative suitable transport (capacity/type) at their own cost within 72 hours from the date of breakdown.

Failure to provide alternative transport within 72 hours will result in the following penalties being levied against the contractor:

- A **R2,500** penalty for the first 24 hours beyond the deadline.
- A **R5,000** penalty per day for each additional 24-hour period thereafter.

The 72-hour allowance ensures that the service provider has a reasonable timeframe to source a replacement while maintaining service continuity. However, failure to do so may lead to non-collection of bags within this period, triggering the R1,000 daily penalty for non-removal of waste.

2.3.8 Communication

The Contractor will be the link between the CCT, all workers and the community and must therefore take note of and comply with all the communication requirements of Clause 3.1.

2.3.9 Record Keeping

The Contractor will be required to submit a full and complete set of EPWP (Expanded Public Works Programme) documentation as required and payslip on a monthly basis in the prescribed format as amended from time to time. (See Schedule 12.) Copies of the following documentation must be submitted to the relevant office:

- The issue of formal legal contracts (even for temporary staff)
- Copy of ID documents for every worker
- The keeping of proof of payments made (Individual Payslips)

It is important that contractors provide adequately for the cost of copying contracts, ID documents and proof of payment.

Failure to submit ANY full and complete audit documents will result in a penalty of R1 000 per day of late submission following a request to supply the required documentation.

2.3.10 Plan of Action

A detailed Plan of Action must be submitted within the first week of operation, covering:

- Staff deployment and deviation plan.
- Cleansing strategies and plans.
- Any additional required information.

Failure to submit this Plan of Action will result in:

- A penalty of R5,000 for each week of non-compliance.
- If not submitted within four weeks, it will be considered a Breach of Contract, which may lead to contract termination.

2.4 Duties of the Workers

All Workers will be appointed by the Contractor and therefore work for, and be answerable to and paid by that Contractor. There will be no formal interaction between the CCT and the workers. The CCT will only interact and deal with the Contractor and Team Leaders.
The Workers' duties will be as follows:

2.4.1 Total Cleansing Service:

The Cleansing service covers all public open spaces, (designated open spaces e.g. Public Works, Provincial, National) which for the purpose of this contract, includes all accesses, walkways, as well as any roads, road reserves, open ground (not privately owned) and other municipal open spaces. It also includes the immediate periphery of the area, i.e. any verge adjoining a made road, that road itself and the verge on the opposite side of the road, public open ground up to 100m around the suburb or the nearest private property boundary, whichever is closest. This does not include any privately owned property.

All CCT street litter bins must be emptied on a regular basis. Defects or defacing stickers, posters on the bin, graffiti etc. must be reported to the CCT representative to enable the City of Cape Town to replace the bins/stickers.

The contractor will also be responsible for the cleaning of canal/river banks and the removal of any litter from the canal/river water that can be reached without stepping into the water and without the use of any special equipment, e.g. dredging machine. Any refuse in the water that can be reached with the use of a rake when standing on the bank/edge, must be removed.

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

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

(a) An initial total clean-up (sweeping, litter picking, dumping removal) of the designated area within the first month of operation.
(b) Regular cleaning to maintain the area in a clean and healthy state in accordance with the Standard of Cleanliness as per Annexure G

(c) Communication with all residents in order to encourage them to maintain a clean and healthy environment (see clause 3.1.2)

The Cleansing Service must be performed in accordance with the Cleansing Specification as described in clause 2.5.

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

- Flat Spades: Provide 50% of the total number of workers + 10% provision for theft and breakages.
- Hard Bristle Brooms: Provide 50% of the total number of workers + 10% provision for theft and breakages.
- Metal Rakes: Provide 50% of the total number of workers + 10% provision for theft and breakages.
- Any additional/other tools that the Contractor feels is necessary to provide a better service may also be carried/provided if required

Note: Tools are essential to provide an effective service, and to prevent litter and refuse getting into the environment. It will also make the workers' general cleaning work much easier and quicker. Tools and equipment must be replaced as and when necessary due to wear and tear.

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

Protective Clothing & Equipment Requirements

- **Overalls**: Minimum 2 per worker, 2 per Team Leader, and 2 per driver + 10% provision for staff replacements per annum.
- **Heavy Duty Gloves**: 1 pair per worker, 1 per Team Leader, and 1 per driver per week + 10% provision for staff replacements per annum.
- **Branded Reflective Bibs**: Minimum 1 per worker, 1 per Team Leader, and 1 per driver + 10% provision for staff replacements per annum.
- **afety Shoes**: Minimum 2 pairs per worker, 2 per Team Leader, and 2 pairs per driver + 10% provision for staff replacements per annum.
- **Gum Boots**: 1 pair per worker, 1 per Team Leader, and 1 per driver + 10% provision for staff replacements per annum.
- **Rain Suits**: Minimum 1 per worker, 1 per Team Leader, and 1 per driver + 10% provision for staff replacements per annum

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

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

The CCT will provide street litter bins. The CCT representative will indicate the numbers of bins required. All such bins must be regularly cleaned by the contractor's workers to ensure that they do not become a nuisance.

2.5 Cleansing Specifications

All references to cleansing in this document will imply that when the worker has passed an area, there will be no waste of any form or type visible. This in turn implies that in the case of paved surfaces (tar, brick or block paving, concrete, etc.), small and fine waste which cannot be easily picked up by hand, such as sand, grit, gravel, stones, cigarette ends, etc., must be swept and then picked up using appropriate tools (e.g. spade) so as to ensure that all waste has been removed. All amounts of illegal dumping excluding builder's rubble is to be cleared.

It is required that, should illegal dumping consist of mixed waste (i.e. domestic, garden & garage waste), any waste that is not builders' rubble be bagged and removed.
Note:

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

2.5.1 Initial Clean Up

Upon commencement of the contract, the Contractor will be required to undertake an initial and total clean-up of all streets, sidewalks and open spaces, in and on the periphery (within 100m beyond the boundary) of the given suburb in order to remove any accumulated refuse.
The init al clean-up is to be completed within the first month of operation. If this initial clean-up is undertaken thoroughly and combined with the Contractor's education of the community, it should be fairly easy to maintain a clean environment thereafter.
On completion of this initial clean-up the Contractor must inform the CCT Representative and a joint inspection of the area(s) will be held.

2.5.2 Regular Cleaning

Contractor's Obligation to Maintain Cleanliness Standards

On completion of the initial clean-up and throughout the contract period, the Contractor will be required to maintain ALL public areas in a clean state in accordance with the cleanliness standards outlined in the photographic tables provided herein. These photographic tables display 4 photographs per area type (***Refer to Annexure G***), which represent varying levels of cleanliness, as follows:

Level 1 = Desired standard of cleanliness (No visible litter/dumping in the area)

- The area is free of waste and illegal dumping.
- No visible signs of litter.
- The surroundings appear well-kept and maintained.

Level 2 = Minimum standard of cleanliness (Sparsely populated litter in the area)

- Small amounts of litter scattered in the area.
- No significant accumulation of waste in any specific spot.
- Occasional windblown debris or minor waste presence.
- The area still appears generally clean, but some intervention is needed

Level 3 = Unacceptable standard of cleanliness (High visibility of litter and dumping in the area)

- Noticeable litter accumulation in various parts of the area.
- Presence of illegal dumping sites with medium-sized waste piles.
- Waste in public spaces such as sidewalks, parks, and roadsides.
- The area appears neglected and requires immediate cleaning.

Level 4 = Totally unacceptable standard of cleanliness (Excessively high visibility of litter/dumping in the area)

- Large-scale waste accumulation across multiple areas.
- Significant illegal dumping, including bulk waste and hazardous materials.

- Overflowing bins, blocked pathways, and severe environmental impact.
- The area appears severely neglected and poses potential health and safety risks.
- Requires urgent and extensive intervention.

The Contractor is expected to achieve **Level 1** or **Level 2** cleanliness at all times.

Levels and Remedial Actions

- **Level 1**: This is the desired standard of cleanliness. No penalty will be applied, and there will be **no delay in payment** to the Contractor for achieving this level.
- **Level 2**: This is the minimum acceptable standard of cleanliness. While no penalty will be applied, the Contractor must make continual improvements toward achieving **Level 1**. There will be **no delay in payment** to the Contractor as long as Level 2 is maintained.
- **Level 3**: When cleanliness falls to **Level 3**, the following penalties will be applied:
    - **Forfeiture of 20%** of the affected suburb workers' and Team Leader's salaries.
    - An additional **5% forfeiture** of salaries will be applied if the cleanliness standard does not improve to **Level 1 or Level 2** within **24 hours** of the penalty notice.

  The Contractor will be **notified** to achieve **Level 1 or Level 2** within **24 hours** following the applied penalty. Failure to remedy the situation within the specified timeframe will result in further action.
- **Level 4**: When cleanliness reaches **Level 4**, a more severe penalty will be imposed:
    - **Forfeiture of 30%** of the affected suburb workers' and Team Leader's salaries.
    - An additional **5% forfeiture** of salaries will be applied if the cleanliness standard does not improve to **Level 1 or Level 2** within **24 hours** of the penalty notice.

  As with Level 3, the Contractor will be **notified** to achieve **Level 1 or Level 2** within **24 hours** of the penalty application. Failure to remedy the situation within the specified timeframe will result in further actions, including additional penalties or contract review.

  Non-compliance Exception

  In cases where cleanliness standards are not achieved due to **protest action** or **community unrest**, this will only be considered an exception if there is **documented proof** of such occurrences.

  Suburb-Wide Penalty

  Should any portion of a suburb (whether inside or on the periphery) fail to meet the required standard of cleanliness, the imposed penalty will apply to the **entire suburb**.

  For further details, see **Annexure G** for the photographic standards of cleanliness.

2.5.3 Illegal Dumping

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

The CCT or its appointed agent is responsible for the removal of all builders' rubble as defined in this document. The Contractor is responsible for the removal of all other illegal dumping as described in clause 2.2.1 in this specification.

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

The contractor must also inform the CCT Representative of any builder's rubble that requires removal.

In the case that illegal dumping is caused by the contractor,a penalty of **R50,000** per offense will be levied against the contractor, plus the cost of proper disposal at an approved facility.

3. ADDITIONAL REQUIREMENTS

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

3.1 Communication

Although not necessarily the only aspects of communication, the following are vital to the success of this contract and therefore will be enforced. These are:
3.1.1 Communication with CCT
3.1.2 Communication with the community
3.1.3 Communication with workers and any other employees

3.2 Communication with CCT

It is a condition of this contract that all communication will be in English. Communication may be verbal and/or written. In order to facilitate this, the Contractor will be required to comply with the following:

(a) Monthly meetings: The Contractor or a delegated/appointed representative will be required to attend at least one formal meeting (minutes will be taken) per month with the CCT's representative. The venue and time for such meetings will be determined by the CCT's Representative. These meetings will be held to discuss issues relating to the contract. The Contractor will be required to:

- Report back on his operations in general
- Report any accidents, injuries, incidents and complaints
- Answer any questions asked
- Report back on actions taken based on instructions, requests and agreements made at or since the previous meeting
- Discuss any matters relating to the contract and/or its operation

The minutes will become part of the records of this contract.

Failure to attend any of these monthly meetings will result in a penalty R2 000 for every missed meeting. It must be noted that should the Contractor not be available for any reason, the meeting may on such an occasion be attended by an approved nominated representative (See 2.3.3)

(b) Service Inspections: The CCT Representative will, together with the Contractor or his appointed representative conduct inspections at least weekly, in every suburb for which the Contractor is responsible. Random Inspections by CCT will also be carried out, at any time with or without the Contractor's knowledge and attendance. At the combined site inspection, the CCT representative and the Contractor will sign off an agreed Standard of Cleanliness monitoring report (See Annexure G). Should serious problems be found at any inspection, they will be reported to the Contractor immediately, in writing, and the Contractor will be required to react on these problems without unjustifiable delay. The Contractor must confirm in writing that the matter in question has been resolved. Refer to Clause 2.5.2 for standards of cleanliness and penalties.

Should the Contractor or his/her appointed alternate not be available for weekly meetings, the inspection will continue and the findings of the CCT Representative will be accepted as a true and fair reflection of the condition of the suburb and the evaluation will not be contested. A penalty of R350 will be deducted from the Contractor's component of the monthly invoice for every incident of a missed inspection.

(c) Ad Hoc Communication: Because the Contractor is providing a service to the community, it is essential that he/she can be contacted at all times (including after-hours within reason).
To facilitate this, the Contractor:

- must have and maintain in working order, a mobile cellular telephone, to be kept switched on at all reasonable times and with a message receiving facility at all times. It will be up to the Contractor to ensure that messages are checked regularly and especially immediately after it may have been switched off for a period.

3.2.1 Communication with the Community

In order to ensure maximum success of this program, the Contractor will be required to maintain contact with the community in each suburb utilizing various methods of communication:
(a) Communication through Ward Councillors and Community Structures
It is a requirement of the contract that the Contractor introduce him/herself to the local Ward Councillor(s). The CCT representative must be present at the meeting. It must be noted that this is a courtesy call and that the Councillor(s) may not involve themselves with the operational issues, especially the employment of workers.
(b) Communication through workers
Workers will be required to:
 Distribute pamphlets to each and every dwelling when required. The pamphlets will be provided by the CCT
make physical and direct verbal contact to convey a message by:
- direct visits to selected residents
- calling a community meeting in order to address a larger audience
 encourage residents to look after CCT property such as bins, etc. as well as to report incidents such as illegal dumping with relevant detail such as names and vehicle registrations in order to assist the CCT in tracing the offenders.

(c) Complaints and Incidents

All complaints must be reported to the Team Leader, who must record such complaints and the action taken in writing in a book. This will ensure that records are kept of all complaints and that they are effectively dealt with. It is the Team Leader's responsibility to ensure proper follow-up on these complaints.

This book can be inspected from time to time by the **City of Cape Town (CCT) representative**.

These complaints must be submitted with the monthly invoice to ensure that all issues are properly documented and addressed in a timely manner.

3.2.2 Communication with the Workers and Employees

Responsibility to the Residents
The Contractor must ensure that workers and all employees are aware that they are employed to provide an essential cleansing service for the benefit of their community. As a result, they will be required to be helpful, friendly and service orientated.
They must also be made aware that ultimately they represent the interests of CCT and that failure to perform as above will be viewed in a very serious light and the necessary penalties and possible breach will apply.
Finally, all staff employed by the Contractor must be made aware that they form an important link in the chain regarding all aspects of information to the residents.

3.3 Work Times

3.3.1 Daily

In order not to cause disruption to the community, each contractor must provide sufficient infrastructure (tools, materials, labour, etc.) to enable the work to be completed on the two schedules within the hours of **07:00 to 16:00, Monday to Thursday, and 07:00 to 16:00, Friday to Sunday**. Although these hours may be exceeded on occasions, this must be the exception and not the rule. Should this be considered excessive by the CCT Representative, they may instruct that steps be taken to rectify the matter. Workers are to work **8 hours per day**.

3.3.2 CCT/Contractor Relationship

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

3.3.3 Contractor/Employee Relationship

In order to carry out this contract, the Contractor will be required to employ staff. This will constitute an employer/employee relationship and therefore the LRA and Basic conditions of Employment act will be applicable. Should the Contractor be found to contravene either, it will constitute a breach of this contract.
The Contractor must also ensure that his/her employees are aware that the Contractor and NOT the CCT employ them.

3.4 Appointment of Workers

It is a requirement of this contract that all Labour (no matter the period of employment) be formally contracted, i.e. have an employment contract as required by law.
3.4.1 Contractor as an Employer
As an employer, the Contractor will be required to take responsibility for the actions of all his/her employees.
As a result, he/she will be required to manage and control Workers and employees in terms of this contract to ensure they do not breach this contract in any way.
This contract does not provide the Contractor, or any employees with the right to access private property without the owner's permission.

3.5 Details regarding Invoicing:

3.5.1 The Contractor must submit the correctly completed EPWP statistics, delivery notes for bags received from the stores, completed bag distribution forms, weighbridge disposal slips, copies of staff attendance registers and proof of wage payments, number of complaints received and any other required documentation as requested by the CCT representative. These musts all be delivered together with each month's invoice. Failure to supply this information will result in invoices not being processed until all outstanding information is received.
For a list of all penalties applicable to non-performance, please refer to Annexure H.

3.6 Legal

In awarding this contract, the CCT will expect the Contractor to comply with the law of South Africa in every respect. The Contractor is reminded that all employees must be covered by the necessary Public Liability Insurance at all times. Proof of Insurance must be submitted prior to commencement of the contract. The CCT may also ask for proof of updated/valid insurance at any time and failure by the Contractor to provide this within a reasonable time, may be considered a breach of contract.
Some of the aspects, which should be considered, are compliance with:
The Basic Conditions of Employment Act
The Labour Relations Act (LRA)
The Occupational Health & Safety Act
Whilst it is acknowledged that the Contractor may not be aware of and/or familiar with all or any of these, it will be up to the Contractor to familiarise him/herself.

3.7 Breach of Contract

3.7.1 Breach of Contract

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

3.7.2 Remedies for Default and/or Breach

Should the CCT Representative consider the Contractor to be in default or breach (See Clause 2.5.2), the following action will be taken:
(i) As all notifications as indicated in Clause 2.5.2 have not been complied with by the
Contractor at this stage the CCT will proceed immediately with the breach of contract process.
(ii) Disagreement
In the event of the Contractor not agreeing with the CCT Representative with regard to the default or breach, the Contractor may write to the CCT and record his/her objections.

3.7.3 Cancellation of Contract

In the event of a default or breach not being remedied via the process recorded in Clause 2.5.2, the CCT will inform the Contractor in writing of the CCT's intention to terminate the contract and the date on which it will take effect.
In the meantime, the CCT will be within its rights to take any steps considered necessary to ensure the long-term continuity of this essential service (i.e. advertising for and/or appointment of a new contractor).

3.7.4 Taking Over of Work

In the event of the required work not being completed, i.e. not all suburbs receiving their scheduled service or any similar shortfall in the standard of service and/or Contractor's performance, the CCT Representative may at any time during this process and at his/her own discretion, take steps to do the work, either using CCT or other resources.

In the event of this having to be done, the CCT Representative will immediately attempt to verbally inform the Contractor, and as soon as possible thereafter, inform the Contractor in writing and follow the steps in Clause 2.5.2.

3.7.5 Costs

The actual costs for taking over of work will be recovered from the Contractor in full by deducting this amount from the next payment due.

3.8 General Operational Conditions

3.8.1 Powers and Authority of the CCT Representative/CCT

In general, the CCT is the Client and the CCT Representative is the CCT's legally appointed representative, having the role of interfacing with the Contractor, protecting the CCT's interests and ensuring that all work is done to the required standards.
Although the CCT Representative will deal primarily with the Contractor, the CCT Representative will be entitled to deal directly with any or all of the workers should it be considered necessary

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

3.8.2 Work Related Risks

Whilst this clause does not imply that there are any significant risks, it is implicit in this agreement that the Contractor accepts all and any possible risks which may exist or result in undertaking this work, working in the suburbs, moving waste, employing people, working with people, etc.

In addition, it is up to the Contractor to ensure an uninterrupted service and therefore to provide for situations which could cause delays and/or interruptions for any reason including loss of tools and/or equipment, protective clothing etc.

At any stage the CCT may require to know what such contingencies are in place and to have an input on their adequacy.

3.8.3 Self Sufficiency of Contractor

By agreeing to and signing this contract, the Contractor agrees to be totally self-sufficient in providing everything necessary to provide the service. Under no circumstances will the CCT be obliged to provide anything and/or service and/or assistance to the Contractor to carry out this service.
Nevertheless, should the CCT assist in any way whatsoever; it will in no way imply that such assistance is a permanent feature of the contract thereafter. The CCT will have the right to provide and/or withdraw any assistance at its sole discretion.

In all ways therefore, and at all times, the Contractor will be required and expected to be totally self-sufficient.

3.8.4 Relaxation

Unless specifically agreed to by both contracting parties and recorded in writing, the relaxation by either party of one or more requirements of this agreement must not be seen as a precedent for the remainder of the contract.

5. TRADE NAMES OR PROPRIETARY PRODUCTS

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

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

6. EMPLOYMENT OF SECURITY PERSONNEL

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

7. FORMS FOR CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

C.6 SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Insert new clause 1.1A with the following:

1.1A "Commencement Date" means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).

1.1B "Conditions of Contract" means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

1.26 'Supplier' means the provider of Goods and / or Services with whom the Contract is concluded also referred to as "contractor" in the GCC.

1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

1.28 "Working Day" means Monday to Friday excluding weekends and Public Holidays (in the Republic of Sotuh Africa).

3. General Obligations

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

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

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

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

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

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

3.5 The Supplier shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 The Purchaser shall:

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

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

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

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

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

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

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

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

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

Add the following after clause 5.4:

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

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

5.6 Publicity and publication
The Supplier shall not release public or media statements or publish material related to the services or agreement within two (2) years of Delivery of the Goods, without the written approval of the Purchaser, which approval shall not be unreasonably withheld.

5.7 Confidentiality
Both Parties shall keep all information obtained by them in the context of the agreement, confidential and shall not divulge it without the written approval of the other Party.

5.8 Intellectual Property

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

5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, unless the Parties expressly agree otherwise in writing.

5.8.3 The Supplier shall, and warrants that it shall:

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

5.8.3.2 not modify, add to, change or alter the Purchaser's Intellectual Property, or any information or data related thereto, nor may the Supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Purchaser;

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

5.8.3.4 Comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the CCT Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the Supplier from time to time;

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

5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Supplier of any third party's Intellectual Property rights.

5.8.5 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following after clause 5.8:

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

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

5.9.1 that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;

5.9.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;

5.9.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;

5.9.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;

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

5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and

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

5.10 **PERFORMANCE MONITORING**

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

7. Performance Security

Delete clause 7.1 and replace with the following:

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

If the performance security is not submitted within the specified timeframe, the COCT reserves the right to approach the alternative tenderer.

Supplier performance security is crucial for managing risks, ensuring compliance with contractual obligations, maintaining stringent quality standards, achieving uninterrupted operational continuation.

7.1.1 For the Guarantee Sum being **7%** percent of the Contract price per Area.

7.1.2 The Performance Security/Guarantee furnished shall be issued by an Approved Financial Institution listed in the Pro Forma Performance Security/Guarantee as at [23rd February 2023] (being institutions approved for issue of contract guarantees by the Purchaser).

Delete clause 7.3 and replace with the following:

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

Delete clause 7.4 and replace with the following:

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for Delivery of the goods shall be the date as stated on the Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the “goods” does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.

10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services have been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the Purchaser determines that the Goods and/or Services have been satisfactorily delivered, the Purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of such written acceptance of the Goods.

11. Insurance

Add the following after clause 11.1:

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

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

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

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

[11.2.4 In the case of Contracts for delivery of professional services, Professional indemnity insurance providing cover in an amount of not less than [**R5 million]** in respect of each and every claim during the contract period.]

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

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

15. Warranty

Add to Clause 15.2:

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

16. Payment

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

16.1 Payment of invoices will be made:

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

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

II. Cash Flow Statement Disclosure: The City reserves the right to request the successful bidder's Cash Flow Statement. This statement shall provide a comprehensive breakdown of sources and uses of cash during a specific period, enabling the City to gain valuable insight into the company's ability to generate cash and fulfill its financial obligations as required for the contract. This information will be crucial in assessing the bidder's financial stability and suitability for the Contract.

III. The City reserves the right to refrain from awarding the contract if it becomes evident that the supplier lacks financial stability. The determination of financial stability shall be at the sole discretion of the City, based on relevant financial documents and assessments provided by the supplier. Additionaly, the City may request additional information or conduct further evaluations as deemed necessary to ascertain the supplier's financial standing.

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

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

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

Add the following after clause 16.4

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

17. Prices

Add the following after clause 17.1

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

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

17.4 The prices for the goods and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 Contract Price Adjustment.
If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources"** and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "**Price Basis for Imported Resources"** (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **CCT's** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

17.5.1 Adjustment for variations in rates of exchange:

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

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

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

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

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

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

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

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

17.53.2 Adjustment for variations in customs surcharge and customs duty

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

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

I. **Cleanliness Level 3 Penalty**
   a. **20% forfeiture** of the applicable suburb or portion thereof for non-compliance with cleanliness standards.
   b. An additional **5% forfeiture** for failure to meet the required standard within the specified period.

II. **Cleanliness Level 4 Penalty**
   a. **30% forfeiture** of the applicable suburb or portion thereof for non-compliance with cleanliness standards.
   b. An additional **5% forfeiture** for failure to meet the required standard within the specified period.

III. **Missed Inspection Penalty**
   a. **R350** will be deducted from the monthly invoice for every missed inspection.

IV. **Sale of Bags Penalty**
   a. **R100** per bag for each bag found for sale that was issued to the contractor, deducted from the subsequent invoice.

V. **Non-compliant Refuse Bags Penalty**
   a. **R100** for each non-compliant bag (not filled or used as prescribed), deducted from the next invoice.

VI. **Vehicle Breakdown Penalty**
   a. **R2,500** penalty for the first 24 hours beyond the 72-hour deadline to provide alternative transport after a vehicle breakdown.
   b. **R5,000** penalty per day for each additional 24-hour period thereafter.

VII. **Late Submission of Audit Documents Penalty**
   a. **R1,000** per day for late submission of required audit documents after a request for submission.

VIII. **Plan of Action Submission Penalty**
   a. **R5,000** for each week of non-compliance in submitting the Plan of Action.
   b. Failure to submit within **four weeks** may lead to a **Breach of Contract** and potential termination.

IX. **Suburb-Wide Penalty for Illegal Dumping**
   a. **R50,000** per offense for illegally dumping waste at a private facility, plus the cost of proper disposal at an approved facility.

X. **Failure to Attend Monthly Meetings Penalty**
   a. **R2,000** for every missed monthly meeting.

XI. **Waste Transport & Removal**

a. The Contractor is responsible for the transport of all collected waste. All bagged waste must be removed daily and transported to a registered landfill site as directed by the City of Cape Town (CCT) representative.

i. If bagged waste is **not removed daily**, a **penalty of R2,500** will be imposed.

ii. If an area is found to be at **Level 3 (Unacceptable)** or **Level 4 (Totally Unacceptable)** due to bags not being removed or bags being broken (causing waste spillage), a **cleanliness penalty of R2,500 per suburb** will be imposed.

These penalties will be deducted from the contractor's monthly invoices and are subject to the specified conditions.

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

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

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

23.8.4 Reputational risk or harm to the Purchaser

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

a) reports of poor governance and/or unethical behaviour;
b) association with known notorious individuals and family of notorious individuals;
c) poor performance issues, known to the Purchaser
d) negative social media reports;
e) adverse assurance (e.g. due diligence) report outcomes; or
f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.48), where the person is or was negatively implicated in any SCM irregularity.

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

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or
26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

(a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;

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

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the Contract and may be given as set out hereunder and shall be deemed to have been received when:

a) hand delivered – on the day delivery of delivery or the next Working Day,
b) sent by registered mail – five (5) Working Days after mailing,
c) sent by email or telefax – one (1) Working Day after transmission.

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations

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

C.7 GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 'Day' means calendar day.

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

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

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

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

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

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

1.14 'GCC' means the General Conditions of Contract.

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

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

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

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

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

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

1.21 'Purchaser' means the organisation purchasing the goods.

1.22 'Republic' means the Republic of South Africa.

1.23 'SCC' means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly

notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the Parties by amendment of contract.

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of

the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

28. Limitation of Liability

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is

between Parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

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

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

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker's Warranty

Broker Logo

Letterhead of supplier's Insurance Broker

Date _____

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.**:* ***319S/2024/25

TENDER DESCRIPTION: Provision Of Area Cleaning Services in Sandy Areas

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

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

Annexure B – Monthly Project Labour Report

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
2 Incomplete / incorrect / illegible forms will not be accepted.
3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

5 If a field is not applicable insert the letters: NA
6 Only the Project Number supplied by the Corporate EPWP Office must be inserted. The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.
9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certied ID copy must accompany this labour report on submission.
10 Was the beneficiary sourced from the City's job seeker database?
11 The contract end date as stated in the beneficiary's employment contract.
12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

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

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

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

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

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

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

R														

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:		Year	Month	Sheet		
				1	of	

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

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

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

Annexure C - Pro Forma Performance Security/ Guarantee

GUARANTEE PERFORMANCE SECURITY

GUARANTOR *DETAILS AND DEFINITIONS*

"Guarantor" means: .....

Physical address of Guarantor: .....

"Supplier" means: .....

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

Amount in words: .....

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

Amount in words: .....

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

PERFORMANCE GUARANTEE

1. *The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.*

2. *The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.*

3. *The Guarantor hereby acknowledges that:*

    3.1 *any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;*

    3.2 *Its obligation under this Guarantee/Performance Security is restricted to the payment of money.*

4. *Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the CCT the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:*

    4.1 *A copy of a first written demand issued by the CCT to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;*

    4.2 *A first written demand issued by the CCT to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.*

5. *Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the CCT the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:*

    5.1 *The Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or*

    5.2 *a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and*

5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, the CCT shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the CCT's bank compounded monthly and calculated from the date payment was made by the Guarantor to the CCT until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. The CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.

10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

11. This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.

12. This Guarantee/Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

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

Capacity .....

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

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 28 February 2023) approved for issue of contract guarantees to the City:

National Banks
ABSA Bank Limited
Firstrand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

International Banks (with branches in South Africa)
Barclays Bank PLC
Citibank NA
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JPMorgan Chase Bank
Societe Generale
Standard Chartered Bank

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

Annexure D - Pro Forma Advance Payment Guarantee

Not Applicable

Annexure F - Tender Returnable Documents

F.1: Contract Price Adjustment and/or Rate of Exchange Variation

1. TENDER CONDITIONS

1.1 The Contract Price Adjustment (CPA) mechanism and/or provisions relating to Rate of Exchange (RoE) Variation, contained in this schedule is compulsory and binding on all Tenderers/Suppliers and this schedule (the parts relevant to the particular tender) must be completed by all Tenderers / Suppliers.

1.2 Tenderers/Suppliers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule.

1.3 Tenderers are not permitted to offer fixed and firm prices except as provided for in the Price Schedule.

2. CPA PROVISIONS SELECTION

2.1 The prices stipulated on the Price Schedule are subject to adjustment as set out below.

2.2 Tenderer to indicate the specific CPA and/or RoE provisions applicable to their bid by marking the relevant checkboxes below. Tenderers to note that the CPA and/or RoE provisions are not exclusive and multiple CPA Types can exist if the bid contains both local and foreign exchange based pricing. In such cases the CPA and/or ROE provision applies only to that particular portion of the tendered price.

2.3 The CPA and/or RoE provisions applicable to this tender and resulting contract are to be indicated below by checking the relevant boxes (with multiple selections only where indicated permissible):

	Indicate option	CPA Type	Period	Refer to Section
A	N/A	**FIRM PRICES** as per Pricing Schedule	Annual	*Pricing Schedule C.4 and Schedule F.1 (A)*
		LOCAL (RSA) TENDER CONTENT:		
		EITHER		
B	N/A	SEIFSA Index based CPA	Monthly / Quarterly	*Schedule F.1 (B)*
		OR		
C	N/A	Pricelist / Quotation Based CPA	Ad-Hoc	*Schedule F.1 (C)*
		OR		
D	X	STATS SA CPI Index Based CPA	Annually	*Schedule F.1 (D)*
		OR/AND		
E	X	Sectorial Determination 1:Contract Cleaning Sector	Annually	*Schedule F.1 (E)*
		OR		
E	N/A	Sectorial Determination 6: Private Security Sector	Annually	*Schedule F.1 (E)*
		IMPORTED GOODS AND / OR COMPONENTS (IF APPLICABLE		
F	N/A	ROE based CPA	Ad-Hoc	*Schedule F.1 (F)*
		AND (IF REQUIRED), EITHER		
G	N/A	Pricelist / Quotation based CPA	Ad-Hoc / Periodic	*Schedule F.1 (G)*

		OR		
H	**N/A**	Overseas CPI / PPI index based CPA	Ad-Hoc / Periodic	*Schedule F.1 (H)*

2.4 CPA and/or RoE provisions marked as **not applicable** is not relevant and will not apply to this tender and resulting contract.

3. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

3.1 Any claim for variation in the contract price (either CPA or RoE adjustments) must be submitted in writing:

1. By letter to: Director (**Urban Waste Management Waste Service /Rustim Keraan**), City of Cape Town,
   P O Box 655, Cape Town, 8000 or

2. By email to: **Sonwabo.Kwinana@capetown.gov.za**

at least 14 days prior to the month upon which the adjustment would become effective in the case of prices being set in advance, and as soon as relevant indices are available and no later than 60 days after the date of delivery of goods or the completion of the project (i.e. date of issue of the Taking-Over Certificate, if applicable) in the case of adjustments being claimed retrospectively for Goods or Services. The latter case is only applicable where specifically provided for in the CPA provisions.

3.2 When submitting a request for CPA and/or RoE adjustment the Supplier shall indicate the Rand Value claimed for each item listed on C.4 - Price Schedule, clearly indicating the item number as per C.4 - Price Schedule. Percentage increases will not be considered. A mere notification of a request for CPA without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid request.

3.3 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 CPA or RoE adjustments. Price adjustments will not be processed until such time as the Supplier submits such auditor's certificates or other documentary proof to the CCT. Should the Supplier fail to submit the auditor's certificates or other documentary proof to the CCT within 30 days from the written request, it shall be presumed that the Supplier has abandoned his request.

3.4 The CCT reserves the right to withhold payment of any claim for adjustment while only provisional figures are available and until such time as the final (revised) figures are issued by the relevant authority.

3.5 The CCT will confirm in writing once processing of the CPA or RoE adjustments have been completed including the effective date of the adjustments.

3.6 Where pricelist-based and other non-index based CPA requests are investigated and found to be not reasonable and market related, the CCT reserves the right to reject such requests. Where disputes arise with respect to such rejected requests the CCT reserves the right to procure the Goods from other available Suppliers until such time as the dispute is resolved.

3.7 Unless indicated otherwise in the relevant schedule below, the adjustment will apply to all Purchase Orders or Purchase Order lines where the delivery date is on or after the effective date of the adjustment.

F.1 (D) LOCAL SOUTH AFRICAN CONTENT - STATS SA CONSUMER PRICE INDEX

1. Applicable where the Tenderer/Suppliers has indicated their tendered prices are subject to adjustment based on changes in the Statistics South Africa (STATS SA) Consumer Price Indices.

2. A minimum of 10% of the contract price as per C.4 Pricing Schedule shall be fixed and free of variation for the duration of the contract.

3. A total of 90% of the contract price as per C.4 Pricing Schedule shall be adjusted annually in accordance with clause 5 below.

4. The Contract Price(s) shall remain FIRM for the first 12 calendar months from date of Commencement Date of Contract and Suppliers are not permitted to requests CPA during this period.

5. The Contract Price(s) will thereafter be subject to adjustment annually based on the average percentage of change over 12 months as published by STATS SA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:

    5.1 CPA applicable from the start of the 13th month to the end of the 24th month calculated as follows:
        a) The base month for the price adjustment being three (3) calendar months prior to Commencement Date of Contract; and
        b) The end month shall be three (3) calendar months prior to the 12th month.

    5.2 CPA applicable from the start of the 25th month to end of the 36th month calculated as follows:
        a) The base month for the price adjustment shall be three (3) calendar months prior to the 13th month; and
        b) The end month shall be three (3) calendar months prior to 24th month.

    5.3 The average CPI percentage will be calculated using the base month to the end month (both included) divided by the number of months. (12 months totalled/12 to achieve the average CPI)

6. Subject to prior approval by the CCT delegated authority, in the event of any extension of the contract period, the CPA applicable beyond month 36th of the contract will follow the same principle in determining the base month (i.e. 3 calendar months prior to 25th month) and end date (3 calendar months prior to 36th month) as outlined above.

F.1. (E) LOCAL SOUTH AFRICAN CONTENT – SECTORIAL DETERMINATION

1. Applicable where the Tenderer/Suppliers has indicated their tendered prices are subject to adjustment based on changes in the Sectorial Determination for **Cleansing Sector and National Bargaining Council for the Road Freight and Logistics Industry.**

2. The labour variation shall be based on the annual increase from the Department of Labour as Per Sectorial Determination 1: Contract Cleaning Sector.

3. The contract price per item which is subject to the Sectorial determination, shall be adjusted **annually**, and the adjusted contract price shall be applicable for purchase orders issued during the following full calendar month.

4. The base month for CPA calculations shall be the calendar month of the closing date for tenders, and the Sectorial Determination valid at closing date of tender shall be used.

5. Adjusted month for CPA calculations of the contract prices per item in C.4 - Price Schedule shall be calculated based upon the annual Sectorial Determination published by the Department of Labour and the relevant National Bargaining Council.

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

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

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

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

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

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

   Account Holder: _____
   Financial Institution: _____
   Branch Code: _____
   Account No.: _____

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

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

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

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

Schedule F.3: Declaration for Procurement above R10 million

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

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

YES		NO	

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

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

YES		NO	

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

2.2 If YES, provide particulars:

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

YES		NO	

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

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

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

YES		NO	

If YES, furnish particulars below

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

_____ _____

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

Date

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

1. GENERAL CONDITIONS

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

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

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

The applicable preference point system for this tender is the 90/10 preference point system.The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

The following definitions shall apply to this schedule:

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

POINTS AWARDED FOR PRICE

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

90/10

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State	To be Completed by the Tenderer
	Number of points Allocated (90/10 system)	Number of points claimed (90/10 system)
Gender	3	
Race	3	
Disability	1	
Promotion of Micro and Small Enterprises	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm…….

5.4 Company registration number: ……...

5.5 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[Tick applicable box]

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

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

Signature of Tenderer	*Date*	*Name and Surname*	*Address*

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

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

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

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

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

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

   3.2 Identity Number: _____

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

   3.4 Company or Close Corporation Registration Number: _____

   3.5 Tax Reference Number: _____

   3.6 VAT Registration Number: _____

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

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

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

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

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

   3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
      3.12.1 If yes, furnish particulars: _____

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
3.13.1 If yes, furnish particulars: _____

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

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

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

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

Full Name	Identity Number	State Employee Number

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

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

_____ _____

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

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

(a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;

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

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

Schedule F.6: Conflict of Interest Declaration

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

YES		NO	

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

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

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

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

YES		NO	

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

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

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

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

_____ _____

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

Date

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

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

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

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

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

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

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

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

_____ _____

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

Date

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

To: THE CITY MANAGER, City of Cape Town

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

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

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **319S/2024/25** and tender description: **Removal and Disposal of Refuse from Shipping Container Storgae Areas in Informal Settlements** in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

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

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

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

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

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

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

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

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

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

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/o/r may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

_____ _____

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

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

Schedule F.10: Proposed Deviations And Qualifications By Tenderer

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

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

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

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

List relevant documentation attached in Schedule F.10 below.

_____ _____

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

Date

Schedule F.11: List of Other Documents Attached By Tenderer

The tenderer has attached to this schedule, the following additional documentation:		
	Date of Document	**Title of Document or Description (refer to clauses / schedules of this tender document where applicable)**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

_____ _____

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

Date

Schedule F.12: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

_____ _____

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

Date

Schedule F.13: Information to Be Provided With the Tender

The following information shall be provided with the Tender:

A. Proof of registration as an Accredited Waste Management Service Provider in accordance with City of Cape Town's Accreditation policy. Tenderers must submit documentation proving that they are an accredited Waste Service Provider.

B. Company's relevant experience in waste management must be listed in Annexure F.1 with contactable references. Bidders must provide relevant company reference letters that are no more than five years old from the date of the tender advertisement .If the work was completed more than five years ago, companies must obtain documentation dated within the last five years, endorsed by the company where the work took place, to demonstrate prior experience.

C. The Operations Coordinator / Contract Lead / Operations Manager to be employed by the Bidder and must be operational during the contract must have managerial/operations experience in waste management or waste management projects with a minimum NQF Level 6 Qualification listed in **Annexure I OR** any NQF Level 7 or above qualification. Bidders must attach an updated detailed CV showing relevant previous experience with contactable references (Annexure F.2). Bidders are responsible for verifying references and ensuring they are contactable, as the CCT will conduct reference checks. If all contactable references cannot be reached, the bidder will not be scored.

D. Vehicles must not be more than 5 years old (60 months old) from the date of tender advertisement. For owned vehicles, tenderers **MUST** attach proof of ownership. Tenderers to note that only vehicle registration certificate in the tenderers name will be accepted, tenderers who fail to attach the vehicle registration certificate will not be allocated points for owned vehicles. **Vehicle age will be evaluated as per the "Date of Liability" inscribed on the registration certificate.**

For hired / leased vehicles tenderers must submit a signed (By Both Parties) draft lease agreement indicating the following information: Vehicle Make, Model, Type and Year of registration (Date of Liability) **must be clearly stated on the corresponding draft lease agreements**

For vehicles to be purchased, Tenderers must submit provisional approval of finance from an authorised financial institution/ credit facility/ funding institutions for all quotations obtained in respect of purchasing of vehicles**. Proof of provisional financing made available by the authorised financial institution/ credit facility/ funding institutions must be sufficient to cover the cost of all the vehicles to be purchased for this specific Tender**. The quotation, together with the proof of available finance, will be used to measure the number of vehicles that the tenderer will be able to purchase.

Note: In the event that vehicles fall in more than one evaluation area, each category's points will be calculated and the sub-totals will be summed to calculate the total functionality points for vehicles. Age of vehicles will be evaluated by the date of liability indicated on the vehicle registration documents.

_____ _____

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

Date

Schedule F.14: Appeal Application

annexure 'B'

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

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

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur amptelike kontantvangs masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0

PROFIT CENTRE:

1	3	0	5	0	0	0	1

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

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

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

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur amptelike kontantvangs masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0

PROFIT CENTRE:

1	3	0	5	0	0	0	1

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM
12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 298 CAPE TOWN 8000
www.capetown.gov.za

Making progress possible. Together.

ANNEXURE F.1

COMPANY'S PREVIOUS AND RELEVANT EXPERIENCE

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

INDIVIDUAL STAFF EXPERIENCE

NAME AND SURNAME	DESIGNATION	YEARS OF EXPERIENCE	TYPE OF QUALIFICATION (ATTACH PROOF	CONTACTABLE REFERENCES

PARTICULARS OF ALL VEHICLES AVAILABLE, TO BE UTILISED FOR THIS CONTRACT

Tenderers to list all vehicles to be made available for use under this Contract. Tenderers to indicate if the vehicle is Owned by the Tenderer, will be Purchased or Hired/Leased (Proof under each category must be submitted). Should Tenderers wish to bid for more than one Area, Tenderers to also list additional vehicles that they may make available for use under this contract and submit required proof (This will be used to assess the additional capacity of the Tenderer should the City decide to award more than 1 Area to the Tenderer).

Type/Model of Vehicle	Make	Registration No.	Capacity (tonnage/cubic meter)
Owned By Tenderer: (Proof of Vehicle Registration Papers to be submitted)			
To be Purchased/Hired/Leased: (Quotations and Bank pre approval or Quotations and Lease/Hire Purchase Agreements			

NOTE:
Council reserves the right to inspect the above vehicles prior to commencement of the contract and throughout the duration of the Contract.

CLEANSING STANDARDS OF CLEANLINESS:
FORMALISED SUBURBS

LEVEL 1: DESIRED LEVEL OF CLEANLINESS	LEVEL 2: MINIMUM LEVEL OF CLEANLINESS

LEVEL 3: UNACCEPTABLE LEVEL OF CLEANLINESS	LEVEL 4: TOTALLY UNACCEPTABLE LEVEL OF CLEANLINESS

ANNEXURE H

SUMMARY OF ALL PENALTIES APPLICABLE TO THIS TENDER

1. Cleanliness Level 3 Penalty
a. 20% forfeiture of the applicable suburb or portion thereof for non-compliance with cleanliness standards.
b. An additional 5% forfeiture for failure to meet the required standard within the specified period.

2. Cleanliness Level 4 Penalty
a. 30% forfeiture of the applicable suburb or portion thereof for non-compliance with cleanliness standards.
b. An additional 5% forfeiture for failure to meet the required standard within the specified period.

3. Missed Inspection Penalty
a. R350 will be deducted from the monthly invoice for every missed inspection.

4. Sale of Bags Penalty
a. R100 per bag for each bag found for sale that was issued to the contractor, deducted from the subsequent invoice.

5. Non-Compliant Refuse Bags Penalty
a. R100 for each non-compliant bag (not filled or used as prescribed), deducted from the next invoice.

6. Vehicle Breakdown Penalty
a. R2,500 penalty for the first 24 hours beyond the 72-hour deadline to provide alternative transport after a vehicle breakdown.
b. R5,000 penalty per day for each additional 24-hour period thereafter.

7. Late Submission of Audit Documents Penalty
a. R1,000 per day for late submission of required audit documents after a request for submission.

8. Plan of Action Submission Penalty
a. R5,000 for each week of non-compliance in submitting the Plan of Action.
b. Failure to submit within four weeks may lead to a Breach of Contract and potential termination.

9. Suburb-Wide Penalty for Illegal Dumping
a. R50,000 per offense for illegally dumping waste at a private facility, plus the cost of proper disposal at an approved facility.

10. Failure to Attend Monthly Meetings Penalty
a. R2,000 for every missed monthly meeting.

11. Waste Transport & Removal
a. The Contractor is responsible for the transport of all collected waste. All bagged waste must be removed daily and transported to a registered landfill site as directed by the City of Cape Town (CCT) representative.
b. If bagged waste is not removed daily, a penalty of **R2,500** will be imposed.
c. If an area is found to be at **Level 3 (Unacceptable)** or **Level 4 (Totally Unacceptable)** due to bags not being removed or bags being broken (causing waste spillage), a **cleanliness penalty of R2,500 per suburb** will be imposed.

ANNEXURE I

Relevant NQF Level 6 Qualifications for Operations Coordinator / Contract Lead / Operations Manager in the Waste Management Services Industry

NQF Level	Qualification Description	Yes/No	Name of Key Personal if Yes
NQF Level 6	National Certificate in Environmental Health		
NQF Level 6	National Certificate in Occupational Health and Safety		
NQF Level 6	National Certificate in Waste Management		
NQF Level 6	National Certificate in Water Care		
NQF Level 6	National Diploma in Chemical Engineering		
NQF Level 6	National Diploma in Civil Engineering		
NQF Level 6	National Diploma in Environmental Engineering		
NQF Level 6	National Diploma in Environmental Health		
NQF Level 6	National Diploma in Environmental Management		
NQF Level 6	National Diploma in Environmental Technology		
NQF Level 6	National Diploma in Geomatics		
NQF Level 6	National Diploma in Health and Safety Management		
NQF Level 6	National Diploma in Industrial Engineering		
NQF Level 6	National Diploma in Logistics and Transport Management		
NQF Level 6	National Diploma in Logistics Management		
NQF Level 6	National Diploma in Mechanical Engineering		
NQF Level 6	National Diploma in Municipal Infrastructure		
NQF Level 6	National Diploma in Municipal Management		
NQF Level 6	National Diploma in Municipal Governance		
NQF Level 6	National Diploma in Nature Conservation		
NQF Level 6	National Diploma in Occupational Health and Safety		
NQF Level 6	National Diploma in Operations Management		
NQF Level 6	National Diploma in Project Management		
NQF Level 6	National Diploma in Resource Management		
NQF Level 6	National Diploma in Safety Management		
NQF Level 6	National Diploma in Supply Chain		

	Management		
NQF Level 6	National Diploma in Sustainable Development		
NQF Level 6	National Diploma in Traffic and Transport Engineering		
NQF Level 6	National Diploma in Transport Management		
NQF Level 6	National Diploma in Urban and Regional Planning		
NQF Level 6	National Diploma in Urban Planning		
NQF Level 6	National Diploma in Wastewater Management		

FOR INFORMATION PURPOSES ONLY

Disposal Control Sheet

Company Name _____ **Vehicle Registration** _____

Date	Site Arrival Time	Origin of Waste	Disposal Site Time In	Disposal Site Time Out	Tonnage	Area Supervisor: Confirmation	Driver Confirmation (Initial only)

Document Controller Name: _____ Signature: _____

ANNEXURE K

FOR INFORMATION PURPOSES ONLY

FORMAL SANDY AREAS CLEANSING MONITORING FORM

Contractors company name:_____Date of inspection: _____ Day inspection no.: _____

Name of Contract Management Senior Foreman: _____

Name of Suburb	Inside Suburb				Periphery (100m)				Bags and Dumping Removed				General Cleanliness Rating (is worst score excluding illegal dumping)	Date by when Corrective Action must be taken
	1	2	3	4	1	2	3	4	1	2	3	4	1, 2, 3 or 4	

Is there any builder's rubble to be cleared by Specialized Services? (Yes/No) _____ If 'yes' where_____

Has the Bags been lying in the area for more than 24 hours? (Yes/No) _____ If 'yes' where _____

Has the illegal dumping (other than builder's rubble been removed) (Yes/No) _____If no give details: _____

Any other comments for noting and reporting: _____

_____

Staff compliment on site for the inspected week	Monday	Tuesday	Wednesday	Thursday	Friday	Total
Specified Compliment (Mon-Fri)						
Actual Compliment (Mon-Fri)						

Has there been any protest action/community unrest during the week of this report? (Yes/No) _____if yes give detail: _____

Are the workers wearing their protective clothing (all items)? (Yes/No) _____ If 'no' give details: _____

Do the workers have their tools? (Yes/No) _____ If 'no' give details: _____

_____

We, hereunder, all certify that the above information is correct, noted and that I am aware of any problems indicated in this report.
Signature of Contractor/Representative_____ Name printed_____ Date_____

Signature of Senior Foreman_____ Name printed_____Date _____

Captured by: _____Date: _____ Financial penalty to be imposed (Yes/No) _____

Signature of Head: Contract Management _____ I confirm that Notice of Corrective Action has been sent to contractor on _____