


<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <b>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</b>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 1 of 154

**TENDER NO: 126C/2021/22**

**TENDER DESCRIPTION: APPOINTMENT OF INDEPENDENT PROFESSIONAL SERVICE PROVIDER FOR THE INTEGRITY MANAGEMENT OF GROUNDWATER MONITORING INFRASTRUCTURE, SAMPLING AND INTERPRETATION OF WATER QUALITY DATA AT SOLID WASTE MANAGEMENT FACILITIES**

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

## VOLUME 1: TENDERING PROCEDURES

**CLOSING DATE:** 07 DECEMBER 2021

**CLOSING TIME:** 10:00 a.m.

**TENDER BOX  
NUMBER:** 141

**TENDER FEE:** R200.00

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

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

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

<b>TENDER SERIAL NO.:</b>
<b>SIGNATURES OF CITY OFFICIALS AT TENDER OPENING</b>
1
2
3

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## VOLUME 1: THE TENDER

### (1) GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : **05 November 2021**
- SITE VISIT/CLARIFICATION MEETING** : 10h00 on 16 November 2021 (online)  
(Not compulsory, but strongly recommended)
- VENUE FOR SITE VISIT/CLARIFICATION MEETING** : The meeting will take place via Skype, meeting link:  
<https://meet.capetown.gov.za/angelo.debruyn/NVP89KK0> .
- TENDER BOX & ADDRESS** : **Tender Box as per front cover** at the **Tender &Quotation Boxes Office**, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
- : The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement **“TENDER NO. 126C/2021/22: APPOINTMENT OF INDEPENDENT PROFESSIONAL SERVICE PROVIDER FOR THE INTEGRITY MANAGEMENT OF GROUNDWATER MONITORING INFRASTRUCTURE AND INTERPRETATION OF WATER QUALITY DATA AT SOLID WASTE MANAGEMENT FACILITIES**, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.
- If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer’s responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

**CCT TENDER REPRESENTATIVE**

[Name: Adiel De Bruyn

Tel. No.: (021) 487 2691]

Email: [Adiel.debruyn@capetown.gov.za](mailto:Adiel.debruyn@capetown.gov.za)

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

## (2) CONDITIONS OF TENDER

### 2.1 General

#### 2.1.1 Actions

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

**The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract. Please refer to this document contained on the Employer's website.**

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

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

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

#### 2.1.2 Interpretation

**2.1.2.1** The additional requirements contained in the returnable documents are part of these Conditions of Tender.

**2.1.2.2** These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender.

#### 2.1.3 Communication during tender process

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

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

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

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

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

## **2.1.5 Procurement procedures**

### **2.1.5.1 General**

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

The CCT intends to appoint two tenderers (the highest ranked tenderer ("the winner") and in addition one "standby tenderer") for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods or services on a "winner-takes-all" basis, whereby the order will always be offered and, if accepted, allocated to the highest ranked tenderer ("the winner"), and only if he refuses will the work be offered to the next highest ranked tenderer from the standby tenderers).

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

### **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 Alternative Bidder**

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

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

### **2.1.6.1 Disputes, objections, complaints and queries**

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

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

### **2.1.6.2 Appeals**

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

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

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

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

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

**Via hand delivery at:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

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

**Via fax at:** 021 400 5963 or 021 400 5830

**Via email at:** [MSA.Appeals@capetown.gov.za](mailto:MSA.Appeals@capetown.gov.za)

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

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

**Via hand delivery at:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

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

**Via fax at:** 086 202 9982

**Via email at:** [Access2info.Act@capetown.gov.za](mailto:Access2info.Act@capetown.gov.za)

### **2.1.7 City of Cape Town Supplier Database Registration**

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

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

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

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

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

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

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

## 2.2 Tenderer's obligations

### 2.2.1 Eligibility Criteria

**2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.**

#### 2.2.1.1.1 Submit a tender offer

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

#### 2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

#### 2.2.1.1.3 Compulsory clarification meeting

Not applicable.

#### 2.2.1.1.4 Professional indemnity insurance

In order to be declared responsive, the tenderer must hold valid Professional Indemnity (PI) insurance providing cover in an amount of not less than **R5 000 000** in respect of each and every claim during the period of insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the Tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be submitted with the tender, appended to the Schedule 15.



### 2.2.1.1.5 Key personnel professional body registration

In order to be declared responsive, the tenderer must have the following key personnel indicated below.

#### i) Project Manager

The Project Manager must be a Geohydrologist (Pr. Sci Nat) who is registered as a Professional Scientist with the South African Council for Natural Scientific Professions (SACNASP) ) in terms of the Natural Scientific Professions Act (Act 27 of 2003).

#### ii) Geohydrological Scientist or Water Quality Scientist

The Geohydrological Scientist or Water Quality Scientist must be registered as a Professional Scientist (Pr. Sci Nat) with the South African Council for Natural Scientific Professions (SACNASP) ) in terms of the Natural Scientific Professions Act (Act 27 of 2003).

Where required, the professional registration numbers of the key personnel must be indicated on the Annexure 15B titled Key Personnel, Volume 2: Returnable Schedules. The *curriculum vitae* of all key personnel (including sub-consultants), must be submitted with the tender submission, appended to this Schedule. The curriculum vitae to contain the following detail; Personal Details, Education qualifications, Membership of Professional Organisations and Institutions, Work Experience and Key Project Experience.

Proof of valid Membership of Professional Organisations and Institutions must be appended to Schedule 15.

### 2.2.1.1.6 Minimum score for functionality

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

In submitting tenders, the following submission deliverables are compulsory;

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

Evaluation Criteria	Evaluation Area	Breakdown of evaluation area	Weight
<b>Company Experience</b>	The service provider needs to demonstrate experience in water quality monitoring, groundwater assessment and interpretation projects undertaken in the last 5 years in contaminated land and pollution management disciplines that are of similar nature to the key activities as described in the Scope of Works. Track record of company (complete Annexure 15A)	1 – 2 projects (10 points)	<b>45</b>
		> 2 – 4 projects (15 points)	
		> 4 – 6 projects (25 points)	
		> 6 – 8 projects (35 points)	
		> 8 projects (45 points)	
<b>Key personnel Experience</b> Relevant proven experience of personnel that will be allocated to perform the duties specific to interpretation, assessment and monitoring of water quality. (complete Annexure 15B)	Project Manager : Geohydrologist (Pr. Sci Nat)	0 – 2 years (5 points)	<b>30</b>
		> 2 – 4 years (10 points)	
		> 4 – 6 years (20 points)	
		> 6 years (30 points)	
	Water quality / Geohydrological Scientist (Pri. Sci. Nat)	0 – 3 years (5 points)	<b>15</b>
		> 3 – 6 years (10 points)	
		> 6 years (15 points)	
	Environmental technician / assistant	0 – 2 years (5 points)	<b>10</b>
		> 2 – 5 years (8 points)	
		> 5 years (10 points)	
	<b>Total</b>		<b>100</b>

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

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

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

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

**a) Company Experience:**

The service provider needs to demonstrate experience specific to groundwater infrastructure integrity management, geohydrology, assessment of monitoring borehole infrastructure, refurbishment of groundwater monitoring infrastructure, water quality monitoring, groundwater assessment and interpretation projects undertaken in the last 5 years in contaminated land and pollution management disciplines that are of similar nature to the key activities as described in the Scope of Works. The track record of service provider to be completed on Annexure 15A.

**b) Key Personnel**

**i) Project Manager**

The Project Manager must be a Geohydrologist who is registered as a Professional Scientist (Pr. Sci Nat) with the South African Council for Natural Scientific Professions (SACNASP), with 5 years post professional registration experience in groundwater quality and infrastructure integrity management, water quality analyses and interpretation of information. Importantly, a geohydrologist familiar with Piper diagrams is essential. It is required that the Project Manager has experience in waste management remediation or contamination reporting in addition to being a water quality specialist.

**ii) Geohydrological Scientist or Water Quality Scientist**

The Geohydrological Scientist or Water Quality Scientist must be registered as a Professional Scientist (Pr. Sci Nat) with the South African Council for Natural Scientific Professions (SACNASP), with 3 years post professional registration experience in groundwater infrastructure, pollution plume investigations, mitigation and remediation measures for groundwater, conducting water quality analyses and interpretation of analytical data inclusive of trending and spatial mapping.

**iii) Site Supervisor**

A site Supervisor with 3 years' experience in groundwater environment must be allocated for the full time supervision of any site works and must demonstrate sufficient experience in assessment of groundwater infrastructure, de-silting, installation of groundwater infrastructure, sampling of groundwater, surface water and checking of field parameters.

**iv) Environmental Technician / Assistant**

The Environmental Technician or Assistant must have 3 years experience in water quality related field with exposure to sampling and interpretation.

**Key personnel experience**

As the work required in terms of this tender is considered to be of a scientific complex nature, requiring considerable expertise, it is essential that suitably qualified and experienced personnel be assigned to this project.

Should it become necessary to replace any of the project team members listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or higher qualification and experience, who satisfy the minimum requirements and then only with the written approval of the Employer. It is a requirement that the personnel can demonstrate suitable experience related to specific aspects of this enquiry. This information must be included in the CV's for each of the personnel that will be allocated to this tender.

Where required, the professional registration numbers of the key personnel must be indicated on the Schedule 15B titled Key Personnel, Volume 2: Returnable Schedules. The *curriculum vitae* of all key personnel (including sub-consultants), must be submitted with the tender submission, appended to this Schedule. The curriculum vitae to contain the following detail; Personal Details, Education qualifications, Membership of Professional Organisations and Institutions, Work Experience and Key Project Experience.

#### **2.2.1.1.7 Local production and content**

**Not Applicable**

#### **2.2.1.1.8 Pre-qualification criteria for preferential procurement**

Not Applicable

#### **2.2.1.1.9 Provision of samples**

Not Applicable

### **2.2.2 Cost of tendering**

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

### **2.2.3 Check documents**

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

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

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

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

### **2.2.5 Reference documents**

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

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

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

### **2.2.7 Clarification meeting**

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

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

### **2.2.8 Seek clarification**

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

## **2.2.9 Pricing the tender offer**

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

## **2.2.10 Alterations to documents**

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

## **2.2.11 Alternative tender offers**

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

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

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

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

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

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

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

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

## **2.2.12 Submitting a tender offer**

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

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

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

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

<b>Part</b>	<b>Heading</b>
3	Details of Tenderer
4	Form of Offer and Acceptance
5	Pricing Schedules
6	Supporting Schedules
	All other attachments submitted by bidder

**2.2.12.4** Sign the original tender offer where required in terms of the tender conditions. The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture or any other document signed by all parties, in

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

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

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

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

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

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

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

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

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

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

#### **2.2.14 Closing time**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2.18 Samples, Inspections, tests and analysis**

**Not Applicable**

## **2.2.19 Certificates**

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

### **2.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation**

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.

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

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

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

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

### **2.2.19.2 Evidence of tax compliance**

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

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

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



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

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

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

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

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

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.
- c) 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.
- d) received any notices to the tender documents which have been issued in accordance with the CCT's Supply Chain Management Policy.

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

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

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

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

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

### **2.3.2 Issue Notices**

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

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

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

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

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

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

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

### **2.3.4 Two-envelope system**

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

**2.3.4.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the tender conditions, and announce the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

### **2.3.5 Non-disclosure**

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

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

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

### **2.3.7 Test for responsiveness**

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

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

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

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

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

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

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

**2.3.8.1** Check the responsive tenders for:

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

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

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

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

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

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

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

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

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

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

#### **2.3.10.1 General**

**2.3.10.1.1** Reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender conditions.

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

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

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

#### **2.3.10.2 Decimal places**

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

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

**2.3.10.3.1** Points for price will be allocated in accordance with the formula set out in this clause based on the sum of prices/rates as set out in the **Price Schedule (Part 5) in relation to a basket of estimated quantities**.  
:

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

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

**2.3.10.3.4** Applicable formula:

The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and including 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:

$$Ps = 80 \times \left(1 - \frac{(Pt - Pmin)}{Pmin}\right)$$

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

Preference points shall be scored as follows:

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

A maximum of 20 tender adjudication points will be awarded for preference to tenderers with responsive tenders who are eligible for such preference, in accordance with the criteria listed below.

Up to **20** adjudication points (N<sub>P</sub>) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor*	0

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

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

Black Ownership of EME	Deemed Status Contributor	B-BBEE Level of	Number of Points for Preference
less than 51%	4		12
at least 51% but less than 100%	2		18
100%	1		20

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

Black Ownership of QSE	Deemed	B-BBEE	Number of Points
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	Status Level of Contributor	for Preference
at least 51% but less than 100%	2	18
100%	1	20

**The total number of adjudication points (N<sub>T</sub>) shall be calculated as follows:**

$$N_T = P_S + N_P$$

Where: P<sub>S</sub> is the number of points scored for price;  
N<sub>P</sub> is the number of points scored for preference.

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

#### **2.3.10.5 Risk Analysis**

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

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

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

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

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

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

- does not allow any preferred tenderer a second or unfair opportunity;
- is not to the detriment of any other tenderer; and
- does not lead to a higher price than the tender as submitted.

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

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

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

In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

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

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

**2.3.12.1** Accept a tender offer(s) which does not, in the CCT's opinion, materially and/or substantially deviate

from the terms, conditions, and specifications of the tender document.

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

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

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

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

**2.3.12.4** Not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

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

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

### **2.3.13 Prepare contract documents**

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

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

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

### **2.3.14 Notice to successful and unsuccessful tenderers**

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


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

### **2.3.15 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these Conditions of

Tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.



<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <b>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</b>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
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**TENDER NO: 126C/2021/22**

**TENDER DESCRIPTION: APPOINTMENT OF INDEPENDENT PROFESSIONAL SERVICE PROVIDER FOR THE INTEGRITY MANAGEMENT OF GROUNDWATER MONITORING INFRASTRUCTURE AND INTERPRETATION OF WATER QUALITY DATA AT SOLID WASTE MANAGEMENT FACILITIES**

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

## VOLUME 2: RETURNABLE DOCUMENTS

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

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

## VOLUME 2: RETURNABLE DOCUMENTS

### (3) DETAILS OF TENDERER

#### 1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other: .....

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

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

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

#### (4) FORM OF OFFER AND ACCEPTANCE

### TENDER 126C/2021/22: APPOINTMENT OF INDEPENDENT PROFESSIONAL SERVICE PROVIDER FOR THE INTEGRITY MANAGEMENT OF GROUNDWATER MONITORING INFRASTRUCTURE AND INTERPRETATION OF WATER QUALITY DATA AT SOLID WASTE MANAGEMENT FACILITIES]

#### OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

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

Date

INITIALS OF CITY OFFICIALS		
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## FORM OF OFFER AND ACCEPTANCE (continued)

### TENDER 126C/2021/22: APPOINTMENT OF INDEPENDENT PROFESSIONAL SERVICE PROVIDER FOR THE INTEGRITY MANAGEMENT OF GROUNDWATER MONITORING INFRASTRUCTURE AND INTERPRETATION OF WATER QUALITY DATA AT SOLID WASTE MANAGEMENT FACILITIES

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

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

The terms of the contract are contained in:

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

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

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

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

Signed: Location		
Signed: Witness		
Name of Witness		

**FORM OF OFFER AND ACCEPTANCE (continued)**  
(TO BE FILLED IN BY THE CITY OF CAPE TOWN)

## Schedule of Deviations

### Notes:

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

1 Subject .....

Details .....

2 Subject .....

Details .....

3 Subject .....

Details .....

4 Subject .....

Details .....

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

## (5) PRICE SCHEDULE

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

### Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word “included” or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 It is intended to award to a main tenderer (the winner) and one standby tenderer.
- 5.9 All quantities in the tender are estimated, and for information purposes only. Payment will be made against actual quantities.
- 5.10 A provisional sum allowance of R 300 000.00 per 12 month period is included in the pricing schedule and the use thereof will be limited to any specific specialised work that relates to unforeseen activities for pollution plume investigations, water quality sampling or refurbishment of groundwater monitoring infrastructure that is not itemised in the pricing schedule. Work can only be commenced after written approval has been obtained by the representative of the Employer. The tenderer to note that the provisional sum will not be used to cover the shortfall for rates submitted in the pricing schedule.

INITIALS OF CITY OFFICIALS		
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## PART A

ITEM	VOLUME 3 - (13) SPECIFICATIONS - REF NO.	DESCRIPTION	UNIT	FIRM PRICE PER UNIT - FROM DATE OF COMMENCEMENT TO MONTH 12 (excl VAT)
<b>A</b>	2.1.1	<b>DESILTING OF GROUNDWATER MONITORING BOREHOLES</b>		
A1		Atlantis Landfill	Per Borehole	R
A2		Athlone Refuse Transfer Station	Per Borehole	R
A3		Bellville Landfill	Per Borehole	R
A4		Bellville Refuse Transfer Station	Per Borehole	R
A5		Brackenfell Landfill	Per Borehole	R
A6		Coastal Park Landfill	Per Borehole	R
A7		Faure Landfill	Per Borehole	R
A8		Fishhoek Landfill	Per Borehole	R
A9		Gordons Bay Landfill	Per Borehole	R
A10		Kraaifontein Integrated Waste Management Facility	Per Borehole	R
A11		Noordhoek Landfill	Per Borehole	R
A12		Radnor Landfill	Per Borehole	R
A13		Simons Town Landfill	Per Borehole	R
A14		Swartklip Landfill / Transfer Station	Per Borehole	R
A15		Tableview Landfill	Per Borehole	R
A16		Vissershok Landfill	Per Borehole	R
A17		Waterkloof Landfill	Per Borehole	R
<b>B</b>	2.1.1	<b>Adhoc - Desilting of boreholes</b>		
B1.1		Borehole end cap depth up to 15 metres	Per Borehole	R
B1.2		Borehole end cap depth up to 30 metres	Per Borehole	R
B1.3		Borehole end cap depth up to 45 metres	Per Borehole	R
<b>C</b>		<b>WATER QUALITY MONITORING</b>		
C1	2.1.2	Sampling and analysis of groundwater at waste disposal facilities at biannual or quarterly frequency	Per borehole	R
C2	2.1.2	Sampling and analysis of groundwater at waste disposal facilities at monthly frequency	Per borehole	R
C3	2.1.3	Hydro chemical depth profiling of boreholes	Per borehole	R



ITEM	VOLUME 3 - (13) SPECIFICATIONS - REF NO.	DESCRIPTION	UNIT	FIRM PRICE PER UNIT - FROM DATE OF COMMENCEMENT TO MONTH 12 (excl VAT)
C4	2.1.4	Installation and maintenance of loggers and downloading of results	Per borehole	R
C5	2.1.5	Sampling and analysis of surface water and leachate at facilities	Per sample	R
<b>D</b>	2.1.6	<b>REPORTS AND VARIOUS ACTIVITIES</b>		
D1	2.1.6 a)	Report for de-silting of boreholes performed per facility	Per report	R
D2	2.1.6 b)	Reports for site investigations, new borehole installation	Per report	R
D3	2.1.6 c)	Reports for borehole sampling, analytical results	Per report	R
D4	2.1.6 d)	Reports for surface water and leachate sampling, analytical results	Per report	R
D5	2.1.6 e)	Borehole survey layouts per facility	Per layout	R
D6	2.1.7	Review meetings	Per meeting	R
<b>E</b>		<b>ADHOC SERVICES</b>		
E1	4.1	Assessment of existing boreholes at any solid waste disposal facilities as per specifications to obtain detailed information.	Per borehole	R
E2	4.2	Site Investigations at any waste disposal facility	Per location	R
E3	4.3	<b>Installation of new groundwater monitoring boreholes at any solid waste disposal facility as and when required</b>		
E3.1		Air Percussion drilling method	Per metre	R
E3.2		Rotary Mud drilling method	Per metre	R
E3.3		ODEX drilling method	Per metre	R
E3.4		Hollow stem drilling	Per metre	R
E4	4.3	Mobilisation per waste disposal facility where new borehole drilling will be required	Per facility	R
E5	4.4	Installation of borehole top structures	Per borehole	R

ITEM	VOLUME 3 - (13) SPECIFICATIONS - REF NO.	DESCRIPTION	UNIT	FIRM PRICE PER UNIT - FROM DATE OF COMMENCEMENT TO MONTH 12 (excl VAT)
E6	4.5	Refurbishment and remedial work required at boreholes		
E6.1		Re-drilling within borehole sleeve structure	Per metre	R
E6.2		Water Jetting of boreholes	Per metre	R
E7	4.6	Sampling and classification of liquids and sludges	Per sample	R
E8	4.7	Sealing of abandoned boreholes	Per borehole	R
E9	4.8	Slug tests for boreholes at various facilities	Per borehole	R
E10	4.9	Sampling and full spectrum analysis of leachate and treated leachate at various waste disposal facilities	Per sample	R
E11	4.10	<b>Freeboard Monitoring poles for ponds</b>		
E11.1	4.10 a)	Supply and installation of freeboard monitoring pole for surface water ponds	Per pond	R
E11.2	4.10 b)	Supply and installation of freeboard monitoring pole for leachate ponds	Per pond	R
E11.3	4.11	Survey of ponds to obtain elevation for freeboard monitoring	Per pond	R
E12	4.12	Professional Support services for advising on incidents, non-conformances and new infrastructure installation	Hr	R
E13	4.13	Site Visits to waste facilities	Each	R
E14	4.14	Provisional Sum	Sum	R 300 000.00
E15	8	Health and Safety Plan and Risk Assessment	Once – Off	R
E16	8	Compliance with Health and Safety and Disaster Risk Management Requirements (Covid)	Per Quarter	R

## PART B

ITEM	VOLUME 3 - (13) SPECIFICATIONS - REF NO.	DESCRIPTION	UNIT	FIRM PRICE PER UNIT - FROM COMMENCEMENT IN MONTH 25 TO MONTH 36 (excl VAT)
F	2.2.1	<b>Collation of analytical data</b>		
F1		Athlone Refuse Transfer Station	Per facility	R
F2		Atlantis Landfill	Per facility	R
F3		Bellville Landfill	Per facility	R
F4		Bellville Waste Management Facility	Per facility	R
F5		Brackenfell Landfill	Per facility	R
F6		Coastal Park Landfill	Per facility	R
F7		Faure Landfill Site	Per facility	R
F8		Gordons Bay Landfill	Per facility	R
F9		Kraaifontein Integrated Waste Management Facility	Per facility	R
F10		Noordhoek Landfill	Per facility	R
F11		Radnor Landfill	Per facility	R
F12		Simons Town Landfill	Per facility	R
F13		Swartklip landfill & RTS	Per facility	R
F14		Tableview Landfill	Per facility	R
F15		Vissershok Landfill	Per facility	R
F16		Waterkloof Landfill	Per facility	R
F17		Leachate Treatment Plant - Vissershok	Per facility	R
F18		Ad-hoc Facilities	Per facility	R
G	2.2.2	<b>Statistical processing of analytical data</b>		
G1		Athlone Refuse Transfer Station	Per facility	R
G2		Atlantis Landfill	Per facility	R
G3		Bellville Landfill	Per facility	R
G4		Bellville Waste Management Facility	Per facility	R
G5		Brackenfell Landfill	Per facility	R
G6		Coastal Park Landfill	Per facility	R
G7		Faure Landfill Site	Per facility	R
G8		Gordons Bay Landfill	Per facility	R
G9		Kraaifontein Integrated Waste Management Facility	Per facility	R
G10		Noordhoek Landfill	Per facility	R
G11		Radnor Landfill	Per facility	R

ITEM	VOLUME 3 - (13) SPECIFICATIONS - REF NO.	DESCRIPTION	UNIT	FIRM PRICE PER UNIT - FROM COMMENCEMENT IN MONTH 25 TO MONTH 36 (excl VAT)
G12		Simons Town Landfill	Per facility	R
G13		Swartklip landfill & RTS	Per facility	R
G14		Tableview Landfill	Per facility	R
G15		Vissershok Landfill	Per facility	R
G16		Waterkloof Landfill	Per facility	R
G17		Leachate Treatment Plant - Vissershok	Per facility	R
G18		Ad-hoc Facilities	Per facility	R
H	2.2.3	<b>Report Writing</b>		
H1		Athlone Refuse Transfer Station	Per facility	R
H2		Atlantis Landfill	Per facility	R
H3		Bellville Landfill	Per facility	R
H4		Bellville Waste Management Facility	Per facility	R
H5		Brackenfell Landfill	Per facility	R
H6		Coastal Park Landfill	Per facility	R
H7		Faure Landfill Site	Per facility	R
H8		Gordons Bay Landfill	Per facility	R
H9		Kraaifontein Integrated Waste Management Facility	Per facility	R
H10		Noordhoek Landfill	Per facility	R
H11		Radnor Landfill	Per facility	R
H12		Simons Town Landfill	Per facility	R
H13		Swartklip landfill & RTS	Per facility	R
H14		Tableview Landfill	Per facility	R
H15		Vissershok Landfill	Per facility	R
H16		Waterkloof Landfill	Per facility	R
H17		Leachate Treatment Plant - Vissershok	Per facility	R
H18		Ad-hoc Facilities	Per facility	R
I	3	<b>Pollution Plume</b>		
I1	3.1	Pollution plume investigation	Per facility	R
I2	3.2	Pollution plume modelling	Per facility	R
I3	3.3	Reports for pollution plume investigation	Per facility	R
I4	3.4	Geophysical Surveys	Per facility	R
I5	3.5	Borehole pump testing	Per borehole	R
I6	3.6	Downhole camera survey	Per borehole	R
J	3.7	Compiling of water monitoring plans	Per facility	R
K	3.8	Attendance of Residents Monitoring Committee meetings	Per meeting	R

## (6) SUPPORTING SCHEDULES

### Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms \_\_\_\_\_, of the authorised entity \_\_\_\_\_, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
  - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
  - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
 

Account Holder: \_\_\_\_\_

Financial Institution: \_\_\_\_\_

Branch Code: \_\_\_\_\_

Account No.: \_\_\_\_\_
  - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
  - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

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

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

## Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

By attaching such audited financial statements to **List of other documents attached by tenderer** schedule.

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

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

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

2.2 If YES, provide particulars:

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

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

3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

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

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

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

4.1 If YES, furnish particulars below


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

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

\_\_\_\_\_  
Date

## Schedule 3: Preference Schedule

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- **the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and**
- **the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).**

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender .

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black



Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4

8	1	2
Non-compliant contributor	0	0

## 6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 7.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

- 8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%  
ii) The name of the sub-contractor.....  
iii) The B-BBEE status level of the sub-contractor.....  
iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

## 9. DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/firm:.....  
9.2 VAT registration number:.....  
9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

9.8 Total number of years the company/firm has been in business:.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>

<p><b>For official use.</b></p>		
<p><b>SIGNATURE OF CITY OFFICIALS AT TENDER OPENING</b></p>		
<p><b>1.</b></p>	<p><b>2.</b></p>	<p><b>3.</b></p>

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

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

3.12.1 If yes, furnish particulars .....

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

3.13.1 If yes, furnish particulars .....

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

3.14.1 If yes, furnish particulars .....

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars .....

3.16 Do you have any employees who was in the service of the City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars .....

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

Full Name	Identity Number	State Employee Number

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

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

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

\_\_\_\_\_  
Date

**<sup>1</sup>MSCM Regulations: “in the service of the state” means to be –**

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

**<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.**

## Schedule 5: Conflict of Interest Declaration

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

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

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


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

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

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

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

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


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

***the City's anti-corruption hotline at 0800 32 31 30 (toll free)***

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

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

\_\_\_\_\_  
Date



## Schedule 6: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: \_\_\_\_\_  
(Name of tenderer)

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

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Physical <b>Business</b> address(es) of the tenderer	Municipal Account number(s)

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

Name of Director / Member / Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

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

\_\_\_\_\_  
Date

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

- 8.1 The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all tenderers.
- 8.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 8.5 Any claim for an increase in the Contract price shall be submitted in writing to the:  
 Director Supply Chain Management, City of Cape Town,  
 P O Box 655, Cape Town, 8000 or  
 by email to: CPA.Request@capetown.gov.za  
 prior to the month upon which the price adjustment would become effective.

When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of any price variation will not be considered under any circumstances as valid and no relevance will be attached to such a claim. Such notifications will not be responded to by the City.

- 8.6 All requests for price variations must be submitted in writing prior to the month upon which the price adjustment would become effective.
- 8.7 The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.
- 8.8 When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- 8.9 The CCT reserves the right to request the supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the CCT within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.
- 8.10 The Contract Price as per GCC shall remain **Firm** for the first 12 months (from date of commencement) and no claims for contract price adjustment will be considered for the first 12 months of the contract period subject to the provisions in the priceschedule.
- 8.11 Subject to 8.10 above, Contract Price Adjustment will be applicable as from commencement of the 13 month of the contract period. Tenderers shall be entitled to claim contract price adjustment as follows:  
**90%** of the tendered price will be subject to adjustment **annually** based on the **average** Consumer Price Index (CPI) as follows:

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

**From start of 25th month to end of the contract:** Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141-Table B). **Base month** for the price adjustment shall be two (2) calendar months prior to the 13th month. The **end month** shall be two (2) calendar

months prior to 24th month.

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

The claim will be based on the **average** between the “base month” and the “end month”

e.g.:  $7+6+9+6 = 28$  ( $28/4 = 7$ ) therefore the claim will be 7%.

8.12 **10%** of the rate will remain fixed.

## Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender **126C/2021/22: APPOINTMENT OF INDEPENDENT PROFESSIONAL SERVICE PROVIDER FOR THE INTEGRITY MANAGEMENT OF GROUNDWATER MONITORING INFRASTRUCTURE AND INTERPRETATION OF WATER QUALITY DATA AT SOLID WASTE MANAGEMENT]** in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name (PRINT)**

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

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

## **Schedule 10: Local Content Declaration / Annexure C**

NOT APPLICABLE

## **Schedule 11: Price Basis for Imported Resources**

**Not Applicable**



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

Not Applicable

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

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

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

Attach additional pages if more space is required.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_

\_\_\_\_\_  
Date

## Schedule 14: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

**SIGNED ON BEHALF OF TENDERER:** .....

## **Schedule 15: Information to be provided with the tender**

The following information shall be provided with the Tender:

- a. Proof of Registration of Statutory Organisations and Institutions for key personnel where required

**i) Project Manager**

Valid registration certificate from South African Council for Natural Scientific Professions (SACNASP) in terms of section 20(3) of the Natural Scientific Professions Act (Act 27 of 2003) that confirms that the Project Manager registered as a Professional Scientist (Pr. Sci Nat).

**ii) Geohydrological Scientist or Water Quality Scientist**

Valid registration certificate from South African Council for Natural Scientific Professions (SACNASP) in terms of section 20(3) of the Natural Scientific Professions Act (Act 27 of 2003) that confirms that the Project Manager registered as a Professional Scientist (Pr. Sci Nat).

- b. Proof of Professional Indemnity Insurance
- c. Company Experience
- d. Curriculum Vitae's of key personnel and other personnel (including sub-consultants), must be submitted with the tender submission, appended to this Schedule. The curriculum vitae to contain the following detail; Personal Details, Education qualifications, Membership of Professional Organisations and Institutions, Work Experience and Key Project Experience
- e. Draft Health and Safety Plan

**SIGNED ON BEHALF OF TENDERER:** .....

## Annexure 15A: Company Experience

Tenderers to list on this schedule all experience specific to groundwater infrastructure integrity management, geohydrology, assessment of monitoring borehole infrastructure, refurbishment of groundwater monitoring infrastructure, water quality monitoring, groundwater assessment and interpretation projects undertaken in the last 5 years in contaminated land and pollution management disciplines that are of similar nature to the key activities as described in the Scope of Works.

Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary).

TRACK RECORD				
TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (include contact details)	DURATION	
			Start Date	End Date


**SIGNED ON BEHALF OF TENDERER:** .....

## Annexure 15B: Key Personnel

Tenderers to insert in the spaces provided below details of the key personnel and other personnel that will be allocated to this tender. **Curriculum Vitae of each individual must be appended to this schedule.** Should it become necessary to replace any of the project team members listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or higher qualification and experience, who satisfy the minimum requirements and then only with the written approval of the Employer.

<b>TEAM MEMBER: PROJECT MANAGER</b>				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
<b>TEAM MEMBER: GEOHYDROLOGICAL SCIENTIST / WATER QUALITY SCIENTIST</b>				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
<b>TEAM MEMBER: SITE SUPERVISOR</b>				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO. (if any)	NO. OF YEARS SPECIFIED EXPERIENCE
<b>TEAM MEMBER: ENVIRONMENTAL TECHNICIAN / ASSISTANT</b>				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.(if any)	NO. OF YEARS SPECIFIED EXPERIENCE

**SIGNED ON BEHALF OF TENDERER:** .....

<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <b>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</b>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
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**TENDER NO: 126C/2021/22**

**TENDER DESCRIPTION: APPOINTMENT OF INDEPENDENT PROFESSIONAL SERVICE PROVIDER FOR THE INTEGRITY MANAGEMENT OF GROUNDWATER MONITORING INFRASTRUCTURE AND INTERPRETATION OF WATER QUALITY DATA AT SOLID WASTE MANAGEMENT FACILITIES**

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

## VOLUME 3: DRAFT CONTRACT

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

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

## VOLUME 3: DRAFT CONTRACT (7) SPECIAL CONDITIONS OF CONTRACT

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

### 1. Definitions

*Delete Clause 1.19 and substitute with the following*

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

*Delete Clause 1.21 and substitute with the following:*

- 1.21 'Purchaser' means the **City of Cape Town**. The address of the Purchaser is **12 Hertzog Boulevard, Cape Town, 8001**.

*Add the following after Clause 1.25:*

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

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

### 3. General Obligations

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

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.
- 3.5 The **supplier** shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
  - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to



- Clause 11)
- c) Updated Project Plan
- d) Occupational Health and Safety Agreement

- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods
- 3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy
- 3.5.7 Comply with all written instructions from the purchaser subject to clause 18
- 3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
- 3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period
- 3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The **purchaser** shall:
  - 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
  - 3.6.2 Make payment to the **supplier** for the goods as set out herein.
  - 3.6.3 Take possession of the goods upon delivery by the supplier.
  - 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
  - 3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
  - 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
  - 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
  - 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

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

*Add the following after clause 5.4:*

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

The ownership of data and factual information collected by the supplier and paid for by the purchaser shall, after payment, vest with the purchaser

5.6 Publicity and publication

The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.

5.7 Confidentiality

Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.

5.8 Intellectual Property

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

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

5.8.3 The supplier shall, and warrants that it shall:

5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;

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

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

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

5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;

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

5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.

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

## **7. Performance Security**

*Delete clause 7.1 to 7.4 and replace with the following:*

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

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

*Delete Clause 8.2 and substitute with the following:*

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

## **10. Delivery and documents**

*Delete clauses 10.1 and 10.2 and replace with the following:*

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.
- 10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

## **11. Insurance**

*Add the following after clause 11.1:*

- 11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
  - b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
  - c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
  - d) 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.

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

- 11.3 The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either

in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

## **15. Warranty**

*Add to Clause 15.2:*

15.2 This warranty for this contract shall remain valid for twelve **(12) months** after the goods have been delivered.

## **16. Payment**

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

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

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

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

*Add the following after clause 16.4*

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

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

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

## **17. Prices**

*Add the following after clause 17.1*

17.2 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the conditions as stated in Schedule 8 will be applicable:

a) Prices are fixed for the first twelve months from the date of tender commencement, after which the CPA for services as contained in Table A of Statistical release P0141 Consumer Price Index published by Statistics South Africa is applicable. Prices shall be adjustable once every twelve months.

## **18. Contract Amendments**

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

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

*Add the following to clause 18.1:*

Variations means changes to the goods, extension of the duration or expansion of the value of the contract that the purchaser issues to the supplier as instructions in writing, subject to prior approval by the purchaser's delegated authority. Should the supplier deliver any goods not described in a written instruction from the purchaser, such work will not become due and payable until amended order has been issued by the purchaser.

## **20. Subcontracts**

*Add the following after clause 20.1:*

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

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

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

- 21.2 If at any time during the performance of the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 Days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.

Where additional time is granted, the purchaser shall also determine whether or not the supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the purchaser or any of its agents are responsible for the delay, reasonable costs in terms of the specific priced item that has been impacted by the delay may be claimed after agreement has been reached. In respect of delays that were beyond the reasonable control of both the supplier and the purchaser, additional time only (no costs) will be granted.

The purchaser shall notify the supplier in writing of his decision(s) in the above regard.

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

## **22. Penalties**

*Delete clause 22.1 and replace with the following:*

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

The penalty for this contract shall be **calculated based on the delayed submission of deliverables, where a penalty of R1,000.00 per calendar day, per deliverable delayed will be effected.**

- 22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relating to breaches of the conditions upon which preference points were awarded.

## **23. Termination for default**

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

## **23. Termination**

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

if the supplier fails to remedy the breach in terms of such notice

*Add the following after clause 23.7:*

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
- 23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
  - 23.8.2 The parties by mutual agreement terminate the contract.
  - 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
  - 23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.
  - 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
    - 23.8.5.1 reports of poor governance and/or unethical behaviour;
    - 23.8.5.2 association with known family of notorious individuals;
    - 23.8.5.3 poor performance issues, known to the Employer;
    - 23.8.5.4 negative social media reports; or
    - 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..
  - 23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

## **25. Force Majeure**

*Add the following after clause 25.2:*

- 25.3 If the supplier suffers a delay as a result of a Force Majeure event, the supplier will be eligible to claim an extension for delivery of the goods without any additional costs in accordance with Clause 21.2.

## **26. Termination for insolvency**

*Delete clause 26.1 and replace with the following:*

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
  - 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
  - 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

*Amend clause 27.1 as follows:*

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(c), arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

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

- 27.2 Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the

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

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

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

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

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

## **28. Limitation of Liability**

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

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

*Add the following after clause 28.1:*

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

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

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

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

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

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

### **31. Notices**

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

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

### **32. Taxes and Duties**

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

In this regard, it is the responsibility of the supplier to submit documentary evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5).

*Add the following after clause 32.3:*

32.4 The **VAT registration** number of the City of Cape Town is **4500193497**.

### **ADDITIONAL CONDITIONS OF CONTRACT**

*Add the following Clause after Clause 34:*

### **35. Reporting Obligations.**

35.1 The supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications. Any failure in this regard may result in a delay in the processing of any payments.



## **(8) GENERAL CONDITIONS OF CONTRACT**

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

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### **1. Definitions**

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

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

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

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

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

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

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

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

## **6. Patent rights**

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

## **7. Performance Security**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:
- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for 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 fulfillment of any other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

## **17. Prices**

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

## **18. Contract Amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

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

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

## **25. Force majeure**

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

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



## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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

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

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

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

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

## **28. Limitation of Liability**

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

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

## **29. Governing language**

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

## **30. Applicable Law**

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

## **31. Notices**

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

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

## **32. Taxes and Duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

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

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

## **34 Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

**(9) FORM OF GUARANTEE / PERFORMANCE SECURITY**

NOT APPLICABLE

**(10) FORM OF ADVANCE PAYMENT GUARANTEE**

NOT APPLICABLE

**(10.1) ADVANCE PAYMENT SCHEDULE**  
**NOT APPLICABLE**

## (11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

### **AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND**

..... ,  
(Supplier/Mandatory/Company/CC Name)

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

I, ..... , representing

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

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

COID ACT Registration Number: .....

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

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

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

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender under Annexure 16 and undertake to comply therewith at all times.

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

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

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

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
for and on behalf of  
City of Cape Town

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

*Logo*

*Letterhead of supplier's Insurance Broker*

Date \_\_\_\_\_

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

Dear Sir

**TENDER NO.:** 126C/2021/22

**TENDER DESCRIPTION: APPOINTMENT OF INDEPENDENT PROFESSIONAL SERVICE PROVIDER FOR THE INTEGRITY  
MANAGEMENT OF GROUNDWATER MONITORING INFRASTRUCTURE AND INTERPRETATION OF  
WATER QUALITY DATA AT SOLID WASTE MANAGEMENT FACILITIES**

NAME OF SUPPLIER: \_\_\_\_\_

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: \_\_\_\_\_

For: \_\_\_\_\_ (Supplier's Insurance Broker)

## (13) SPECIFICATION(S)

### 1. Background

The Solid Waste Management: Disposal Department is responsible for the operation, management and monitoring of waste disposal facilities within the City of Cape Town's (CCT) municipal boundaries. The facilities include operational landfill sites, operational waste management facilities, closed landfill sites and historic landfill sites.

The facilities have environmental authorisations in terms of waste permits or waste licences that stipulate specific conditions pertaining to water quality monitoring that must be adhered to. To ensure that facilities are managed responsibly and according to the required conditions water quality monitoring must be performed at the frequency as prescribed in the waste permits or licences.

There is a requisite to ensure that all unobstructed sampling of groundwater can be performed at borehole infrastructure and that the requirement for the interpretation and reporting of analytical water quality data are complied with that adheres to the legislative minimum requirements for water monitoring as stipulated in the respective licence / permit.

With reference to the previous assessment of groundwater infrastructure that was completed, a need has been identified to perform annual desilting of groundwater infrastructure. This is required in conjunction with other related functions as part of integrity management to confirm that all monitoring infrastructure and sampling points at the facilities comply with relevant requirements. This prevents replacement of infrastructure at significant costs and also ensures representative samples are obtained for analysis.

A need has been identified for sampling and analysis of groundwater, surface water and leachate using the required specialised sampling equipment, techniques and procedure. The City of Cape Town does not possess the required resources, equipment and experienced staff to perform the sampling as required in terms of sampling protocols internally. Due to defective equipment and analytical instrumentation, the CCT internal laboratory is unable to analyse the required parameters or constituents as stipulated for water quality monitoring in the permits or licences of the waste disposal facilities.

The sampling, analysis and interpretation of water quality for ground water, surface water and leachate is a legislative requirement for the responsible and sustainable operation of waste disposal and management facilities. Active monitoring must be completed as stipulated in the permit or licence conditions at the active, closed and historic solid waste disposal facilities.

The relevant legislation, supporting documentation and guidelines that have to be considered, as a minimum include the following:

- Permit/licence requirements of waste disposal / management facilities
- Department of Water Affairs and Forestry (DWAF) Minimum Requirements (1998)
- National Water Act, 36 of 1998
- National Environmental Management (NEM) Act, 107 of 1998
- National Environmental Management: Waste Act, (NEMWA), Act No 59 of 2008
- National Norms and Standards for Disposal of Waste to Landfill, Government Notice 36784 of 2013

This project seeks to acquire a Service Provider/s that has experience specific to water quality monitoring in terms of groundwater infrastructure integrity management, geohydrology, groundwater assessment, investigations, water sampling and interpretation with an emphasis on waste management technical competence and contaminated land and pollution management disciplines that are of similar nature to the key activities as described in the Scope of Works.



## 2. SCOPE OF WORKS

The specific services required for this tender will cover two (2) main components, namely;

- **PART A:** Integrity Management of groundwater monitoring infrastructure at Solid Waste Disposal Facilities
- **PART B:** Interpretation of analytical water quality results at Solid Waste Disposal Facilities (commencing in year 3 / month 25 only)

The extent of services required for the tender are outlined below.

### 2.1 PART A: INTEGRITY MANAGEMENT OF GROUNDWATER MONITORING INFRASTRUCTURE AT SOLID WASTE DISPOSAL FACILITIES

#### 2.1.1 Desilting of groundwater monitoring infrastructure

The desilting procedure needs to be performed annually at all groundwater boreholes that are used for the sampling and monitoring of water quality. The assessment for each borehole will include but not limited to the following;

- a) The boreholes have to be cleared of any siltation, roots and debris by means of Air lift method using a compressor.
- b) Any overgrown alien vegetation and other material at the external area of the borehole structure to be cleared to a radius of minimum one (1) metre and removed from the facility.
- c) As a guide the details indicating the borehole diameter and depths for various facilities are shown in Table 8.2 of this document.
- d) Desilting procedures must be executed to ensure that the existing points are clear of any possible silt build up to the installed end cap of the borehole structure. The operation needs to continue until clear water is obtained at the borehole or completely purged.
- e) A report must be compiled for each facility where desilting was performed and must include the following as a minimum; photographic record per borehole in form of geographically referenced or geotagged pictures, casing diameter, condition of borehole and structure, rest water level, well depth before desilting in meters, well depth after desilting, description of method used for desilting, time period to perform desilting operation and conclusions and recommendations.
- f) The service provider is to note the facilities that have high up to 3.3 litres per second and low yielding boreholes ranging from 0.01 litres per second as per estimated desilted flow rates indicated in Table 9.2.
- g) Where it is found that boreholes cannot be successfully desilted up to end cap depth due to blockage by vegetation, roots, foreign objects or material, the service provider will be required to inform the Client and obtain approval to use re-drilling or water jetting method for clearance. The rates for the two methods are allocated under Adhoc Service Item E7.1 & E7.2 of the pricing schedule.

#### 2.1.2 Sampling and analysis of groundwater

The service provider will be required to perform groundwater sampling at the various solid waste facilities based on the frequency of bi-annual, quarterly or monthly based on permit and waste licence requirements. The frequency of borehole sampling and estimated amount of boreholes that needs to be sampled listed in Table 9.3.

To achieve compliance, the proposed sampling methods to be employed by the service provider will have to comply with the requirements as discussed in WRC Report No TT 733/17, 2017; Groundwater sampling manual, DWAF Minimum Requirements for Monitoring at Waste Management Facilities, 1998 or other approved methods as per standards.

The breakdown for sampling and analysis at selected sites may be summarised as following;

- a) Sampling of water at boreholes using low flow sampling technique as per WRC report TT733/17. .
- b) Rest water level to be measured before sampling for each borehole sampled using a dip meter.
- c) Flow through cell with multi parameter meter to be used to monitor field parameters (pH, EC, DO & ORP)
- d) Field parameters to be recorded
- e) Storage and handling of samples to ensure integrity are maintained.
- f) Submitting of samples for analysis to a SANAS or similar accredited laboratory.

- g) A Certified copy of SANAS accreditation or similar current status of laboratory has to be submitted
- h) All analytical results to be signed off by a professional registered signatory.
- i) All analytical results to be supplied to the client as the interpretation will be covered by a separate active contract for years 1 and 2, however as from year 3 the interpretation component will be included with this tender allocated under Part B.
- j) Comprehensive report to be compiled per facility where borehole sampling has been completed and include as a minimum background information, geology, field parameters, borehole water depths, analytical results and valid accreditation certificate of laboratory.
- k) Typical list of constituents that needs to be analysed for as per table below.

GROUNDWATER CONSTITUENTS		
Alkalinity as CaCO <sub>3</sub> (mg/l)	Copper (ug/l)	pH
Ammonia (mg/l)	Cyanide (mg/l)	Phenol (mg/l)
Arsenic (ug/l)	Fluoride (mg/l)	Potassium (mg/l)
Boron (mg/l)	Lead (ug/l)	Sodium (mg/l)
Cadmium (ug/l)	Magnesium (mg/l)	Sulphate (mg/l)
Calcium (mg/l)	Manganese (ug/l)	Total Dissolved Solids (mg/l)
Chloride (mg/l)	Mercury (ug/l)	Free and Saline ammonia as N (NH <sub>4</sub> -N)
Chromium (ug/l)	Nitrate + Nitrite as Nitrogen (mg/l)	Phenolic Compounds (Phen)
Chemical Oxygen Demand (mg/l)	Nitrate (mg/l)	Total Organic Carbon (TOC)
Conductivity (mS/m)	Nitrite (mg/l)	Total Organic Halogen (TOX)

### 2.1.3 Hydro chemical depth profiling of boreholes

During the contract period there will be a need to perform depth profiling of boreholes using the method as described WRC Report No TT 733/17, 2017; Groundwater sampling manual s to determine the depth zone of a specific borehole to ensure sampling can be performed to obtain the conditions water quality of the aquifer that the borehole intersects and not the stagnant water in the borehole. The boreholes installed at CCT facilities range in diameter from 55mm up to 140mm and depth from 10m up to 60m.

### 2.1.4 Groundwater level monitoring

There will be a need to perform continuous groundwater level monitoring by means of a level logger. The service provider will be required to supply and install the loggers and will be responsible for all maintenance, insurance, securing of the units and downloading of data at quarterly intervals. The monitoring to include as a minimum level, temperature' pH and Electrical Conductivity (EC).

As per current requirements the monitoring required at 4 boreholes installed at the Atlantis Landfill Site, however the services could be requested for any other facility during the duration of the contract.

### 2.1.5 Sampling and analysis of surface water or leachate at various solid waste facilities

Monthly sampling of surface water and leachate is currently completed by solid waste management staff and analysed by the City of Cape Town's Scientific Services Branch based on permit and waste licence requirements.

Additional independent sampling and analysis needs to be performed to ensure quality verification is honoured as per the authorisation requirements.

To achieve compliance the proposed sampling methods to be employed by the service provider will have to comply with Department of Water Affairs and Forestry (DWAF) Minimum Requirements (DWAF) Minimum Requirements for Water Monitoring at Waste Management Facilities, 1998. s.

The breakdown for sampling and analysis may be as following;

- a) Taking of composite or grab samples of surface water or leachate at sites as identified by the client.
- b) Storage and handling of samples to ensure integrity maintained.
- c) Submitting of samples for analysis to a SANAS or similar accredited laboratory.
- d) A Certified copy of SANAS accreditation or similar current status of laboratory has to be submitted
- e) All analytical results to be signed off by a professional registered signatory.
- f) All analytical data to be supplied to the client as the signed certificates received from the accredited laboratory and in Excel format as the interpretation will be covered by a separate active contract from month 1 to month 24, however as from month 25 the interpretation component will be included with this tender allocated under Part B.
- g) Typical list of constituents that needs to be analysed for as per table below.
- h) The service provider will be required to monitor and take freeboard readings at surface water and leachate ponds at the same period when sampling is performed.

<b>LEACHATE AND SURFACE WATER CONSTITUENTS</b>		
Alkalinity as CaCO <sub>3</sub> (mg/l)	Conductivity (mS/m)	Nitrate (mg/l)
Ammonia (mg/l)	Copper (ug/l)	Nitrite (mg/l)
Arsenic (ug/l)	Cyanide (mg/l)	pH
Boron (mg/l)	Fluoride (mg/l)	Phenol (mg/l)
Cadmium (ug/l)	Lead (ug/l)	Potassium (mg/l)
Calcium (mg/l)	Magnesium (mg/l)	Sodium (mg/l)
Chloride (mg/l)	Manganese (ug/l)	Sulphate (mg/l)
Chromium (ug/l)	Mercury (ug/l)	Total Dissolved Solids (mg/l)
Chemical Oxygen Demand (mg/l)	Nitrate + Nitrite as Nitrogen (mg/l)	

### 2.1.6 Reports for various activities

The service provider will be required to compile comprehensive reports for all items of work that will be completed per solid waste management facility.

Comprehensive reports must be completed covering various sections of the work and will be split into the following sections.

- a) Reports for desilting inclusive of photographic evidence of work per borehole at each facility where desilting have been completed
- b) Reports for installation of new boreholes including site investigation, borehole logs, methodology used for installation, well development, rest water level;
- c) Reports for groundwater sampling completed inclusive of methodology, field parameters, water level information, analytical data, laboratory certificates and discussion of any issues encountered
- d) Reports for surface water and leachate sampling to include methodology for sampling, analytical data and any issues encountered, analytical results in excel format to be supplied to the client
- e) Survey layout per facility with all borehole numbering and coordinates in X, Y, Z format where survey was completed

The service provider to note that from month 1 to month 24 of the tender verified analytical data in excel format to be supplied with reports for groundwater, surface water and leachate. From month 25 of the tender the analytical results will be included with Part B of this tender referring to the interpretation and trending of water quality results. The service provider will be required to submit electronic copies of the draft reports for client review within at least 20 days after site work have been performed, whereafter the client will review and submit comments. . The service provider will need to finalise the report with 5 working days after comments have been received.

Payment for any work will only be approved after finalised reports have been received to indicate the extent of work completed.

### 2.1.7 Review meetings

During the contract period, review meetings will need to be held between the representative of the service provider and representatives of the City of Cape Town. The meetings may be scheduled at any of the offices of the Employer or online to discuss contract progress and reports. The service provider will be responsible for scheduling of meetings, preparing agenda, taking notes and drafting meeting minutes. The meetings to include power point presentations of findings and recommendations per facility. The draft meeting minutes are to be circulated to the client for review with final minutes to be submitted within 2 weeks after the meeting

The meeting allocation will be as follows;

- 1 x inception meeting at commencement of year 1
- 3 x review meeting of duration 2-3 hours per year to discuss submitted reports and progress (review meetings may be increased based on Client requirements)
- 1 x meeting at commencement of Part B of the services
- 1 x close-out meeting at the end of year 3
- Monthly programme updates with key deliverables to be supplied

## 2.2 PART B: INTERPRETATION OF WATER QUALITY AT SOLID WASTE DISPOSAL FACILITIES

For the purpose of this tender the service provider to note that specific portion of Part B will only be effective as from commencement of the third year of the tender (ie. from month 25).

The extent of services required are outlined below;

### 2.2.1 Collation of analytical water quality data

The key activities that will be required;

- a) Obtain all available analytical data and location data for all monitoring points from the CCT's representative for all waste disposal facilities;
- b) The data may be available in Pdf format or Excel format;
- c) Collate data in a presentable and workable format as agreed to with CCT officials;
- d) Generating a database for all historical and recent analytical data for all waste disposal facilities that includes water quality analytical data per site for groundwater, surface water, leachate, treated leachate and effluent;
- e) Supply monthly data to CCT Excel format for all sites
- f) Generate layout maps per facility indicating labelled monitoring points in GIS or similar format;
- g) Obtain from the Department of Water and Sanitation (DWS) recent hydrocensus data for groundwater boreholes installed within a 5km radius of the specific facilities to establish the local analytical background data for groundwater and include the information with the interpretation as a reference point in relation to the monitored groundwater at the facilities;
- h) Collation of monthly data for raw leachate, treated leachate, effluent, filtrate and permeate for Vissershok Leachate Treatment Plant;
- i) The analytical data is available monthly, quarterly or bi-annual, the intervals of monitoring indicated in Table 8.3;
- j) Updating of all water quality analytical data for operational facilities, closed and historic facilities.

### 2.2.2 Statistical processing of analytical data

The key activities that will be required;

- a) Statistical processing of all analytical data per facility this includes inorganic constituents and trace elements for groundwater, surface water, leachate and leachate effluent to be included in processing;
- b) Development of piper diagrams and trending graphs;
- c) Trending and mapping of information to ensure potential pollution profiles are generated this includes the requisite contour maps to accurately inform the water quality status of the facilities;
- d) Interpretation of data and information and presentation of the same in a format prescribed by the Department of Water Affairs and Forestry (DWAF) Minimum Requirements for Water Monitoring at Waste Management Facilities, 1998 as well as permit or licence requirements;

- e) Importantly, trending needs to be accurately delineated to provide insight into the areas of concern;
- f) Distinct comparison of analytical results and interpretation will be required during wet and dry seasons to identify seasonal trends and fluctuations.
- g) The water quality to be compared to the South African National Standard for Drinking Water - SANS 241: 2015 or other standard that is applicable for effluent or leachate.

### **2.2.3 Report Writing**

The service provider to ensure comprehensive reports are compiled per facility that include the following minimum key components.

- a) Interpretation, trending, time series graphs, piper diagrams, spatial distribution maps, contour maps;
- b) Obtain and understand the background groundwater water quality in close proximity to the sites in relation to the groundwater at the facilities;
- c) Importantly, trending needs to be accurately delineated to provide insight into the areas of concern;
- d) Interpretation of data and information and presentation of the same in a format prescribed by the DWAF minimum requirements as well as permit or licence requirements;
- e) Recommendations for any findings for remediation of any potential issues identified inclusive of remediation plans or proposals where required;
- f) Interpretation and status of groundwater quality status with recommendation for future monitoring/improvements to current system;
- g) Remediation proposals to be advised per facility;
- h) The reports will be linked to the frequency of bi-annual (2 x year) or quarterly (4 x year) borehole sampling, with inclusion of interpretation for weekly or monthly analytical data for surface water, other water samples and leachate.
- i) The reports for Vissershok Landfill treated leachate / effluent / permeate to be completed monthly.
- j) Submitting of electronic draft reports to the CCT's representative for review within 20 days after analytical data has been supplied;
- k) Updating of reports based on any comments as received from CCT and any other licensing authority;
- l) The reports to be finalised and signed off by the Project Manager / Signatory of the Service Provider within 10 days after comments have been supplied.

## **3 Pollution Plume**

### **3.1 Pollution Plume Investigation**

The service provider will be required to review historical and current analytical data to investigate and determine the extent of potential pollution plume at any of the waste facilities.

The following need to be considered and included with the investigation.

- a) Review and understand the condition of groundwater at the facilities in relation to the groundwater quality at the facilities;
- b) Acquire and understand the leachate collection, detection drainage system and storage at the facilities;
- c) Understand the nature and quality of leachate generated at the facilities;
- d) Advise on the possible occurrence where leachate from current activities or unlined landfill areas can leach to groundwater;
- e) Establish and investigate the leachate footprint and to compare it with a possible pollution plume footprint in the ground water;
- f) If a pollution footprint has been determined and does not match the leachate footprint; the possible source/origin of the pollution should be suggested, based on the interpretation of such a footprint;
- g) Trending and mapping and delineation of pollution plume to ensure pollution profiles are generated;
- h) Identify the need and location if additional pollution plume monitoring boreholes are required (installation will be performed using other CCT contract);
- i) Regional geology and geohydrology information available as per previous studies completed for facilities;
- j) The findings of pollution plume to be included with interpretation report discussions where required;
- k) The allocation to include for any augmented or further detailed investigations that may be required.

### **3.2 Pollution plume modelling**

The service provider will be required to generate a pollution plume model using a computer application to produce a pollution plume simulation. appropriate software. All site specific inputs as sourced by detailed site work, geophysical surveys, historic and current analytical data to be used to determine the extent of the plume and estimated rate of movement. The models to be superimposed on maps with Shp, dxf or kmz format that can be imported to ArcGIS where the extent of the pollution plume can be shown in comparison to site boundaries, landfill footprints and monitoring infrastructure. As part of the modelling a Conceptual Site Model for the facility to be generated.

### **3.3 Report for pollution plume investigation**

A comprehensive report will be required to discuss the findings of the pollution plume investigations. The reports to include modelling layouts, interpretation, trending, time series graphs, diagrams, spatial distribution maps, contour maps; interpretation, conclusions and recommendations for any mitigation or remedial measures. A draft report to be submitted to the CCT representative for review.

### **3.4 Geophysical Surveys**

Geophysical surveys using resistivity traverses including earth resistivity imaging and modelling profiles will be required at waste disposal facilities as per method in SANS 10299. Multi-electrode resistivity traverses or similar technology to be utilised for the survey. As a guideline a minimum of three traverses to be considered for survey per facility where required. For pricing one (1) traverse covering a length of 500m to be used.

The survey as a minimum to include the following;

- a) Identify geological structures, fractures and weathering zones;
- b) Verify groundwater flow paths;
- c) Potential leachate movement;
- d) Identify locations for additional borehole locations for monitoring (if required);
- e) Imaging and modelling of survey;
- f) Discussions on findings to be included in pollution plume and interpretation report.

### **3.5 Borehole pump testing**

The service provider to perform test pumping using the method as prescribed by the South African National Standard for test pumping of water boreholes; SANS 10299-4:2003 to determine the aquifer characteristics and the yield of boreholes. The boreholes installed at CCT facilities range in diameter from 55mm up to 140mm and depth from 10m up to 60m.

The test pumping to include as a minimum the following activities;

- a) Field measurements for drawdown, recharge, water level change, flow rate, duration and discharge volumes;
- b) Analysis of data to establish aquifer and hydraulic properties and well efficiency;
- c) Where practical groundwater discharged during pumping to be diverted to surface water runoff channels of the facilities;
- d) For operational and safety reasons test pumping only to be performed during normal working hours of 07h30 to 16h00.
- e) If required and as per request for CCT sizing of pumps to be advised where required for abstraction of water.

### **3.6 Downhole Camera Surveys**

The service provider will be required to survey and inspect the inner casings of existing groundwater monitoring boreholes where no borehole logs are available to establish the following;

- a) Integrity of inner structure
- b) Depth, interval and size of slots
- c) Joints in inner sleeve
- d) Evidence of any plant material or roots in the structure
- e) Verify top of water level
- f) Overall condition of the borehole

### **3.7 Water Monitoring Plans**

Compiling of water monitoring plans for waste facilities based on the monitoring requirements as stipulated in the waste permit and licences. The plans to advise on the appropriate methods that must be used for monitoring and review of sampling frequency. Submit to the Client for review, submit to Department of Water Affairs and Department of Environmental and Development Planning for consideration and approval. Updating of the monitoring plans based on any comments received from licensing authorities.

### **3.8 Resident Monitoring Meetings**

The representative of the service provider may be required to attend Residents Monitoring Committee of six facilities via in person or online to present and discuss findings of interpretation reports. A minimum time of 30 minutes will be allocated for a power point presentation and discussions.

## **4. ADHOC SERVICES**

### **4.1 Assessment of existing groundwater monitoring borehole infrastructure**

The integrity of the groundwater monitoring boreholes has to be assessed where no background information is available or to confirm specific information for newly installed boreholes to obtain the surveyed location, diameter, depth of borehole and type of material used for the inner casing. . The assessment for each borehole will include but not limited to the following;

- a) Surveying by a registered surveyor to obtain the collar or casing height, natural ground level next to borehole structure and position of the boreholes using an accurate survey method to obtain X, Y & Z coordinates as per the LO19 / WGS84 reference system.
- b) The casing height used as a reference when measuring top of water.
- c) End cap depth and rest water level of the boreholes to be confirmed using accurate dip meters. .
- d) Photographic evidence in form of geographically referenced or geotagged pictures for each borehole where work has been completed. The information must be in table format with reference to all work completed at each borehole location, including existing conditions, type of top structure, material used for borehole sleeve, diameter of borehole, groundwater depth in borehole and recommendations if any work is required at the boreholes.
- e) Confirmation to be obtained if the boreholes infrastructure is on the DWS register and identification attached to it if listed. As and when required
- f) All information relating to infrastructure to be mapped on a spatial layout indicating all data, including location (X,Y,Z), size, end cap depth, collar elevation above mean sea level, elevation to indicate NGL next to casing, water level, collar height above NGL and condition.
- g) The use of handheld GPS units will not be allowed.

### **4.2 Site Investigation by test auger drilling**

As part of the requested services there may be a need to perform field assessments at any of the solid waste management disposal facilities to confirm the geological profiling or soil profiles for the specific area as part of a planning procedure to inform the requirements when new borehole infrastructure are required.

In order to obtain the geological profiling at selected sites test auger hole drilling will be required as test pit excavation will not cover the depth profile to the full extent of existing installed borehole infrastructure.

The outcome of the assessment shall include but not limited to following;

- a) Geological soil formations encountered.
- b) Indication of layers encountered, visual moisture conditions, colour, consistency, potential origin of soil.
- c) Drilling to confirm soil profile or layers to extend to a minimum depth of 20m.
- d) The thickness and depth of different soil profile layers to be measured to nearest 50mm.
- e) Groundwater conditions encountered.
- f) Groundwater depth.
- g) The position of test holes to be recorded and logged with GPS and indicated on a map
- h) Closing off the hole after assessment completed.

### 4.3 Installation of new boreholes

The installation of new monitoring boreholes may be required at any solid waste management facility within the municipal boundaries of City of Cape Town over the contract period.

The following needs to be considered;

- a) The borehole drilling depth will be site specific to ensure the primary or secondary aquifer is intersected based either a shallow or deep installation profile.
- b) The minimum internal casing size of minimum 90mm diameter for uPVC or similar.
- c) The overall borehole depth and slotted zone of the borehole sleeve to accommodate for any seasonal fluctuations that may experienced in groundwater table.
- d) The assumption is that the required boreholes may be in Cape Flats sandy soils but could possibly be within rock or clay formations based on the general geology as encountered within the various regions of the City of Cape Town's municipal area.
- e) The details indicating the existing borehole diameter and depths for various facilities are in Table 9.2 of this document.
- f) The proposed drilling method for new boreholes at the facilities where no existing infrastructure is in place will be based on the findings of site investigations.
- g) The service provider to supply rates per metre for each type of drilling method listed below; as used during the installation of groundwater monitoring boreholes previously at facilities;
  - Air Percussion drilling
  - Rotary mud drilling
  - Odex drilling
  - Hollow Stem drilling

The rates to allow for all plant, equipment, material, uPVC sleeves, packing material, well development, required for installation of boreholes in any soil condition that can be anticipated at the waste disposal facilities.

- h) After installation of groundwater infrastructure, a drilling report must be supplied by the service provider that must include the type of drilling methods used, soil profiling, borehole logs and discussion of geology and general soil conditions for the geographical area of the site.
- i) The tenderer will be allowed to claim for the mobilisation of equipment per solid waste facility where new borehole drilling will be required. .
- j) The rate for the concrete plinth, top structure, marking post allocated under a separate item of the pricing schedule
- k) Well development to be performed after borehole installation using approved methods.

### 4.4 Installation of borehole top structures

Due to the nature and location of groundwater monitoring boreholes it is assumed that the top structures may be lost or damaged due to site developments, construction activities or vandalism. To ensure borehole areas are protected and secured there may be a need to re-instate the top structures of boreholes as per the following;

- a) The service provider may be required to replace and install new top structures at borehole points.
- b) The work may include the extending and altering the current borehole casing and inner sleeve
- c) Allowance for concrete plinth around casing and enclosure.
- d) Allowance to be made to supply and install tamperproof borehole manhole / enclosure or similar that is manufactured of non-recoverable material.
- e) Typical borehole top structure detail shown in Figure 8.3 .
- f) Allowance to be made in rate for all materials, labour and equipment required to complete the work at any of the sites, which includes supervisory presence on site to verify the quality of the work executed.



#### **4.5 Refurbishment / remedial work required at boreholes**

When referring to groundwater sampling the best practice is to ensure boreholes are kept in a good condition to ensure sampling can be performed over extended periods. Due to the nature and location of groundwater monitoring boreholes it is anticipated that boreholes may be blocked with sand, vegetation, roots, building material or any other substance. To reduce the loss of boreholes it will be required for the service provider to employ re-drilling or water jetting methods to clear and repair boreholes and reinstate for monitoring where practical.

If a drilling method is considered, it should be selected based on the internal diameter of the borehole sleeve and care should be taken as not to damage the internal structure of the borehole. The re-drilling or water jetting method to be priced per metre, however the service provider to supply actual depth of drilling that was used for clearance to allow payment of the item. The replacement of top structures allocated under a separate item in the scope of works and pricing schedule.

#### **4.6 Sampling, analysis and classification of liquids and sludges at various waste disposal facilities**

The service provider may be requested to perform the sampling, analysis of various liquids and sludges that are encountered as part of leachate drainage or leachate treatment that are unclassified and regarded as waste for specific waste disposal facilities.

The liquid / waste types may included as a minimum;

- Raw leachate at any waste disposal facilities;
- Treated leachate / effluent and permeate at Vissershok Leachate Treatment Plant;
- Brine of Reverse Osmosis process at Vissershok Leachate Treatment Plant;
- Sludge of Post Aeraton tank at Vissershok Leachate Treatment Plant;
- Any other sludges for leachate at any waste disposal facility.

To achieve compliance the proposed classification methods must comply with the standards as stipulated by the South African National Standard Globally Harmonized System of Classification and Labelling of Chemicals (GHS) – SANS 10234: 2019 Edition 2.

The breakdown for sampling, analysis and classification as per following;

- a) Taking of composite or grab samples of leachate, sludges or brine at the facilities as identified by the client.
- b) Storage and handling of samples to ensure integrity maintained.
- c) Submitting of samples for analysis and classification to a SANAS accredited laboratory.
- d) A Certified copy of SANAS accreditation of laboratory has to be submitted
- e) The classification certificates and any other results are to be signed off by a professional registered Natural Scientist.

#### **4.7 Sealing of abandoned boreholes**

Based on the integrity assessment, in the event that recommendations are obtained for the abandonment of selected boreholes that cannot be repaired or cleared for sampling, these have to be sealed. The requirement will be for the service provider to use the method as prescribed by the Department of Water

Affairs for plugging of a abandoned borehole to seal of the borehole to avoid any ingress of possible contaminants into groundwater or aquifer.

#### **4.8 Slug Tests**

Slug tests may be required at specific boreholes to establish the rate of recharge and hydraulic conductivity for the monitoring boreholes

#### **4.9 Sampling and analysis of leachate at various waste management facilities**

Waste disposal facilities Vissershok, Coastal Park, Kraaifontein, Athlone and Swartklip currently have effluent discharge permits in place for authorisation to discharge effluent or leachate into municipal sewer network or directly at inlet works at waste water treatment facilities with the process for Bellville and Brackenfell in progress. As a minimum bi-monthly sampling and analysis is to be performed of the leachate or effluent to confirm discharge quality.

Independent sampling and analysis needs to be performed to ensure quality verification is honoured as per the authorisation requirements.

To achieve compliance the proposed sampling methods to be employed by the service provider will have to comply with DWAF Minimum Requirements for Monitoring at Waste Management Facilities, 1998.

The breakdown for sampling and analysis may be as following;

- a) Taking of composite or grab samples of leachate at the facilities as identified by the client.
- b) Storage and handling of samples to ensure integrity maintained.
- c) Submitting of samples for analysis to a SANAS accredited laboratory.
- d) A Certified copy of SANAS accreditation of laboratory has to be submitted
- e) All analytical results to be signed off by a professional registered Natural Scientist.
- f) All analytical results to be supplied to the client.
- g) Typical list of constituents that needs to be analysed for as per table below.

<b>LEACHATE – DISCHARGE EFFLUENT CONSTITUENTS</b>		
Arsenic (mg/l)	Cyanide (mg/l)	Selenium (mg/l)
As+B+Pb+Se+Hg+Ti+Cd+Ni (mg/l)	Fats (mg/l)	Sett. Solids (ml/l)
Boron (mg/l)	Fe+Cr+Cu+Zn (mg/l)	Sodium (mg/l)
Cadmium (mg/l)	Iron (mg/l)	Sulphate (mg/l)
Chloride (mg/l)	Lead (mg/l)	Suspended Solids 105 C (mg/l)
Chromium (mg/l)	Mercury (ug/l)	Titanium (mg/l)
COD (mg/l)	Nickel (mg/l)	Total Dissolved Solids (mg/l)
Conductivity (mS/m)	pH	Total Phosphorus (mg/l)
Copper (mg/l)	Phenol (mg/l)	Zinc (mg/l)

#### 4.10 Freeboard monitoring poles

In terms of waste permits or licences there is a need for the visual monitoring of the freeboard of storage ponds that are used for the storage of surface water runoff and raw leachate at the various facilities.

The requirement will be for the installation of a freeboard monitoring pole with markings that can be visually checked for freeboard readings. The poles should meet the following requirements;

- a) Surface water ponds
  - Pole mounted in a drum
  - Pole and drum to be made of non-recoverable material
  - Pole to be treated to withstand effects of water or contaminated water
  - Measuring markings to be in intervals of at least 100mm
  - Monitoring pole to be placed in dry period when ponds are fairly dry and accessible
- b) Leachate ponds
  - Pole mounted in a drum
  - Pole and drum to be made of non-recoverable material
  - Pole to be treated to withstand effects of leachate
  - Measuring markings to be in intervals of at least 100mm
  - Monitoring device to be placed using a crane truck or similar plant

#### **4.11 Survey of ponds**

There will be a need to perform survey at surface water and leachate ponds to obtain the site specific information as a input for the freeboard monitoring marking poles that needs to be installed at surface water ponds and leachate ponds at the various facilities.

The survey will include but not limited to the following;

- a) Surveying by a registered surveyor to obtain the top edge and base elevation (where accessible) of ponds using an accurate survey method to obtain X, Y & Z coordinates as per the LO19 / WGS84 reference system.
- b) Survey of all overflow points and inlet to be included.
- c) Asbuilt drawing information relating to coordinates and elevation of leachate ponds to be verified by survey.
- d) Asbuilt drawings of surface water ponds or leachate ponds to be used as a guide to determine the base elevation.
- e) Actual volume of surface water ponds and leachate ponds to be determined by survey
- f) All information relating to infrastructure to be mapped on a spatial layout indicating all data, including location (X,Y,Z), ponds size, capacity, overflow points and inlets to ponds.
- g) The use of handheld GPS units will not be allowed.

#### **4.12 Professional Support**

The service provider may be required to perform professional support services during the duration of the tender. The service will be requested in writing by the representative of the CCT. Any work under this allocation can only commence after the CCT representative has approved the estimated hours identified by the service provider to perform the work. The estimated hours will be capped at 150 hours per year.

The services may include the following;

- Advising on incidents relating to leachate spillages or contamination by external sources;
- Advising on remediation of non-conformances or issues related to water quality as raised by audit findings;
- Inputs where required for inclusion in design proposals for closure of waste disposal facilities.

#### **4.13 Site Visits**

The service provider will be allowed to perform once-off site visits to the various solid waste facilities to familiarise themselves with location of monitoring infrastructure, general operation and surrounding activities at the facilities. The site visit allocation will also be used if the service provider need to go out to any facility to advise on incidents or non-conformances relating to water quality related issues as and when required. The service provider to have own suitable off road vehicle for site driving. The service provider to allow for any travelling costs in the rate of the pricing schedule for this this item.

#### **4.14 Provisional Sum**

The provisional sum has been allocated for any additional work may be required involving methods or techniques to re-instate groundwater water monitoring infrastructure, other specialised work required as inputs for the interpretation of water quality or pollution plume investigations and special requirements for analysis that forms part of general scope of the work requested.

The tenderer will be required to draft a terms of reference for any such services and submit to the Employer for approval. Following approval, the tenderer must request three written quotes where the value of such services inclusive of VAT is less than R 200 000.00. The quotes will be received and adjudicated by the Employer in terms of the City's Supply Chain Management regulations. The tenderer will be allowed a markup of 5% on outsourced work.

Should the tenderer have in-house expertise for any of the services, the service provider will be required to make a recommendation of the proposed work, inclusive of supplying a motivation and cost breakdown of work required for Clients review. Work can only be commenced after written consent is received from the Client.

#### **4.15 Professional Site Supervision**

The Project Manager will need to identify a professional site supervisor that has 3 years' experience in the groundwater related environment to oversee site work. It must be noted that the rate for full time supervision of any site specific

works must be included in the various rates for specific items in the pricing schedule.

## **5 Communication and data sharing**

For the purpose of this tender a SharePoint folder will be created on the City of Cape Town site data sharing between the successful service provider and the CCT. A folder will be created per year during the duration of the tender.

The site to be strictly used only for the following;

- Uploading of background reports for facilities by CCT;
- Uploading of analytical data in excel and pdf format by CCT;
- Uploading of draft and final reports by the Service Provider;
- Uploading of GIS layout maps for sites by the service provider;
- Uploading and sharing of editable versions of drawings and documents

The method of communication will be via email for all enquiries, comments on reports, submission of project plans and invoices.

## **6 Close out of Tender**

At the end of the 3 year tender a close out meeting will be held with the CCT representatives and the service provider. The service provider will need to supply the following data in an electronic format as specified below for each year of the tender.

- All analytical data in excel and Ms Word format in a folder per facility, with a sheet per sampling location;
- All final signed reports in Pdf format;
- All layout maps in a format of dxf, Shp or kmz that can be imported to Arc GIS.

## **7 Site Access and driving**

It will be the responsibility of the service provider to ensure that suitable off road vehicles are allowed for and are available to complete all work as required in the tender. The client will not be responsible for the transporting or arranging site vehicles to complete any part of the works as required.

The service provider to note that a minimum of 1 week notice will be required to senior management responsible at the respective sites before any proposed site work may be performed.

## **8 Compliance with Occupational Health and Safety**

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 7 of the Act. 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 with his tender or upon request, appended to Schedule 15: a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the activities as required in accordance with the Act, Regulations and Health and Safety Specification included under Annexure 16 in the Scope of Work.

Tenderers must note that the proposed work will be completed at active and closed waste management facilities. These facilities by nature require precautions to be taken whilst on the premises. Heavy machinery and vehicles are active at the facilities as well as fixed machinery and plant.

For on-site activities the following should be noted;

- The service provider to inform site management at least one week in advance of planned work at facilities.
- The service provider to sign in at main entrance for facilities and make contact with site management.
- Once off safety induction of 1 hour length to be completed at the one of the CCT facilities before commencement with work at the site. The service provider to note that safety induction will be required for all team members that need to perform work at the sites.
- PPE will be required in terms of safety boots, reflective vests, dust masks and hard hats as minimum that should be obtained by service provider.

- The service provider will need to comply with the Regulations in terms of Covid-19 as stipulated by the Disaster Risk Management Act.
- At an active site, plant and truck movement occurs and caution should be taken when working at these facilities.
- Service provider must adhere to all traffic safety signs and regulations as posted at facilities.
- The use of LDV or off road vehicles will be required for on-site driving.
- All plant and vehicles used by the service provider must be licenced and roadworthy.

## 9 Solid Waste Facilities

The various facilities that will form part of this tender are listed below. The service provider to be aware that during the duration of the tender additional closed, historical facilities or other waste facilities may be added to the list after monitoring infrastructure is installed and monitoring results are available.

The service provider to allocate a rate for ad-hoc facilities using an assumed quantity of 2 boreholes per facility.

The table below is a guideline of the current sampling points at the various facilities inclusive of the an indication of the sampling frequency for the costing of rates per site. The number of data points may change depending on the operational requirements.

**Table 9.1: Solid waste disposal facility locations**

NO	SITE NAME	LONGITUDE	LATITUDE
1	Atlantis Landfill	18.46928	-33.57571
2	Athlone Refuse Transfer Station	18.51557	-33.94909
3	Bellville Landfill	18.64894	-33.93516
4	Bellville Refuse Transfer Station	18.64803	-33.93191
5	Brackenfell Landfill	18.71171	-33.87815
6	Coastal Park Landfill	18.50214	-34.09197
7	Faure Landfill	18.69784	-34.01600
8	Gordons Bay Landfill	18.88732	-34.14876
9	Kraaifontein Integrated Waste Management Facility	18.73799	-33.83808
10	Noordhoek Landfill	18.37993	-34.11252
11	Radnor Landfill	18.60784	-33.93820
12	Simonstown Landfill	18.42523	-34.16889
13	Swartklip Landfill / Transfer Station	18.64647	-34.05183
14	Table view Landfill	18.50286	-33.79093
15	Vissershok Landfill	18.54485	-33.77388
16	Waterkloof Landfill	18.87683	-34.10826

**Table 9.2: Solid waste disposal facility borehole information**

No	Borehole Number	Diameter (mm)	Depth (m)	Desilting Flow Rate Litres per second
<b>Athlone Refuse Transfer Station</b>				
1	ARTS_BH1	90	10.30	0.12
2	ARTS_BH2	63	9.00	0.04
3	ARTS_BH3	63	10.50	Borehole lost, to be reinstalled
<b>Atlantis Landfill</b>				
1	WP112	110	8.59	No information
2	WP113	110	3.77	No information
3	WP114	110	8.80	No information
4	WP117	110	7.70	No information
5	WP189	110	7.90	No information
6	WP251	110	24.00	No information
7	WP252	110	20.00	No information
8	WP253	110	20.00	No information
9	WP254	110	20.00	No information
10	WP255	110	20.00	No information
11	WP256	110	18.00	No information
12	WP257	110	24.00	No information
13	WP258	110	25.00	No information
14	WP259	110	25.00	No information
15	WP260	90	26	No information
16	WP261	90	12	No information
<b>Bellville Landfill</b>				
1	BV05	60	8.55	0.25
2	BV09	60	8.11	0.22
3	BV10	80	16.34	0.20
4	BV11	130	13.29	0.35
5	BV12	130	15.15	0.90
6	BV14	80	9.22	0.45
7	BV15	80	15.20	0.37
8	BV16	80	8.00	0.28
9	BV17	80	18.44	0.35

No	Borehole Number	Diameter (mm)	Depth (m)	Desilting Flow Rate Litres per second
10	BV19	80	19.53	0.30
11	BV21	125	25.00	0.08
12	BV22	125	23.00	2.50
13	BV23	125	25.00	3.20
<b>Bellville Refuse Transfer Station</b>				
1	BRTS_BH4	90	30.00	0.55
2	BRTS_BH5	90	30.00	0.18
<b>Brackenfell Landfill</b>				
1	BF01	203	44.00	0.25
2	BF02	203	41.00	0.15
3	BF04	203	33.00	0.10
4	BF05	165	41.22	0.06
<b>Coastal Park Landfill</b>				
1	CP_BH01	100	27.80	0.60
2	CP_BH03	110	10.89	1.40
3	CP_BH14	100	13.99	Borehole lost, to be reinstalled
4	CP_BH16	140	19.32	Borehole lost, to be reinstalled
5	CP_BH17	140	28.99	0.30
6	CP_BH18	140	25.78	0.55
7	CP_BH19	115	22.32	3.00
8	CP_BH20	115	14.55	2.20
9	CP_BH21	56	22.33	0.50
10	CP_BH22	56	7.61	0.10
11	CP_BH23	56	6.78	0.10
12	CP_BH24	56	7.55	Borehole lost, to be reinstalled
13	CP_BH25	56	7.13	Borehole lost, to be reinstalled
14	CP_BH26	56	7.72	0.03
15	CP_BH27	56	7.55	0.01
16	CP_BH28	56	7.55	0.10
17	CP_BH29	56	7.58	0.02

No	Borehole Number	Diameter (mm)	Depth (m)	Desilting Flow Rate Litres per second
18	CP_BH30	56	23.33	0.25
19	CP_BH31	56	7.89	0.15
20	CP_BH32	56	7.53	0.35
21	CP_BH33	56	21.61	1.20
22	CP_BH34	125	24.00	2.40
23	CP_BH35	125	24.00	1.80
<b>Faure Landfill</b>				
1	FABH03	110	4.37	0.25
2	FABH05	110	6.39	0.30
3	FABH06	110	3.95	0.20
4	FABH07	110	7.95	0.20
5	FABH08	110	8.22	0.30
6	FABH09	110	2.12	0.25
7	FABH10	110	3.65	0.10
8	FABH11	110	3.22	<0.05
9	FABH12	125	10.00	0.08
10	FABH13	125	8.00	0.40
<b>Gordons Bay Landfill</b>				
1	GBBH2	132	19.62	0.28
2	GBBH3	125	41.00	0.10
3	GBBH4	125	33.00	3.00
<b>Kraaifontein Waste Management Facility</b>				
1	KFRTS_BH1	90	10.00	0.10
2	KFRTS_BH2	63	7.50	0.02
3	KFRTS_BH3	63	7.50	0.10
4	KFRTS_BH4	63	7.50	0.20
5	KFRTS_BH5	90	30.00	0.12
6	KFRTS_BH6	90	30.00	0.04
<b>Swartklip Landfill</b>				
1	SK01	170	41.60	Abandoned
2	SKBH12	52	49.25	0.10
3	SKBH13	52	11.98	<0.04



No	Borehole Number	Diameter (mm)	Depth (m)	Desilting Flow Rate Litres per second
4	SKBH14	52	11.94	0.10
5	SKBH15	52	35.56	0.06
6	SKBH16	110	34.00	3.00
7	SKBH17	125	25.00	3.30
<b>Tableview Landfill</b>				
1	TVBH1	150	17.70	1.50
2	TVBH2	150	16.04	0.18
3	TVBH3	150	8.11	0.10
4	TVBH4	150	5.65	0.08
5	TVBH5	52	16.00	0.05
<b>Vissershok Landfill</b>				
1	VH_BH23	110	4.37	0.02
2	VH_BH25	115	7.01	0.01
3	VH_BH37	110	30.55	0.01
4	VH_BH38	110	31.20	Abandoned, redrill
5	VH_BH41	52	28.54	0.16
6	VH_BH42	52	23.58	0.05
7	VH_BH43	52	39.49	0.50
8	VH_BH44	52	24.21	0.50
9	VH_BH45	52	15.97	0.30
10	VH_BH46	52	39.92	0.20
11	VH_BH47	52	34.92	0.20
12	VH_BH48	52	33.58	0.40
13	VH_BH49	52	23.67	Dry
14	VH_BH50	52	34.17	0.20
15	VH_BH51	52	24.10	0.20
16	VH_BH52	52	40.76	0.60
17	VH_BH53	52	29.80	0.04
18	VH_BH54	52	38.02	0.01
19	VH_BH55	52	52.68	0.58
20	VH_BH56	52	33.00	0.01
21	VH_BH57	52	24.10	0.01

No	Borehole Number	Diameter (mm)	Depth (m)	Desilting Flow Rate Litres per second
22	VH_BH58	52	39.76	0.02
23	VH_BH59	52	34.10	0.02
24	VH_BH60	52	23.95	–
25	VH_BH61	52	35.50	0.18
26	VH_BH62	52	39.73	0.25
27	VH_BH63	52	35.46	0.04
28	VH_BH64	52	42.47	0.18
29	VH_BH65	52	39.69	–
30	VH_BH66	52	39.63	0.02
31	VH_BH67	52	36.54	0.02
32	VH_BH68	125	41.75	0.02
33	VH_BH69	125	47.63	0.02
34	VH_BH70	125	42.52	3.30
35	VH_BH71	100	31.00	0.10
36	VH_BH72	50	12.00	–
<b>Waterkloof Landfill</b>				
1	WK_BH1	125	25	0.07
2	WK_BH2	125	25	1.20
3	WK_BH3	125	26	0.70
4	WK_BH4	125	20	0.20
5	WK_BH5	125	18	0.90
6	WK_BH6	177	21	0.12
7	WK_BH7	177	36	0.30
8	WK_BH8	125	20	0.20
9	WK_BH9	177	45	0.45
10	WK_BH10	125	20	0.18

**Table 9.3 – Sampling points and frequency**

Facility	Estimated quantity of samples points	Estimated Frequency of sampling and analysis	Period for sampling	Factual reports required per year
<b><u>Operational Landfill Sites</u></b>				
<b>Coastal Park Landfill</b>				
Borehole points	22	2 x year	Jan / Jul	2
Borehole points	5	Monthly	Monthly	
Surface water ponds	2	Monthly	Monthly	
Raw leachate pond and sumps	7	Monthly	Monthly	
Surface water sumps	2	Monthly	Monthly	
<b>Vissershok Landfill (South and North)</b>				
Borehole points	35	4 x year	Jan / Apr / Jul / Oct	4
Surface water ponds	6	1 x per week	1 x per week	
Raw Leachate lagoon	1	2 x per week	2 x per week	
Treated leachate effluent / permeate	1	2 x per week	2 x per week	
Leachate plant samples	8	2 x per week	2 x per week	
<b><u>Operating Waste Management Facilities</u></b>				
<b>Athlone Refuse Transfer Station</b>				
Borehole points	3	2 x per year	Jun / Dec	2
<b>Bellville Waste Management Facility</b>				
Borehole points	5	2 x year	Jun / Dec	2
Surface water ponds (not sampled yet)	4	Monthly	Monthly	
<b>Kraaifontein Integrated Waste Management Facility</b>				
Borehole points	6	2 x year	Jun / Dec	2
<b><u>Closed Landfill Sites</u></b>				
<b>Atlantis Landfill</b>				
Borehole points	14	4 x year	Jan / Apr / Jul / Oct	4
<b>Bellville Landfill</b>				
Borehole points	16	2 x per year	Jan / Jul	2
Borehole points	5	Monthly	Monthly	
Surface water ponds	2	Monthly	Monthly	
Raw leachate sump	1	Monthly	Monthly	
Wetland Area	2	Monthly	Monthly	
<b>Brackenfell Landfill</b>				
Borehole points	7	3 x year	Jan / Apr / Jul	2
Surface water	1	2 x per year	Jan / Jul	

Facility	Estimated quantity of samples points	Estimated Frequency of sampling and analysis	Period for sampling	Factual reports required per year
Leachate	1	2 x per year	Jan / Jul	
<b>Faure Landfill</b>				
Borehole points	12	2 x year	May / Nov	2
Surface water ponds	2	2 x year	May / Nov	
<b>Gordons Bay Landfill</b>				
Borehole points	3	2 x year	Jun / Dec	2
<b>Noordhoek Landfill</b>				
Borehole points (when installed)	2	2 x year	Jan / Jun	2
<b>Simonstown Landfill</b>				
Borehole points (when installed)	3	2 x year	Jan / Jun	2
<b>Swartklip Landfill &amp; RTS</b>				
Borehole points	6	2 x year	Mar / Sept	2
<b>Tableview Landfill</b>				
Borehole points	5	Bi-annual	Jun / Dec	2
<b>Waterkloof Landfill</b>				
Borehole points	9	2 x year	May / Nov	2
Surface water ponds	1	2 x year	May / Nov	
<b>Ad Hoc Waste Facilities</b>				
Estimated boreholes per facility	2	2 x year	May / Nov	2

**CITY OF CAPE TOWN**  
**SOLID WASTE MANAGEMENT**

**126C/2021/22**

**APPOINTMENT OF INDEPENDENT PROFESSIONAL SERVICE PROVIDER  
FOR THE INTEGRITY MANAGEMENT OF GROUNDWATER MONITORING  
INFRASTRUCTURE, SAMPLING AND INTERPRETATION OF WATER  
QUALITY DATA AT SOLID WASTE MANAGEMENT FACILITIES**

**ANNEXURE 16: HEALTH & SAFETY SPECIFICATION**

## FOREWORD

This Health and Safety specification has been compiled under the guidelines of the Occupational Health & Safety Act no. 85 of 1993 as amended (the Act) and the promulgated Construction Regulations (February 2014).

It must be clear that this document is a management tool and should be used at work to comply with the aforementioned Act and its Regulations.

**It must also be noted that any deviations or non-compliance from this specification would render your chances of working for CCT SOLID WASTE MANAGEMENT / APPOINTMENT OF INDEPENDENT PROFESSIONAL SERVICE PROVIDER FOR THE INTEGRITY MANAGEMENT OF GROUNDWATER MONITORING INFRASTRUCTURE, SAMPLING AND INTERPRETATION OF WATER QUALITY DATA AT SOLID WASTE MANAGEMENT FACILITIES Project.**

Should there be any contradiction between the document and the Act; the Act must take preference except where explicitly stated.

Similarly, where this document is silent on a specific Health & Safety requirement, the Act must be used as the minimum requirement.

Should you be unclear about anything set out in this document, please contact the office below.

We ensure you of our best intentions and services always.

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### PROJECT DETAILS

Client	City of Cape Town Solid Waste Management
Project name	APPOINTMENT OF INDEPENDENT PROFESSIONAL SERVICE PROVIDER FOR THE INTEGRITY MANAGEMENT OF GROUNDWATER MONITORING INFRASTRUCTURE, SAMPLING AND INTERPRETATION OF WATER QUALITY DATA AT SOLID WASTE MANAGEMENT FACILITIES
Project address	Solid Waste Management Disposal facilities
Contract duration	36 Months from date of commencement
Nominated OHS Consultant	
Contact	
Department of Employment and labour local office	Cape Town
The project scope/ brief	<ul style="list-style-type: none"><li>1. Integrity management of groundwater monitoring infrastructure at Solid Waste Management Disposal facilities.<ul style="list-style-type: none"><li>○ Desilting of groundwater monitoring infrastructure</li><li>○ Assessment of existing groundwater monitoring borehole infrastructure</li><li>○ Site Investigation by test auger drilling</li><li>○ Installation of new boreholes</li><li>○ Installation of borehole top structures</li><li>○ Sampling and analysis of groundwater</li><li>○ Hydro chemical depth profiling of boreholes</li><li>○ Groundwater level monitoring</li><li>○ Sampling and analysis of surface water or leachate at various waste management facilities</li><li>○ Reports for various activities</li><li>○ Professional Site Supervision</li></ul></li><li>2. Interpretation of water quality at Solid Waste Management Disposal facilities<ul style="list-style-type: none"><li>○ Collation of analytical water quality data</li><li>○ Statistical processing of analytical data</li><li>○ Report Writing</li></ul></li><li>3. Pollution Plume<ul style="list-style-type: none"><li>○ Pollution plume modelling</li><li>○ Report for pollution plume investigation</li><li>○ Geophysical Surveys</li><li>○ Borehole pump testing</li><li>○ Downhole Camera Surveys</li></ul></li></ul>



	<p>4. Adhoc Services</p> <ul style="list-style-type: none"> <li>○ Professional Support</li> <li>○ Refurbishment / remedial work required at boreholes</li> <li>○ Sampling, analysis and classification of liquids and sludges at various waste disposal facilities</li> <li>○ Slug Tests</li> <li>○ Sampling and analysis of leachate at various waste disposal management facilities</li> <li>○ Sealing of abandoned boreholes</li> <li>○ Water Monitoring Plans</li> <li>○ Freeboard monitoring of various ponds</li> <li>○ Site Visits</li> <li>○ Review meetings</li> <li>○ Resident Monitoring Meetings</li> <li>○ Provisional Sum</li> <li>○ Communication and data sharing</li> </ul> <p>5 Close out of Tender</p> <p>6 Site Access and driving</p> <p>7 Health and Safety Specification</p> <p>8 Solid Waste Management Facilities</p> <ul style="list-style-type: none"> <li>○ Table 9.1: Solid waste disposal facility locations</li> <li>○ Table 9.2: Solid waste disposal facility borehole information</li> <li>○ Table 9.3: Sampling points and frequency</li> <li>○ Figure 9.4: Typical groundwater monitoring well structure</li> <li>○ Figure 9.5: Locality Map for solid waste disposal facilities</li> </ul>
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## 1. INTRODUCTION AND BACKGROUND

### 1.1 BACKGROUND TO THE HEALTH AND SAFETY SPECIFICATION

In terms of Construction Regulation 5(1) (b) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), **CITY OF CAPE TOWN SOLID WASTE MANAGEMENT**, shall be responsible to prepare a Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform professional services for **APPOINTMENT OF INDEPENDENT PROFESSIONAL SERVICE PROVIDER FOR THE INTEGRITY MANAGEMENT OF GROUNDWATER MONITORING INFRASTRUCTURE, SAMPLING AND INTERPRETATION OF WATER QUALITY DATA AT SOLID WASTE MANAGEMENT FACILITIES project**; on its behalf with the same.

The Client's further duties are as described in The Act and the Regulations made there-under as, The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 7 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates '*a documented specification of all health and safety requirements pertaining to associated works at solid waste disposal facilities, to ensure the health and safety of persons*', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the sites of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every activity of the required services and various solid waste disposal facilities will be different, and circumstances and conditions may change even daily. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the disposal facilities, to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed to reduce as far as practicable, the **hazards identified** in the Risk Assessment.

**Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the representative of the Employer.**

### 1.2 PURPOSE OF THE CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

**CITY OF CAPE TOWN SOLID WASTE MANAGEMENT**; is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of this Health and Safety Specification. **(All references to the singular shall also be regarded as references to the plural)**

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her Sub-contractors) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the client. The Principal Contractor (and his /her sub-contractors) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

Safety considerations affecting the site of the project and its environment;

- a) Health and safety aspects of the associated structures and equipment;
- b) Submissions on health and safety matters required from the Principal Contractor (and his /her sub-contractors); and

- c) The Principal Contractor's (and his /her sub-contractors) health & safety plan.

To ensure that the Principal Contractor (and his /her sub-contractors) is fully aware of what is expected from him/her with regards to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made thereunder including the applicable safety standards, and in terms of Section 8 of the Act.

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on February 2014 and incorporated into the above Act by Government Notice GNR 84, published in the Government Gazette shall apply to any person involved in construction work pertaining to this project, as will the Act

## **2. HEALTH AND SAFETY SPECIFICATION / SECTION 5 (1) (b) of the Construction Regulations**

### **2.1 SCOPE**

The Health and Safety Specifications pertaining to the project; “**(APPOINTMENT OF INDEPENDENT PROFESSIONAL SERVICE PROVIDER FOR THE INTEGRITY MANAGEMENT OF GROUNDWATER MONITORING INFRASTRUCTURE, SAMPLING AND INTERPRETATION OF WATER QUALITY DATA AT SOLID WASTE MANAGEMENT FACILITIES)**”, covers the subjects contained in the index and is intended to outline the normal as well as any special requirements of the Client pertaining to the health and safety matters (including the environment) applicable to the project in question. These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications and drawings shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

#### **2.1.1 PROVISION FOR HEALTH AND SAFETY COST**

The Principal Contractor must make provision for the cost of Health and Safety Measures during the construction process as required by the Construction Regulations 5(1)(g).

### **2.2 INTERPRETATIONS**

#### **2.2.1 APPLICATION**

This specification is a compliance document drawn up in terms of the South African legislation and is therefore binding. It must be read in conjunction with the relevant legislation as noted previously.

#### **2.2.2 DEFINITIONS**

The definitions as listed in the Occupational Health and Safety Act 85/1993 and Construction Regulations (February 2014) shall apply.

##### **“Purpose of the Act” –**

To provide for the health and safety of persons at work and the health and safety of persons about the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or about the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

##### **“Agent” –**

means any person who acts as a representative for a client;

##### **“Client” – CITY OF CAPE TOWN SOLID WASTE MANAGEMENT; of the premises**

means any person for whom construction work is performed;

**“Construction Work”** is defined as any work about –

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of an excavation, piling, or any similar civil engineering structure or type of work;

**“Contractor”**

means an employer who performs construction work;

**“Health and Safety File”** – SHE File

means a file, or other record in permanent form, containing the information required as contemplated in the regulations;

**“Health and Safety Plan”** –

means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

**“Health and Safety Specification”** –

means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, to ensure the health and safety of persons;

**“Method Statement”** –

means a document detailing the key activities to be performed to reduce as reasonably as practicable the hazards identified in any risk assessment;

**“Principal Contractor”** –

means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

**“Risk Assessment”** –

means a program to determine any risk associated with any hazard at a construction site, to identify the steps needed to be taken to remove, reduce or control such hazard.

## **2.3** MINIMUM ADMINISTRATIVE REQUIREMENTS

### **2.3.1** NOTIFICATION OF INTENTION TO COMMENCE WITH CONSTRUCTION WORK

The Principal Contractor shall notify the Provincial Director of the Department of Labor (DoL) in writing that construction work commences (CR 4) - where applicable.

### **2.3.2** APPLICATION FOR CONSTRUCTION WORK PERMIT

A client who intends to have construction work carried out must at least 30 days before that work is to be carried out apply in writing to the provincial director for a construction work permit to perform construction work if the intended construction work starts after the 7<sup>th</sup> of February 2017 and the works contract value will exceed forty Million Rand or has a CIDB grading level 8 - Where applicable.

### **2.3.3** ASSIGNMENT OF CONTRACTOR'S RESPONSIBLE PERSONS TO SUPERVISE HEALTH AND SAFETY ON SITE 8(1) & 8(2) AS WELL AS 8(7) & 8(8)

The Principal Contractor shall submit supervisory appointments as well as any relevant Appointments in writing (as stipulated by the OHSACT and Construction Regulations), prior to commencement of work. Proof of competency

must be included.

#### **2.3.4 COMPETENCY FOR CONTRACTOR'S APPOINTED COMPETENT PERSON**

The Principal Contractors' competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (February 2014). Proof of competence for the various appointments must be included.

#### **2.3.5 COMPENSATION OF OCCUPATIONAL INJURIES AND DISEASES ACT 130 OF 1993 (COIDA)**

The Principal Contractor shall submit a letter of good standing from their Compensation Insurer-FEM or Compensation Commissioner to the Client's Representative as proof of registration. Sub-Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.

#### **2.3.6 OCCUPATIONAL HEALTH AND SAFETY POLICY**

The Principal Contractor and their Sub-Contractors shall submit a Health and Safety policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractors.

#### **2.3.7 PRELIMINARY HAZARD IDENTIFICATION AND RISK ASSESSMENT AND PROGRESS HAZARD IDENTIFICATION AND RISK ASSESSMENT**

The Principal Contractor is to develop an initial Risk Assessment & Method statement drawn up by a competent appointed person of the risks that they foresee during construction works.

**The following is a site-specific source of risk that has been identified, and MUST as a minimum be appropriately addressed by the Principal Contractor in their Health & Safety Plan with Control Measures:**

- **Public/Staff safety (OHS ACT 9)**
  - Effect of Construction Work on or nearby public and staff
- **Traffic management of all vehicles and plant on site**
  - Process to control vehicles on site/ traffic at landfill site (trucks and mobile plant)
  - Material/equipment delivery and rubble removal/ traffic
- **Site Establishment (CONSTRUCTION REGULATION)**
  - Secure/Safe Storage of Material, Plant & Equipment
  - Vehicle Access to Site/ traffic
  - Location of Existing Services (electrical, plumbing, communications, IT, gas etc....)
  - Dealing with existing structures
  - Contractor employees to remain at their work stations and not roam around facilities
- **Boundary & Access Control**
  - Public Liability / Access Control / Compliance to the **OHS act Section 9**
  - Work Area/Site needs to be Properly Demarcated and horded off with signage
  - Relevant Construction Warning Signage must be clear and visible (public safety)
- **Working near existing services (Over, under or near).**
  - Electrical Power Cables, Telkom communication, gas lines, plumbing etc.
- **Protection of Storm Water System (NEMA)**
  - Method to prevent Run Off into Storm Water Systems and drains
  - Compliance to the NEMA (National Environmental Management Act)
- **Noise & Dust (NIHLR 7/10) & (ERWP 5)**
  - Principal Contractor to compile a Method Statement to reduce Noise Levels and the Action Plan to minimize dust exposure.
  - Principal Contractor to ensure that these risk assessments, as well as other risks identified by them, are updated monthly or as the risk changes and communicated to all relevant parties – **CR 9**
- **Pressure equipment regulations / gas bottles (PER)**
  - Pressure equipment and gas bottles must adhere to the regulations

- All pressure vessels need to be in a good state of repair and serviced annually
- Must show the manufactures tag and pressure **(PER 9)**
- All records are to be kept in Health and Safety file **(HSF)**
- **Facilities Regulations**
  - clean running water fit for human consumption must be made available
  - the use of chemical toilets

### 2.3.8 HEALTH AND SAFETY FILE (HSF) (SHE FILE)

The Principal contractor/s must, in terms of CR 7 (1)(b), maintain the HSF on site always. The HSF is a file with permanent records containing information on aspects of the project – which will be necessary to ensure the health and safety of any person who may be affected by the services. The HSF must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. The Principal Contractor shall appoint a suitably qualified person to prepare the HSF and to keep it up to date for the duration of the contract.

The HSF shall include at least the following information (where applicable):

- a) Copy of OHSACT (updated) GAR 4.) and applicable regulations as well as C.O.I.D Act
- b) Proof of Registration and good standing with a COIDA Insurer (CR 7 (1) (c) (IV) (The Principal Contractors shall submit a letter of good standing with the compensation Insurer, at the tender stage).
- c) OHS Plan agreed with client including the underpinning Risk Assessment/s & Method Statements CR 7(1).
- d) Designs/drawings CR 6.
- e) A list of Contractors (Sub-Contractors) including copies of the agreements 37(2) between the parties and the type of work being done by each Contractor CR 7(1)(c)(v).
- f) Appointments/Designation forms as per Administrative & Legal Requirements (in writing)
- g) Registers as per Administrative & Legal Requirements.
- h) 37(2) Mandatory Agreements
- i) Public liability & 3<sup>rd</sup> party insurances
- j) S.A.R.S Tax clearance certificates
- k) Copy of this Health and Safety specifications
- l) Baseline, task based and continuous Risk Assessments
- m) All applicable legal appointments
- n) Certificates of competency of all appointments / CV's where required

The HSF shall be handed over to **CITY OF CAPE TOWN SOLID WASTE MANAGEMENT** on completion of the contract. It must contain all the documentation as set out above, or as instructed, as well as any handed to the Principal Contractor by any sub-contractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

### 2.3.9 COPY OF THE ACT

The Contractor shall ensure that a copy of the Act and relevant regulations is available on site for inspection by any person engaged in any activity on the site.

### 2.3.10 SITE HEALTH AND SAFETY RULES

The Principal Contractor must develop a set of Site Specific Health and Safety Rules that will be applied to regulate the Health and Safety Aspects on site. His rules must abide by and work hand in hand with the **CITY OF CAPE TOWN SOLID WASTE MANAGEMENT** site rules and guidelines. Security and Access control must be included in the rules and non-employees will not be allowed on site unaccompanied. All contractors must be clearly identified.

### 2.3.11 HEALTH AND SAFETY REPRESENTATIVE

The Principal Contractor and their Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their function. The appointment must be in writing. The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at the monthly Health and Safety meetings of the facility where work is carried out for that particular month. This must be part of the periodic audits and inspections.

### 2.3.12 HEALTH AND SAFETY COMMITTEE

The Contractor shall convene health and safety meetings whenever more than two health and safety representatives have been appointed for the site. These meetings shall be attended by all health and safety representatives and persons nominated by the Contractor. Such meetings shall be convened at least once every month to:

- a) Make recommendations to the Contractor regarding any matter affecting the health or safety of persons on the site; and
- b) Discuss any incident on the site in which or in consequence of which any person was injured, became ill or died.

The Contractor shall consult with the health and safety committee on the development, monitoring and review of the risk assessment. The Contractor shall ensure that minutes of the health and safety committee meetings are kept.

The Employer's Health and Safety Agent shall be invited to attend such meetings as an observer.

### 2.3.13 INDUCTION

Principal Contractor shall ensure that all undergo site-specific induction presented by a competent person and proof of it to be placed on file prior to them starting on site as required by Construction Regulation 7(5) and (6).

### 2.3.14 AWARENESS TRAINING SESSIONS

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place **at least every three months when work activities occur at any of the facilities**. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the Health and Safety file. All Principal Contractors must comply with this minimum requirement.

### 2.3.15 COMPETENCY

All Competent persons shall have the knowledge, experience, training and qualifications specific to the work they have been appointed to supervise, control, and carry out. This will have to be assessed on regular bases e.g. periodic audits by the appointed Health and Safety Agent, progress meetings, etc. The Principal Contractor is responsible to ensure that competent Contractors are appointed in writing to carry out construction work.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed. **SEE ANNEXURE "D"**

### 2.3.16 GENERAL RECORD KEEPING

The Principal Contractor and their Sub-Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993, and with the Construction Regulations (2014).

These records are crucial for inclusion in the Principal Contractors' consolidated health and safety file for handover to **CITY OF CAPE TOWN SOLID WASTE MANAGEMENT** on completion of construction work.

### 2.3.17 HEALTH AND SAFETY AUDITS, MONITORING AND REPORTING

The Principal Contractor is obligated to conduct periodic Health and Safety audits of the services as delivered by contractors and include a full audit of the physical site activities as well as an audit of the administration of the Health and Safety file.

### 2.3.18 EMERGENCY PROCEDURES

The Principal Contractor shall adhere to **The CITY OF CAPE TOWN SOLID WASTE MANAGEMENT** Evacuation

Plans with assembly points and contact details in case of any emergency and must compile their own emergency evacuation plan in line with the solid waste disposal facilities where services are executed. This plan must include the safety of site employees and visitors. This emergency plan must be included in the safety plan and SHE file on site.

The Principal contractor/s shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

- List of key competent personnel to control an emergency
- Details of emergency services and emergency contact numbers
- Actions or steps to be taken in the event of the specific types of emergencies
- Information on hazardous material/situations
- Location of emergency assembly point

Emergency procedures shall include, but not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, client employee safety, protest action etc. The Principal Contractor shall advise **CITY OF CAPE TOWN SOLID WASTE MANAGEMENT's** agent, engineers, consultants and all relevant authorities forthwith, of any emergencies, together with a record of action taken. This shall be confirmed in writing as soon as possible after the incident. A contact list of all service providers (Fire Department, Ambulance, Police, Medical, and Hospital, etc.) must be maintained and available to site personnel. These procedures shall form part of the OHS Plan.

### **2.3.19 FIRST AID BOXES AND FIRST AID EQUIPMENT (GSR 3)**

The Principal Contractor and their Contractors shall appoint in writing the First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. All Principal Contractors with more than 5 employees shall supply their own first aid box. Principal Contractors with more than 10 employees shall have trained, certified first aider on site always and a First Aid box adequately stocked always.

### **2.3.20 ACCIDENT / INCIDENT REPORTING AND INVESTIGATION (GAR 8 /9)**

- a) The Principal Contractor/s is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic. (GAR 9)
- b) The results of the investigation are to be entered in the Accident/Incident Register (GAR 9)
- c) ***The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in the future.***
- d) The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- e) The Principal Contractor shall report any accidents or incidents to the Client and the Client's appointed OHS Agent immediately.

The Principal Contractor and or Sub contractor must report all injuries to the representative of **CITY OF CAPE TOWN SOLID WASTEMANAGEMENT** after an incident occurs.

### **2.3.21 HAZARDS AND POTENTIAL SITUATIONS (OHS ACT SECTION 13) DUTY TO INFORM**

The Principal Contractor shall immediately notify the representative of **CITY OF CAPE TOWN SOLID WASTE MANAGEMENT** of any hazardous or potentially hazardous situations that may arise during the performance of services / construction activities.

### **2.3.22 PERSONAL PROTECTIVE EQUIPMENT (PPE) AND CLOTHING (GSR 2)**

The Principal Contractor shall ensure that all workers are issued and wear hard hats, protective footwear, safety vest, glasses, gloves and overalls. The Principal Contractor and their Sub-Contractors shall make provision and keep adequate quantities of SABS approved PPE on site always. Any Non- conformance will result in the job being stopped.

### **2.3.23 CONTRACTORS**

The Principal Contractor shall ensure that all Contractors appointed by them comply with this Specification, the OHS Act 85/1993, and Construction Regulation (2014). The Principal Contractor may only appoint a sub-



contractor after approving the sub-contractor's health & safety plan. The Principal Contractor must audit each of its Contractors, with audit reports filed in the health and safety file on site. The audit must include an administrative assessment as well as a physical inspection of the contractor's health and safety systems.

**The Principal Contractor must stop any Contractor from carrying out construction work that is not in accordance with the Principal Contractor's or Contractor's health and safety plan or if there is an immediate threat to the health and safety of persons.**

The Principal Contractor shall take all reasonable steps necessary to ensure co-operation between all Contractors to enable each of those Contractors to comply with the provisions of these regulations. The Principal Contractor must ensure that their Contractor is registered and in good standing with a recognized compensation fund or with a licensed compensation insurer prior to work commencing on site; The Principal Contractor must ensure that potential Contractors submitting tenders have made provision for the cost of health and safety measures during the construction process;

The Principal Contractors shall discuss and negotiate with their Contractor the contents of the health and safety plan and shall finally approve that plan for implementation.

#### **2.3.24 LEGAL APPOINTMENTS**

**The principal** contractor must ensure that all the legal appointments are made and in accordance with the OHS Act and accompanying Regulations. i.e.: -

1. Fire aider (GSR 3)
2. Health and Safety Representative Sec 17(1)
3. Construction Manager/ Supervisor/ or Assistants 8.1 & 8.2 / 8.7 & 8.8
4. Risk assessor (CR 9)
5. Incident investigator (GAR 8)
6. Excavation supervisor (CR 13)
7. Emergency co-ordinator

## 2.4 PHYSICAL REQUIREMENTS

### 2.4.1 PUBLIC LIABILITY EXPOSURE AND INSURANCES

The Principal Contractor/shall safeguard members of the public/ (and their vehicles) and / or any other persons passing / entering the site from any construction activities. Safety measures shall include but not be limited to: Safety cones, barrier tape, nets, canopies, crushed decks and flagmen, hoarding & fencing etc. to comply with Section 9 of Occupational Health and Safety Act and Construction Regulation 27 (f).

### 2.4.2 EXISTING STRUCTURES

Any structures that may be affected by work must be considered in the planning process. Precautionary measures must be detailed and applied to prevent damage, uncontrolled collapse of existing structures, and/or loss to property and persons during the entire construction phase.

#### 2.4.3 PUBLIC AND SITE VISITOR HEALTH AND SAFETY (OHS ACT 9 / 13)

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimize those dangers. Appropriate Health and Safety notices and signs shall be posted up, but shall not be the only measure taken. The Principal Contractor has a duty in terms of the OHS Act 85/1993 Section 9 to do all that is reasonably practicable to prevent members of the public as well as site visitors from being affected by the construction activities.

The Principal Contractor must allow for the safe diversion of pedestrians to ensure the safety of the public. The Principal Contractor must also take all necessary steps to prevent injury or ill health to the public as prescribed by Section 9 of the OHS Act 85/1993.

The Principal Contractor must make provision for adequate site hoarding in the form of wooden timber board to minimize risk and impose dust control. Should external scaffolding and other external work be carried out in elevated positions, where the public may be affected; aprons/fans and sheeted scaffolds will be required, preventing any material/objects from injuring the public?

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these inductions must be kept on site in accordance with the Construction Regulations. Principal Contractor is to ensure that no unauthorized persons enter the construction area by implementing security control measures/registers and site to be sufficiently fenced and horded off.

## 2.5 PLANT AND MACHINERY

### 2.5.1 PRESSURE EQUIPMENT (PER) AND GAS CYLINDERS / VESSELS UNDER PRESSURE

The Principal Contractor shall comply with the **Pressure Equipment Regulations**, including:

- Providing competency and awareness training to the operators,
- Providing PPE or clothing,
- Inspect Equipment regularly and keep record of inspections,
- Providing appropriate firefighting equipment (Fire Extinguishers) on hand.

### 2.5.2 FIRE EXTINGUISHERS AND FIRE FIGHTING EQUIPMENT

The Principal Contractor shall provide adequate, regularly serviced fire-fighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required.

### 2.5.3 HIRED PLANT AND MACHINERY

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (2014) shall apply.

The Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on

site in the Health and Safety file. All relevant Contractors must ensure the same.

#### **2.5.4 GENERAL MACHINERY**

The Principal Contractor shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who operate machinery.

#### **2.5.5 HAND TOOLS**

The Principal Contractor and sub-contractor shall ensure that use of all hand tools follows relevant legislation. Safe work procedures will apply and compliance is to be enforced always, and PPE and clothing are provided and maintained. All the hand tools shall be recorded in the Hand Tool Register, kept in the Health & Safety File. A competent person shall undertake routine inspections of the hand tools to ensure that they are all kept in top condition.

### **2.6 OCCUPATIONAL HEALTH AND HYGIENE**

#### **2.6.1 OCCUPATIONAL HYGIENE**

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and the Principal Contractor must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.

The Risks to be looked at includes:

##### Ventilation

Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel / motors running and in confined spaces / basements.

##### Noise

Tasks identified where noise exceeds 85 dB

All reasonable steps are to be taken to reduce noise levels at the source.

Hearing protection is to be used where noise levels cannot be reduced to below 85 dB No noise work to take place after 16:00 pm.

#### **2.6.2 ALCOHOL AND OTHER DRUGS**

The Principal Contractor must ensure that no alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness / condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith.

Any person suspected of being under the influence of alcohol or other drugs must not be allowed to enter the premises and the correct procedures are to follow.

#### **2.6.3 COVID-19**

All contractors, visitors and personnel on-site shall adhere to all published COVID-19 Regulations and undergo screening (in the form of a checklist) on a daily basis and records thereof shall be kept on-site. The Principal Contractor shall determine a suitably competent person to conduct the screening and ensure that all sub contractors also adhere to COVID-19 Regulations issued by the Minister of Employment and Labour in terms of regulation 4(10) of the National Disaster Regulations made under section 27(2) of the Disaster Management Act, 2002.

**HEALTH AND SAFETY SPECIFICATION (HSS)**  
**PROJECT: APPOINTMENT OF INDEPENDENT PROFESSIONAL SERVICE PROVIDER**  
**FOR THE INTEGRITY MANAGEMENT OF GROUNDWATER MONITORING**  
**INFRASTRUCTURE, SAMPLING AND INTERPRETATION OF WATER QUALITY DATA AT**  
**SOLID WASTE MANAGEMENT FACILITIES**

**Annexure A**

**HEALTH, SAFETY and ENVIRONMENTAL POLICY**

**CITY OF CAPE TOWN SOLID WASTE MANAGEMENT** believes that responsible management of health, safety and environmental concerns is an integral part of its business ethic. Through strategic management of health, safety and the environment, commitment to our mission, vision, and values, and by a culture of health, safety and environmental awareness and responsibility, we strive to:

- Apply sound health, safety and environmental management principle and operating practices.
- Protect health and promote safety of personnel, visitors and community.
- Be alert to the needs of all concerned, technological advancements, and socio-economic priorities.
- Lessen the hazards and potential hazards in our complex which may affect our personnel or the environment.
- Minimize any detrimental impact in our undertaking might have on society or the environment.

**OUR POLICY IN THIS REGARD IS THEREFORE TO:**

- Provide a safe, healthy and environmentally friendly working environment for the well-being of our employees and their families, through staff participation and ownership of health, safety and environmental responsibilities.
- Ensure that the health and safety of the public and neighbouring communities as well as the environment are not compromised by our operations.
- Meet corporate requirements by complying with health, safety and environmental laws and regulations, conducting business according to recognized standards of our type of industry, and committing the necessary resources.
- Build and maintain a constructive relationship with regulatory authorities, meet all operating permit and license obligations, and provide prompt advice on relevant issues.
- Commit ourselves to ensure sub-contractor health and safety compliance during their tenure with us, and to enforce standards and procedures laid down by us as a minimum code of conduct for sub-contractors and third parties.

**TO ACHIEVE THESE OBJECTIVES, WE UNDERTAKE TO:**

Motivate, educate and train employees to assume personal ownership of health, safety and environmental issues, and in this way to accept the implications of their actions on health, safety and the environment. Endeavour to keep the public informed about our operations through timeous communication.

Focus on the application of appropriate health, safety and environmental standards, including fire protection, good operating practices and sound management principles, to ensure that all possible measures are taken to minimize losses and avoid accidents. Promote health, safety and environmental awareness among Sub-Contractors and to reinforce responsible behaviour and practices that should be followed when performing work for us.

Enlist the commitment of all staff to comply with the relevant Act and Regulations and to manage and counter the hazards of our business through well entrenched health, safety and environmental programs. Make Sub-Contractors aware of their obligations regarding education and training in health, safety and environmental matters, supporting their efforts where appropriate.

Co-operate actively with professional bodies in formulating health, safety and environmental standards, with the intent of making these realistic while achieving a fair balance between health, safety and environmental priorities and economic realities.

SIGNED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

SIGNATURE: \_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

HEALTH AND SAFETY SPECIFICATION (HSS)  
PROJECT: **APPOINTMENT OF INDEPENDENT PROFESSIONAL SERVICE  
PROVIDER FOR THE INTEGRITY MANAGEMENT OF GROUNDWATER  
MONITORING INFRASTRUCTURE, SAMPLING AND INTERPRETATION OF WATER  
QUALITY DATA AT SOLID WASTE MANAGEMENT FACILITIES**

Annexure B

MANDATORY AGREEMENT

Dear Mr. \_\_\_\_\_

CONTRACTORS WORKING FOR OUR COMPANY

In terms of Section 8, 9 and 37 of the Occupational Health and Safety Act we would like to draw your attention to certain requirements that we have regarding any Contractors who perform work under our supervision.

We will only be able to entertain your tender once you have completed the Contractors declaration contained on the last page of this document.

Please ensure that you understand all the requirements as enumerated on the pages of this document and that this information is relayed to your staff.

Should you utilize the services of subcontractors, we require you to enter into the same type of agreement with them.

THE C.O.I.D. ACT

As the Mandatory we have the right to insist that all Contractors confirm that they are registered and in good standing with the Compensation Commissioner. Please enter your registration number on the last page of this document.

DESIGNATED RESPONSIBLE PERSON

Each Contractor must designate in writing a qualified responsible person who will exercise supervision of his work. The name of this person must be provided on the last page of this document.

The above responsible person must conduct regular inspections of his work area including all machinery, equipment, hand tools, etc. and ensure that they are free from hazards to health or safety.

The relevant inspection certification must be kept up to date before any equipment is used. This especially applies to scaffolding, lighting equipment and vessels under pressure which require legal certification.

The Contractor must also ensure that all plant, machinery and equipment brought onto the premises is, always, free of risk to health or safety, and complies with the requirements laid down by the OHS Act and its Regulations.

Our responsible person has the authority to inspect any of the Contractors plant, machinery and equipment as and when he sees fit.

We cannot be held responsible for any loss of materials, tools or equipment delivered to the site.

PERSONAL HEALTH AND SAFETY EQUIPMENT

All necessary personal health and safety equipment must be supplied and maintained in good condition by the Contractor. In addition, the contractor must ensure that all employees wear the necessary hard hats, goggles, gloves, footwear, safety REFLECTIVE vest etc. where applicable.

CORRECTING OF SUB-STANDARD CONDITIONS

The contractor must make good shortcomings in the standard of his work or about his health and safety provisions.

USE OF COMPANY PLANT AND EQUIPMENT

On no account are Contractors or their employees allowed to operate the Company's machines or vehicles. If

the use of this equipment is required, application must be made to our responsible person.

Should permission be granted however, it must be understood that equipment is used at "own risk" and will be the "property" of the Contractor whilst in use. The Contractor will be required to make good any loss or damage to such equipment.

As a rule, however, all Contractors must ensure that they provide their own equipment.

### SERVICE CONNECTIONS

Under no circumstances will any Contractor couple up water, electricity, compressed air (if applicable) or other piped services without first obtaining permission from the responsible person.

All connections for which permission has been granted must be switched off/ made safe before leaving the site.

### CONTROL OF UNSAFE OR UNHEALTHY ACTS

The Contractor must ensure that all his employees have received adequate training and are competent enough to perform their tasks in a safe and healthy manner.

### FOUL LANGUAGE

No foul language will be tolerated.

### HORSEPLAY

Horseplay is prohibited on the premises. Contractors must exercise control by ensuring that employees are supervised always.

### GOOD HOUSEKEEPING

The site must be cleared of all refuse or unused materials and generally kept tidy for the duration of the contract. All other waste must be removed from the site on a regular basis.

Materials left lying about after completion of the contract will be removed by the **CITY OF CAPE TOWN SOLID WASTE MANAGEMENT** at the expense of the contract price. The **CITY OF CAPE TOWN SOLID WASTE MANAGEMENT** will not be held responsible for the loss of any materials dealt with in this manner.

### SECURITY

The Contractor's employees will be restricted to the site area and other areas associated with the site only. These employees are forbidden to enter any other area and the contractor must ensure they abide by the agreement.

Any person found tampering with company equipment, or pilfering; or apparently under the influence of alcohol or drugs, will be removed from the site and may be charged.

The Contractor's employees and all vehicles are liable to spot searches at any time. All persons are expected to co-operate with this arrangement.

The **CITY OF CAPE TOWN SOLID WASTE MANAGEMENT** reserves the right to remove any person from site who fails to adhere to health and safety requirements or orders given on site.

### FIRST AID

Minor first aid requirements should be provided by the Contractor (First Aid box). Contractors with more than 10 employees shall have a fully equipped first aid box with at least one qualified level one first aider to administer the treatment.

### REPORTING OF ACCIDENTS

The **CITY OF CAPE TOWN SOLID WASTE MANAGEMENT** follows an accident prevention policy which includes: The investigation of all accidents to personnel and property with the intention of introducing control measures to prevent a

recurrence of the same incidents. The Contractor is expected to co-operate fully to this end and inform the Company of any incident or accident relating to his employees.

The Contractor must also report any matter affecting the health of his employees or any other person on site. This includes cases of TB or other contagious diseases which may harm other persons on site. **Note: This does not relieve the Contractor of his legal obligations in terms of the Occupational Health and Safety Act to report certain incidents to the Inspector, and to keep those records required by the Act.**

### LIABILITY

No permission under these rules shall in any way relieve the contractor of his responsibility or liability as an employer in his own right in terms of the Occupational Health and Safety Act and applicable Regulations. To this end, the Contractor must ensure that his employees have ready access to a complete copy of the Occupational Health and Safety Act and applicable Regulations.

### ADVICE REGARDING SAFETY REQUIREMENTS

The CITY OF CAPE TOWN SOLID WASTE MANAGEMENT will be glad to assist contractors in any way possible to facilitate the safe and healthy execution of the work involved considering the mutual interest of both parties.

#### Occupational health and safety act no 85 of 1993

##### Section 38 (1) (n) (o)

Any person who tampers with or misuses any safety equipment installed or provided to any person by an employer or user or: -

Any person who **fails to use any safety equipment** at a workplace or during his employment or about the use of plant or machinery, which was provided to him by an employer or such user, shall be **guilty of an offence** and on conviction be liable to a fine not exceeding **R 10000-00** or to **imprisonment not exceeding 24 months** or both such fine and such imprisonment.

**Compensation for occupational injuries and diseases act no 130 of 1993**

**Section 22 (1) (2) (3a)**

If an employee meets with an accident resulting in his disablement or death, such an employee or the dependents of such an employee shall, subject to the provisions of this act, be entitled to the benefits provided for and prescribed in this act **No periodical payments** shall be made in respect of temporary total disablement or temporary partial disablement which lasts **3 days or less**

If an accident is attributable to the **serious and willful misconduct** of the employee, **no compensation shall be payable** in terms of this act, unless the accident results in serious disablement or the employee dies in consequence thereof leaving a dependent wholly financially dependent upon him.

**DECLARATION BY CONTRACTOR**

We \_\_\_\_\_ (Name of Contractor) have been engaged by the **CITY OF CAPE TOWN**

**SOLID WASTE MANAGEMENT**, to perform work under contract.

We declare that we have familiarized ourselves with the requirements of the Occupational Health and Safety Act and applicable Regulations. We have also read and understand the health and safety rules governing our work at the above Complex and agree to abide by them while on the premises.

Furthermore, we undertake to explain the various rules and regulations to all our employees and ensure that they receive the necessary training.

In terms of the Occupational Health and Safety Act, Construction Regulation 8, we have appointed

\_\_\_\_\_ as the person who will be responsible for the supervision of our work on site and have vested him with the necessary authority to rectify any shortfalls which he may have identified or have been brought to his attention.

We are registered and in good standing with the Compensation Commissioner. Our registration number is \_\_\_\_\_

SIGNED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.

SIGNATURE: \_\_\_\_\_  
CONTRACTOR

SIGNATURE: \_\_\_\_\_  
WITNESS



## HEALTH AND SAFETY SPECIFICATIONS (HSS)

### **PROJECT: APPOINTMENT OF INDEPENDENT PROFESSIONAL SERVICE PROVIDER FOR THE INTEGRITY MANAGEMENT OF GROUNDWATER MONITORING INFRASTRUCTURE, SAMPLING AND INTERPRETATION OF WATER QUALITY DATA AT SOLID WASTE MANAGEMENT FACILITIES**

**Annexure C**

#### **Task Completion Form**

The Principal Contractor and must submit compliance with Annexure A within **one week** of receiving this Specification.

<b>HSS item no.</b>	<b>REQUIREMENT</b>	<b>OHSACT REQUIREMENTS</b>	<b>SUBMISSION DATE</b>
<b>2.3.3</b>	Assignment of Responsible Persons to supervise Construction Work	OHS Act (section 16.2) & Construction Reg 8	Before commencement on site
<b>2.3.4</b>	Competence of Responsible Persons	OHS Act (section 16.2) & Construction Reg 8	Together with H & S plan
<b>2.3.5</b>	Compensation of Occupational Injuries and Diseases - Proof of Registration - FEM or CC	COIDA	Together with H & S plan
<b>2.3.6</b>	Occupational Health and Safety Policy	OHS Act	Together with H & S plan
<b>2.3.7</b>	Initial Hazard Identification and Risk Assessment based on the Client/s assessment	Construction Reg. CR 9	Together with H & S plan
<b>2.3.11</b>	Health and Safety Representative	OHS Act Sect 17	Submit as soon as there are more than 20 employees on site

## HEALTH AND SAFETY SPECIFICATIONS (HSS)

### **PROJECT: APPOINTMENT OF INDEPENDENT PROFESSIONAL SERVICE PROVIDER FOR THE INTEGRITY MANAGEMENT OF GROUNDWATER MONITORING INFRASTRUCTURE, SAMPLING AND INTERPRETATION OF WATER QUALITY DATA AT SOLID WASTE MANAGEMENT FACILITIES**

**Annexure D**

#### **Appointment of Responsible Person(s)**

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as the project progresses). Contractors shall make the relevant appointments as per their operations. The Client reserves the right to insist on any appointment as determined by its assessment of the Contractor concerned.

<b>APPOINTMENT</b>	<b>OHSACT REFERENCE</b>	<b>REQUIREMENT</b>
CEO Assignee	Section 16(2)	A competent person to assume the overall H & S responsibility – Contractor's Responsibility Person
Construction Work Supervisor	CR 8.7	A Competent person to supervise and be responsible for Health and Safety related issues on site.
Health and Safety Representative(s)	Section 17	A competent person(s) to assist with identifying risks, attend H & S meetings, conduct inspections, assist with investigations, etc.
Incident Investigator	GAR 8	A competent person to investigate incidents / accidents on site and could be: <ul style="list-style-type: none"><li>· The 8.7 or 8.8 Person</li><li>· H &amp; S Representative</li><li>· Member of the H &amp; S Committee</li><li>· H &amp; S officer</li></ul>
Risk Assessment Co-ordinator	CR 9	A competent person to co-ordinate all assessments on behalf of the Contractor. The same applies to Contractors
First Aiders	GSR 3	A qualified person to address all on site first aid cases
Fire-Fighting equipment inspector	CR 29	A competent person to inspect fire-fighting equipment

## OTHER REQUIREMENTS

### PROJECT: **APPOINTMENT OF INDEPENDENT PROFESSIONAL SERVICE PROVIDER FOR THE INTEGRITY MANAGEMENT OF GROUNDWATER MONITORING INFRASTRUCTURE, SAMPLING AND INTERPRETATION OF WATER QUALITY DATA AT SOLID WASTE MANAGEMENT FACILITIES**

#### Annexure E

#### Other Requirements

The Principal Contractor shall comply but not be limited to the following requirements: Report on these to the Client at progress meetings or at least monthly whichever is sooner. A report with supporting documents shall be tabled at the Contractor/s monthly Health and Safety meeting.

WHAT	WHEN	OUTPUT	ACCEPTED BY CLIENT WITH DATE
Construction – phase Health and Safety plan	Within one week of receipt of the Spec.	Principal Contractors to report on status of Principal Contractors' Health and Safety Plan	
Health and Safety file	Open file when construction begins and maintain throughout	Have file on hand at meetings	
Awareness Training (Tool Box Talks)	At least every three months	Attendance registers	
Health and Safety Reports	At least every three months	Report covering: Incidents/Accidents and Investigations Non-conformances by employees & contractor Internal & External H & S audit reports	
Risk assessment	Updated and signed off at least every three months	Documented risk assessment	
Scope of work & Method statements (safe work procedures)	Drawn up before workers are exposed to new risks.	Documented set of safe work procedures (method statements) updated and signed off	
General Inspections	Every three months	OHS Act Compliance Registers: <ul style="list-style-type: none"> <li>· Hand Tools</li> <li>· First Aid Kit</li> <li>• Fire-fighting equipment</li> </ul>	

**PROJECT: APPOINTMENT OF INDEPENDENT PROFESSIONAL SERVICE  
PROVIDER FOR THE INTEGRITY MANAGEMENT OF GROUNDWATER  
MONITORING INFRASTRUCTURE, SAMPLING AND INTERPRETATION OF  
WATER QUALITY DATA AT SOLID WASTE MANAGEMENT FACILITIES**

**Acknowledgement of Receipt of the Health and Safety Specifications:**

I, \_\_\_\_\_ representing

\_\_\_\_\_ Contractor

Have satisfied myself with the content of the construction Health and Safety Specification and shall ensure that the Contractor and its personnel comply with all obligations / requirements in respect thereof.

\_\_\_\_\_  
Signature of CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Signature of CITY OF CAPE TOWN SOLID WASTE MANAGEMENT or OHS Agent

\_\_\_\_\_  
DATE

**COMMENTS:**

## Annexure 17: Groundwater Monitoring Borehole Layouts for Various Facilities

### ATHLONE REFUSE TRANSFER STATION





## ATLANTIS LANDFILL







## BELLVILLE REFUSE TRANSFER STATION





## BRACKENFELL LANDFILL



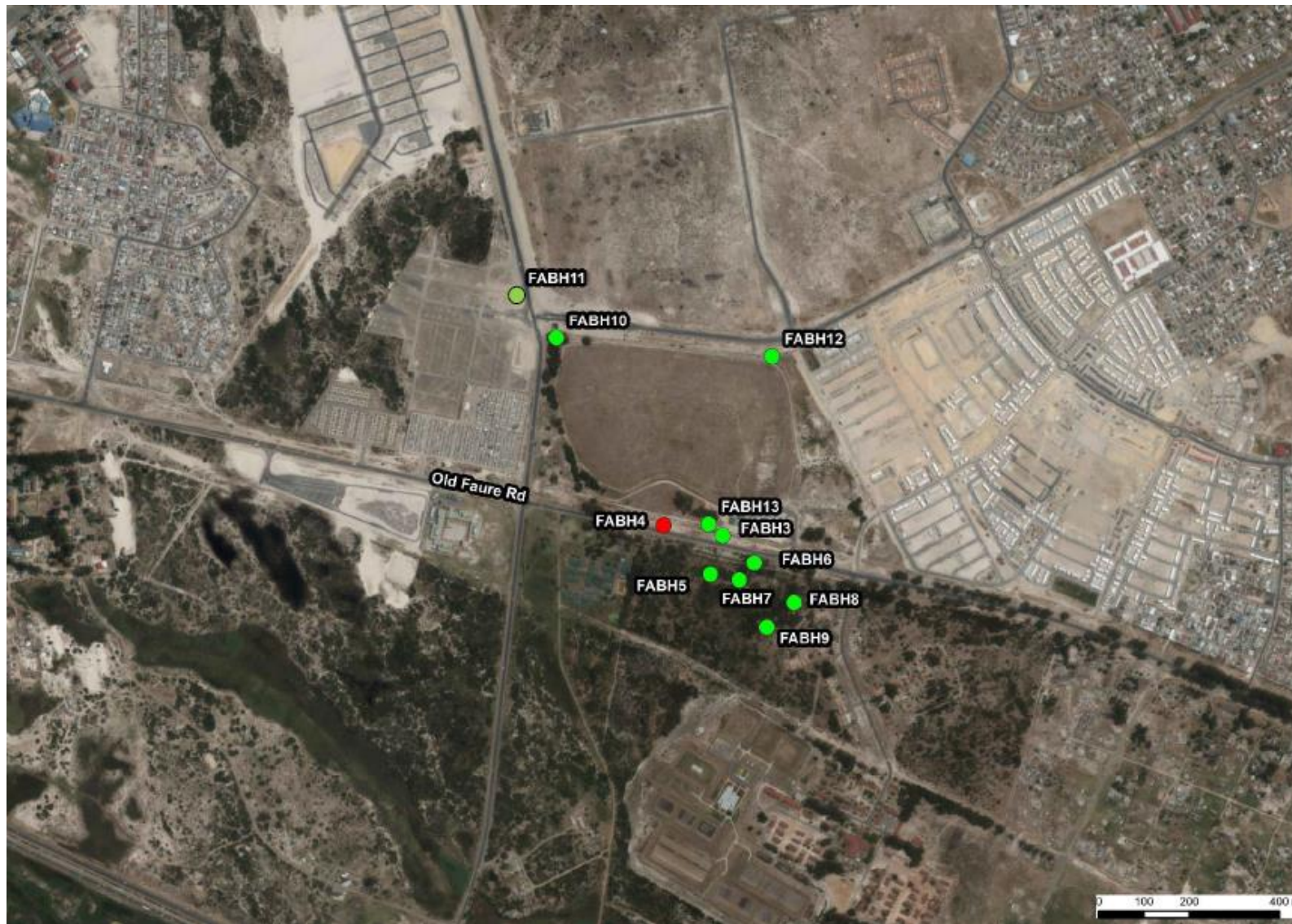


## COASTAL PARK LANDFILL





## FAURE LANDFILL





## GORDONS BAY LANDFILL





## KRAAIFONTEIN WASTE MANAGEMENT FACILITY





## NOORDHOEK LANDFILL





## SIMONSTOWN LANDFILL





## SWARTKLIP LANDFILL / TRANSFER STATION

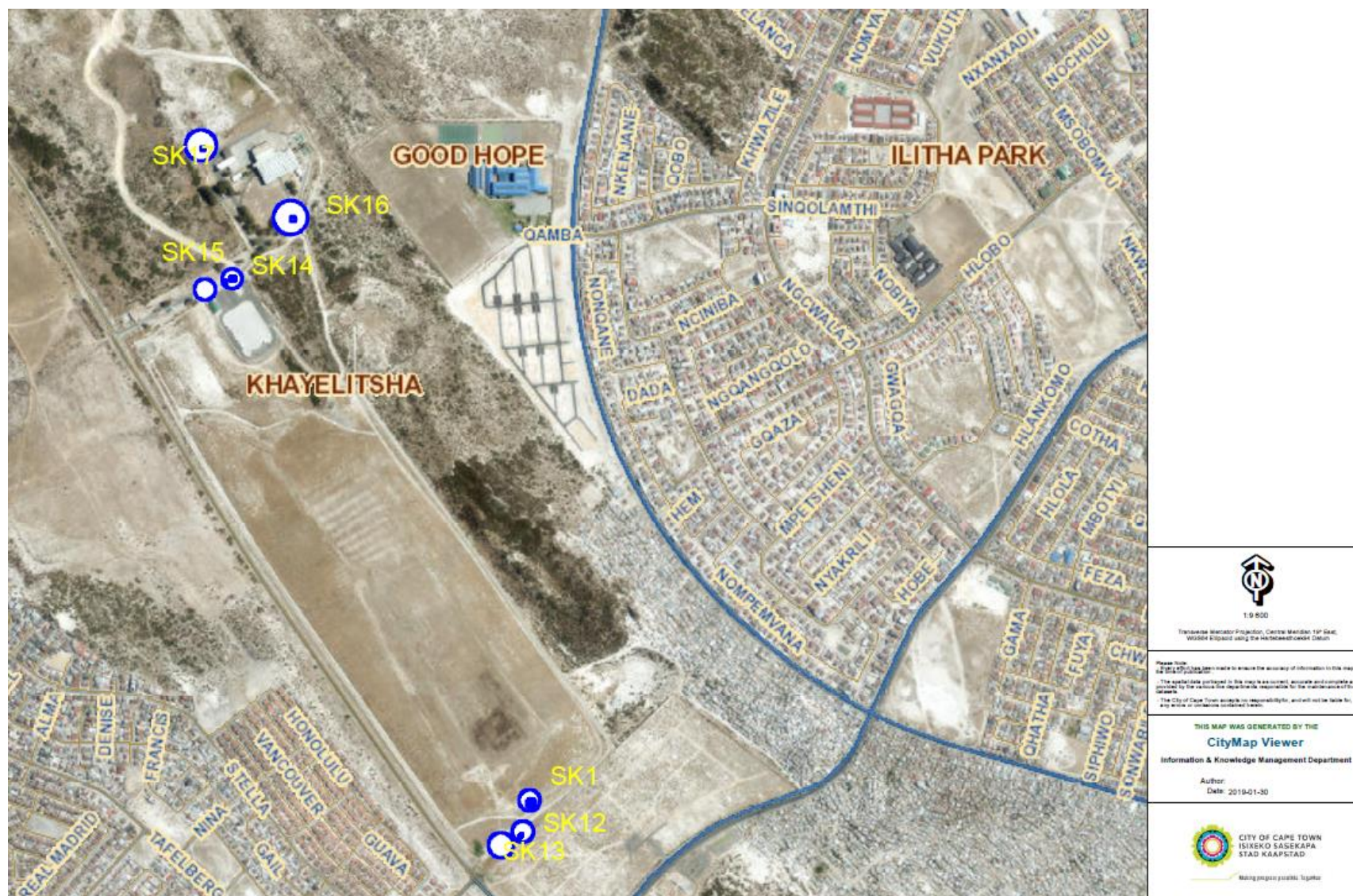
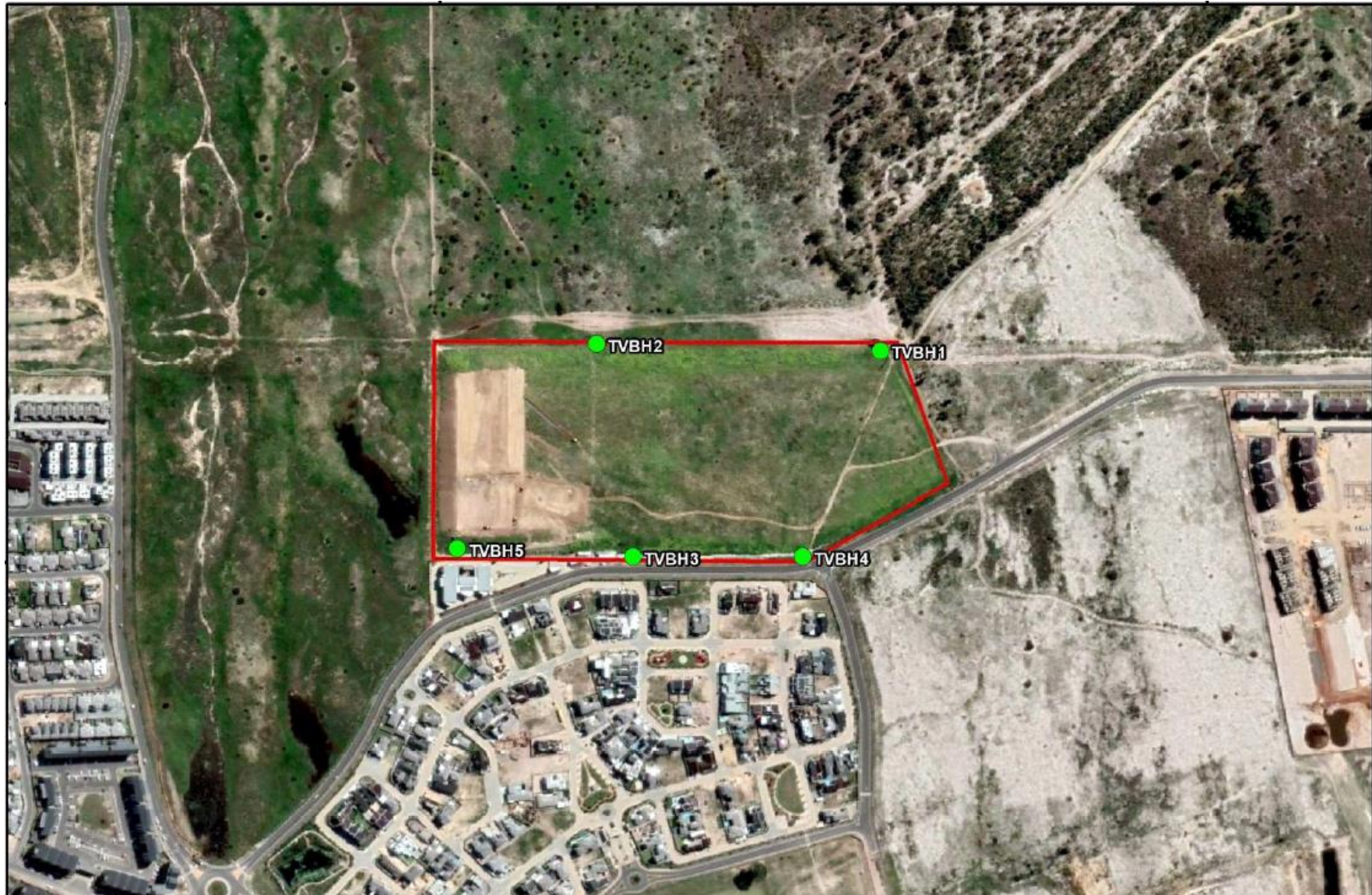


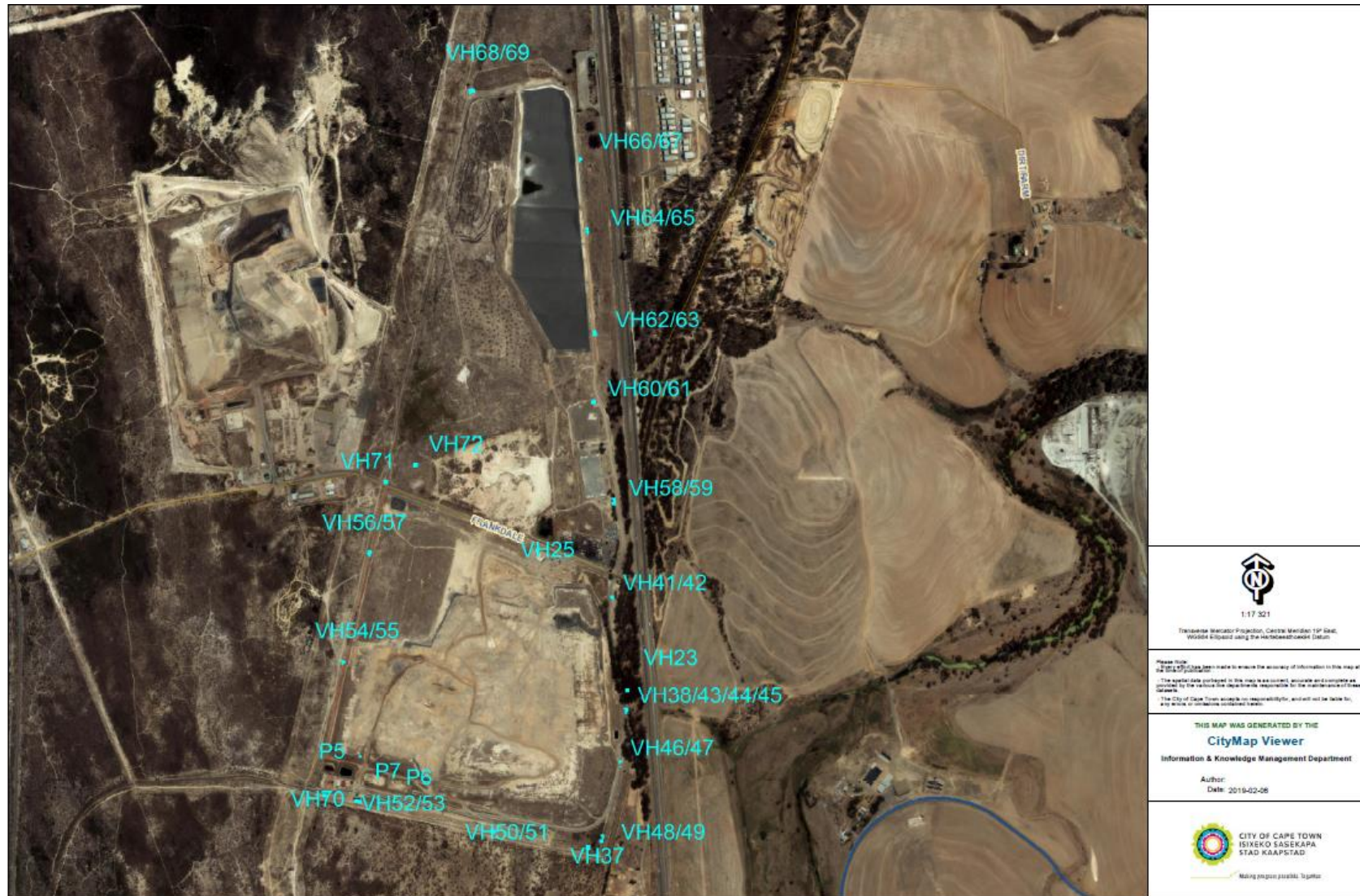


TABLE VIEW LANDFILL





## VISSERSHOK LANDFILL

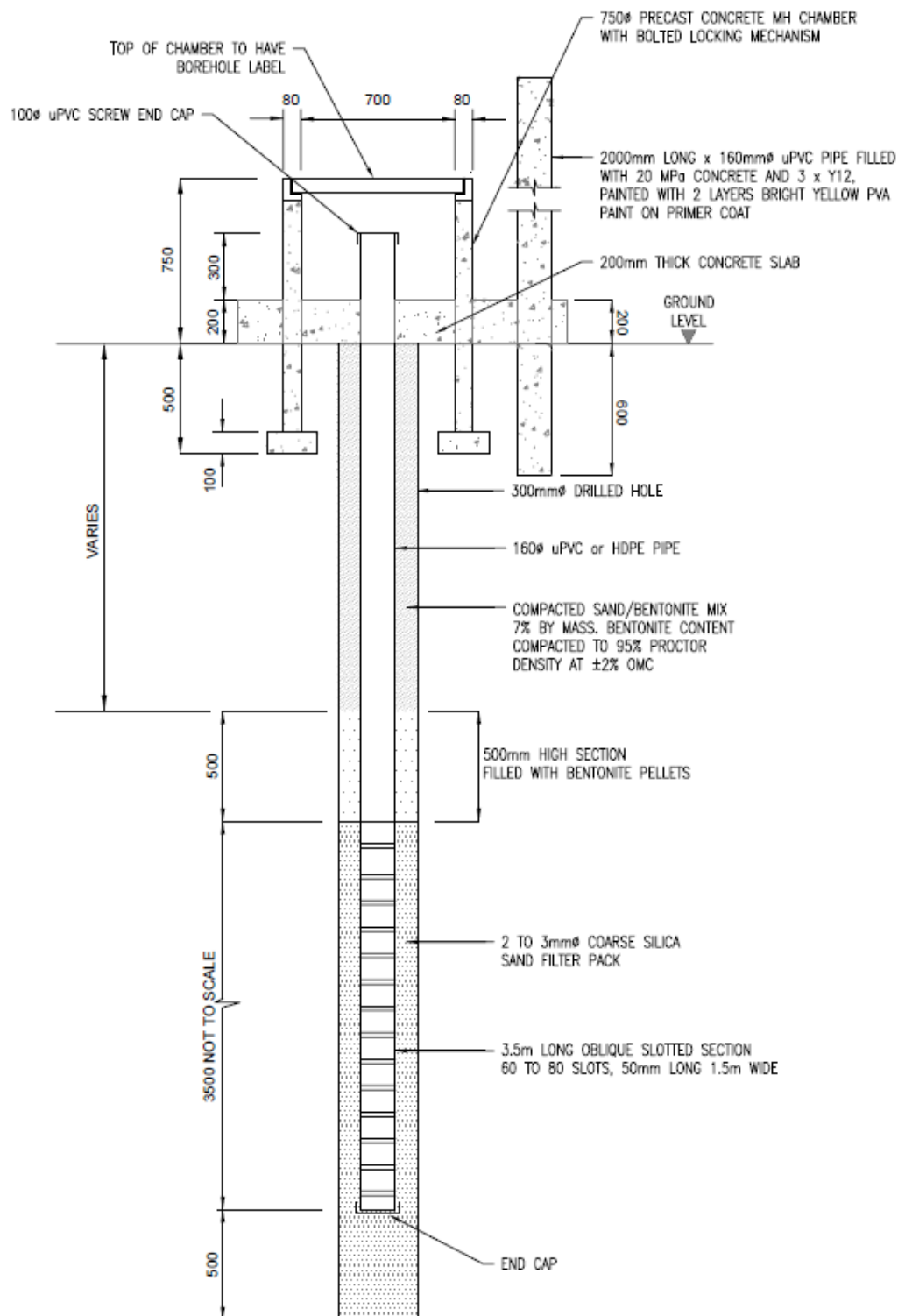




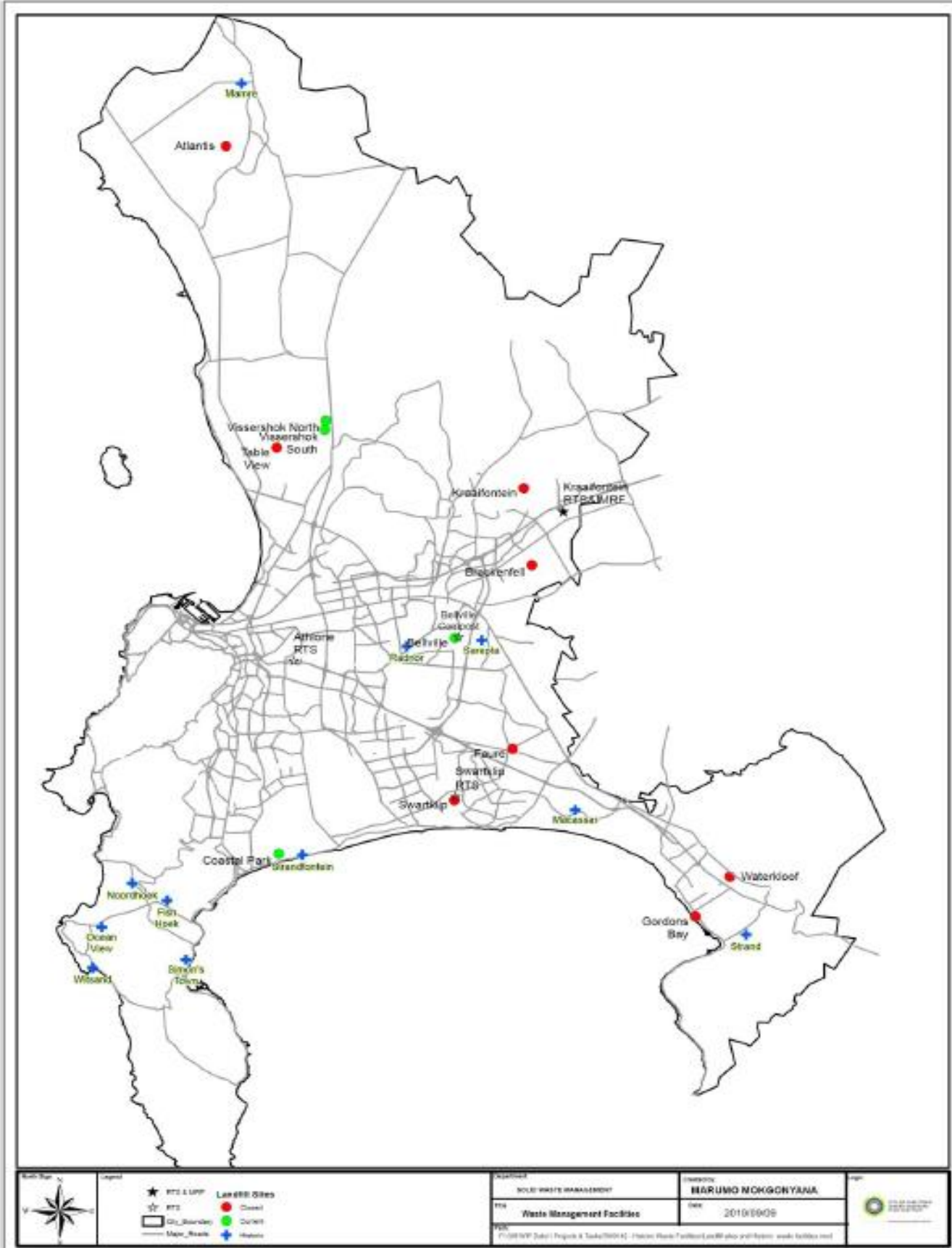
## WATERKLOOF LANDFILL



**Figure 9.4 - Typical groundwater monitoring well structure**



**Figure 9.5: Locality Map for solid waste disposal facilities**



## 10. 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’**

## 11. EMPLOYMENT OF SECURITY PERSONNEL (not applicable)

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.

## 12. FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report **(14.1)**.
- b) B-BBEE Sub-Contract Expenditure Report **(14.2)**.
- c) Joint Venture Expenditure Report **(14.3)**.

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

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

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

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

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



## (14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

## 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 certified 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

[illegible]

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												

## 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		
--------------------------------------	--	--	--	---------------	--	------------------	--	--

No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) 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			



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

**TENDER NO. AND DESCRIPTION:** 126C/2021/22: APPOINTMENT OF INDEPENDENT PROFESSIONAL SERVICE PROVIDER FOR THE INTEGRITY MANAGEMENT OF GROUNDWATER MONITORING INFRASTRUCTURE AND INTERPRETATION OF WATER QUALITY DATA AT SOLID WASTE MANAGEMENT FACILITIES

**SUPPLIER:** .....

### B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (**P\***)

R

B-BBEE Status Level of Prime Supplier

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier <sup>1</sup>	Total value of Sub-contract (excl. VAT) <sup>1</sup>	Value of Sub-contract work to date (excl. VAT) <sup>1</sup>	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
<sup>1</sup> Documentary evidence to be provided				Total: R
				Expressed as a percentage of <b>P*</b> %

#### Signatures

Declared by supplier to be true and correct:

.....

Date: .....

Verified by CCT Project Manager:

.....

Date: .....

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

126C/2021/22: APPOINTMENT OF INDEPENDENT PROFESSIONAL SERVICE PROVIDER FOR THE INTEGRITY MANAGEMENT OF GROUNDWATER MONITORING INFRASTRUCTURE AND INTERPRETATION OF WATER QUALITY DATA AT SOLID WASTE MANAGEMENT FACILITIES

TENDER NO. AND DESCRIPTION:

SUPPLIER:

#### PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)		R		B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement <sup>1</sup>	Total value of partner's contribution (excl. VAT) <sup>1</sup> B = A% x P*	Value of partner's contribution to date (excl. VAT) <sup>1</sup> C	Value of partner's contribution as a percentage of the work executed to date D = C/P*x100
		A			
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

<sup>1</sup>Documentary evidence to be provided

#### Signatures

Declared by supplier to be true and correct: \_\_\_\_\_

Date: \_\_\_\_\_

Verified by CCT Project Manager: \_\_\_\_\_

Date: \_\_\_\_\_