

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

TENDER NO: 82S/2024/25 TENDER DESCRIPTION: REPAIRS AND MAINTENANCE OF VARIOUS SOLID WASTE TRANSPORT CONTAINERS WITHIN THE CITY OF CAPE TOWN CONTRACT PERIOD: 36 MONTHS FROM DATE OF COMMENCEMENT OF THE CONTRACT

CLOSING DATE	24 October 2024
CLOSING TIME	10:00 am
TENDER BOX NUMBER	155
TENDER FEE	R200

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

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

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

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

THE TENDER

T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	20 September 2024
SITE VISIT/CLARIFICATION MEETING	:	Time: 09h00 AM on Date: 02 October 2024 (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	https://meet.capetown.gov.za/ebrahim.mohamed/H HN14GPY
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town. The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement “TENDER NO. 82S/2024/25: REPAIRS AND MAINTENANCE OF VARIOUS SOLID WASTE TRANSPORT CONTAINERS WITHIN THE CITY OF CAPE TOWN”, the tender box number. 155 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	:	Email: SCM.Tenders17@capetown.gov.za (Please reference the Tender number in the subject line for emails)

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”

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SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: February 2024	Version: 10	Page 4 of 80

TENDER NO: 82S/2024/25

TENDER DESCRIPTION: REPAIRS AND MAINTENANCE OF VARIOUS SOLID WASTE TRANSPORT CONTAINERS WITHIN THE CITY OF CAPE TOWN

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

THE CONTRACT

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

AND

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

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

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

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor ☐ Partnership or Joint Venture or Consortium	☐ Close Corporation ☐ Company ☐ Trust ☐ Other:
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1.2 Required Details (Please provide applicable details in full):

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

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER 82S/2024/25: REPAIRS AND MAINTENANCE OF VARIOUS SOLID WASTE TRANSPORT CONTAINERS WITHIN THE CITY OF CAPE TOWN]

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

The tenderer, identified in the offer signature table below,

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 82S/2024/25: REPAIRS AND MAINTENANCE OF VARIOUS SOLID WASTE TRANSPORT CONTAINERS WITHIN THE CITY OF CAPE TOWN]

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

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

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

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 82S/2024/25: REPAIRS AND MAINTENANCE OF VARIOUS SOLID WASTE TRANSPORT CONTAINERS WITHIN THE CITY OF CAPE TOWN

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

Notes:

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

1 Subject

Details

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2 Subject

Details

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3 Subject

Details

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4 Subject

Details

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

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

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 82S/2024/25: REPAIRS AND MAINTENANCE OF VARIOUS SOLID WASTE TRANSPORT CONTAINERS WITHIN THE CITY OF CAPE TOWN

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

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

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

C.4 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'

SECTION ONE

ITEM NO.	DESCRIPTION	UNIT	RATE PER UNIT - (EXCL. VAT)
1	<u>TRANSPORTATION OF CONTAINERS</u>		
1.1	Collect from and deliver containers to any specified Waste Management Facility (return trip)	Km	R
2	<u>REPAIR STRUCTURAL COMPONENTS</u>		
2.1.1	Ancillary Repairs – Labour	Hr	R
2.1.2	Engineers Rate	Hr	R
2.1.3	Supply Mild Steel	kg	R
2.1.4	Supply Bennox	kg	R
2.1.5	Supply Rotating lifting pin on containers	Each	R
2.1.6	Supply items from Outsourced suppliers (covers all components note provided for in items 2.1.1- 2.1.5)	Provisional Sum	R 12 000 000
2.1.7	% Markup on 2.1.9 (Supplier quote to be provided)	Mark Up	%
3	<u>PAINTING OF CONTAINERS</u>		
3.1	<u>PAINTING OF CONTAINERS</u>		
3.1.1	Painting of container in accordance with specifications	m ²	R

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 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**

C.5 SPECIFICATION(S)

C5.1 OVERVIEW OF SERVICES REQUIRED

The City of Cape Town requires a service provider to repair and/or replace components of, paint and refurbish existing ISO 2768 waste transport containers in order to extend their useful life and serviceability, as well as the supply of new containers where and when required .

The work, inter alia, includes the replacement of worn steel panels and ancillary components (e.g. hinges, hooks, grease-nipples, seals, ratchets, doors and other container items, etc.) of the main frame of the containers, as well as the worn sections of the rear and front doors. It also includes painting of parts of, or complete containers (including the preparation, sandblasting, stripping, priming and painting) per specification.

The containers will need to be transported by the contractor from the disposal sites (listed below) and/or any other required location, to the contractor's workshop where the required work will be done and returned to the site after completion. Whereas minor work required on the containers shall be executed on-site at the relevant facility.

The repairs and maintenance will be conducted on an ad hoc basis and not all the listed containers will necessarily need repair. Due to operational needs, the turn-around period must be such that there is no disruption to the adequate availability of containers per site. Therefore, the maximum number of containers that can be taken out of service for refurbishing/repairs will be six at any one time, per site. In addition, the completed repaired containers will be put into service immediately upon delivery to the site and the warranty/defects period for each container shall run from the date it is put back into service.

There is no commissioning, assembling and testing required, as this will be covered in the warranty.

The four disposal sites referred to above are:

	Facility Name	Location
1	Bellville Refuse Transfer Station (BRTS)	Sacks Circle, Bellville South
2	Kraaifontein Waste Management Facility (KWMF)	Sandringham Rd, Kraaifontein
3	Athlone Refuse Transfer Station (ARTS)	Off Bunga Ave, Langa
4	Swartklip Refuse Transfer Station (SRTS)	Swartklip Road, Khayelitsha
5	Coastal Park Landfill Site	Baden Powell Drive

C5.2 CONTAINER DETAILS

C5.2.1 CONTAINERS AT ATHLONE REFUSE TRANSFER STATION (ARTS)

There are approximately 160 (one hundred and sixty) ISO rated containers in service at the ARTS:

Containers	Container Type	Container Serial Numbers
108	30m ³ AKURA™ Containers	ARTS 1-8,10-41,43-80,82-83, 85-112
36	35m ³ TFM™ Containers	ARTS 113-148
5	10m ³ Bulky containers	ARTS 160-164
11	10m ³ Rubble Containers	ARTS 149-159

C5.2.2 CONTAINERS AT KRAAIFONTEIN WASTE MANAGEMENT FACILITY (KWMF)

There are approximately 85 (eighty-five) ISO rated containers in service at the KWMF:

Containers	Container Type	Container Serial Numbers
61	35m ³ PETREL™ Containers	KWMF 1-61
20	30m ³ AKURA™ Open Top Bulky Containers	KWMF 09RC 176/4, 09RC 026/24, 09RC 026/23, 09RC 026/30, 09RC 026/29, 09RC176/3, 09RC 176/5, 09RC 026/25, 09RC026/27, 09/RC 026/28, 09RC176/6, 09RC176/9, 09RC 176/7, 09RC 026/26
14	10m ³ AKURA™ Rubble Containers	KWMF 09RC 175 / 1 – 09RC 175/10

C5.2.3 CONTAINERS AT SWARTKLIP REFUSE TRANSFER STATION (SRTS)

There are approximately 60 (sixty) ISO rated containers in service at the SRTS:

Containers	Container Type	Container Serial Numbers
40	35m ³ PETREL™ Containers	SK 01-40
20	35m ³ TFM™ Containers	SK 41-60

C5.2.4 CONTAINERS AT BELLVILLE REFUSE TRANSFER STATION (BRTS)

There are approximately 80 (eighty) ISO rated containers in service at the BRTS:

Containers	Container Type	Container Serial Numbers
60	28m ³ Husmann™ Containers	BWMF 01-60
8	30m ³ AKURA™ Open Top Bulky Containers	BWMF 61-68
12	10m ³ AKURA™ Rubble Containers	BWMF 69-80

C5.3 CATEGORIES OF WORK TO BE DONE

There are 4 main categories of container related work to be done:

- Section One:
 - Repair Work
 - Replacement of structural components
 - Supply of spares
 - Painting of containers – partially or wholly
 - Ancillary work

The containers in service have various degrees of wear, damage or faults. Therefore each container will therefore need to be assessed, and an interim work schedule completed by the service provider in consultation with and approved by the City's Departmental representative, prior to the container leaving the premises of the City.

There may be additional containers (over and above those indicated above) that may require repair, painting during the course of the contract. This work would be of a similar nature to that of the above listed containers. Where a container is beyond structural repair or severely damaged, it may need to be replaced with a new container and the new container supply **does not form part of the scope of this tender**.

It must be noted that there are different containers at the named sites. Some of these containers are of similar design, whilst others are very different. The site manager or City representative will decide on which type of container the City will require. The service provider may, however, suggest modifications which must be suitable and ISO rated and remains compatible with the compactors/lifting systems of the relevant sites where it will be used. The method of loading waste into the containers and the moving and placing of containers must be considered in any new modified design and should improve either the integrity of the container or the versatility/standardisation of same. All modifications proposed **MUST comply with ISO 2768** and must be approved by a **ECSA registered engineer** as fit for purpose and structurally sound.

C5.4 LOGISTICS

Consideration must be given to the time required for transporting the containers to and from the workshop(s) where the work will be performed. The number of containers that are worked on every month must allow reasonable time for the completion of the containers requiring work within the contract period.

A maximum of six containers can be removed from individual sites at any one/given time, unless otherwise specified or allowed by the facility manager or City of Cape Town's representative. Containers must be **returned within 30 days from date of removal from site**, unless due to unforeseen circumstances a longer period may be required, which must be requested from and approved in writing by the City of Cape Town representative. This would allow for contingencies and returns. The required capacity, competence and appropriate facilities to adhere to these targets are critical.

C5.5 ESTABLISHMENT AND VERIFICATION OF CONDITION OF CONTAINERS

During the tenure of the contract, there must always be sufficient numbers of containers available for use by the facility for transporting the waste, hence the need to take off-line containers and to return completed containers, in cycles that do not disrupt or hinder waste transfer to landfill sites. Unforeseen circumstances must be allowed for. The successful service provider must, on a quarterly basis, submit a planned schedule of work for approval by the City's representative that complies with the requirements in the specification to ensure minimal impact on operations at the facilities.

The state of the panels must be established before work commences on each container. Any panels that are worn through and/or thinner than structurally acceptable limits, must be removed and replaced. An assessment based on material thickness shall be conducted to evaluate the structural integrity of each container. **Standard ultrasonic material thickness testing should be used to establish which sections of panels must be replaced. All other cost associated with assessment of repairs and quotations will be for the service providers account.** Panels found to be of structurally compromising integrity shall be considered for replacement. Change of container design and exchange of the container's structural components must be specified by a facility manager and acknowledged by the City's representative, prior to removal of the container from site or commencement of the work. Proof of calculations, summations and tests shall be submitted with every completion report, upon delivery of the containers. Dented or damaged panels not constituting a structural integrity problem shall be repaired / re-instated.

The schedule of work to be done for each container must be approved by the designated City representative in writing prior to any work commencing on that container. This will be done before the container is removed from the site and on return to the site refurbishment done will be verified and approved by the designated person. **A warranty of 6 months will be applicable on work done from the date the container is put back in service (for refurbished).**

C5.6 TRANSPORT OF CONTAINERS

Transport of the containers will be done by the service provider from the disposal sites to the workshop where the work will be undertaken unless deemed as minor works. Transportation of the containers may include transporting the containers to/from any other waste management or disposal facility specified by the City's representative. Completed containers will be returned to the same site, unless otherwise specified by the City of Cape Town's representative. The containers will be inspected on site before being put back into service. The transport costs must be indicated in the pricing schedule in R/kilometre and a log book must be provided to (and verified by the) City's departmental representative when claiming for transport costs.

Minor works will be executed on site and a designated work area will be provided to the contractor by the facility manager. In such instances, the containers will remain on site and there would be no transport costs incurred. The contractor must note that there are two different loading methods used at the facilities, by Hook lift or by Gantry crane.

KWMF, CPMRF and BRTS- Hook lift vehicle

ARTS and SRTS will be done by site staff. However, at KWMF and BRTS the loading and offloading of the containers will be the contractor's responsibility. Loading and offloading at the contractor's workshop will be the contractor's responsibility.

The contractor must thus provide the necessary/appropriate ISO container vehicle to transport the containers from and to the required disposal facility. Loading and offloading of the containers at ARTS and SRTS will be done by the site staff.

C5.7 PERFORMING WORK ON SITE

Prior to accessing any of the City's waste management facilities, the successful tenderer(s)' staff will be required to attend a compulsory Health and Safety briefing session. Whilst performing work on-site at any of the City's waste management facilities, the successful tenderer(s)' staff will be required to comply with all Health and Safety regulations applicable to that site.

C5.8 WORK SPECIFICATIONS

C5.8.1 3mm and 4mm STEEL THICKNESS

The panels between the frame on the sides and roof, where required, must be replaced with a minimum 3 mm steel plate (350 WA quality). The panels between the frame on the sides and roof of the containers at BRTS are produced from S355MC steel 4mm thick plates. In the case where structurally required, the 3mm steel panels between the frame on the sides and roof may be replaced with a minimum 4 mm steel plate (S355MC steel or 350 WA quality) with the approval of the City's representative. (Product options: Benox, Rocktuff, Rocklast steel or technical equivalent).

Containers requiring strengthening and reinforcing of the body sides and roof panels (including the container frame) will be specified by the facility manager, thereafter an assessment must be conducted for the required panel ancillary work and upon delivery it must remain in adherence to an ISO rated structural integrity.

C5.8.2 5mm THICKNESS STEEL

The panels between the frames on the floor of the containers, where required, must be replaced with a minimum 5 mm steel plate (350 WA quality). Please note that the containers at BRTS are produced from S355MC steel with 5mm floor thickness. (Product options: Benox, Rocktuff, Rocklast steel or technical equivalent).

C5.8.3 DOOR – FRONT (SMALL / LOADING)

The panel on the front door, where required, must be replaced with a minimum 3 mm steel plate (350 WA quality). The door plate must be removed for proper assessment of the steel plate and rubber seals must be replaced where required, with similar or equivalent material. When specified by the facility manager or Departmental representative, the swing door on the builders' rubble containers can be replaced with a single lift-up (flip) door. Prior to refurbishing the front loading door, it is imperative that the position of the opening mechanisms on the containers be verified for accuracy. The door must be straightened if deformed (bent) or where steel panel damage is excessive, must be replaced with a minimum 3 mm steel plate (350 WA quality). (Product options: Benox, Rocktuff, Rocklast steel, or technical equivalent).

C5.8.4 DOOR – REAR (LARGE / MAIN)

The doors of the containers vary in design and size, thus must be removed for proper assessment of steel panels, hinges and seals, bushes etc. Hinges and hooks must be repaired or replaced where required. An additional hinge may be required on the TFM™ compactor containers comprising presently with only

two structural hinges. Hinge welds should also be tested for cracks etc. to establish whether they require re-welding or replacement. Door levers on compaction, open bulky and rubble containers, may need to be removed and replaced with a ratchet. The door must be straightened if deformed (bent) or where steel panel damage is excessive must be replaced with a minimum 3 mm steel plate (350 WA quality). (Product options: Benox, Rocktuff, Rocklast steel, or technical equivalent).

C5.8.5 ANCILLARY WORK

Ancillary work refers to any additional work or structural components required/recommended or specified over and above the primary work/structural components listed items. The material supplied for the ancillary work must be ISO or SANS rated and/or must be approved by the facility manager or City's Departmental representative. Ancillary work may include work recommended by the contractor and must only be performed after approval has been received in writing from the facility manager or City's representative. Such work may include the exchange of structural components or change in design as specified/approved by the facility manager or City representative.

The work will be quoted for **(materials, labour, drawing/sketch, specifications)** and submitted to the city representative for approval. If materials have to be ordered in standard quantity (e.g. per sheet/plate) and is in excess of the job requirement, the excess material will be the property of the City and will be handed to the city representative with the completed work. If this excess material is then required for another job, it may be used and not billed for. Note that rates remain per kg for materials, and labour has been split into the designated type that allows for the relevant skill required/used for the job.

C5.8.6 WELDING

Artisans and their welding methods and applications must comply with the relevant South African Standards. The standards must comply with good engineering principles and modern best practice for construction welding. All welders must be competent, experienced artisans approved in accordance with SABS 0162 and SABS 044. The appropriate weld type for the type of steel used must be employed. **Welders certification must be submitted with each job completed as well as material certificates and paint specifications, for each container done.**

The contractor must submit the appropriate internationally approved Quality Control Plan, with job cards etc. for all fabrication, welding, cutting work as well as Health and Safety compliance certificates. These must accompany each completed container on return to the site, with the pre-approved schedule mentioned earlier.

The contractor must straighten deformed doors and where deemed necessary reinforce the deformed doors or structural components with a channel or plate, but the contractor must first obtain approval in writing from the client to conduct the reinforcement, without affecting the integrity of the container. Where TFM™ Containers have defective hinges due to shearing off, the double hinge plate should be replaced with a single plate which must be the same size thickness as the double hinge plate.

The contractor may occasionally be requested by the client to conduct and produce X-ray testing certificates.

C5.8.7 PAINTING AND PREPPING

Containers requiring painting, including those of which the above work has been completed, will be prepared, primed and painted according to the paint specification below (see Table 1 and Table 2) or equivalent. The painting is only applicable to the external surfaces of the container, except in the case of the rear door and the sliding front door section, which must be done on all surfaces.

Sufficient time must be allowed for the preparation and drying of the different coats of primer and paint, before delivery of the container (not withstanding that the schedule of completion and delivery will provide for the required number of containers for use, between the delivery of refurbished containers and removal from site of old containers).

Each completed container will have the **number** stencilled by the contractor on the main, middle side panel and on the roof of the container body, in black durable UV resistant paint, of a size (height of numeral) not smaller than 300mm.

The final colour coding must be in accordance with the SANS 10140 or the BS 381C112 and must adhere to the following colours, unless changed by the City representative:

- Arctic Blue and in accordance with the SANS10140, for ARTS
- Synlac Green and in accordance with the SANS 10140, for SRTS
- White and in accordance with the SANS 10140, for KWMF
- Canary Yellow and in accordance with the SANS 10140, for BRTS and BCP
- Pink (RAL 3017) and in accordance with the SANS 10140, for CPMRF

Table 1: System for non-immersed steel in Coastal atmosphere

Step	Preparation / coating method	Minimum dft (microns)
1	Blast steel surface to SA 2 ½ in accordance with ISO 8501-01:1988	Angular profile 40-60
2	Primer coat – Organic Zinc rich epoxy	75
3	Top coat – High build polyurethane primer top coat	100
		Total = 175 microns

Table 2: Acceptable materials (paint)

Generic / Type	Material* / Supplier*
Zinc rich filled Epoxy Primer: two part	Interzinc 52, Sigmazinc 109HS, Carboline 658
Polyurethane Enamel: two part (UV resistant) (final sealer cover coating)	Interthane 990, Sigmadur 550, Carboline 133 HB

* Material / Supplier – or a technical equivalent that is acceptable to the City's representative

In all cases, other equivalent materials and suppliers are acceptable. The product selected will be of the best quality from an approved manufacturer. Different coats in any one coating system will be provided by the same manufacturer and the Contractor shall obtain written confirmation from the supplier that when using their product the systems offered are correct and **suitable** for that specific application.

All surfaces will be prepared as specified, coatings applied strictly in accordance with the relevant Product Data Sheet, crevices be filled with a compatible HB primer or filler, all edges and welds will have at least 1 stripe coat which should be the same as the primer or the intermediate coat, and the Dry Film Thickness (dft) will be measured using an approved thickness gauge. This dft will be the minimum (and not average) thickness.

Further, for this work, the contractor must have a formal working Quality Management System in place. The contractor shall perform all inspections necessary to ensure that the surface preparation and coating application complies with the requirements of the contract specification and the Material Data Sheet. All inspections shall be recorded daily and these records be submitted to the City's Departmental representative along with visual evidence. The contractor shall allow the paint supplier to do regular inspections. All QC documents shall be available for inspection by the client (City's Departmental representative) or third party inspector. Each container shall have a QC document bearing the City's container identification number to provide traceability. All testing instruments shall be in good working order with current calibration certificates kept on site at the contractor's workshop(s) for inspection.

C5.9 WORKSHOP

It is expected that a workshop of adequate size be supplied and established within 90 day from commencement of contract, within City of Cape Town or no further than 50 km from Cape Town boundaries, by the contractor for purposes of all the tender activities. The City's representatives may inspect the tenderer's workshop(s) and equipment at any stage before the commencement of the contract or during the operation of the contract to verify information provided by the tenderer.

C5.10 INVOICING AND OTHER DOCUMENTATION

Original invoices must be submitted to the City's Accounts Payable office, quoting the official purchase order number. Every container worked on must be invoiced separately.

A copy of each invoice must be delivered to the Site manager or City representative for verification and approval for payment. Accompanying this copy must be the documentation required in accordance with this Specification – including details **per individual container** as listed below:

- A schedule of work (showing the container's identification number on the schedule)
- Record of the ultrasonic material thickness testing on that container
- Completion report, per container (which will be checked and signed off by the City representative when the work on the container is completed)
- Details of materials used (brand and specific quality of materials)
- Certification that the Artisans as well as their welding methods and applications complied fully with the relevant South African Standards
- Certification from the suppliers of the materials (metal and paint) that when using their product, the systems applied are correct and suitable for that specific application

C5.11 HEALTH AND SAFETY NOTE

All work done on the tender must be done in accordance with OHS systems and site permit conditions. The work done at the facility should be done with a permit to work, and all associated risks be identified and mitigated prior to commencement. All list of containers must be done with certified lifting equipment and records must be kept on hand at all times.

Only qualified artisans or apprentices under supervision may work on containers collected for repairs offsite and onsite. While containers are in transit all containers have to be securely attached to the truck and any risk passes to the vendor during transit. Any associated spills and damages as a result of incidents on the road is for the contractors attention and account. Safety protocols should include for construction of containers, repairs on containers, and transport of container.

All cost associated with PPE, Safety plans, Safety training and any other associated cost link to the safety plan and protocols are for the contractors account.

C5.12 WORKSHOP RESOURCES FOR REPAIRS AND MAINTENANCE

The tenderer must have the below resources immediately available to be utilised in the execution of this contract.

Tenderers to note that information provided in schedule **15C** will be verified by the Contract Manager prior to start of contract

C5.13 TRADE NAMES OR PROPRIETARY PRODUCTS

Tenderers/Suppliers must note that wherever this document refers to any particular trade mark, name, patent, design, type, specific origin or producer, such reference shall be deemed to be accompanied by the words "or equivalent".

C5.14 EMPLOYMENT OF SECURITY PERSONNEL

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

C5.15 FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (described below)

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than [] 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.

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **82S/2024/25** and tender description: REPAIRS AND MAINTENANCE OF VARIOUS SOLID WASTE TRANSPORT CONTAINERS WITHIN THE CITY OF CAPE TOWN in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

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

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/o/r may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

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