



CITY OF CAPE TOWN | ISIXEKO SASEKAPA | STAD KAAPSTAD

## TENDER DOCUMENT

In terms of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005)

**TENDER NO: 343S/2010/2011**

**Provision of Refuse Collection and Area Cleaning Services in Joe Slovo (Langa) Informal Settlement**

**CONTRACT PERIOD: From Commencement until 30 June 2014**

**CLOSING DATE:** 11 April 2011

**CLOSING TIME:** 10:00

**TENDER BOX NUMBER:** 57

**TENDER FEE:** R50.00 (Non-refundable: Tender fee payable to City of Cape Town)

**BRIEFING SESSION:** **A strongly recommended** briefing session will be held at 10h00 on Wednesday, 16 March 2011, Crush Room, 5th Floor, Podium, Cape Town Civic Centre.

### IMPORTANT NOTES TO TENDERERS:

- Tenders must be properly received and deposited in the above mentioned tender box on or before the closing date and before the closing time at the Tender Submission Office, Concourse Level, 2<sup>nd</sup> Floor, Podium, Civic Centre, Hertzog Boulevard, Cape Town.
- No late tenders will be accepted under any circumstances.
- Tender offers must be submitted in a sealed envelope clearly reflecting the tender number and tender description as indicated above. Subject to (d) below, no electronic tenders or tenders via post, facsimile or telegram will be accepted
- Only original tenders will be accepted. No copies will be accepted.
- For this tender to be valid on the closing date, the offer part of *Form of Offer and Acceptance* (Part 3) must be signed by the tenderer and the tender price must be inserted.
- Do not dismember this tender document (do not take it apart or put documents between its pages). All
- other documents must be attached to the relevant Schedule or **Schedule (14)**

<b>TENDERER</b>	
<b>NAME of Company/ Close Corporation/Partnership/ Sole Proprietor /Joint Venture</b>	
<b>TRADING AS</b>	
<b>WESTERN CAPE SUPPLIER DATABASE REGISTRATION NUMBER: (See para 6.13 of Instruction to Tenderers)</b>	
<b>CITY OF CAPE TOWN VENDOR DATABASE REGISTRATION NUMBER: (See para 6.13 of Instruction to Tenderers)</b>	

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<b>(1) DETAILS OF TENDERER</b>	
<b>NAME of Company/ Close Corporation/Partnership/ Sole Proprietor /Joint Venture</b>	
<b>Trading as (if different from above)</b>	
<b>Company/close corporation registration no.</b>	
<b>Postal address</b>	Postal Code _____
<b>Physical address</b>	
<b>Contact Details of the Person Signing the Tender:</b>	Telephone:( ____ ) _____ Fax:( ____ ) _____ Cellular Telephone: _____ e-mail address: _____
<b>Contact Details of the Person Responsible for Accounts / Invoices:</b>	Name: _____ Telephone:( ____ ) _____ Fax:( ____ ) _____ Cellular Telephone: _____ e-mail address: _____
<b>Income Tax/VAT registration no</b>	
<b>Tenderer's Bank</b>	Name of bank: _____ Branch name: _____ Branch code: _____

**(2) THE TENDER OFFER**

2.1 I/we, \_\_\_\_\_ (duly authorised to represent the tenderer for the purpose of this tender) hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached document to the City of Cape Town (“CoCT”) on terms and conditions stipulated in this tender document and in accordance with the Specifications stipulated in the tender document at the prices reflected in the Form of Offer and Acceptance/Price Schedule.

2.2 I/we agree that this offer shall remain valid for a period of 120 days from the closing date and time of this tender.

2.2.1 if I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, the CoCT may without prejudice to its other rights, agree to the withdrawal of my/our tender;

2.2.2 I/we shall be liable to the CoCT for any additional expense incurred by the CoCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred by the invitation of new tenders and the subsequent acceptance of any other tender;

2.2.3 the CoCT shall also have the right to recover such additional expenses by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses, the CoCT shall be entitled to retain such moneys, guarantee or deposit as security for any loss the CoCT may sustain due to such withdrawal.

2.3 I/We further agree that this tender and its acceptance shall be subject to the terms and conditions contained in the CoCT’s Supply Chain Management Policy (“SCM Policy”) and Combating of Abuse of the Supply Chain Management System Policy (“Abuse Policy”);

2.4 I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) quoted cover all the work/-item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

2.5 I/we hereby accept full responsibility for the proper performance and fulfilment of this contract.

.....  
Signature(s)

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

.....  
Date

**(3) FORM OF OFFER AND ACCEPTANCE**

**Offer**

The CoCT has called for tenders for the procurement of:

**Contract No. 343S/2010/11: Provision of Refuse Collection and Area Cleaning Services in Joe Slovo (Langa) Informal Settlement**

THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation: .....  Registration number: .....	O R	Natural Person or Partnership or Joint Venture/Consortium: ..... Identity Number(s)/Registration numbers: .....
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(Hereinafter referred to as "the Tenderer")

**AND WHO IS** (if applicable):

Trading under the name and style of  
 .....

**AND WHO IS:**

Represented herein by: ..... ( FULL NAME OF REPRESENTATIVE IN BLOCK LETTERS) and who is duly authorised to do so, in his/her capacity as: .....(TITLE)	<b>Note:</b> <b>A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity authorising the Representative to make this offer, must be completed and signed and attached to the tender (see Schedule 2)</b>
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1. The Tenderer has examined the documents listed in the Index (including Returnable Schedules and Annexures) and by submitting this offer has accepted the conditions of tender.
2. By signing the *Form of Offer and Acceptance*, the Tenderer offers to supply all or any of the goods and/or render all or any of the services described in the attached document to the CoCT on terms and conditions stipulated in this tender document and in accordance with the Specifications stipulated in the tender document at the price reflected in table below or in the case of "rates" tenders, as set out in the Price Schedule (Part 4).

**As per Pricing Schedule (Part 4)**

THUS DONE AND SIGNED at ..... on the ..... day of ..... 20.....  
(place) (date) (month) (year)

Signature .....

Name: .....

Designation:

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

**FOR OFFICE USE:**

**Acceptance**

**Contract No. 343S/2010/11: Provision of Refuse Collection and Area Cleaning Services in Joe Slovo (Langa) Informal Settlement**

By signing the *Form of Offer and Acceptance*, the CoCT (also referred to as the "Purchaser") accepts the Tenderer's offer. In consideration thereof, the CoCT 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 CoCT and the Tenderer commencing on.....and terminating on 30 June 2014.

**THUS DONE AND SIGNED** at .....on the ..... day of ..... 20.....  
(place) (date) (month) (year)

Name:.....  
**For and on behalf of the City of Cape Town**

Designation:.....  
Duly authorised in terms of the System of Delegations  
(as approved by Council)

**(4) THE PRICE SCHEDULE**

<b>AREA :</b>	<b>JOE SLOVO (LANGA)</b>		
<b>Number of Dwellings</b>	<b>4 596</b>		
<b>Number of Labourers</b>	<b>12</b>	<b>Number of Supervisors</b>	<b>2</b>

**BREAKDOWN OF MONTHLY COSTS:**

<b>DESCRIPTION</b>	<b>AMOUNT (EXCL. VAT)</b>
<b>Transport</b> (Cost of funding contractor's transport, including staff transport where required in the contract)	R
<b>Tools &amp; Equipment</b> (As specified in Schedule 1)	R
<b>Protective Clothing and uniforms</b> (As required in terms of the Occupational Health & Safety Act. All staff must also be provided with uniforms to ensure easy identification) (As per Schedule 1)	R
<b>Contract Labour Fees</b> (Amount payable to contract labourers every month (Basic Minimum Wage must be used- Currently R2 166.73 per month)(Please note that provision also needs to be made for Leave, Sick Leave, Public holidays etc as per Basic Conditions of Employment Act – This is not quoted in the amount above.)	R
<b>Supervision Fees</b> (At least Basic Minimum Wage for Contract Labour + at least 10% for increased duties) (Please note that provision also needs to be made for Leave, Sick Leave, Public holidays etc as per Basic Conditions of Employment Act – This is not quoted in the amount above.)	R
<b>Owner's Salary</b> (Managing Contractor's monthly income)	R
<b>Cell Phone Costs</b> (It is a requirement of the contract that the tenderer or his/her delegated authority be contactable at all reasonable hours and that supervisory staff be contactable during office hours)	R
<b>UIF – Company Portion (Compliant with Legislation)</b>	R
<b>Public Liability Insurance</b>	R
<b>COIDA (Compensation for Occupational Injuries and Diseases Act Insurance)</b>	R
<b>Hire of Halls for interviews</b>	
<b>Office administration</b> (e.g. Stationery, postage, Fax/email etc.)	R
<b>Contingencies</b> (e.g. Security locks for shipping containers and <b>small</b> unforeseen expenses not covered above)	R
<b>Tax (on profit)</b> (Tax payable on estimated profit derived from this contract)	R
<b>TOTAL MONTHLY COST</b> (Total monthly cost of providing the service to dwellings. <b>VAT to be EXCLUDED</b> )	R
<b>PROVISIONAL COSTS</b>	
<b>Cost per casual labourer per day</b> (This is the cost per labourer per day should the contractor be required to obtain extra labour for when it may be required, eg. for counting of dwellings)	R

**NOTE:**

The Council reserves the right to amend incorrect calculations.

Tender number:343S/2010/11: Provision of Refuse Collection and Area Cleaning Services in Joe Slovo (Langa) Informal Settlement  
**THIS SCHEDULE MUST BE COMPLETED IN FULL DETAIL.**

**TOOLS AND EQUIPMENT**

(This must be completed in detail)

The Tenderer shall state below what tools and equipment will be available for the work should he be allocated a contract (Per Annum).

<b>DESCRIPTION OF ITEM</b>	<b>TOTAL QUANTITY +10%</b>	<b>COST IN RAND</b>
<b>TOOLS:</b>		
Flat Spade (Minimum 1 per labourer per annum + 10% provision for theft and breakages)		
Hard Bristle Broom (Minimum 4 per labourer per annum + 10% provision for theft and breakages)		
Rakes (Minimum 2 per labourer per annum + 10% provision for theft and breakages)		
Wheelie Bin or Wheel Barrow/Trolley (Minimum 1 per labourer +10% provision for theft and breakages for three year period, i.e. costs to be split over three years)		
Other:		
<b>TOTAL PER ANNUM</b>		
<b>COST PER MONTH (To be inserted in Price Schedule)</b>		<b>Divided by 12</b>
<b>PROTECTIVE CLOTHING:</b>		
Overall (Minimum 2 per labourer + 10% provision for staff replacements per annum)		
Heavy duty gloves (Minimum 4 pairs per labourer + 10% provision for staff replacements per annum)		
Reflective Bibs (Minimum 1 per labourer + 10% provision for staff replacements per annum)		
Safety Shoes (Minimum 1 pair per labourer+ 10% provision for staff replacements per annum)		
Rain Suits (Minimum 1 per labourer + 10% provision for staff replacements per annum)		
Others:		
<b>TOTAL PER ANNUM</b>		
<b>COST PER MONTH (To be inserted in Price Schedule)</b>		<b>Divided by 12</b>

**NOTE:**

- Please note that the quantity column will be used for Responsiveness evaluation and not the cost in Rand.
- This schedule must be completed in full detail. If further space is required the detail can be provided on a separate sheet.

## (5) TENDER SPECIFICATIONS

### DEFINITIONS

The following are provided in order to further clarify this document and assist in the interpretation and understanding thereof. As a result, meanings may occasionally differ a little from the normal meanings.

Area	The area of service provision as indicated.
Assistance	Any advice, help, suggestions whether in terms of equipment, training, advice, etc. given to the contractor for whatever reason by the Council and/or its appointed officials.
Bins + Bags	The containers in which refuse is stored and collected.
Builders' Rubble	For the purpose of this tender builders' rubble refers to any bricks, concrete, sand, and stones but shall not include roof sheeting, ceiling boards, planks and paint tins etc.
Business Refuse	The waste generated on sites and property where any business may be conducted.
Clean	The picking up and removal of all waste from an area.
COCT	City of Cape Town; the client; the Council.
Cleansing Service	The routine removal of refuse and cleaning of all public areas.
Contractor	The successful tenderer appointed by the COCT as the Main Cleansing Contractor and which, as implied in this agreement, includes the Contract Labour.
Domestic Waste	The waste generated on a domestic site and through the normal process of domestic living.
COCT Representative	One or more officials of the Council or those appointed by the Council, responsible to interface with the contractor and having the authority of the Council with respect to this contract.
Designated Area	Service Area; Given Area; Collection Area : The area given by the Council to the contractor and through which the Cleansing Services described are to be provided by the Contractor.
Home	Household / Dwelling
Service Point	Collection Point: The point at which refuse is generated and from which it must be removed.
Incident	Any undesirable occurrence which may take place in the provision o a Cleansing Service such as accidents involving people and/or vehicles and equipment, damage to Council and/or third party property etc., which would cause inconvenience to the Council, the contractor and/or residents.

Paved Surfaces	Any surface which has a protective layer over it such as tar, brick or block paving, concrete, etc., and which can therefore be swept without significantly eroding away the surface layer.
Period	The initial contract period as mentioned in the document.
Public Areas	Municipal and Public Open Spaces, Roads, Road Reserves, Sidewalks, Shops and Business frontages, Parks, Taxi Ranks, bus Stops, etc. as well as accesses, walkways and areas between dwellings.
Refuse / Rubbish	Waste; Litter; Garden Refuse; Builders Rubble: Material which is unwanted and/or has been discarded and for environmental and/or aesthetic reasons should be removed and disposed of. This includes small animal carcasses such as dogs, cats, goats and sheep.
Refuse Disposal Site	Approved refuse disposal facility; Waste disposal site; Landfill site; Dump: Any waste disposal facility permitted by the Department of Water Affairs and approved by the COCT as a facility for the disposal of waste from the given areas.
Refuse Collection Service	The service whereby the refuse is collected from each and every resident routinely (same day of the week) once per week via the door to door refuse collection service.
Residents	The people who live/reside on the residential properties within the given area.
Resources	Infrastructure: The people, vehicles, equipment, tools, finance, etc. necessary to provide the Cleansing Service described in this document.
Routine /Regular	This refers to the routine, nature and regularity of the service which must be repeated on a given frequency. Generally, in the case of this service, this is once per week and on the same day every week and as far as possible at roughly the same time of that day.
Street Cleaning Service / Cleaning of Municipal and Public Open Spaces:	The general collection and removal of all waste material, builders rubble, garden refuse, animal carcasses (i.e. dogs, cats, sheep, goats) and other unwanted and dumped material from streets, sidewalks, municipal and public open spaces. This also includes – but is not limited to – shop and business frontages and parking areas, bus stops, taxi ranks, general parking areas and sidewalks up to the edge of the road reserve and the start of private properties.
Tenderer/s	An individual or company submitting a tender for this work.
This Document	Tender Document; Contract Document; Agreement: The combined and total document, including all sections listed in the Index and which forms the tender document during the tender period and will form the basis of a formal contractual agreement between the successful or winning tenderer

## 1. **GENERAL**

Where these specifications are in conflict with requirements provided for elsewhere in this document, these specifications shall prevail.

### 1.1 **Introduction**

This tender provides persons living within the Cape Metropolitan Area the opportunity to provide a refuse collection and area cleaning service to certain informal areas as contractors to the City of Cape Town (COCT), whilst utilizing local labour from the specific informal settlements.

The successful tenderers (who will then become contractors to the Council) will be required to provide a total cleansing service to a particular area and thereby make it a better place for the residents.

The contractor will in return enjoy an empowerment opportunity by gaining experience in all aspects of business by owning and running a small business.

In doing this though, tenderers must clearly understand that if successful, they will be required to provide an essential service. Therefore, whilst assistance may be provided, a high standard of performance will be required of them at all times during the contract period.

This tender document has been kept as simple as possible, but tenderers must appreciate that it forms the basis of a formal legal agreement between the Council and the Contractor. Tenderers are therefore advised to ensure that they fully understand all aspects of this contract as set out in this document.

The following Council Representative will endeavour to be of assistance and may be contacted during the tender period (Office hours only)

<b>Name</b>	<b>Telephone Number</b>
Stephan Morkel	(021) 400 2145

### 1.2 **Overall Contract Objectives**

The main objectives of this contract are as follows:

- 1.2.1 To provide a high standard Cleansing Service to the given community in the areas as indicated.
- 1.2.2 To provide employment opportunities to members of the community in accordance with Council's Employment Policies.

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

### 1.3 Contract Information Sheet

#### 1.3.1 Data

AREA: **JOE SLOVO (LANGA)**

Estimated Total Number of Informal Dwellings: <b>4 596</b>
Contract period: From implementation up to 30 June 2014.

Note:

- a) A rate per dwelling will be calculated by dividing the monthly amount by the number of dwellings indicated above. This will give a rate per dwelling per month and will form the basis of any payment. The calculation will thus be based on the number of increased/decreased dwellings serviced at any given time multiplied by the rate per dwelling as calculated above.
- b) The number of dwellings is an estimate and therefore could vary. Remember also that the number of dwellings in these informal settlements is changing constantly so recounting of dwellings at scheduled intervals will be required and checked.

#### 1.3.2 Pre-Tender Meeting

A Pre-Tender meeting will be held at 10h00 on Wednesday, 16 March 2011, Crush Room, 5th Floor, Podium, Cape Town Civic Centre.

## 2. SCOPE OF CONTRACT

### 2.1 Contract Management Structure

This contract is for the appointment of a Managing Contractor (MC) for the provision of a once weekly door-to-door refuse collection and area cleaning service in accordance with the Standards of Cleanliness acceptable standard.

The MC must appoint a Contract Labourer (CL) for every 400 dwellings/ households in the designated contract area. This must be rounded off upwards (e.g. 6690 dwellings divided by 400 = 16.72, therefore 17 labourers to be appointed). The demarcation of the CL's areas is subject to approval by Council's Representative. For every 6 CL's a supervisor must be appointed. This number must again be rounded off upwards. Council reserves the right to re-divide areas during the contract period where growth in numbers necessitates this.

### 2.2 Description of Service

- 2.2.1 The provision of a once per week door-to-door refuse collection service to each and every dwelling within the designated informal area including providing refuse bags and collecting filled ones from each dwelling and taking the filled bags to collection points. All businesses within the demarcated area are to receive this collection service.
- 2.2.2 Street sweeping, litter picking, emptying of street litter bins, removal of all illegal dumping other than builders' rubble (See definition) and cleaning of all public areas in the entire demarcated area, including the surrounding roads, verges and open land on the periphery within a 100m radius (or nearest private property boundary, whichever comes first) in accordance with the Standards of Cleanliness acceptable levels of cleaning.
- 2.2.3 Deposit all waste collected at the designated refuse storage area.

## **2.3 Duties of the Managing Contractor (MC)**

### **2.3.1 Duties of the Managing Contractors (contractors who have been awarded the tender)**

Each MC shall sub-divide his/her given area into smaller areas, each having as close as possible to 400 dwellings. A single CL shall then be appointed for each of these areas and who shall be a resident in the informal settlement being serviced.

The Contractor is responsible to the City of Cape Town for his/her own activities and the activities of his/her Labourers/Supervisors. The Contractor will appoint their labourers as described hereunder. The supervisors will be appointed at the Contractor's discretion. The number of labourers to be appointed for each settlement will be in accordance with the approved number of dwellings in each settlement.

It is a requirement of this tender that the contractor has a valid driver's licence (minimum Code EB). A certified copy of such licence to be attached to the tender specification.

### **2.3.2 The appointments must be undertaken as follows:**

The MC will be required to employ all CL's utilizing the method applicable and indicated by COCT at the time of employment. The employment of labour must take place in accordance with the employment procedures and policies of Council, as amended from time to time. Such information will be provided to the successful contractor. Any costs involved with the annual selection and appointment process, e.g. hire of a venue to interview candidates will be for the cost of the contractor. Where possible, the contractor must utilize Council facilities.

Contractor Labourers must be employed for a period of one year if the tender is awarded for a full three years. In the event of a contract having been awarded for a shorter period, CL's must be employed for 3 equal periods over the length of the tender. This could be reduced where unforeseen delays are experienced and the COCT representative will approve such a variation. Supervisors may be appointed for the full period of the contract and are not required to necessarily reside in the area of operation. The MC will make his/her own decision regarding the appointment of supervisors.

The contractor must also employ any "casual" staff, i.e. workers to fill the gap whilst the CL's are being appointed or workers for a special intervention, utilizing the method applicable and indicated by the COCT at the time of employment. Under no circumstances may workers from outside the area be utilised.

### **2.3.3 Supervision and Control of Contract Labourers (CL's)**

The CL's shall be required to carry out the duties as detailed in 2.4 below and it will be the MC's responsibility to ensure that they do this.

Each MC shall therefore, after having negotiated with and appointed CL's, be expected to clearly communicate with, instruct and explain to each and every CL exactly what their duties are.

Each MC must then ensure that these are carried out to the required standard and that the results are as required by the COCT in accordance with the Standards of Cleanliness.

For every 6 CL's, or part thereof, a dedicated supervisor must be provided.

Each MC is therefore responsible to the COCT for his/her own and the CL's results. It will be expected that the MC will accompany a Council representative on weekly inspections and sign off an inspection sheet.

In turn, the COCT shall pay each MC for work done (in accordance with this contract) and each MC shall, in turn, pay the CL's for their work as agreed with the CL's.

#### 2.3.4 Purchase and Distribution of Refuse Bags

Each MC will be required to obtain their black bags from Council stores (on a weekly basis) and must retain the delivery notes received as it needs to be attached to the monthly invoices. It may be necessary for certain households to receive two, or possibly three, bags per week. This is allowable only if two, or three filled bags are handed in for collection. The MC will be responsible to provide a safe place to store the bags.

#### 2.3.5 Removal and Transport of Collected Refuse

Each MC shall, in consultation with each CL, the community in that CL's given area and Council's designated official, select and agree on a location where refuse can be stored. (This location must be selected so as to be accessible for both the CL and MC as well as being acceptable to the residents from a nuisance point of view and at all times accessible for heavy vehicles).

This location will then be known as the CL's refuse collection point, storage or refuse transfer point. Refuse will then be removed and disposed of by another contractor (or by Council).

Should a shipping container be utilized for the storage of waste, this container is to be kept locked at all times. Such containers must be opened on the days when collection of waste is taking place. The supply and replacement of any locks during the period of the tender will be for the account of the tenderer. It will be the CL's responsibility to ensure that the container is locked and kept clean. Should there be any spillage from the loading of waste from the container it will be the CL's responsibility to clean the spillage and keep the area surrounding the container clean.

#### 2.3.6 Communication

MC's will be the link between the COCT, all CL's and the community and must therefore take note of and comply with all the communication requirements of clause 3.1.

#### 2.3.7 Record Keeping

Each MC must submit a detailed count of all dwellings every six months. The COCT will instruct the MC when counts must be undertaken and also the method of counting to be used. The cost for extra staff for the recounting of dwellings will be for the account of the contractor. Provision for this cost must be included under contingencies.

The contractor will also be required to maintain full and complete EPWP (Expanded Public Works Programme) statistics on a monthly basis in the prescribed format. See Annexure A.

Full records on monthly landfill activities must be kept in the prescribed format.

#### 2.3.8 Plan of Action

By the end of the third month of operation, each MC will be required to submit a detailed operating plan. This will be required to cover aspects such as:

- collection areas and days
- area cleaning strategies and plans
- and any other information that may be required.

Any later changes must also be reported to the relevant COCT representative.

As part of the tendering process, tenderers must provide a broad operating plan outlining their proposed operating methods.

Failure to produce this Plan of Action will be considered as a Breach of Contract.

## 2.4 Duties of the Contract Labourer (CL)

All CL's will be appointed by a MC and therefore work for, are answerable to and paid by that MC. There will be no formal interaction between the COCT and CL's. The COCT will only interact and deal with the MC's who will, in turn, deal with all CL's. Their duties will be as follows:

### 2.4.1 Once per Week Refuse Collection Service

The CL will be required to provide a routine, once per week, door to door refuse collection service to each and every dwelling/household or business within the given area.

Refuse will be collected in 85 litre plastic refuse bags which will be provided by the MC.

In order to facilitate Refuse Collection, the CL will be required to:

- Communicate with residents and inform them where (their front door) and on which day of the week their refuse will be collected.
- Collect all refuse from each and every resident on that particular day and provide each and every resident who puts out refuse in a bag/s with a replacement bag/s.
- Remove refuse collected to the refuse collection/storage point.
- If refuse is spilled or dispersed by the wind during this refuse collection process, all spilled refuse must be picked up immediately, bagged and removed.
- The skip/shipping container being utilized as the storage facility must be kept clean and locked at the end of each day. The area surrounding the storage facility must be kept clean at all times.

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

- Trolleys (Wheeled bins/ wheelbarrows to transport filled bags)
- large broad, flat spades
- broad, hard bristle brooms
- rakes
- gloves
- additional and other tools may also be carried if required

Note: This requirement is essential to prevent litter and refuse getting into the environment. It will also make the labourers' general cleaning work very much easier. Tools and equipment will need to be replaced as and when necessary due to wear and tear.

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

- 2 x overalls per year
- 1 pair of heavy duty gloves every 3 months (i.e. 4 pairs per year)
- Reflective safety bib
- 1 pair of safety shoes

- Rain suit.

#### 2.4.2 Area Cleaning Service

The Area Cleaning service covers all Public Areas, which for the purpose of this contract, includes all accesses, walkways and areas between dwellings, as well as any roads, road reserves, shop and business frontages, open ground and other municipal open spaces. It also includes the immediate periphery of the area, i.e. any verge adjoining a made road, that road itself and the verge on the opposite side of the road, open ground up to 100m around the settlement or the nearest private property boundary, whichever is closest.

All Council Street Litter bins must be emptied on a regular basis. Defects or defacing like stickers, posters on the bin, graffiti etc must be reported to enable the City Of Cape Town to replace the bins.

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

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

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

- (a) An initial total clean-up of the designated area within the first month of operation.
- (b) Regular cleaning to maintain the area in a clean and healthy state in accordance with the Standard of Cleanliness. This will be handed out at the Pre-Tender meeting.
- (c) Communicate with all residents in order to encourage them to maintain a clean and healthy environment (see clause 3.1.2)

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

The Council may at times decide to provide street litter/refuse bins. Alternatively, the contractor may request the COCT representative to do so but this will be subject to Council's approval. All such facilities must be regularly cleared by the CL to ensure that they do not become a nuisance.

#### 2.5 **Area Cleaning Specifications**

All references to cleaning in this document will imply that when the cleaning team has passed an area, there will be no obvious waste of any form or type easily visible. This in turn implies that in the case of paved surfaces (tar, brick or block paving, concrete, etc.), small and fine waste which cannot be easily picked up by hand, such as sand, grit, gravel, stones, cigarette ends, etc., must be swept into heaps and then picked up with shovels and/or scoops, so as to ensure that all waste has been removed.

All illegal dumping other than builders' rubble as well as any remains left behind when dwellings move must be removed and taken to the shipping container or collection point as indicated by the COCT representative. It is required that, should illegal dumping consist of mixed waste (i.e. domestic, garden & builder's rubble), any waste that is not builders' rubble be bagged and removed to the collection point. The CL must clean any dumps before they get too large.

Note:

Where residents park and store vehicles and other property in public areas for long periods of time, the contractor will be expected to ensure they are removed to enable cleaning to take place. The first step will be to communicate with the resident involved, where after, should the resident not cooperate, the Traffic department must be called to remove such vehicles.

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

2.5.1 Initial Clean Up

Beginning on the contract starting date, the contractor will be required to undertake an initial and total clean-up of all streets, sidewalks and open spaces in and on the periphery (within 100m beyond the boundary) of the given area in order to remove the accumulated refuse.

In order to do this, the contractor will be required to methodically move through the whole area removing ALL accumulated refuse from all public areas.

The initial clean up is to be completed within the first month of operation (the second month after start up date, the first month being the set up month of employment etc).

If this initial clean up is undertaken thoroughly and combined with the contractor's education of the community, it should be fairly easy to maintain a clean environment thereafter.

On completion of this initial clean-up or at the end of the second month of operation (whichever comes first), the contractor must inform the COCT Representative and a joint inspection of the area will be held.

2.5.2 Regular Cleaning

On completion of the initial clean up and throughout the contract period, the contractor will be required to maintain ALL public areas in a clean state in accordance with the standard as indicated on the photographic table (this will be provided at the pre-tender meeting). This photographic table is a table consisting of 4 photographs which indicate varying levels of cleanliness:

Photograph 1 (level 1) =	Desired standard of cleanliness
Photograph 2 (level 2) =	Fair/reasonable standard of cleanliness
Photograph 3 (level 3) =	Unacceptable standard of cleanliness
Photograph 4 (level 4) =	Totally unacceptable standard of cleanliness

The MC is expected to achieve level 1.

Level 1 would result in no delay of payment to the MC taking place.

Level 2 would result in the MC being given notice to achieve level 1 within 31 consecutive days. No delay of payment will take place unless the 31 days have not resulted in level 1 being achieved. Notice will then be given that Level 1 must be achieved within 7 consecutive days and a penalty equivalent to 10% of the monthly cost will also be applied. Should the required standard of cleanliness still not have been reached, default /breach of contract procedures will be implemented.

Level 3 would result in the MC being given notice to achieve level 1 within 14 consecutive days. No payment will take place until rectification is complete. This must be achieved within 14 consecutive days and should this not have been achieved, notice will then be given that level 1 must be achieved within 7 consecutive days and a penalty equivalent to 10% of the monthly cost will also be applied.

Should the required standard of cleanliness still not have been reached, default /breach of contract procedures will be implemented.

**Level 4 would result in the MC being given notice to achieve level 1 within 7 consecutive days. No payment will take place until rectification is complete.** A penalty equivalent to 10% of the monthly cost will also be applied. Should the required standard of cleanliness still not have been reached, default /breach of contract procedures will be implemented

### 2.5.3 Illegal Dumping

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

Irrespective of whether the offender is traced or not, the contractor will be responsible to load, remove and dispose all waste except for builder's rubble. Builders' rubble or the dumping of builders' rubble must be reported to the COCT representative. Other large non compactable waste such as planks, furniture, roof sheeting etc. must be taken to collection points as indicated by the COCT representative.

The only exception will be in the case of medical, hazardous and toxic, pharmaceutical and liquid waste where the contractor is advised not to allow any contact with the wastes (item 2.5.4). In such cases the incident must immediately be reported to the COCT Representative who will arrange for the removal thereof.

### 2.5.4 Exclusions

Under no circumstances will any contractor be required to collect, load, handle, transport and dispose of:

- medical
- pharmaceutical
- liquid and/or drums
- chemical wastes, and it is in fact forbidden to do so.

Should the contractor or personnel see any evidence of such dangerous waste types (even small quantities), every effort must be made to trace the origin and the contractor must immediately report the matter to the COCT Representative.

## 3. ADDITIONAL REQUIREMENTS

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

### 3.1 **Communication**

Although not necessarily the only aspects of communication, the following are vital to the success of this contract and therefore will be enforced. These are:

- 3.1.1 Communication with COCT
- 3.1.2 Communication with the community
- 3.1.3 Communication with CL's and any other employees

### 3.2 Communication with COCT

It is a condition of this contract that all communication will be in English. The contractor may make use of the services of a translator if required but such cost will be for the account of the contractor. The COCT requires the maintenance of a channel of communication with the MC. Communication may be verbal and/or written. In order to facilitate this, the MC will be required to comply with the following:

(a) Monthly meetings: The MC will be required to attend at least one meeting per month with the Council's Representative. The venue and time for such meetings will be established by mutual agreement. These meetings will be held to discuss issues relating to the contract. The contractor will be required to:

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

Brief minutes/notes written by the Council representative will be kept and these minutes will become part of the contract, in addition to this document.

Failure to attend these monthly meetings will be considered as a Breach of Contract.

(b) Area Inspections: The COCT Representative will, together with the MC, conduct area inspections at least once per month, but also at any time with or without the contractor's knowledge and attendance. Inspections may also be conducted in conjunction with the monthly meetings. At the combined site inspection the Council representative and the MC will sign off an agreed Standard of Cleanliness monitoring form. Should serious problems be found at any inspection, they will be reported to the contractor immediately and the contractor will be required to react to these problems without unjustifiable delay. Refer to 2.5.2 for standards of cleanliness and penalties.

The MC may appoint an alternate to attend to carry out weekly inspections should he/she be unavailable. The person will be given full authority to act on behalf of the MC. The MC will be required to appoint such person on a prescribed form to be issued to him/her.

Should the MC or his/her appointed alternate not be available for weekly meetings, the inspection will continue and the findings of the COCT Representative will be accepted as a true and fair reflection of the condition of the area and the evaluation will not be contested. Continued failure to attend weekly inspections or to achieve the required Standard of Cleanliness will be seen as Breach of Contract.

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

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

- if possible, should also endeavour to establish a base where meetings can be held and to which items may be delivered and kept safely.
- In addition, access to a fax machine and fixed telephone or e-mail facilities is compulsory.

3.2.1 Communication with the Community

In order to ensure maximum success of this project, the MC will be required to maintain contact with the community in each given area. This will be done firstly through the local Councillors and Community structures.

(a) Communication through Ward Councillors and Community Structures

From the time of being appointed contact must be made with both of the above and maintained for the duration of the contract to maintain a channel of communication in order to receive and convey information from and to the local communities.

(b) Communication through CL's

This contact must be used to assist in informing the community of the contractor's role and cleansing activities, as well as to educate them in environmental issues and to educate residents in or communicate any other matters which the Council may require the contractor to:

- distribute pamphlets to each and every dwelling. The content of all such pamphlets must be authorised by the City Of Cape Town.
- make physical and direct verbal contact to convey a message by:
  - direct visits to selected residents
  - calling a community meeting in order to address a larger audience
- encourage residents to look after Council property such as bins, skips, shipping containers etc, as well as to report incidents such as illegal dumping with relevant detail such as names and vehicle registrations in order to assist the Council in tracing the offenders.

(c) Complaints and Incidents

The MC must facilitate the receiving and recording of complaints. In order to do this, the contractor must:

- inform residents of their right and the need to report complaints and incidents and encourage them to do so
- provide a reporting venue (this may be the contractor's own home) and ensure residents are informed thereof as well as his/her telephone number
- provide a recording book at this venue and ensure all complaints and incidents are recorded in this book. The contractor must also automatically record any known incidents, i.e. this facility is not only for incidents reported by residents. This book is to be divided up as follows before filling in the information:

Date	Time	Person Reporting Incident	Description problem and Action Taken by	Date of Action
------	------	---------------------------	---	----------------

		Name	Address & Tel. No.	Contractor	

The contractor must, on receiving the complaint or incident, fill in the information and anything else considered useful. A space of a few lines must then be left clear before the next report. This space is to be used by the contractor to write down what action was taken by him/her regarding the complaint or incident. The COCT Representative may check this book and the process.

### 3.1.3 Communication with Contract Labourers and Employees

#### a) Responsibility to the Residents

The MC must ensure that CL's and all employees are aware that they are employed to provide an essential environmental and health service for the benefit of their community. As a result, they will be required to be helpful, friendly and service orientated.

They must also be made aware that ultimately they represent the Council and its interests and that failure to perform as above could represent a breach of this agreement and as a result and after due process, lead to their dismissal and/or cancellation of the contract.

Finally, all staff employed by MC's must be made aware that they form an important link in the chain regarding all aspects of information to the residents. Therefore they must actively engage in this, based on the contractor's input.

#### b) Responsibility as Residents and Citizens

The contractor will be responsible to ensure that, as residents of the given area, CL's and all employees regularly pay all monies owing to the Council by explaining why and also ensuring that they pay income tax.

Note: As an employer, the contractor will be required by law to register as such with the Department of Inland Revenue and as such will have to deduct and pay over tax.

### 3.3 **Work Times**

#### 3.3.1 Daily

In order not to cause disruption to the community, each contractor must provide sufficient infrastructure (tools, materials, labour, etc.) to enable the work to be completed between the hours of 07:00 and 17:00 daily. Although these hours may be exceeded on occasions, this must be the exception and not the rule. Should this be considered by the COCT Representative to be excessive, he may instruct that steps be taken to rectify the matter. Workers are to work 40 hours a week, i.e. 8 hours a day.

#### 3.3.2 Public Holidays

The contractor is to collect domestic refuse on public holidays which fall during the week so that the specific day of collection for any resident does not change.

#### 3.3.3 Inform COCT Representative

In the event of the MC or CL's working outside normal hours stipulated, every effort must be made to inform the COCT Representative beforehand but always, as soon as possible thereafter, in order that the COCT Representative may prepare for and handle any complaints which may

### 3.4 **Employment Matters**

#### 3.4.1 Council/Contractor Relationship

The relationship between the Council and the contractor is one of Client and Contracting Company and therefore NOT an employer/employee relationship in terms of the Labour Relations Act (LRA). As such, the contractor is employed in terms of this agreement and the LRA has no bearing on the Council/Contractor relationship.

#### 3.4.2 MC/Employee Relationship

In order to carry out this contract, the contractor will, of necessity, in turn employ people. This will constitute an employer/employee relationship and therefore will fall under the LRA.

It is a condition of this contract that the contractor complies with the LRA in every respect. By implication therefore, should the contractor be found to contravene the LRA, it will constitute a breach of this contract.

The contractor must also ensure that his/her employees are aware that the contractor and NOT the Council employ them. As a result, their conditions of employment have no requirement other than those of the LRA.

#### 3.4.3 Appointment of CL's and/or other Labour

In keeping with one of this contract's priorities, which are to ensure maximum benefit to the local community, the following must be strictly adhered to in connection with the employment of labour.

#### 3.4.4 Contractor as an Employer

As an employer, MC's will be required to take responsibility for the actions of all their CL's and employees.

As a result, they will be required to manage and control CL's and employees in terms of this contract to ensure they do not breach this contract in any way. Should this occur, it may be seen by the Council as a breach of contract and handled accordingly.

This contract does not provide the MC, CL or any employees with the right to access private property without the owner's permission.

### 3.5 Details regarding Invoicing:

3.5.1 In instances where the employment of staff is delayed for what ever reason and no collection of refuse or cleaning is taking place, the contractor may not invoice the City Of Cape Town for any wage related expenses.

3.5.2 Where staff are on strike and no alternative arrangements for immediate replacements have been made (and which resulted in no collection of refuse or cleaning having taken place), such wage related costs must be deducted from the monthly invoice.

3.5.3 The City Of Cape Town shall have the right to offset any amounts owed by the contractor to the City against any amounts owed by the City to the contractor.. The parties agree that any account rendered by the City to the contractor is prima facie proof of the indebtedness of the contractor to the City Of Cape Town

3.5.4 Contractors must also attach the complete EPWP statistics for that month, delivery notes for bags received and proof of disposal in the case of the removal of illegal dumping claims to each month's invoice. Failure to attach this information will result in invoices not being processed.

### 3.6 Legal

In awarding this contract, the Council will expect each contractor to comply with the law of South Africa in every respect. Contractors are reminded that staff must be covered by the necessary Public Liability Insurance at all times. The Council may also ask for proof of this at any time and failure by the contractor to provide this within a reasonable time, may be considered a breach of contract.

Some of the aspects, which should be considered, are compliance with:

The Basic Conditions of Employment Act  
The Labour Relations Act (LRA)  
The Health & Safety Act  
The Income Tax Act  
Etc

Whilst it is acknowledged that MC's may not be aware of and/or familiar with all or any of these, it will be up to the MC to ask and find out.

### 3.7 Breach of Contract and Penalties

#### 3.7.1 Breach of Contract

Contractors will be considered to be in breach of contract in the event of that contractor failing to comply with one or more of the requirements of this contract document.

#### 3.7.2 Remedies for Default and/or Breach

Should the COCT Representative consider a contractor to be in default or breach, the following action will be taken:

- (i) Upon becoming aware of the situation, the COCT Representative must inform the contractor verbally and may suggest corrective action (but will not be obliged to suggest corrective action).

The contractor will be expected to take immediate steps to rectify the default or breach.

It will be up to the COCT Representative's discretion to decide whether the incident should be placed on record by notifying the MC in writing or recording it at the next monthly meeting.

- (ii) Should the COCT Representative not be satisfied with the contractor's response to the first verbal notification of a default or breach, the contractor must then be informed in writing of the default or breach and given a specific time by which to rectify the matter.

- (iii) If, in the opinion of the COCT Representative, no or insufficient suitable corrective action is taken by the deadline, the COCT Representative must again inform the contractor in writing with a clear statement of the problem and Council's intention to take steps to cancel the contract should circumstances indicate a lack of co-operation by the contractor.
  
- (iv) At any stage during the above process (i) – (iii), the contractor may object, ask for more clarity and/or further advice on the steps the COCT Representative required to be taken. The contractor may do this verbally or in writing or place the matter on record at the next monthly meeting.
  
- (v) Disagreement

In the event of the contractor not agreeing with the COCT Representative with regard to the default or breach, the contractor may:

- (a) Request and arrange a meeting with the COCT Representative at the earliest possible opportunity to discuss the matter. The contractor must then state his/her objections and why. Either party may insist that minutes are written and kept.

AND/OR

- (b) Write to the Council and record his/her objections.

AND/OR

- (c) Request the Council to appoint an independent waste management expert to give a ruling on the matter. The costs of such an exercise will then be borne by the party against whom the ruling is made.

### 3.7.3 Cancellation of Contract

In the event of a default or breach not being remedied via the process recorded in 3.7.2, the COCT Representative will inform the contractor in writing of the Council's intention to terminate the contract and the date on which it will take effect.

In the meantime, the Council will be within its rights to be taking any steps considered necessary to ensure the long-term continuity of the service (i.e. advertising for and/or appointment of a new contractor).

### 3.7.4 Taking Over of Work

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

In the event of this having to be done, the COCT Representative will immediately attempt to verbally inform the contractor, and as soon as possible thereafter, inform the contractor in writing and follow the steps in 3.7.2.

### 3.7.5 Costs

The costs for the above will be recovered from the contractor in part or in full by deducting a pro-

rata amount calculated as a ration of the services provided by the Council or its alternative service provider against the total number of services in the given area. Alternatively, and if appropriate, the total cost may be passed onto the contractor.

The COCT Representative will have the discretion to decide which of the above is most appropriate and the amounts will be recovered by deducting from the contractor's next month's invoice.

### 3.7.6 Penalties

For the purpose of calculating penalties 50% of the tendered rate will be applied to collections and the other 50% to area cleaning.

In the event of refuse collection service not being provided, the COCT Representative may penalize the contractor as follows:

- a) The contractor will not be paid for each of those weekly services missed.
- b) The COCT Representative may deduct an amount equal to the service charge for each weekly service not provided.
- c) The COCT Representative will deduct the appropriate amount from the same month's invoice.
- d) The amount of the deduction will be calculated as follows:

$\text{Number of services missed} \times \text{number of weeks missed} \times \text{tendered monthly rate per service point as per Price Schedule} \div 4,33.$

- e) Penalties for the failure to provide a satisfactory area cleaning service will result in delayed payment and a 10% deduction as explained under section 2.5.2 of the Cleaning Specifications.

## 3.8 **General Conditions**

### 3.8.1 Powers and Authority of the COCT Representative/Council

In general, the Council is the Client and the COCT Representative is the Council's legally appointed representative, having the role of interfacing with the MC's, protecting the Council's interests and ensuring that all work is done to the required standards.

Although the COCT Representative will deal primarily with the MC's, the COCT Representative will be entitled to deal directly with any or all of the CL's should it be considered necessary.

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

### 3.8.2 Work Related Risks

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

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

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

### 3.8.3 Self Sufficiency of Contractor

By agreeing to and signing this contract, the MC agrees to be totally self-sufficient in providing everything necessary to provide the service.

Under no circumstances will the Council be obliged to provide anything and/or service and/or assistance to the contractor to carry out this service.

Nevertheless, should the Council assist in any way whatsoever, it will in no way imply that such assistance is a permanent feature of the contract thereafter. The Council will have the right to provide and/or withdraw any assistance at its sole discretion (see 4.4).

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

### 3.8.4 Relaxation

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

### 3.8.5 Minimum Qualifications

In order not to disadvantage tenderers, there is no minimum qualification set. Nevertheless, the ability to read and write, plus numeracy are essential to be able to work with the Council and to manage a business successfully.

## (6) INSTRUCTION TO TENDERERS

### ALL TENDER CONDITIONS MUST BE STRICTLY ADHERED TO, FAILING WHICH THIS TENDER SUBMISSION WILL BE DECLARED NON-RESPONSIVE

- 6.1 No tender will be considered unless submitted on the CoCT Tender Document.
- 6.2 Any portion of the Tender Document not completed will be interpreted as “not applicable”.
- 6.3 Tenders must be properly received and deposited in the above mentioned tender box on or before the closing date and before the closing time at the Tender Submission Office, Concourse Level, 2nd Floor, Podium, Civic Centre, Hertzog Boulevard, Cape Town. If the tender offer is too large to fit in the allocated box, please enquire at the public counter for assistance.
- 6.4 The CoCT reserves the right to accept:
- 6.4.1 the whole tender or part of a tender or any item or part of any item or accept more than one tender (in the event of a number of items being offered) and the CoCT is not obliged to accept the lowest or any tender;
- 6.4.2 a tender which is not substantially or materially different from the tender specification.
- 6.5 The CoCT shall not consider tenders, which are received after the closing date and time for such a tender.
- 6.6 The CoCT will not be held responsible for any expenses incurred by tenderers in preparing and submitting tenders.
- 6.7 The CoCT may, after the closing date, request additional information or clarification of tenders in writing.
- 6.8 A tenderer may request information, after the closing date, in accordance with the Promotion of Administrative Justice Act (3 of 2000) and the Promotion of Access to Information Act (2 of 2000).
- 6.9 A tenderer may request in writing and, after the closing date, that his/her tender be withdrawn and which withdrawal will be permitted or refused in the sole discretion of the CoCT after consideration of the reasons for the withdrawal, which shall be set out by the tenderer in the written request for withdrawal.
- 6.10 The City of Cape Town’s representative for the purpose of this tender shall be:
- Stephan Morkel. Tel. No.: (021) 400 2145**
- 6.11 **Resolutions and Power of Attorney**
- A tender submitted :
- 6.11.1 by a registered **company** may not be considered unless accompanied by a resolution by the Directors of the company authorising the tender to be made and the signatory to sign the tender on the company’s behalf (**Returnable Schedule 1** to be completed);
- 6.10.2 by a registered **close corporation** may not be considered unless accompanied by written authority from all the members of the close corporation authorising the tender to be made and the signatory to sign the tender on the close corporation’s behalf (**Returnable Schedule 1** to be completed);
- 6.10.3 by a **partnership/joint venture/consortium** may not be considered unless accompanied by written authority from all the joint venture/consortium partners authorising the tender to be made and the signatory to sign the tender on the joint venture/consortium’s behalf (**Returnable Schedule 2** to be completed).

## 6.12 Joint Ventures/ Consortiums

In the case of joint ventures/consortiums, a copy of the joint venture agreement must be submitted with the Tender document (attached to **Returnable Schedule 2**) detailing the percentage of the contract value managed or executed by the HDI partners. All parties to the joint venture/consortium agreement must be registered on the City of Cape Town Vendor Database ("CoCT Vendor Database"). Only those that are registered and verified on the Western Cape Supplier Database ("WCSD") before the closing date of the Tender will be able to claim preference points.

## 6.13 Validity Period

Any tender submitted shall remain valid, irrevocable and open for written acceptance by the CoCT for a period of hundred and twenty (120) days from the closing date. By submitting a tender, the tenderer undertakes not to withdraw his tender or to amend it during the aforesaid period of hundred and twenty (120) days.

## 6.14 City of Cape Town Vendor Database / Western Cape Supplier Database

6.14.1 All tenderers must be registered on the CoCT's Vendor Database. No awards will be made to a tenderer who is not registered on the CoCT's Vendor Database.

6.14.2 Tenderers must be registered within 7 days of being requested to do so. Registration forms may be:

- collected from the 8<sup>th</sup> Floor, Supplier Management Office, Civic Centre, 12 Hertzog Boulevard, Cape Town; or
- requested by fax from 086 5461881; or
- can be downloaded from the City Website:  
<http://www.capetown.gov.za/en/SupplyChainManagement/Pages/SupplierRegistration.aspx>

6.14.3 It is each vendor's responsibility to keep all their information updated on the CoCT Vendor Database. If any information required (e.g. Tax clearance certificate, proof CIDB registration, etc.) is not valid or has expired, all transactions with the vendor, may in the sole discretion of the CoCT be suspended until such time as the correct verified information is received.

6.14.4 The CoCT uses Quadrem, administrator of the WCSD, to verify the HDI points of a tenderer. Although registration on the WCSD is NOT a compulsory requirement, tenderers will not be allocated points for HDI unless they are registered with the WCSD.

## 6.15 Tax clearance

6.15.1 The CoCT may not make any award to a person whose tax matters have not been declared by the South African Revenue Service (SARS) to be in order.

6.15.2 Tenderers are therefore required to obtain a valid Tax Clearance Certificate from the local SARS office where such tenderer is registered for Income Tax purposes.

6.15.3 Tenderers must, within 7 days of being requested to do so submit an original and valid tax clearance certificated from SARS certifying that the taxes of the tenderer are in order or that suitable arrangements have been made with SARS, in which case, proof of the arrangement must be submitted.

6.15.4 It is the responsibility of each supplier (successful tenderer) to submit updated original tax clearance certificates to the Supplier Management Office (in the Supply Chain Management department on the 8<sup>th</sup> Floor, Cape Town Civic Centre) should any current certificate expire during the contract period. Failure to do so may lead to the suspension of transactions with the supplier until a valid tax clearance certificate is received by that office.

6.15.5 Each party to a Joint Venture / Consortium / Partnership must comply with all of the above.

## 6.16 COIDA

6.16.1 The Tender shall submit a Letter of Good Standing issued in terms of COIDA, confirming that the Tenderer is registered as an employer in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993.

6.16.2 Tenderers must, within 7 days of being requested to do so submit Letter of Good Standing issued in terms of COIDA, confirming that the Tenderer is registered as an employer in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993.

## 6.17 Transaction Values exceeding R10 million

If the value of the transaction is expected to exceed R10 million (VAT included), a tenderer shall submit the following information (complete **Returnable Schedule 3**):

6.17.1 if a tenderer is required by law to prepare annual financial statements for auditing, their audited annual financial statements –

- (i) for the past three years, or
- (ii) since their establishment if establish during the past three years.

6.17.2 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.

6.17.4 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, and

6.17.5 a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic and, if so, that portion and whether any portion of payment from the CoCT is expected to be transferred out of Republic.

## 6.18 Inducements, rewards, gifts and other abuses of the Supply Chain Management System

No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may directly or indirectly:

6.18.1 through a representative or intermediary promise, offer or grant:

- a) any inducement or reward to the City for or in connection with the award of a contract; or
- b) any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy.

6.18.2 influence or interfere with the work of any City Officials involved in the tender process in order to *inter alia*:

- a) influence the process and/or outcome of a bid;
- b) incite breach of confidentiality and/or the offering of bribes;
- c) cause over and under invoicing;
- d) influence the choice of procurement method or technical standards;
- e) influence any City Official in any way which may secure an unfair advantage during or at any stage of the procurement process.

6.18.3 Abuse of the Supply Chain Management System is not permitted and may result in the tender being rejected, cancellation of the contract, “blacklisting” and/or any such remedies as determined by Clause 44 of the CoCT’s SCM Policy and the CoCT’s Abuse Policy.

## 6.19 Declarations and authorisation

Tenderers are required to complete all statutory declarations and authorisations in the schedules attached hereto (failing which the tender may be disqualified in terms of Clause 7.2.8 (Evaluation Criteria):

**6.20 Samples**

If the Tender Specification (Part 5) requires the Tenderer to provide samples, same shall be provided in accordance with the instructions set out in the Specification.

**6.21 Alternative offers**

Alternative tenders may be considered, provided that a tender free of qualifications and strictly in accordance with the bid documents is also submitted. The CoCT shall not be bound to consider alternative tenders.

## (7) EVALUATION CRITERIA

### 7.1 Invalid Tenders

Tenders shall be invalid, and shall be endorsed and recorded as such in the tender opening record by the responsible official (appointed by the Director : Supply Chain Management to open the tenders) in the following instances:

- 7.1.1 If the tender is not sealed;
- 7.1.2 the tender is not submitted on the official *Tender Offer*;
- 7.1.3 if the tender is not completed in non-erasable ink;
- 7.1.4 if the *Tender Offer* and/or *Form of Offer and Acceptance* has not been signed;
- 7.1.5 if the *Tender Offer* and/or *Form of Offer and Acceptance* is signed, but the name of the tenderer is not stated, or is indecipherable; or
- 7.1.6 if in a two envelope system, the tenderer fails to submit both a technical proposal and a separate sealed financial offer.

### 7.2 Non-Responsive Tenders

Valid tenders will be declared non – responsive if and eliminated from further evaluation if:

- 7.2.1 The tenderer has been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 or has been listed on National Treasury's database as a person prohibited from doing business with the public sector.
- 7.2.2 The tenderer has been listed on the City's Register of Tender and Contract Defaulters, as contemplated in the CoCT's Abuse Policy.
- 7.2.3 The tender does not comply with the general conditions as set out in the CoCT's SCM Policy and applicable to tenders.
- 7.2.4 The tender does not comply with the Tender Specification (Part 5).
- 7.2.5 The tenderer has not adhered to the instructions as per the Price Schedule (Part 4).
- 7.2.6 The tender does not comply with any minimum goals stipulated in terms of the preferential procurement section of the CoCT's SCM Policy.
- 7.2.7 The tenderer has not achieved the minimum functionality scoring/points as set out in the tender document (if applicable).
- 7.2.8 The tenderer has failed to complete and/or sign the required declarations and/or authorisations.
- 7.2.9 Basic minimum wages are not met as per the Department of Labour.
- 7.2.10 Correct quantities of tools, equipment and protective clothing against the number of workers (and supervisors where applicable) are not met.
- 7.2.11 The Tenderer fail to provide for the payment of Tax on Profit.

### 7.3 Disqualified Tenders

The tender will be disqualified and eliminated from further evaluation if it fails to adhere to a written request (within the specified period set out in such request) to:

- 7.3.1 comply with one or more of the provisions contained in the Instruction to Tenderers (Part 6);
- 7.3.2 comply with any other terms and conditions of the tender documentation after being called upon to do so;

- 7.3.3 register on the CoCT's Vendor Database;
- 7.3.4 submit an original and valid tax clearance certificate from the South African Revenue Services (SARS) certifying that the taxes of the tenderer are in order or that suitable arrangements have been made with SARS.
- 7.3.5 comply with any applicable Bargaining Council agreements.
- 7.3.5 submit the information as required in **Returnable Schedule 3** in respect of transaction value exceeding R10 million (see Instruction to Tenderers).

The above is not a closed list and requests can include but are not limited to the requirements set out in 7.3.1 to 7.3.5 above. The written notice shall sent in accordance with Clause 223 of the SCM Policy or by email.

#### 7.4 Evaluation of Tenders

All tenders received shall be evaluated in accordance with the Supply Chain Management Regulations, CoCT's SCM Policy and the Preferential Procurement Policy Framework Act 5 of 2000 (read with it's accompanying regulations).

#### 7.5 Evaluation of Preference points [drafter to select yellow or green]

7.5.1 The following preference point system is applicable to the tender:

90/10 system for requirements with a Rand value > R500 00 where:

- Points for Price = 90
- Points for Preference (Historically Disadvantaged Individuals (HDI) = 10

##### 7.5.2 Points for price

A maximum of 90 points is allocated to price on the following basis:

$$N_p = 90 \left[ 1 - \frac{(P - P_m)}{P_m} \right]$$

Where:  $N_p$  = the number of bid adjudication points awarded for price.  
 $P$  = the tender sum (corrected if applicable) of the tender under consideration.  
 $P_m$  = the tender sum (corrected if applicable) of the lowest tender.

##### 7.5.3 Points for preference

A maximum of 10 points is allocated to preference on the following basis:

$$N_g = \frac{10(\%HDI)}{100}$$

Where  $N_g$  = The number of Adjudication points awarded for preference  
 $\% HDI$  = The percentage of HDI equity ownership of the Tenderer under consideration (see Note 1 & 2 below)

NOTES:1 It is only the equity ownership of the Tenderer in the capacity of prime supplier that is considered in this formula.

2 Where a joint venture partnership Tenders as a prime supplier the joint venture agreement must state the percentage of the contract value that will be managed or executed by the parties thereto. The Adjudication points for HDI equity ownership shall be calculated on the pro rata contribution of each of the parties to the joint venture partnership as set out in **Returnable Schedule 2**.

#### 7.6 Award:

Council reserve the right not to award more than two contracts of this nature to a Contractor in a 12 month cycle, from the date of award.

## 8 SPECIAL CONDITIONS OF CONTRACT

**THESE SPECIAL CONDITIONS CONTRACT (SCC) SUPPLEMENT AND MUST BE READ WITH THE CORRESPONDING PROVISIONS OF THE GENERAL CONDITIONS OF CONTRACT (GCC) ISSUED BY NATIONAL TREASURY.**

**WHENEVER THERE IS A CONFLICT BETWEEN THE SCC AND THE GCC, THE PROVISIONS OF THE SCC SHALL PREVAIL.**

### 8.1 Duration

The period of the Contract shall be **from commencement** and terminate on 30 June 2014.

### 8.2 Standards

Failure to comply with the with the standards and Specification as set out in the tender document shall constitute a material breach and the CoCT reserves the right to cancel the Contract in terms of Clause 23 of the GCC.

### 8.3 Guarantee /Performance Security – Clause 7 of GCC

Not Applicable

### 8.4 Payment - Clause 16 of GCC

8.4.1 All invoices must be forwarded to the following address:  
City of Cape Town, Private Bag X6, Bellville, 7530

8.4.2 All invoices received for goods and services dated on or before the 20th of a particular month, will be paid between the 23rd and 26th of the next month.

8.4.3 In respect of SMME suppliers with HDI equity ownership of not less than 50%, as contemplated in Clause 456 of the SCM Policy, the following will apply:

a) All invoices received by the City or its Agents dated between the 25th of the previous month and the 10th of the current month will be paid between the 23rd and the 26th of the current month.

b) All invoices received by the City or its Agents dated between the 10th and the 25th of a particular month, will be paid between the 10th and 13th of the next month.

### 8.5 Value Added Tax - Clause 32 of GCC

8.5.1 Where a supplier in the course of carrying on business, delivers taxable supplies exceeding R1 million, the supplier must be registered with the SA Revenue Service for VAT purposes. The supplier's attention is drawn to Section 23 of the Value-Added Tax Act, 1991 (Act 89 of 1991). Failure to comply with Act 89 of 1991 shall constitute a material breach of the Agreement.

8.5.2 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice. The supplier is referred to Section 40 of the Value-Added Tax Act, 1991 (Act 89 of 1991).

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

8.5.4 It is the responsibility of the supplier to submit updated original tax clearance certificates to the Supplier Management Office (in the Supply Chain Management department on the 8<sup>th</sup> Floor, Cape Town Civic Centre) should any current certificate expire during the tenure of a contract. Failure to do so may lead to the suspension of transactions with the supplier until a valid tax clearance certificate is received (during which time the CoCT reserves the right to obtain the relevant goods/services from alternative sources).

## 8.6 Prices/Price Adjustment - Clause 17 of GCC

The Contract Price shall be SUBJECT TO CONTRACT PRICE ADJUSTMENT

- 8.6.1 The tenderer shall complete **Returnable Schedule 10**.
- 8.6.2 Failure to complete **Returnable Schedule 10** may result in the tender being non responsive/ or prices will be deemed to be subject to zero rated contract price adjustment.
- 8.6.3 Contract prices will be subject to price adjustment strictly in accordance with **Returnable Schedule 10**.
- 8.6.4 If the Contract price is (also) subject to variations in Rate of Exchange the tender SHALL complete the appropriate section in **Returnable Schedule 10** failing which no claim for contract price adjustment on the basis of Rate of Exchange variations will be granted.
- 8.6.5 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: Ina.Steyn@capetown.gov.za or
  - by fax to: (021) 400 2717 for attention: Ina Steyn
- prior to the date upon which the price adjustment would become effective.
- 8.6.6 The CoCT 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.
- 8.6.7 When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- 8.6.8 The CoCT 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 CoCT within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.

## 8.7 Limitation of Liability- Clause 28 of GCC

- 8.7.1 Without detracting from, and in addition to, any of the other indemnities in this Agreement, the supplier shall be solely liable for and hereby indemnifies and holds harmless the CoCT 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 provision by the supplier in terms of this Agreement, save to the extent caused by the gross negligence or wilful misconduct of the CoCT.
- 8.7.2 The supplier and/or its employees, agents, concessionaires, suppliers, contractors or customers shall not have any claim of any nature against the CoCT 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 CoCT or its agents or employees.
- 8.7.3 Notwithstanding anything to the contrary contained in this Agreement, 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 and whether 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

## **8.8 Insurance - Clause 11 of GCC**

8.8.1 Without limiting the obligations of the supplier in terms of this Agreement, the supplier shall effect and maintain the following insurances:

- a) Public liability insurances, in the name of the supplier, covering the supplier and the CoCT 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 Agreement, to the value of **R5 000 000.00**.
- b) Any goods supplied to the CoCT by the supplier in terms of this Agreement shall be fully and adequately insured by the supplier against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

8.8.2 The supplier shall be obliged to furnish the CoCT with proof of such insurance as the CoCT may require from time to time for the duration of this Agreement.

## **8.9 Applicable Law - Clause 30 of GCC**

8.9.1 The supplier, by completion of **Returnable Schedule 11**, hereby indemnifies the City in respect of the provisions of the Occupational Health and Safety Act, 85 of 1993 in accordance with the Occupational Health and Safety Act

8.9.2 The supplier is to ensure compliance with the provisions of the OHAS Act & all relevant regulations, by all employees of theirs & other contractors on the site. The supplier shall provide a suitable health and safety plan appropriate for the contract tendered for.

8.9.3 The supplier shall comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area.

8.9.4 The supplier shall submit a Letter of Good Standing issued in terms of COIDA, confirming that the supplier is registered as an employer in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 and the supplier shall remain registered as such for the duration of this Agreement. The supplier shall also pay all monies due to the Compensation Fund in terms of the aforesaid Act.

## **8.10 Contract Amendments – Clause 18 GCC**

The CoCT, in its sole discretion, shall be entitled to increase the contract period (in respect of term bids) or the contract sum, subject to Clause 232 to 233 of the SCM Policy and Section 33 of the Municipal Finance Management Act (56 of 2003).

## **8.11 Settlement of Disputes – Clause 27 of GCC**

8.11.1 The CoCT and the supplier agree that mediation as referred to in Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 2003 – Municipal Supply Chain Management Regulations (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.

- b) Objections, complaints, queries and disputes must be submitted in writing to the City Manager, Executive Support, 5<sup>th</sup> Floor, Podium, Civic Centre, 12 Hertzog Boulevard, Cape Town or posted to Private Bag X9181, Cape Town, 8000 or faxed to (021) 418 9009.

8.11.2 In terms of Section 62 of the Systems Act 32 of 2000 a person whose rights are affected by a decision taken by a political structure, political office bearer, councillor or staff member of a municipality in terms of a power or duty delegated or sub – delegated by a delegating authority, 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.

- a) An appeal must contain the following:
  - i. Reasons and/or grounds for the appeal
  - ii. The way in which the appellants rights have been affected
  - iii. Remedy sought by appellant
- b) Appeals must be submitted in writing to the City Manager, Executive Support, 5<sup>th</sup> Floor, Podium, Civic Centre, 12 Hertzog Boulevard, Cape Town or posted by registered post to Private Bag X9181, Cape Town, 8000 or faxed to (021) 418 9009.

8.11.3 Clauses 8.11.1 and 8.11.2 do not influence any person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act (3 of 2000) and Promotion of Access to Information Act (2 of 2000).

- a) All legal process and pleadings must be served on the Administrative Manager, Legal Services, 20<sup>th</sup> Floor, Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town.
- b) All requests in terms of PAJA and PAIA must be submitted in writing to the Access to Information Office, 2<sup>nd</sup> Floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town.

## **9 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 contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing 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 where an enterprise abroad is subsidized 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 recognized 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 of 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 consignees 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 market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is 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 organization 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 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 use of the goods or any part thereof by the purchaser.

## **7. Performance Security**

- 7.1 Within thirty (30) 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 SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in 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 organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention 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 analyzed 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 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 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 SCC.
- 10.2 Documents to be submitted by the supplier are specified in 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 SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for 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 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 twelve (12) 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 eighteen (18) 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 SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in 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 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 SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in 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 quoted by the supplier in his bid, with the exception of any price adjustments authorized in 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 contracts 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 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 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 or to have minor essential services executed if an emergency arises, 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 canceling 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
  - (b) 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 fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) 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 five (5) 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, No. 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 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 antidumping 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 subsidized 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 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.

## **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 promptly notify the purchaser 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 amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) 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 the supplier.

## **28. Limitation of Liability**

- 28.1 Except in cases of criminal negligence or willful 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
  - (c) 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 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, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license 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 No. 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 No. 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 ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## RETURNABLE SCHEDULES

### Schedule 1: Resolution by Directors / Members / Partners

**RESOLUTION** by Directors / Members / Partners of

\_\_\_\_\_

(NAME OF TENDERER)

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

**RESOLVED THAT:**

The Tenderer submits a tender to the City of Cape Town in respect of  
**Tender No. 343S/2010/11: Provision of Refuse Collection and Area Cleaning Services in Joe Slovo  
 (Langa) Informal Settlement**

2. Mr/Mrs/Ms \_\_\_\_\_ in his/her capacity as \_\_\_\_\_  
 and who will sign as follows:

\_\_\_\_\_

(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the tender and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract, and or all documentation resulting from the award of the tender to the Tenderer.

Note: The resolution must be signed by all the directors or members / partners of the Tenderer. Should the space provided below not be sufficient for all directors to sign, please attach a separate sheet to this schedule in the same format.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

## Schedule 2: Resolution by Joint Ventures/ Consortium Partners

1. Names and registration numbers (if applicable) of the Joint Venture (“JV”)/Consortium Partners:

---



---



---



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2. The **JV/ Consortium** shall carry on business under the **name**:

(NAME BY WHICH THE JV/CONSORTIUM SHALL BE KNOWN)

3. **Lead Partner**

If the JV/Consortium is not registered in its own name on the City of Cape Town’s Vendor Database, as well as registered in its own name as an enterprise with the SA Revenue Service, the JV/Consortium partners hereby nominates the following partner as its “Lead Partner” for the purposes of this contract. The Lead Partner which shall be responsible for the financial administration of the contract on behalf of the JV/Consortium and will correspond, receive instructions and purchase order/s, issue the tax invoice/s, receive/make payment/s on behalf of the JV/Consortium, etc:

(NAME OF THE PARTNER WHO WILL ACT AS LEAD PARTNER)

4. **Warranty**

The JV/Consortium hereby warrants that the tender submitted is in accordance with the main business and objectives of the JV/Consortium.

5. **HDI Partners**

A copy of the JV/Consortium agreement must be attached hereto detailing the percentage of the contract value managed or executed by the HDI partners. Only partners who are registered and verified on the Western Cape Supplier Database (“WCSD”) before the closing date of the tender will be able to claim preference points in accordance with the percentage of the contract value managed or executed by that HDI partner

Name of JV/Consortium Partner	% of contract value managed or executed
Total Contract Value	100%

**6. Banking Details**

The JV/Consortium hereby confirms that the CoCT shall make all payments in terms of this agreement into the following bank account of the Lead Partner:

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

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

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

Account No.: \_\_\_\_\_

The JV/Consortium partners hereby agree that in the event that there is a change in the JV/consortium and/or should a dispute arise between the JV/Consortium partners, that the CoCT 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 CoCT is presented with a Court Order or an original agreement (signed by each and every partner of the JV/Consortium) notifying the CoCT of the details of the new bank account into which it is required to make payment.

**7. Joint and Several Liability of JV/Consortium partners**

The JV/Consortium partners hereby agree that they shall be jointly and severally liable to the CoCT for the due and proper fulfilment by the Tenderer of its obligations in terms of the contract as well as any damages suffered by the CoCT as a result of breach by the Tenderer. The JV/Consortium partners hereby renounce the benefits of excussion and division.

.....  
Signature of partners

.....  
Print names:  
On behalf of the partners (duly authorised)

.....  
Date

## Schedule 3: Information Required In Terms Of Regulation 21 (d) (Transaction Value Exceeding R10million)

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall submit the following information by completing the fields below, attaching the necessary documentation and signing this schedule:

1. If the Tenderer is required by law to prepare annual financial statements for auditing, the audited annual financial statements –
  - (i) for the past three years, or
  - (ii) since the Tenderer’s establishment (if established during the past three years)

must be attached to this schedule.

2. The Tenderer hereby certifies that it has no undisputed commitments for municipal services towards the City of Cape Town or other service provider in respect of which payment is overdue for more than 30 days.
3. 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 shall be listed in the table below, alternatively attached to this schedule in the same format as the table below:

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

4. Any **portion of the goods or services** which are expected to be sourced from outside the Republic and **any portion of payment** from the City of Cape Town which is expected to be transferred out of Republic shall be recorded below:


The Tenderer hereby certifies that the information set out in Returnable Schedule 3 and/or attached thereto is true and correct and acknowledges that failure to properly and truthfully complete the schedule may result in the tender being disqualified and/or in the event that the Tenderer is successful, cancellation of contract.

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

.....  
Date

**Schedule 4: Declaration in terms of Regulation 14 of the PPPFA  
(HDI points claimed)**

1. The preference point system which will be applied in the adjudication of tenders is as set out at Clause 7.5.1 of the Evaluation Criteria (Part 7).
2. The Tenderer hereby applies for points for preference in accordance with Regulation 13 of the PPPFA (Historically Disadvantaged Individual (HDI)) of:

.....%
--------

NOTE: Where the Tenderer is a Joint Venture/Consortium the % contribution of each partner shall be declared at Clause 5 of Schedule 2. Failure to complete the table at Clause 5 of Schedule 2 will result in 0% HDI status being awarded to the Joint Venture/Partnership/Consortium.

3. In terms of Regulation 12 of the PPPFA the CoCT may, before a tender is adjudicated or at any time, require a tenderer to substantiate claims it has made with regard to preference.

Tenderers are accordingly required to confirm their WCSD registration numbers in the table below (see also the front page of the tender document and Clause 6.14 of the Instructions to Tenderers (Part 6)):

Tenderer/Partner	WCSD registration number	Company registration number

4. In terms of Regulation 12 of the PPPFA only tenderers who have completed and signed the declaration (as contemplated in Regulation 14 of the PPPFA) may be considered for preference points.

The Tenderer therefore hereby certifies that the information set out in Returnable Schedule 4 and/or attached thereto is true and correct and acknowledges that failure to properly and truthfully complete the schedule may result in the tender being disqualified and/or in the event that the Tenderer is successful, cancellation of contract.

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

.....  
Date

## Schedule 5: Declaration In Terms Of Regulation 13(c)(i) to (iii) Declaration In Respect Of State Employees

*NOTE: For the purpose of this declaration "In the service of the state" means:*

- *a member of any municipal council, any provincial legislature or the National Assembly or the National Council of Provinces;*
- *an official of any municipality or municipal entity;*
- *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, 1 of 1999;*
- *a member of the board of directors of any municipal entity;*
- *a member of the accounting authority of any national or provincial public entity; or*
- *an employee of Parliament or a provincial legislature*

(Mark the appropriate box with "X")

1. Is the Tenderer in the service of the state?

YES	NO
-----	----

or has the Tenderer been in the service of the state in the previous twelve months?

YES	NO
-----	----

If yes to any of the above, the Tenderer is required to set out the particulars in the table below:

Duration of employment	Organisation/Department	Post/Job title

2. If the Tenderer is not natural person, are any of the Tenderer's directors, managers, principal shareholders or stakeholders in the service of the state?

YES	NO
-----	----

or has been in the service of the state in the previous twelve months.

YES	NO
-----	----

If yes to any of the above, the Tenderer is required to set out the particulars in the table below:

Full Names	Duration of employment (from/to)	Organisation/ Department	Post/Job title

3. The Tenderer must indicate whether a spouse, child or parent of the Tenderer or of a director, manager, shareholder or stakeholder referred to in 2 above, is in the service of the state?

YES	NO
-----	----

or has been in the service of the state in the previous twelve months?

YES	NO
-----	----

If yes to any of the above, the Tenderer is required to set out the particulars in the table below:

Full Names	Relationship with Tenderer (Spouse/child/parent)	Duration of employment (from/to)	Organisation/ Department	Post/Job title

The Tenderer hereby certifies that the information set out in Returnable Schedule 5 and/or attached thereto is true and correct and acknowledges that failure to properly and truthfully complete the schedule may result in the tender being disqualified and/or in the event that the Tenderer is successful, cancellation of contract.

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

.....  
 Date

**Schedule 6: Declaration In Terms Of Regulation 21(c) and 47  
Conflict of Interest Declaration**

1. The Tenderer shall declare in respect of Regulation 21(c), whether it has any conflict of interest in the transaction for which the tender is submitted? (Mark the appropriate box with "X")

YES	NO
-----	----

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


2. The Tenderer shall declare in respect of Regulation 47, whether it has directly or through a representative or intermediary promised, offered or granted:

- 2.1 any inducement or reward to the City of Cape Town 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. (Mark the appropriate box 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:**

[Fraud.hotline@capetown.gov.za](mailto:Fraud.hotline@capetown.gov.za)  
or  
the City's anti-corruption hotline at 0800 32 31 30 (toll free)

The Tenderer hereby certifies that the information set out in Returnable Schedule 6 and/or attached thereto is true and correct and acknowledges that failure to properly and truthfully complete the schedule may result in the tender being disqualified and/or in the event that the Tenderer is successful, cancellation of contract.

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

.....  
Date

**Schedule 7: Information required in terms of Regulation 38(1)  
Fraud Convictions and Tender Defaulters registers**

1. Is the Tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Regulation 38(1)(c))  <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury)</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If so, furnish particulars: <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>		
2. Is the Tenderer or any of its directors 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)? (Regulation 38(1)(g)(iv))  <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If so, furnish particulars: <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>		
3. Was the Tenderer or any of its directors 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? (Regulation 38(1)(g)(ii))	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If so, furnish particulars: <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>		

The Tenderer hereby certifies that the information set out in Returnable Schedule 7 and/or attached thereto is true and correct and acknowledges that failure to properly and truthfully complete the schedule may result in the tender being disqualified and/or in the event that the Tenderer is successful, cancellation of contract.

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

.....  
 Date

## Schedule 8: Authorisation for the Deduction of Outstanding Amounts owed to City Of Cape Town

CCTPF 005: Authorisation to deduct outstanding amounts

To: THE CITY MANAGER, CITY OF CAPE TOWN

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

### RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO 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 or quote of the Tenderer if any municipal rates and taxes or municipal service charge owed by the Tenderer or any of its directors/members/partners to the City of Cape Town, or to any other municipality or municipal entity, are in arrears for more than three months;
- b) and therefore hereby agrees and authorises the City of Cape Town to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the Tenderer;
- c) and confirms the following information for the purpose of giving effect to b) above, hereby declaring that it is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified and/or in the event that the Tenderer is successful, cancellation of contract.

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 this 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 9: Guarantee/Performance Security**

**NOT APPLICABLE**

**Schedule 10: Contract Price Adjustment & Rate of Exchange Variations**

- 1. No claim for price escalation for non-labour costs will be considered for the first year ending 30 June 2012.
- 2. Tendered prices are subject to adjustment on the following basis:

**2.1.1 Labour:**

The labour component of the tendered price will be adjusted annually based on the wage determination as per Wage Act 1957, Wage Determination 467 applicable at the date of escalation. The year on year % increase published in the Government Gazette relevant to the Cleaning Sector will thus be applied to the wages for the workers and the supervisors.

The City will automatically increase the Labour rates once the new rates have been gazetted.

**2.1.2 Non Labour related costs:**

The non-labour related costs of the tendered price (all excluding workers' and supervisors' wages) will be adjusted annually (once a year) on request, by applying the general CPI to these costs. The CPI figure applicable to the month three months prior to the date that the adjustment will be effective will be used in the escalation, e.g. Escalation is to be applicable from April then CPI for January will be used.

Base month applicable to this tender is

.....

TO BE COMPLETED BY THE TENDERER

## Schedule 11: Occupational Health and Safety

### AGREEMENT IN TERMS OF SECTION 37(2) ENTERED INTO BETWEEN

#### CITY OF CAPE TOWN

(being the purchaser and hereinafter referred to as the "Employer")

And

.....  
(being the supplier and hereinafter referred to as the "Mandatory")

in respect of

**Tender No. 343S/2010/11: Provision of Refuse Collection and Area Cleaning Services in Joe Slovo (Langa) Informal Settlement**

(hereinafter referred to as the "work")

**WHEREAS** Section 37(1) of the *Occupational Health and Safety Act No 85 of 1993*, as amended (the Act) provides that an employer shall be liable to be convicted and sentenced in respect of an act or omission by its mandatory or employee;

**AND WHEREAS** the supplier, appointed by the Employer to do work (as contemplated in the Act) is also liable in terms of Section 37(3) (and in his own right as employer) to comply with the provisions of the Act applicable to his employees and mandatory's;

**AND WHEREAS** Section 37(2) of the Act, limits the employers liability in terms of Section 37(1) if the employer and mandatory have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory;

**NOW THEREFORE**, the Employer and Mandatory, hereby agree as follows:

1. The Mandatory hereby unconditionally accepts responsibility for compliance with the Act in respect of the work in terms of Section 37(2) of the Act.
2. The Mandatory hereby indemnifies the Employer against patrimonial loss/damages which the Employer may suffer as a direct result of any claims and/or steps that may be instituted against the Employer due to non-compliance by the Employer, the Mandatory (or employees and mandataries of the Mandatory) with the provisions of the Act.
3. Without limitation to the aforesaid indemnity the Employer and Mandatory agree to the following arrangements and procedures to ensure compliance by the Mandatory with the provisions of the Act:
  - 3.1 The Mandatory warrants that he has read and fully understands the requirements of the above Act and the applicable regulations and has allowed for all costs to be incurred to ensure such compliance.
  - 3.2 The Mandatory has prepared and attached a Health and Safety Plan in accordance with the Tender Specification and Safety Specification provided by the Employer where applicable (attached hereto marked "A") and which is appropriate for the work.

3.3 Such Health and Safety Plan covers amongst other requirements:

- 3.3.1 Management Structure, Site Supervision and Responsible Persons including a succession plan.
- 3.3.2 The Mandatary’s induction training programme for employees and sub-contractors.
- 3.3.3 Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- 3.3.4 Regular monitoring procedures to be performed.
- 3.3.5 Regular liaison, consultation and review meetings with all parties.
- 3.3.6 Site security, welfare facilities and first aid.
- 3.3.7 Site rules and fire and emergency procedures.

4. The Mandatary is required to ensure that all sub-contractors and other persons engaged in the execution of the work also comply with the above requirements.

5. The Mandatary, undertakes to inform the Employer immediately should the Mandatary at any time during the execution of the work find that:

- 5.1 he cannot comply with the provisions of the Act; and/or
- 5.2 the afore-mentioned indemnity; and/or
- 5.3 he is unable to perform in accordance with this agreement; and/or
- 5.4 he’s compliance with the Act and this agreement be detrimentally affected.

The Mandatary shall liaise with the Employer , who shall be entitled in it’s sole discretion to agree to release the Mandatary from the provisions of this agreement and/or the indemnity granted by the Mandatary herein, subject to such conditions which the Employer may elect to impose.

7. The Mandatary hereby appoints Mr/Mrs ..... as its representative and the responsible person on site for the duration of the contract in terms of Section 8(2)(i), GAR1, GSR 11, GMR 2 and EIR 4 & 5 of the Occupational Health and Safety Act.

8. Mandatary’s Registration number with Compensation Commissioner: .....

**THUS DONE AND SIGNED** at.....on this.....day of ..... 20....

\_\_\_\_\_  
**PRINCIPAL**  
(For and on behalf of City of Cape Town)

**THUS DONE AND SIGNED** at.....on this.....day of .....20....

\_\_\_\_\_  
**MANDATARY**  
(Contractor)

**Schedule 12: MBD 9 Certificate**  
**Certificate Of Independent Bid / Tender Determination)**

I, the undersigned, in submitting this tender \_\_\_\_\_

**Tender No. 343S/2010/11: Provision of Refuse Collection and Area Cleaning Services in Joe Slovo (Langa) Informal Settlement**

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 authorized 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 authorized 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 organization, 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 provider 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>3</sup> will not be construed as collusive price quoting.  
**(<sup>3</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.)**
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 No. 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 ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

.....  
Date

## Schedule 13 : Record of Addenda to Tender Document

The Tenderer has attached to this Schedule, the following additional documentation

	Date of Document	Title of Document or Description
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

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

.....  
 Date

## **Schedule 14 : Annexures**

**Annexure A:** EPWP Project Beneficiary Report

