



**CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD**

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MEMORANDUM OF AGREEMENT

FOR THE

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

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

**WASTE MART (PTY) LTD
REGISTRATION NO.**

Contract No. 13S/2022/23

1

PREAMBLE

WHEREAS Tender 13S/2022/23 was awarded to **WASTE MART (PTY) LTD** as the alternative supplier for Part 1, 3 and 4 in line with the SCM- Bid Adjudication Committee resolution **SCMB 54/12/22** dated 12 December 2022 for the **REMOVAL, TRANSPORTATION AND DISPOSAL OR REUSE OF DEWATERED WASTEWATER SLUDGE FROM VARIOUS WASTEWATER TREATMENT WORKS**, for a contract period from 1 July 2023 until 30 June 2028.

AND WHEREAS it is recorded that the Contract will be governed by the provisions of General Conditions of Contract for the Supply of Goods and Services, Revised July 2010 ("**GCC**"), read with the Special Conditions of Contract ("**SCC**") annexed hereto marked "**Part 2**".

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

1.1. The City of Cape Town, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act, 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("**the Purchaser**"), herein represented by
x duly authorised hereto;

1.2. Waste Mart (Pty) Ltd a private company duly registered in terms of the laws of the Republic of South Africa with registration no: 2014/010240/07, with its principal place of business situated at 1
(the "**Supplier**"), herein represented by its duly authorised representative,
in his/her capacity as **Managing Director**.

Hereinafter, each a "**Party**" and together the "**Parties**".

2. INTERPRETATION

2.1. In the event of any conflict between the provisions of this contract, the **GCC** and any Annexure attached hereto or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:

- 2.1.1** The form of Offer and Acceptance;
- 2.1.2** Special Conditions of Contract;
- 2.1.3** General Conditions of Contract.

3. APPOINTMENT AND DURATION

3.1. The Purchaser hereby appoints the Supplier to perform the Scope of Work to the Purchaser from 1 July 2023.

- 3.2. Unless terminated earlier in accordance with the provisions of this Contract, this Contract shall terminate on **30 June 2028**.

4. MUTUAL GOOD FAITH / CO-OPERATION

- 4.1. The Parties represent and undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give effect to the execution of this Contract.
- 4.2. The Parties shall at all times during the continuance of this Contract observe the principles of good faith towards one another in the performance of their obligations in terms of this Contract.

5. OBLIGATIONS OF THE PURCHASER

- 5.1. The Purchaser undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (**PART 4: Specifications**), subject to the satisfactory fulfilment of the obligations by the Supplier as set out in this Contract.
- 5.2. The Purchaser shall monitor and evaluate the Supplier's performance in respect of the Scope of Work.

6. OBLIGATIONS OF THE SUPPLIER

- 6.1. The Supplier hereby agrees and undertakes to perform the Services to the Purchaser as set out in Scope of Work (**PART 4: Specifications**).
- 6.2. The Supplier will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Purchaser.
- 6.3. The Supplier will ensure that the Works will be of a satisfactory quality and fit for purpose.
- 6.4. The Supplier shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Works.
- 6.5. The Supplier will not conduct any activity of whatsoever nature which may be detrimental to the Purchaser's reputation and goodwill.

7. PRICING DATA

- 7.1. The Contract Price for the Works shall be as set out in the Pricing Data annexed marked "**PART 5: PRICING SCHEDULE**".
- 7.2. The Supplier shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.

PART 1: DETAILS OF SUPPLIER

VOLUME 2: RETURNABLE DOCUMENTS (3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☒ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual / Sole Proprietor	WASTE MART (PTY) LTD
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	
	Postal Code 7766
Physical address (Chosen domicilium citandi et executandi)	
	Postal Code 7764
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) Telephone: _____ Cellular Telephone: _____ E-mail address: _____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	2
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	

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

PART 1: FORM OF OFFER AND ACCEPTANCE

(4) FORM OF OFFER AND ACCEPTANCE

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

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

Name of Tendering Entity* ("the tenderer")	WASTE MART (PT) LTD
Trading as (If different from above)	

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

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

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

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

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

Signature(s)

INITIALS OF CITY OFFICIALS

Print name(s):

On behalf of the tenderer (duly authorised)

12 August 2022

Date

PART 1: FORM OF OFFER AND ACCEPTANCE (continued)

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

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

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

The terms of the contract are contained in:

- Clause 1 to 7, and the sub-clauses therein, cited in pages 1 to 3 above;
- Part 2: Special Conditions to Contract
- Part 3: General Conditions of Contract
- Part 4: Specifications
- Part 5: Price Schedule
- Part 6: Occupational Health and Safety
- Part 7: Supporting Schedules

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on 1 July 2023. The tenderer (now supplier) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

The Parties	Employer	Supplier
Business Name	CITY OF CAPE TOWN	Waste Mart (Pty) Ltd
Business Registration	N/A	2
Tax number (VAT)	4500193497	
Physical Address	Tower Block, Civic Centre, 12 Hertzog Boulevard Cape Town 8001	
Accepted contract sum including tax	Rate Based	Rate Based
Accepted contract duration	From 1 July 2023 until 30 June 2028	From 1 July 2023 until 30 June 2028
Signed – who by signature hereto warrants authority		

Name of signatory		
Signed: Date		
Signed: Location	CAGE TOWN	ATKINS
Signed: Witness		
Name of Witness		

PART 1: FORM OF OFFER AND ACCEPTANCE (continued)

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

Schedule of Deviations

Notes:

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

1 Subject NOTICE TO TENDERERS NO.1 dated 26 July 2022

Details .As per attached copy

2 Subject

Details

3 Subject

Details

4 Subject

Details

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

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

PART 2: SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

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

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

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

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

Add the following after clause 5.4:

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

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

5.6 **Publicity and publication**

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

5.7 **Confidentiality**

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

5.8 **Intellectual Property**

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

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

5.8.3 The supplier shall, and warrants that it shall:

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

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

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

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

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

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

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

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

7. Performance Security

Delete clause 7.1 and replace with the following:

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

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

11. Insurance

Add the following after clause 11.1:

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

In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the CCT

will retain its right of recourse against the supplier.

- 11.3 The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in forms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

- 15.2 This warranty for this contract shall remain valid for **zero (0) months** after the goods have been delivered.

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

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

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

- 17.4 Returnable schedules (Schedule 8)

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be [

The penalty for this contract shall be:

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

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

operations.

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

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

- i. Should the Contractor take longer than 3 hours from the time of order and or a request for collection of dewatered wastewater sludge at a specific wastewater treatment facility, a penalty fee shall be imposed based on the removal, transportation, disposal rates, the effect of downtime of the dewatering process and the rate of the process staff, at the time shall be imposed for every hour following a 3 hour waiting period.
- ii. If at any time, the wastewater sludge falls or spill or illegally dumped on any road and/or land, then the contractor must immediately clear up such wastewater solids and remove it to the disposal site. Should the Contractor fail to remove such material within 4 hours from the time of being notified/or being aware of such spill or illegally dumped material, then the Contractor will be liable to a penalty fee of R5,000.00 (five thousand rand) for every hour following a 4 hour waiting period. Additional costs shall be imposed depending on the damage to properties, human health and reputational loss for the City of Cape Town.
- iii. Accredited Health and Safety Training of the Contractor's personnel shall be provided by the Contractor within first five working days of the commencement of the contract. Evidence of conducting health and safety training must be submitted to the Project Manager within ten working days from the date of the commencement of the contract. Should the Contractor fail to provide the necessary training after being notified by the project manager a penalty of will be calculated based on the costs of training, the employee's hourly rate, travelling and accommodation expenses will be imposed, the City of Cape Town reserves the right to report the contractor to relevant authority if/when the contractor is in contravention of the OHS act.
- iv. Should the Contractor fail to submit a proof of safe disposal of dewatered wastewater sludge at an appropriate licensed landfill site by the seven working day of every month during the contract period, then a fine of (disposal rate at the time) for each day following the seven working day waiting period.
- v. On the first day of the commencement of the contract, the Contractor shall ensure each container is marked with a permanent fixture to clearly identify the 10m3 mark on the inside. No container will be allowed to load on site without the correct 10m3 marked filling levels. The City will not be held responsible and/or liable for refusal to acknowledge delivery notes nor processing payment for unmarked or partially filled containers. Any Contractor who fails to mark the container volumes as per the requirement specifications of this contract shall also be liable to a penalty calculated using the costs of marking the container, travelling costs, hourly rate of employee, disposal costs, removal costs, transportation costs shall be imposed for each container not being marked.
- vi. The contractor shall install a dosing system to dose a larvicide into the sludge before the sludge is lifted or pumped into the sludge storage hopper at each wastewater treatment works where mechanically dewatered wastewater sludge is removed as part of this contract. Should the Contractor fail to install larvicide dosing system after 7 (seven) working days (following 7 (seven) working days of contract commencement) of being notified of such required installations, then a penalty fee will be calculated based on the cost of equipment, larvicide, transportation and employee rate per day for a particular wastewater treatment facility shall be imposed.
- vii. Applying sludge in a restricted or non-approved area -- R50 000 (fifty thousand rand) for each 10m3 container of sludge so applied.
- viii. Exceeding the application rate of 10 tons' dry mass per hectare per year. The application rates will be assessed for the 12 month period. A penalty fee of R50 000 for each property (fifty thousand rand) shall be imposed and all consequence clean-up will be to the contractor costs or account. As this is also in contravention of the guidelines for the utilisation and disposal of wastewater sludge, further penalties can be imposed by the regulator.

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

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

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

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

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

26. Termination for Insolvency

Delete clause 26.1 and replace with the following:

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
- 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or

- 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

- 27.2 Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person whose identity shall be agreed to between the Parties within fourteen (14) days, failing which the referring party will be entitled to approach the Chairperson of the Cape Bar for a recommendation of a mediator experienced in the subject matter of the dispute, to act as the mediator. Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

- 28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the purchaser or its agents or employees.
- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable, sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.
- 28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations

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

36. Protection of personal information

- 36.1 The Supplier acknowledges that, for the purposes of this agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which Purchaser is responsible in terms of Protection of Personal Information Act ("POPIA"). Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.
- 36.2 The Supplier agrees that they will at all times comply with POPIA and Purchaser's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the service level agreement.
- 36.3 The Supplier agrees that it shall put in place, and at all times maintain, appropriate physical,

technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its contractors or other authorised individuals comes into contact in relation to the service level agreement.

- 36.4 The supplier agrees that it shall notify the Purchaser immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.
- 36.5 Unless so required by law, the Supplier agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of the Purchaser.
- 36.6 The Supplier hereby indemnifies and holds the Purchaser harmless against all claims, losses, damages and costs of whatsoever nature suffered by the Purchaser arising from or in relation to the Supplier's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

37. Review Clause

- 37.1 This Agreement is valid from 1 July 2023 to 30 June 2028. This Agreement shall be reviewed once every three years; however, in lieu of a review during any period specified, the current Agreement will remain in effect. The purchaser reserves the right to reduce or increase the scope of works according to the dictates of the budget, to terminate this contract, and/or to review and terminate this contract as is contemplated in Section 116(1)(b)(iii) of the Local Government: Municipal Finance Management Act 56 of 2003, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The supplier shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, payment for good delivered.
- 37.2 As required by section 116(2)(b) of the Local Government: Municipal Financial Management Act 56 of 2003, the City shall monitor the performance of the contractor/supplier on at least a monthly basis, and the supplier agrees to provide the City with its full cooperation in this regard.

PART 3: GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial

and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X86, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; Inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

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

9. Packing

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

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in the SCC.

11. Insurance

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

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:

- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
- (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for zero (0) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for zero (0) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC. *N*

15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of any other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.
31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to

the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

PART 4: SPECIFICATIONS

13.1 BACKGROUND

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

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

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

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

13.2 SCOPE OF WORKS

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

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

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

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

13.3 SLUDGE PRODUCTION

WASTEWATER SLUDGE PRODUCTION

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

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

WORKS	m ³ per month	FREQUENCY OF SERVICE
Athlone	1472.7	As when required (may change to continuous)
Bellville	1227.3	Continuous
Borcherds Quarry	1670.5	Continuous

Mitchells Plain	930.7	Continuous
Potsdam	1104.5	Continuous
Zandvliet	1503.4	Continuous
Ad hoc	other	As and when required

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

WORKS	m³ per month	FREQUENCY OF SERVICE
Athlone	3857.1	As when required (may change to continuous)
Bellville	3482.1	Continuous
Borcherds Quarry	2109.4	Continuous
Cape Flats	4500.0	Continuous
Eisanteakraal	428.6	Continuous
Kraaifontein	411.4	Continuous
Macassar	771.4	Continuous
Melkbosstrand	42	As and when required (may change to continuous)
Mitchells Plain	2100.0	Continuous
Potsdam	1542.9	Continuous
Scottsdene	514.3	Continuous
Simonstown	150	As and when required
Wesfleur	180	As and when required (may change to continuous)
Wildevoevlief	694.3	Continuous
Zandvliet	3750.0	Continuous

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

WORKS	m³ per month	FREQUENCY OF SERVICE
Athlone to Cape Flats	400	As and when required
Mitchells Plain to Cape Flats	200	As and when required
Wildevoevlief to Cape Flats	200	As and when required

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

13.4 DATA COLLECTION

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

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

- a) daily quantities (m³ and tons) of dewatered wastewater sludge removed from each wastewater

treatment works,

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

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

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

- a) daily quantities (m³ and tons) of dewatered wastewater sludge removed from each wastewater treatment works,
- b) daily quantities (tons) of dewatered wastewater sludge
- c) Sludge applied at an appropriate land and/or at a sludge processing facility as approved by the City,
- d) quantity (number/amount) of containers removed per day from each wastewater treatment works,
- e) quantity (number/amount) of containers placed per wastewater treatment works
- f) proof of the total cycle of handling the dewatered wastewater sludge which shall include time, date at a point of collection and disposal.
- g) name and location (which shall include but not limited erf number, camp/farm name, camp/farm number, area (ha), coordinates of the area ploughed, distance of nearest public activity and waterway, where available address or street name of the farm) of land where dewatered wastewater sludge is applied.
- h) period (times and dates of commence and completion) of application of dewatered wastewater sludge
- i) disposal area/and available capacity intended to be utilized for the succeeding 4 months
- j) control measures in place to prevent nuisance including but not limited to fly breeding, odour and dust generation.

13.5 DOCUMENTATION

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

13.5.2 The Tenderer must indicate clearly what system they intend using to provide a "paper trail" and /or electronic tracking system in order to show that dewatered wastewater sludge removed from a

particular wastewater treatment works was indeed collected and disposed of at an appropriate licensed landfill site. The paper trail and/or electronic tracking system should contain (but not limited) the transporter (driver details), fleet details, collection points, disposal points, routes, paper trail charts, running hours. Tenderers **MUST** attach evidence sample of the implementation. Details are to be given in **Schedule 15.5-15.6**

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

13.5.3 The Contractor shall produce a clear informative and detailed contingency plan to be implemented should there be any disruptions on the removal, transportation and disposal processes, cases where fleet shortages and or any delays are experienced, and any nuisance caused. The Tenderer must provide and attach a Contingency plan as per order in **Schedule 15.7**. This Contingency plan must be submitted with tender documents. The Tender shall develop, submit and implement a contingency plan including (but not limited to) to the following:

- Contingency fleet breakdowns and/delays
- Complaint from the Public or governmental agency or any other stake holder or affected party
- On site leaks and spillages
- Bad weather affecting land application site
- Public Road leaks and spillages
- Breakdown on Public roads
- Any other foreseeable delays/disruptions/emergencies
- Emergency response plan
- Contract or agreements with response organisations or demonstration that adequate resources exist to respond to emergencies shall be documented.
- Frequency and nature of personnel training exercises.
- Where the dewatered wastewater sludge will be applied during Cape Town wet weather conditions. An identified area for anticipated land application should be able to cater for approximately 2000 tons of dry sludge per month.
- Process of maintaining and updating the training program which should entail communication method and procedures to maintain regular contact with the Tenderer's responsible officials and the City.
- The Tenderer shall provide the City with contact name(s) and emergency number(s) of their responsible individual(s) for normal and emergency purposes.

13.5.5
site

Successful Tenderer shall within 30 days of the notification of the final award provide an On-

traffic coordination plan to a Project Manager responsible for this contract which shall include a vehicle identification system whereby all articulated trucks removing sludge from the wastewater treatment works are clearly marked, placarded, and/or badged, driver identification. The vehicle identification system shall be developed in coordination with the City's District Manager for a particular wastewater treatment works such that entry and exit procedures are effective and efficient.

13.6 STAFF/EQUIPMENT

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

partnership entered into between parties with intent to use for the execution of this contract. (Schedule 15.4).

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

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

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

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

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

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

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

13.7 WORKING ENVIRONMENT

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

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

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

13.8 SERVICE DELIVERY PERIOD

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

13.9 OCCUPATIONAL HEALTH AND SAFETY, ENVIRONMENT

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

- Hazardous Substances Act (Act 5 of 1973)
- Health Act (Act 63 of 1977)

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

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

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

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

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

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

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

13.10 LOADING AND TRANSPORTATION OF SLUDGE

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

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

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

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

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

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

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

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

13.11 PAST EXPERIENCE

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

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

I. METAL AND POLLUTANT CONTENT.

The City of Cape Town Scientific Services Laboratory analyse the sludge on a monthly basis. The parameters determined are: Aluminium, Arsenic, Cadmium, Cobalt, Chromium, Copper, Iron, Manganese, Molybdenum, Nickel, Lead, Strontium, Vanadium & Zinc, Potassium, Phosphorus and

Nitrogen. The Contractor will have to follow necessary City's protocol/s in requesting access to the sludge analytical results which will be made available to the successful Tenderer dependant on the time of sludge analytical results availability.

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

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

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

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

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

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

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

III. DOSING OF THE SLUDGE WITH A LARVICIDE

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

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

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

IV. INSTALLATION OF FLY TRAPS AROUND THE APPLICATION AREA.

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

V. GROUNDWATER MONITORING – SAMPLING AND ANALYSIS

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

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

The samples shall be analysed for the following parameters:

- i. Free and saline Ammonia expressed as N,
- ii. Nitrate + Nitrite expressed as N,
- iii. Total Phosphorus expressed as P
- iv. Conductivity expressed as mS/m,
- v. Iron expressed as Fe,
- vi. Copper expressed as Cu,
- vii. Zinc expressed as Zn,
- viii. Chromium expressed as Cr,
- ix. Cadmium expressed as Cd,
- x. Lead expressed as Pb
- xi. Total Coliforms;
- xii. Escherichia Coll.
- xiii. Sodium expressed Na
- xiv. Magnesium expressed as Mg
- xv. Calcium expressed Ca
- xvi. pH
- xvii. Sulphate expressed SO₄

VI. SOIL MONITORING

In order to ensure that the application of sludge at a rate of the Guideline maximum of 10 tons dry mass per hectare does not result in the metal content of the soil exceeding the values given in volume 2 of the Guideline, soil samples shall be taken by the successful Tenderer/s and analysed at a reputable/and or Accredited Laboratory. Samples shall be taken at the rate of one sample per 10

hectares of land. The successful Contractor shall supply coordinates of the sample points to be utilized and advised the City in writing of such points 28 working days' prior application of dewatered wastewater sludge. The City reserves the right to change the sampling point as it deems necessary. The soil samples shall at all times be collected at the position as advised to the City and approved thereof. The use of prescribed coordinates and a GPS to locate these points is to ensure that future samples may be taken within a few metres of the same point. The sample for analysis shall be an equal volume composite of soil taken at 100 mm, 200 mm and 300 mm depth. The final sample volume shall be about 10 litres. The soil shall be analysed by a reputable and/or accredited laboratory experienced in the analysis of soil for agricultural purposes. The costs of these analyses will be for the Contractor's account and will be deemed as part of the input costs of the contract. The soil analysis required for monitoring purposes shall comply with all specification as in Table A3 of Volume 2 Guidelines for the Utilisation and Disposal of Wastewater Sludge – requirements for the agricultural use of wastewater sludge. Undertake additional soil and groundwater monitoring at a frequency and specification as determined by the Directorate (in consultation with the Directorate: Pollution and Chemicals Management and Department of Water and Sanitation), to determine if soil and/or groundwater contamination is occurring.

VII. AIR MONITORING

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

VIII. PRODUCT MONITORING

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

IX. SELECTION OF SUITABLE AREAS FOR LAND APPLICATION

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

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

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

residential area, industrial or commercial properties which includes but are not limited to schools, farm houses.

X. SLUDGE APPLICATION RATES

The application of sludge should not contribute to soil erosion.

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

XI. APPLICATION RATES AND SPREADING.

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

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

XII. SPECIAL ARRANGEMENTS OVER EXTENDED HOLIDAY PERIODS

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

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

XIII. BUFFER ZONES FOR GROUNDWATER AND/OR SURFACE WATER

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

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

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

13.14 COMMUNICATION

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

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

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

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

13.15.1. Company Background and Experience

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

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

13.15. 2. Description of the Sludge Processing

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

13.15.3. Permitting/Regulatory Compliance

- a. Provide a history of compliance with applicable regulations for the Tenderer's operation of facilities.
- b. Will the Tenderer utilize an existing permitted facility (ies) with sufficient capacity and compliance history to handle the City's wastewater sludge? Provide a detailed explanation.
- c. Can the Tenderer receive wastewater sludge on 24 hour daily basis 7 days/week, 52 weeks/year 365 days/year.
- d. Can the Tenderer manage to handle and utilize the City's wastewater sludge should quality (deteriorate) and quantity change (increase/decrease) without constructing any processing facilities on the City's property?
- e. The Tenderer shall provide information describing regulatory compliance, approvals, and associated permits/licence
 - I. If not, explain how permitting/licencing would be obtained for the new facilities that will be utilized.
 - II. Can the permits for the new facilities be obtained by 01 July 2023 to process the City's wastewater sludge?
 - III. If new facilities are unable to be permitted/licensed by 01 July 2023 provide a timeline of when permits/licence will be obtained for the new facilities, and describe the interim plan and process and how the interim plan will be permitted. Additionally, explain what options are available if permit/licence approval/s is/are not obtained.

13.15.4. Risk of Process Operation

- a. Does the Tenderer currently use the proposed process upon receiving wastewater sludge from other municipalities for processing and beneficial use? If so, provide the following:
 - I. List of existing locations (coordinates, distance from the sludge collection point to tenderer's site) where the Tenderer is utilizing this process and how long each location has been in operation; and

- ii. List of current contracts with other municipalities for which the Tenderer is using this process.
- b. If the Tenderer does not have existing facilities that use this process, cite other facilities at which the process is being used successfully with the City of Cape Town to receive, process and reuse the wastewater sludge similar to the one produced by the City's wastewater treatment works.
- c. Explain potential impacts of regulatory changes on the viability of the proposed process.
- d. In the event the Tenderer is unable to process the wastewater sludge for a period of time due to mechanical failure, process upset, weather, and other unforeseen events, what are the contingency plans (attached contingency plan document) to ensure that the Tenderer continues to receive wastewater sludge.
- e. Provide a detailed list of end users (customers) currently using the Tenderer's final product, quantities supplied on a monthly and yearly basis.
- f. Explain the sustainability of a product demand by Tenderer's end users (customers) over a period of 60 months with effect from 01 July 2023. Provide a detailed supply against demand table and charts showing trends during previous years (2019 to 2022).

13.15.5. Operation Flexibility

- a. Can the Tenderer's company process accommodate variations in the City's operations and needs with varying wastewater sludge quantity, time and days for management and preparations for holidays, maintenance activities, storm events, and other events that may require adjustment in the schedules for the transportation and acceptance of wastewater sludge.
- b. Does the Tenderer's company process have the ability to receive any of the wastewater sludge OR does it require a certain class of sludge from a specific particular process?
- c. Indicate the ability of the Tenderer to provide the proposed services (wastewater sludge processing) to the City for contract duration of 60 months (5 years).

13.15.6. Enhanced Environmental Benefits

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

13.15.7. Local Preference

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

13.15.8. Local economic Benefits

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

PART 5: PRICE SCHEDULE

(5) PRICE SCHEDULE

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

IMPORTANT NOTES WITH RESPECT TO PRICING:

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

ITEM 1 BELLVILLE WASTEWATER TREATMENT WORKS (CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
1.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R 979.63
1.2	Cost for pre-treatment prior to disposal	per ton	R 65.25
1.3	Rate for disposal at a licenced Landfill site	per ton	R 657.90

ITEM 2 BORCHERDS QUARRY WASTEWATER TREATMENT WORKS (CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
2.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R 977.41
2.2	Cost for pre-treatment prior to disposal	per ton	R 65.25
2.3	Rate for disposal at a licenced Landfill site	per ton	R 657.90

ITEM 3 MITCHELL'S PLAIN WASTEWATER TREATMENT WORKS (CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
3.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R 1155.12
3.2	Cost for pre-treatment prior to disposal	per ton	R 65.25

3.3	Rate for disposal at a licenced Landfill site	per ton	R657.90
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ITEM 4 POTSDAM WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
4.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R708.62
4.2	Cost for pre-treatment prior to disposal	per ton	R65.25
4.3	Rate for disposal at a licenced Landfill site	per ton	R657.90

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

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
5.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R1045.50
5.2	Cost for pre-treatment prior to disposal	per ton	R65.25
5.3	Rate for disposal at a licenced Landfill site	per ton	R657.90
5.4	Rental PER (10m³) CONTAINER – should the container remain on site for longer than 24 hours. Rate per day shall include all replacement costs.	per day	R72.00

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

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
6.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R.588...56
6.2	Cost for pre-treatment prior to disposal	per ton	R.6.5...25
6.3	Rate for disposal at a licenced Landfill site	per ton	R.657...90

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

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
7.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R.566...34
7.2	Cost for pre-treatment prior to disposal	per ton	R.6.5...25
7.3	Rate for disposal at a licenced Landfill site	per ton	R.657...90

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

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
8.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R.1.55...12
8.2	Cost for pre-treatment prior to disposal	per ton	R.6.5...25
8.3	Rate for disposal at a licenced Landfill site	per ton	R.657...90

ITEM 9 **MELKBOSSSTRAND WASTEWATER TREATMENT WORKS**
(AS AND WHEN REQUIRED SERVICE BUT THIS MAY CHANGE TO
CONTINUOUS SERVICE DURING THE TERM OF THIS CONTRACT)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
9.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R 799.70
9.2	Cost for pre-treatment prior to disposal	per ton	R 65.25
9.3	Rate for disposal at a licenced Landfill site	per ton	R 657.90
9.4	Rental PER (10m³) CONTAINER – should the container remain on site for longer than 24 hours. Rate per day shall include all replacement costs.	per day	R 72.00

ITEM 10 **SCOTTSDENE WASTEWATER TREATMENT WORKS**
(AS AND WHEN REQUIRED SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
10.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R 910.77
10.2	Cost for pre-treatment prior to disposal	per ton	R 65.25
10.3	Rate for disposal at a licenced Landfill site	per ton	R 657.90

ITEM 11 **SIMONS TOWN WASTEWATER TREATMENT WORKS**
(AS AND WHEN REQUIRED SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
11.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R 1243.98
11.2	Cost for pre-treatment prior to disposal	per ton	R 65.25
11.3	Rate for disposal at a licenced Landfill site	per ton	R 657.90
11.4	Rental PER (10m³) CONTAINER – should the container remain on site for longer than 24 hours. Rate per day shall include all replacement costs.	per day	R 72.00

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

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
12.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R.888...56
12.2	Cost for pre-treatment prior to disposal	per ton	R.65...25
12.3	Rate for disposal at a licenced Landfill site	per ton	R.657...90
12.4	Rental PER (10m³) CONTAINER – should the container remain on site for longer than 24 hours. Rate per day shall include all replacement costs.	per day	R.72...00

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

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
13.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R.1391...96
13.2	Cost for pre-treatment prior to disposal	per ton	R.65...25
13.3	Rate for disposal at a licenced Landfill site	per ton	R.657...90

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

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
14.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R.1266...19
14.2	Cost for pre-treatment prior to disposal	per ton	R.65...25
14.3	Rate for disposal at a licenced Landfill site	per ton	R.657...90

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

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
15.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R. 1021.40
15.2	Cost for pre-treatment prior to disposal	per ton	R. 102.14
15.3	Rate for disposal at a licenced Landfill site	per ton	R. 657.90
15.4	Rental PER (10m³) CONTAINER – should the container remain on site for longer than 24 hours. Rate per day shall include all replacement costs.	per day	R. 72.00

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

IMPORTANT NOTES WITH RESPECT TO PRICING:

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

TENDER NO:135/2022/23

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

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
32.1	Cost PER CONTAINER LOAD for disposal at a licensed landfill site	Per 10m³	R.5206.68
32.3	Cost PER CONTAINER LOAD for land application and disposal	Per 10m³	R.116.18
32.4	Rate per Container for removal & transport	Per kilometre	R.40.00
32.5	Rental PER (10m³) CONTAINER - should the container remain on site for longer than 24 hours. Rate per day shall include all replacement costs.	Per day	R.72.00

Tenderers to supply the rate per kilometre:

Description	Unit	Unit Price (excluding Vat) Rands
The rate per kilometer will be used to calculate the R/km, pre-approved routes for intra works transfers will be used.	Per kilometre	R.40.00

Part 4
REUSE OF ANY WASTEWATER SLUDGE FOR BENEFICIAL USE.

IMPORTANT NOTES WITH RESPECT TO PRICING:

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

NOTES:

- Conversion factor used 10m³ to ton = 0.72*
- Tenderer must submit rates for all items as per the Pricing Schedule in Part 4. Failure to do so will render the offer non-responsive.
 - No rental is applicable as the container is not kept on site UNLESS STATED OTHERWISE. The vehicle will arrive at the treatment works, be filled with sludge and then depart.

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

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
32.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R.1261.75
32.2	Cost for removal & transport only	per ton	R.175.24

TENDER NO:138/2022/23

32.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R. 220,00
32.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m³	R. 1760,00

ITEM 33 BELLVILLE WASTEWATER TREATMENT WORKS (CONTINUOUS SERVICE)

Primary

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
33.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R. 1099,59
33.2	Cost for removal & transport only	per ton	R. 152,72
33.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R. 440,00
33.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m³	R. 3520,00

ITEM 34 BORCHERS QUARRY WASTEWATER TREATMENT WORKS (CONTINUOUS SERVICE)

Primary

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
34.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R. 1119,58
34.2	Cost for removal & transport only	per ton	R. 155,50
34.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R. 440,00
34.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m³	R. 3520,00

ITEM 35 CAPE FLATS WASTEWATER TREATMENT WORKS (CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
35.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R. 1332,84
35.2	Cost for removal & transport only	per ton	R. 185,12
35.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R. 220,00

TENDER NO:13S/2022/23

35.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m³	R1760.00
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ITEM 36

FISANTEKRAAL WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
36.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R777.49
36.2	Cost for removal & transport only	per ton	R107.98
36.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R220.00
36.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m³	R1760.00

ITEM 37 **KRAAIFONTEIN WASTEWATER TREATMENT WORKS**
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
37.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R777.49
37.2	Cost for removal & transport only	per ton	R107.98
37.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R220.00
37.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m³	R1760.00

ITEM 38 **MACASSAR WASTEWATER TREATMENT WORKS**
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
38.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R1459.46
38.2	Cost for removal & transport only	per ton	R202.70
38.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R220.00
38.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m³	R1760.00

ITEM 39 MELKBOSSTRAND WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

TENDER NO:13S/2022/23

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
39.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R. 1119-58
39.2	Cost for removal & transport only	per ton	R. 155-50
39.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R. 220-00
39.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m³	R. 1760-00

ITEM 40 MITCHELLS PLAIN WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
40.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R. 1494-44
40.2	Cost for removal & transport only	per ton	R. 208-25
40.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R. 220-00
40.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m³	R. 1760-00

ITEM 41 POTSDAM WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE) Primary

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
41.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R. 1110-70
41.2	Cost for removal & transport only	per ton	R. 154-26
41.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R. 440-00
41.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m³	R. 3520-00

ITEM 42 SCOTTSDENE WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

TENDER NO:138/2022/23

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
42.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R 855.24
42.2	Cost for removal & transport only	per ton	R 118.78
42.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R 220.00
42.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m³	R 1760.00

ITEM 43 SIMONS TOWN WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
43.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R 1666.05
43.2	Cost for removal & transport only	per ton	R 221.40
43.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R 220.00
43.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m³	R 1760.00

ITEM 44 WESFLEUR WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
44.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R 1731.77
44.2	Cost for removal & transport only	per ton	R 169.69
44.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R 220.00
44.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m³	R 1760.00

ITEM 45 WILDEVOELVLEI WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE)

TENDER NO:138/2022/23

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
45.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R 2332 - 46
45.2	Cost for removal & transport only	per ton	R 323 - 99
45.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R 220 - 00
45.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m³	R 1760 - 00

ITEM 46

ZANDVLIET WASTEWATER TREATMENT WORKS
(CONTINUOUS SERVICE) *Primary*

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
46.1	Cost PER CONTAINER LOAD for removal & transport only	per 10m³	R 1259 53
46.2	Cost for removal & transport only	per ton	R 174 - 94
46.3	Extra-over item above for the cost PER CONTAINER LOAD for all processing, use, and further disposal of Sludge	per ton	R 440 - 00
46.4	Extra-over item above for the cost for all processing, use, and further disposal of Sludge	per 10m³	R 3520 - 00

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule.

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

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule.

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

- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 The City of Cape Town reserves the right to award to MORE than ONE contractor for either Part 1 and part 4 together, part 3, and/ OR Part 2 taking into consideration the capacity, equipment of the Tenderer as well as foreseeable operational risks.
- 5.9 Should the Tenderer choose to tender for Part 4, then it is compulsory to tender for Parts 1. Award for Part 4 shall also be made to the best evaluated Tenderer based on previous experience, risk, flexibility as the City determines to be in its best interest.
- 5.10 A responsible Tenderer shall be required to perform or furnish the services and have capacity in all respect to fully perform the Contract requirements. The City shall conduct quality assurance as the City deems necessary to verify the experience, past performance, skills, financial capacity and stability, integrity, reliability, capacity, product quality, delivery schedule, facilities, equipment, and credit to ensure good faith performance.
- 5.11 The responsibility to arrange permission with the owner of a licenced landfill site to dispose at a landfill site appropriate to handle this type of waste rests with the Tenderer.

PART 6: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

WASTE MART (PTY) LTD.
(Supplier/Mandatory/Company/CC Name)

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

I, WASTE MART (PTY) LTD., representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at ATHLONE on the 12th day of August 2022

Witness

Signed at Bellville on the 9th day of June 2023

Witness

for and on behalf of
City of Cape Town

PART 7: SUPPORTING SCHEDULES

Schedule 15.4

15.4. SCHEDULE OF PLANT & EQUIPMENT

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

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

See file section 3 for detail regarding

All Owned

Liability	Articulated Truck Model	Articulated Truck Make	Year	Number of owned Containers per articulated truck	Container description (10 m³)	Articulated Truck Registration Number	Registered vehicle owner	Agreement arrangement type with the registered owner	Roadworthy Status - MUST attach proof
1	Truck Tractor 27.440 6x4	MAN TGS	2017	Truck Axle side hopper with 2 x 7m³ containers	2 x 7m³		Waste-Mat	Owned	Attached
2	Truck Tractor 27.440 6x4	MAN TGS	2017	Truck Axle side hopper with 2 x 7m³ containers	2 x 7m³		Waste-Mat	Owned	Attached
3	Truck Tractor 27.440 6x4	MAN TGS	2017	Truck Axle side hopper with 2 x 7m³ containers	2 x 7m³		Waste-Mat	Owned	Attached
4	Truck Tractor 27.440 6x4	MAN TGS	2017	Truck Axle side hopper with 2 x 7m³ containers	2 x 7m³		Waste-Mat	Owned	Attached
5	Truck Tractor 27.440 6x4	MAN TGS	2017	Truck Axle side hopper with 2 x 7m³ containers	2 x 7m³		Waste-Mat	Owned	Attached

See file section 3 B. asset list 10m³ and 15m³ containers

Table 15.4.1 continued

File section 3 asset list detail incl containers

Liability	Articulated Truck Model	Articulated Truck Make	Year	Number of owned Containers per articulated truck	Container description (10 m³)	Articulated Truck Registration Number	Registered vehicle owner	Agreement arrangement type with the registered owner	Roadworthy Status - MUST attach proof
6	ROBO Truck 33.360 6x4	MAN TGS	2017	6	load to 10m³		Waste-Mat	Owned	Attached
7	ROBO Truck 33.360 6x4	MAN TGS	2017	6	15m³		Waste-Mat	Owned	Attached
8	ROBO Truck 33.360 6x4	MAN TGS	2017	6	15m³		Waste-Mat	Owned	Attached
9	ROBO Truck 33.360 6x4	MERC AXOR	2017	6	15m³		Waste-Mat	Owned	Attached
10	ROBO Truck 33.360 6x4	MERC AXOR	2017	6	15m³		Waste-Mat	Owned	Attached
11	Truck Tractor	MERC ACTROS	2015	6	15m³		Waste-Mat	Owned	Attached
12	Truck Tractor	MERC ACTROS	2018	6	15m³		Waste-Mat	Owned	Attached

- listed 6 trucks per part 1 and part 2
- See file section 3 for additional trucks available for part 3 and 4 if not same as above listed to volumes and service required.
- Usage trucks linked

A

Annexure H

LIST OF LAND APPLICATION FARMS

FARM NAME
Graafwater
Jocafontein
Hercules Pillar
Prospect Hill
Saddlemore
Buumanakraal
Blaauwblommevlakkloof

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

TENDER NO:189/2022/23

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

- 8.1 The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all tenderers.
- 8.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 8.5 Any claim for an increase in the Contract price shall be submitted in writing to the:
The detailed request with motivations for the increase must be submitted to:
CPA.Request@cape.gov.za
- 8.6 The COT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.
- 8.7 When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- 8.8 The COT 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 COT within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.
- 8.9 Price Adjustment Mechanism:**
- 8.9.1 The Contract Price as per GCC shall remain Firm for the first 12 months (from date of commencement) and no claims for contract price adjustment will be considered for the first 12 months of the contract period subject to the provisions in the price schedule.
- 8.9.2 Subject to 8.9.1. Above, Contract Price Adjustment will be applicable as from commencement of the 13 month of the contract period. Tenderers shall be entitled to claim contract price adjustment as follows:
- 90% of the tendered price will be subject to adjustment annually based on the average Consumer Price Index (CPI) as follows:
- From start of 13th month to the end of the 24th months: Subject to contract price adjustment in accordance with the Consumer Price Index (P0141-Table A). Base month for the price adjustment shall be two (2) calendar months prior to the date of commencement. The end month shall be two (2) calendar months prior to the 13th month.
- From start of 25th month to the end 36th month of the contract: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141-Table B). Base month for the price adjustment shall be two (2) calendar months prior to the 13th month. The end month shall be two (2) calendar months prior to 25th month.
- From start of 37th month to 48th months: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141-Table B). Base month for the price adjustment shall be two (2) calendar months prior to the 25th month. The end month shall be two (2) calendar months prior to 37th month.

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From start of 49th month to end of the contract: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141-Table B). Base month for the price adjustment shall be two (2) calendar months prior to the 37th month. The end month shall be two (2) calendar months prior to 49th month.

The average CPI calculated, the base month to the end month (both included) divided by the number of months. The claim will be based on the average between the "base month" and the "end month" e.g.: $7+8+9+6 = 28$ ($28/4$) = 7 therefore the claim will be 7%.

8.9.3 PRODUCER PRICE INDEX (PPI) – FINAL PRODUCT:

The contract prices shall remain firm for the first 12 months (from date of closing of tender) and no claims for contract price adjustment will be considered. Prices shall be adjusted in accordance with the Table 1 Final Manufactured good – P0142 published by Stats SA:

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

From start of 13th month (after date of closing of tender) to the end of the 24th month: Subject to contract price adjustment in accordance with the Producer Price Index. The base month shall be 2 calendar months prior to the date of closing of tender and the end month shall be 2 calendar months prior to the 12th month.

From start of 25th month (after date of closing of tender) to the end of the 36th month: Subject to contract price adjustment in accordance with the Producer Price Index. The base month shall be 2 calendar months prior to the 12th month and the end month shall be 2 calendar months prior to the 24th month.

From start of 37th month to 48th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141-Table B). Base month for the price adjustment shall be two (2) calendar months prior to the 25th month. The end month shall be two (2) calendar months prior to 37th month.

From start of 49th month to end of the contract: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141-Table B). Base month for the price adjustment shall be two (2) calendar months prior to the 37th month. The end month shall be two (2) calendar months prior to 49th month.

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

The claim will be based on the average between the "base month" and the "end month" e.g.: $7+8+9+6 = 28$ ($28/4$) = 7 therefore the claim will be 7%.

10% of the rate will remain fixed.

8.9.3 10% of the rate will remain fixed.

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

The tender prices are based on disposal rate at the disposal sites operated by the City of Cape Town as at the 2022/23 tariff for special waste and is subject to adjustment once per year effective on 1st July of each year in direct proportion to any variation in this tariff. The cost of any chemical treatment of the sludge is deemed to have been included in the disposal rate tendered and there will be no additional payment should the type or quantity of chemical treatment be altered during the contract period.

8.9.5 Price line items

The tenderer is to indicate which parts will be subject to the CPI or PPI mechanism.

DONE AND SIGNED AT Atteridgeville ON 29th May 2023

[Signature]
THE CONTRACTOR

[Signature]
WITNESS

DONE AND SIGNED AT Bellville ON 9th June 2023

[Signature]
THE CITY OF CAPE TOWN

[Signature]
WITNESS