CITY OF CAPE TOWN
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MEMORANDUM OF AGREEMENT

FOR THE

REMOVAL, TRANSPORTATION AND DISPOSAL OF GRIT AND SCREENINGS FROM VARIOUS WASTEWATER TREATMENT WORKS

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

Waste Mart (Pty) Ltd
Registration no. [illegible]

Contract No 267S/2021/22

PREAMBLE

WHEREAS Tender **267S/202021/22** was awarded to **Waste Mart (Pty) Ltd,** in line with the SCM- Bid Adjudication Committee resolution **SCMB 21/04/23** dated **03 April 2023** for the Provision of Services for the , REMOVAL, TRANSPORTATION AND DISPOSAL OF GRIT AND SCREENINGS FROM VARIOUS WASTEWATER TREATMENT WORKS from 1 August 2023 until 30 April 2028.

AND WHEREAS it is recorded that this 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: SPECIAL CONDITIONS OF CONTRACT**".

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 Employer/Purchaser**"), herein represented by **the City Manager or his sub delegated nominee Director: Bulk Services** 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 17-31 Silica Road, Athlone Industriaz, 7764 (the "**Contractor/Supplier**"), herein represented by its duly authorised representative, **Nazier Marthinus** in his 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 Parts 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. first, the terms and conditions of the SCC;

2.1.2. second, the terms and conditions of the GCC;

2.1.3. third, Parts and Annexures to this Contract; and

2.1.4. fourth, any other documents incorporated by reference.

2.2. The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

3. APPOINTMENT AND DURATION

3.1. The Employer hereby appoints the Contractor to perform the Scope of Work for the Employer **from Commencement date.**

3.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall terminate on **30 April 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 EMPLOYER

5.1. The Employer 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 Contractor as set out in this Contract.

5.2. The Employer shall monitor and evaluate the Contractor's performance in respect of the Scope of Work.

6. OBLIGATIONS OF THE CONTRACTOR

6.1. The Contractor hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work **(PART 4: SPECIFICATIONS).**

6.2. The Contractor 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 Employer.

6.3. The Contractor will ensure that the Works will be of a satisfactory quality and fit for purpose.

6.4. The Contractor 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 Contractor will not conduct any activity of whatsoever nature which may be detrimental to the Employer'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 Contractor shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.

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
- [x] 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)	2[illegible]
Postal address	[illegible] Postal Code [illegible]
Physical address (Chosen domicilium citandi et executandi)	[illegible] Postal Code [illegible]
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms [illegible] (Name & Surname) Telephone:([illegible]) [illegible] Fax:([illegible]) [illegible] Cellular Telephone: [illegible] E-mail address: [illegible]
Income tax number	[illegible]
VAT registration number	[illegible]
SARS Tax Compliance Status PIN	[illegible]
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	[illegible]
National Treasury Central Supplier Database registration number (See Conditions of Tender)	[illegible]

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 havea 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

PART 1: FORM OF OFFER AND ACCEPTANCE

(4) FORM OF OFFER AND ACCEPTANCE

TENDER [267S/2021/22 REMOVAL, TRANSPORTATION AND DISPOSAL OF GRIT AND SCREENINGS 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")**	[illegible]
Trading as (if different from above)	

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

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

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**.

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

Signature(s)

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

[illegible]
Date

INITIALS OF CITY OFFICIALS

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 267S/2021/22 REMOVAL, TRANSPORTATION AND DISPOSAL OF GRIT AND SCREENINGS 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, cited in pages 1 to 4 above;
Part 1: Agreements
Part 2: Special Conditions to Contract
Part 3: General Conditions of Contract
Part 4: Specifications
Part 5: Pricing Schedule
Part 6: Occupational Health and Safety Agreement.
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 the date of commencement. The parties are to sign the table below and confirm receipt from the employer of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now supplier) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

TENDER 267S/2021/22 REMOVAL, TRANSPORTATION AND DISPOSAL OF GRIT AND SCREENINGS FROM VARIOUS WASTEWATER TREATMENT WORKS

The Parties	Employer	Supplier
Business Name	CITY OF CAPE TOWN	Waste Mart (Pty) Ltd
Business Registration	Not applicable	[illegible]
Tax number (VAT)	4500193487	[illegible]
Physical Address	Civic Centre 12 Hertzog Boulevard Cape Town 8000	[illegible] Athlone Industrial 7764
Accepted contract sum including tax		
Accepted contract Duration	FROM COMMENCEMENT DATE ON 1 AUGUST 2023 UNTIL 30 APRIL 2028	
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

AGREEMENT - 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 14 April 2022**. . . . .

. . . .

Details . As per attached copy . . . .

. . . .

. . . .

. . . .

2 Subject . . . .

Details . . . .

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. . . .

3 Subject . . . .

Details . . . .

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. . . .

4 Subject . . . .

Details . . . .

. . . .

. . . .

By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the 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, o ation or implied during the period between the issue of the tender documents and the receipt by a completed signed copy of this Agreement shall have any meaning or effect in the contract be s arising from this agreement.

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

FINANCE
SUPPLY CHAIN MANAGEMENT

David Abrahams
Supply Chain Management

T : 073 988 1737
E : david.abrahams2@capetown.gov.za

14 APRIL 2022

NOTICE TO TENDERERS NO.1
5 pages

NOTICE TO TENDERER

TENDER NO: 2675/2021/22
BOX NO: 123
CLOSING DATE: 19 April 2022
DESCRIPTION: REMOVAL, TRANSPORTATION AND DISPOSAL OF GRIT AND SCREENINGS FROM VARIOUS WASTEWATER TREATMENT WORKS

This Notice to Tenderers (NTT1) is to be recorded on Schedule 14: Record of Addenda to Tender Documents issued to Tenderers and bound into the tender document.

This Notice to Tenderers advises of the following:

1. Amendments to the Tender Document

The following amendments have been made to the attached pages for insertion into the Tender Document (Although amended pages are given in full, the following list can be used as a Checklist by the Tenderers):

Note: Amended pages are marked with an "A" after the page number to distinguish them from the origina pages.

AMENDMENTS TO TENDER DOCUMENT

8.1 The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all tenderers.

8.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.

8.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.

8.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.

8.5 Any claim for an increase in the Contract price shall be submitted in writing to the:
Director Supply Chain Management, City of Cape Town,
P O Box 655, Cape Town, 8000 or

- by email to: CPA.Request@capetown.gov.za prior to the month upon which the price adjustment would become effective

8.6 The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.

8.7 When submitting a claim for contract price adjustment a supplier shall indicate the <u>actual amount</u> claimed for <u>each item</u>. 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 CCT reserves the right to request the supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the CCT within a period of **30 (thirty) days** from the date of the request, it shall be presumed that the supplier has abandoned his claim.

8.9 The effective date of any price increases granted will be the date on which the abovementioned documentation/claim is submitted or, by agreement between the Contractor and the City, a subsequent date on which the price increase will be effective.

8.10 In instances where the Contractor's price claimed is less than entitled, the lesser price will be accepted.

8.11 The CCT reserves the right to apply the indices available at the date of the claim submitted by the Contractor.

8.12 <u>Process that will be followed:</u>

- Contractor submits all the documentation indicated above prior to the effective date of the variation.

- The City will consider the variation and based on the documentary evidence, the City may approve the variation.

- Letters authorising the price variation will be communicated to the contractor **indicating the effective date.**

- **All purchase orders for the contracted goods shall be issued at, and the Goods** supplied, invoiced and paid for at the contract unit prices approved for that period **and no further contract price adjustment claims will be considered, irrespective of the actual month of delivery and whether or not deliveries were subject to any** manufacturing or delivery delays.

- **All purchase orders from the effective date will be generated at the approved** contract price. **Purchase orders placed prior to the effective date will not be varied.**

8.11 Price Adjustment Mechanism:

8.11.1 **The Contract Price as per GCC shall remain Firm for the first 12 months from date of** commencement of the contract and no claims for contract price adjustment will be **considered for the first 12 months' subject to the provisions in the price schedule.**

8.11.2 Subject to 8.11.1. Above, **Contract Price Adjustment will be applicable as from commencement of the 13 month of the contract. Contractors shall be entitled to claim contract price adjustment as follows:**

8.11.3 **10% of the tendered rate will remain fixed for the duration of the contract.**

8.11.4 **90% of the year on year rate will be subject to adjustment annually based on the average percentage of 12 months as published by STATSSA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:**

From start of 13th month to the end of the 24th month: **Subject to contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the** date of commencement. The end month shall be three (3) calendar months prior to the 12th **month.**

From start of 25th month to end of the 36month: Subject to the contract price adjustment in accordance with the Consumer Price Index **(P0141–Table B2 – CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the** 13th month. **The end month** shall be three (3) calendar months prior to 24th month.

From start of 37th month to end 48 month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the **25th month. The end month shall be three (3) calendar months prior to 36th month.**

From start of 49th month to end 60 month: Subject to the contract price adjustment in **accordance with the Consumer Price Index (P0141–Table B2 – CPI headline year-on-year** rates). Base month for the price adjustment shall be three (3) calendar months prior to the 37th month. The **end month** shall be three (3) calendar months prior to 48th month.

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

Example:

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

2. Responses to Relevant Queries Received via Email

Question 1:

Page 1: When is anticipated start date, as I note end date 30 April 2028 – thus 6 years?

Answer:

The anticipated commencement date will be 1st July 2023 for a duration of 60 months (5 years).

Question 2:

Page 31 – 36: I note no disposal cost item per site. Where must disposal cost be priced? What must be included on page 36 under: "Treatment" and what is the unit of measure for this item?

Answer:

The cost item per site needs to be priced by the tenderer. It's advisable to contact the disposal sites to obtain disposal costs, the unit of measure and treatment. The treatment before disposal would be in relation with the landfill requirements of moisture content not less than 40% and addition of lime.

Question 3:

Page 61-62: CPA clause 8.10 only refer to price adjustment calculation up to month 25 – but this contract will be 60 months?

Answer:

The Notice to Tenderer explains the price adjustments for the duration of the contract under 8.11 Price Adjustment Mechanism.

Question 4:

Page 5 clause 2.1.5.1 it is noted that award will be based on winner-takes-al and one tenderer will be awarded, but on page 100 clause 6 under Table 1 it refers to estimate total cost per site for evaluation per site. Will evaluation and award be per site or will all be combined and award to one tenderer.

Answer:

There will only be one tenderer awarded the whole contract, but evaluation will be done per site and then combined.

Yours Sincerely,

....

Director: Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER: TENDER NO 2675/2021/22

At .... **on this** .... **Day of** 2022

Signature: ....

Name of Signatory: ....

(In ink and capitals)

TENDERER: ....

(Name of firm in ink and capitals

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

'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;

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

15. Warranty

Add to Clause 15.2:

15.2 This warranty for this contract shall remain valid for **six (6) 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

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apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable:

Refer to Schedule 8

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

17.5.1 Adjustment for variations in rates of exchange:

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

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

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

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

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

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

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

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

17.53.2 Adjustment for variations in customs surcharge and customs duty

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

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the goods, 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 the 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 relive the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

21.2 If at any time during the performance of 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 []
Wastewater Treatment is a continuous process that cannot be stopped. The grit and screenings removed from the wastewater are deposited into the contractor's container. This container needs to be removed on a regular basis. Accordingly, the City of Cape Town shall impose the following stipulated penalties during the contract period:

22.1.1 Should the Contractor take longer than 4 hours from the time of order and or a request for collection of grit and screenings at a specific wastewater treatment facility. A penalty fee (fee will calculated 20% of the per monthly rate of the works, removal, transportation, disposal and treatment costs, if notice, directive, complaints are levied at the city, the city will in turn charge the contractor) shall be imposed for every hour following a 4 hour waiting period for a particular wastewater treatment facility.

22.1.2 If any wastewater solids fall on any road, then the Contractor must immediately clear up such wastewater solids and remove it to their disposal site. Should the Contractor fails to remove such material within 4 hours from the time of being notified of such spill, then the Contractor will be liable to a penalty fee (fee will calculated 20% of the per monthly rate of the works, removal, transportation, disposal and treatment costs, if notice, directive, complaints are levied at the city, the city will in turn charge the contractor) for every hour following a 4 hour waiting period.

22.1.3 Accredited Health and Safety Training of the Contractor's personnel shall be provided by the Contractor on the first day of the commencement of the contract Evidence of conducting health and safety training must be submitted to the Project Manager within seven working days from the date of the commencement of the contract. Should the Contractor fails to comply with any of Health & Safety Requirements as stipulated in Paragraph 5.3 of Section 5, then a penalty fee (fee will calculated 20% of the per monthly rate of the works, removal, transportation, disposal and treatment costs, if notice, directive, complaints are levied at the city, the city will in turn charge the contractor) shall be imposed.

22.1.4 Should the Contractor fail to submit a proof of safe disposal of grit and screenings at an appropriate hazardous waste landfill site by the seven working day of every month during the contract period, then a fine (fee will calculated 20% of the per monthly rate of the works, removal, transportation, disposal and treatment costs, if notice, directive, complaints are levied at the city, the city will in turn charge the contractor) for each day following the seven working day waiting period.

22.1.5 On the first day of the commencement of the contract, the Contractor shall ensure each container is marked on the inside to indicate to which level the container may be filled to prevent spillage when lifting and transporting the container. This will be regarded as the "WORKING VOLUME" of the container for invoicing purposes. No container will be allowed to load on site without the correct marked filling level "WORKING VOLUME". Any Contractor who fails to mark the container volumes as per the requirement specifications of this contract shall also be liable to a penalty (fee will calculated 20% of the per monthly rate of the works, removal, transportation, disposal and treatment costs, if notice, directive, complaints are levied at the city, the city will in turn charge the contractor will be imposed for each container not being marked

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** relaying to breaches of the conditions upon which preference points were awarded.

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

23.8.2 The parties by mutual agreement terminate the contract.

23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice

23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.

23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

23.8.5.1 reports of poor governance and/or unethical behaviour;
23.8.5.2 association with known family of notorious individuals;
23.8.5.3 poor performance issues, known to the Employer;
23.8.5.4 negative social media reports; or
23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..

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

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.

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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 Contractor acknowledges that, for the purposes of the service level 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 CCT is responsible in terms of POPIA. Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.

36.2 The Contractor agrees that they will at all times comply with POPIA and CCT'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 Contractor 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 Contractor agrees that it shall notify CCT 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 Contractor 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 CCT.

36.6 The Contractor hereby indemnifies and holds the CCT harmless against all claims, losses, damages and costs of whatsoever nature suffered by CCT arising from or in relation to the Contractor's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

36.7 The Contractor agrees that CCT may conduct regular data protection audits on the Contractor and undertakes to give its full co-operation in this regard.

37. Review Clause:

37.1 This Agreement is valid from **commencement date on 1 August 2023 until 30 April 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

TENDER NO:

INSURANCE BROKER'S WARRANTY (PRO FORMA)

Logo

Letterhead of supplier's Insurance Broker

Date ______________________

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

Dear Sir

TENDER NO.: 267S/2021/22

TENDER DESCRIPTION:

NAME OF SUPPLIER: ____

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

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

Yours faithfully

Signed: ______________

For: ____________________ (Supplier's Insurance Broker)

SCEPTRE insurance brokers

31 March 2022

City of Cape Town
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir or Madam:

Tender No.: 267S/2021/22

TENDER DESCRIPTION: REMOVAL AND TRANSPORTATION OF GRIT AND SCREENINGS FROM VARIOUS WASTE WATER TREATMENT WORKS

NAME OF SUPPLIER: WASTE MART (PTY) LTD

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

Broad form Liability: R20 000 000.00 (Twenty Million Rand)
Motor Third party Liability: R2 500 000.00 (2.5 Million Rand)

Policy terms and conditions apply.

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

Yours faithfully

[illegible]
[illegible]
[illegible]

PART 3: GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 'Day' means calendar day.

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

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

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

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

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

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

1.14 'GCC' means the General Conditions of Contract.

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

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

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

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

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

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

1.21 'Purchaser' means the organisation purchasing the goods.

1.22 'Republic' means the Republic of South Africa.

1.23 'SCC' means the Special Conditions of Contract.

1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance.

training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

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

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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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: SPECIFICATION(S)

1. BACKGROUND:

In terms of the wastewater treatment operations, it is required to remove, transport and dispose of grit and screenings on a regular basis in order to manage all wastewater solid waste disposals effectively. The wastewater solids must be handled in a manner that protects the health and safety of those persons handling the waste and the receiving environment.

The wastewater treatment works of the City of Cape Town produce different types of wastewater solid wastes such as grit, screenings as well as foam and or scum at different stages of the process. The grit consists of detritus removed from the influent wastewater. Detritus include sand, silt, stones, glass, metal particles and other largesized organic and inorganic substances. The screenings consist of large solids such as rags, plastics, paper, synthetic fibres and other debris removed from the wastewater by the screens and other organic and inorganic substances as well as liquid.

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.

2. SCOPE OF WORK

The scope includes continuous removal, transportation and disposal of grit and screening from all sixteen wastewater treatment works as listed in Table 1 and include other five wastewater treatment works in Table 2 that may require services during the contract period as the need arise.

The grit and screenings must be disposed of at the hazardous waste landfill disposal facilities. The Tenderer should take into account operating hours of the hazardous waste landfill site.

3. SPECIFICATIONS

3.1 Only receptacles that are watertight may be used to convey wastewater solids off site.

3.2 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 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 or on–site roads.

3.3 If any wastewater solids fall on any road, 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 of such spill, then the Contractor will be liable to a penalty as stipulated in Section 7 Clause 7.8.

3.4 The **Contractor** must submit a proof of safe disposal of wastewater solids at a hazardous waste landfill site by no later than the seventh working day of every month during the contract period. An excel spreadsheet indicating a format for submission of safe disposal information will be supplied to the successful Contract Proof of safe disposal should contain the following information:

3.4.1 daily quantities (m^3 and tons) of grit and screenings removed from each wastewater treatme works, 3.4.2 daily quantities (m^3 and tons) of grit and screenings disposed of at an appropriate licensed landfill site,

3.4.3 quantity (number/amount) of containers removed per day from each wastewater treatment works

3.4.4 quantity (number/amount) of skips placed per wastewater treatment works

3.4.5 proof of the total cycle of handling the grit and screenings which shall include time, date at a point of collection and disposal.

3.5 On the first day of the commencement of the contract, the Contractor shall ensure each container is marked on the inside to indicate to which level the container may be filled to prevent spillage when lifting and transporting the container. This will be regarded as the "WORKING VOLUME" of the container for invoicing purposes. No container will be allowed to load on site without the correct marked filling level "WORKING VOLUME". 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 Clause 22 Penalities.

3.6 The containers MUST be either 6m³ or 10m³ carrying capacity, the container should not leak. It must be noted that no other skip/ container/bin carrying capacity will be allowed. (The adhoc section might require different size container)

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

3.8 The Contractor must supply maps clearly indicating a maximum of two routes to be utilized during transportation of grit and screenings from the collection point to the disposal point during normal operating conditions. In case of any delays, disruptions and or emergencies, Contractor should provide a maximum of two alternative routes during transportation of grit and screenings from the collection point to the disposal point.

3.9 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 of grit and screenings cannot be guaranteed.

3.10 During the tender submission the **Tenderer** must submit proof of registration with a hazardous waste landfill site, wastewater cannot continue without the service, proof of the continued registration will be required. The cost of obtaining the registration will be solely to the tenderer.

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

3.12 The **Contractor** shall not take longer than 4 hours from the time of order and or a request for collection of grit and screenings for the specific wastewater treatment facilities.

3.13 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 grit and screenings removed from a particular wastewater treatment works were indeed collected and disposed of at an appropriate hazardous waste 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 Details are to be given in **Annexure D.**

3.14 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. Details to be given in **Annexure E**.

4. STAFF/EQUIPMENT

The **Contractor** shall at all times have available sufficient staff and resources to execute the work in order to ensure continuous operations at the wastewater treatment facilities. The City will not accept poor workmanship and unreliableness. 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. **(See Annexure B).**

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.

5. OCCUPATIONAL HEALTH AND SAFETY

5.1 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 and all relevant regulations pertaining to this contract activity.

5.2 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. If it is found that a **Contractor** is not abiding to the mentioned Acts and all relevant regulations and such poses a health and safety risk to work's personnel and the environment, then the Contractor will be liable to a penalty as stipulated in Section 7 Clause 22. The successful **Tenderer** will only be allowed to commence operations when stipulated regulations and specified requirements in relation to this activity are complied with.

WORKS	**Volume of Container**	**Estimate Number of containers per week**	**Estimated number of skips to be placed on site**
1. Athlone	6m³	8	3
2. Bellville	6m³	4	2
3. Borcherds Quarry	6m³	6	3
4. Cape Flats	6m3	6	3
	10 m³	4	2
5. Fisantekraal	6m³	2	2
6. Gordon's Bay	6m³	1	1
7. Green Point	6m³	2	2
8. Kraaifontein	6m³	2	2
9. Macassar	6m³	2	2
10. Melkbosstrand	6m³	1	1
11. Mitchells Plain	6m³ 10m³	4	6
12. Potsdam	6m³	2	2
13. Scottsdene	6m³	1	1

14. Wesfleur	$6m^3$	2	2
15. Wildevoelvlei	$6m^3$	2	2
16. Zandvliet	$6m^3$	10	4

5.3 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 first day 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 within seven working days from the date of the commencement of the contract.

6. GRIT AND SCREENINGS PRODUCTION

The figures given below are approximations of the quantity of grit and screenings to be removed per week. The quantities vary depending on many factors and are not guaranteed.

Table 1: GRIT AND SCREENINGS SCHEDULE OF QUANTITIES

PRICING INSTRUCTIONS

In order to place all tenders received on a comparative basis, the evaluation will be based on the estimated total cost per site per month, using the estimated quantities and specified in Table 1: Grit and Screenings Schedule below:
Estimated total cost per site per month will also take into account the City of Cape Town standard disposal costs as well as unit conversion factor from cubic metre to tons.

Table 2: GRIT AND SCREENINGS SCHEDULE OF QUANTITIES

PRICING INSTRUCTIONS

All services for Wastewater Treatment facilities listed in Table 2 shall be rendered as when required and may change to continuous service during the term of this contract. The figures given below are approximations of the quantity of grit and screenings to be removed per month. The quantities vary depending on many factors and are not guaranteed.

Estimated total cost per site per month will also take into account the City of Cape Town standard disposal costs as well as unit conversion factor from cubic metre to tons.
In order to place all tenders received on a comparative basis, the evaluation will be based on the estimated total cost per site per month, using the estimated quantities specified in Table 2: Grit and Screenings Schedule below:

WORKS	Volume of Container	Estimate Number of containers per MONTH	Estimated number of skips to be placed on site
1. Camps Bay	$6m^3$	1	1
2. Hout Bay	$6m^3$	1	1
3. Klipheuwel	$6m^3$	1	1
4. Simonstown	$6m^3$	1	1

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Annexure A

PREVIOUS EXPERIENCE See detail list file section 5

PLEASE INDICATE THE COMPANY'S ALL RELEVANT PREVIOUS/CURRENT EXPERIENCE IN THE WATER AND OR WASTEWATER ENVIRONMENT ON HANDLING, TRANSPORTATION AND DISPOSAL OF HAZARDOUS WASTE

No	Details	
1	**Brief Description of Contract:** 535/2018/19 Current in process Removal and Transport of grit and Screening from Various City of Cape Town Treatment facilities **Starting Date:** 5-5-2020 **End Date:** 30/6/2023 **Total Value of Contract awarded to you:** R 4 162 140 —	**Principal (Employer / Awarder of Contract):** CCT **(Company / Institution)** **Contact Person at Principal:** [illegible] **First name , plus Surname)** **Telephone Number:** [illegible] [illegible] **(Email address)** [illegible]
2	**Brief Description of Contract:** 393S/2014/15 Removal, transport and disposal of Grit and screening Various WWTW in City of Cape Town **Starting Date:** 1 July 2016 **End Date:** 4 March 2020 (extended) **Total Value of Contract awarded to you:** R 23 617 777 —	**Principal (Employer / Awarder of Contract):** CCT **(Company / Institution)** **Contact Person at Principal:** [illegible] **(First name or Initials, plus Surname)** **Telephone Number:** [illegible] [illegible] **(Email address)** [illegible] gov. za.
3	**Brief Description of Contract:** 405 S/2011/2012 Removal, transport and disposal of grit and screenings at the Green point waste water treatment works **Starting Date:** 1 Aug 2012 **End Date:** 30 June 2016 **Total Value of Contract awarded to you:** R 339 979 —	**Principal (Employer / Awarder of Contract):** CCT **(Company / Institution)** **Contact Person at Principal:** Philippe Olivier [illegible] **(First name or Initials, plus Surname)** **Telephone Number:** [illegible] [illegible] **(Email address)** [illegible] gov. za

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Annexure A

PREVIOUS EXPERIENCE

PLEASE INDICATE ALL RELEVANT PREVIOUS/CURRENT EXPERIENCE IN THE WATER AND OR WASTEWATER ENVIRONMENT ON HANDLING, TRANSPORTATION AND DISPOSAL OF HAZARDOUS WASTE

No	Details	
4	**Brief Description of Contract:** 2005/209/20 Current in process. Transport and disposal of Dewatered Secondary and primary sludge from Various WWTW for City of Cape Town **Starting Date:** 26 Jan 2021 **End Date:** 30 June 2023 **Total Value of Contract awarded to you:** R 41 000 000 —	**Principal (Employer / Awarder of Contract):** CCT **(Company / Institution)** **Contact Person at Principal:** [illegible] **(First name or Initials, plus Surname)** **Telephone Number:** 021 [illegible] [illegible]@capetown.gov.za **(Email address)**
5	**Brief Description of Contract:** 185 2016/2017 Transport and disposal of ~~Dewatered Secondary and~~ Primary Sludge from Pariause ~~City of Cape Town~~ WWTW **Starting Date:** 1 Jul 2017 **End Date:** 31 Dec 2020 (extended) **Total Value of Contract awarded to you:** R 79 160 402 —	**Principal (Employer / Awarder of Contract):** CCT **(Company / Institution)** **Contact Person at Principal:** [illegible] **(First name or Initials, plus Surname)** **Telephone Number:** 021 [illegible] [illegible]@capetown.gov.za **(Email address)**
6	**Brief Description of Contract:** 5600004962/4967 Trans port and disposal Variouse Hazardous waste streams @ Salt River, Bellville, Saldanha Depots **Starting Date:** 1 Aug 2017 **End Date:** 31 Dec 2020 (extended) **Total Value of Contract awarded to you:** R R12 527 732 —	**Principal (Employer / Awarder of Contract):** Transnet Engineering **(Company / Institution)** **Contact Person at Principal:** [illegible] **(First name or Initials, plus Surname)** **Telephone Number:** 021 [illegible] [illegible] Relent [illegible] **(Email address)**

ANNEXURE B

1. 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(include certificate of registration in respect of motor vehicle). 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 Annexure B, such additional spreadsheet should include all required information as per Annexure B requirement.

Table 1.1 Owned Vehicles to be used for this contract See declaration and additional Support under File section 4

List	Vehicle Model	Vehicle Make	Year	No. of owned Skips per vehicle	Bin size (m^3)	Vehicle Registration Number	Registered vehicle owner	Agreement arrangement type with the registered owner	Roadworthy Status – must attach proof File section 4
1.		redes		5	6	-	-t		File section 4
2.		d							4
3.		des							4
4	1..	Iercedes	2014	-	/	L	t		4

List	Vehicle Model	Vehicle Make	Year	No. of owned Skips per vehicle	Bin size (m^3)	Vehicle Registration Number	Registered vehicle owner	Agreement arrangement type with the registered owner	Roadworthy Status – must attach proof
5.			008						4
6.									4
7.			017		10	3			4
8.									
9.	No			c					
10									

See file section 4 for Waste-Mat detail RoRo / Skip and trailer fleet list.

WasteMart (Pty) Ltd

Asset register extract

Vehicle list as at 31 March 2022

Reg nr	Year model	Classification	Asset Description
CA500440	2017	Trailer	Vlottenburg Engineering
CA717583	2017	Trailer	Duncanmec 4 Axle Trailer
CA741570	2017	Trailer	Duncanmec 4 Axle Trailer
CA836314	2017	Trailer	AFRIT 40M3 cube Tridem Axle side tipper
CA836402	2017	Trailer	AFRIT 40M3 cube Tridem Axle side tipper
CA836464	2017	Trailer	AFRIT 40M3 cube Tridem Axle side tipper
CAA132571	2019	Roro Truck	Scania P410 B8x4 HZ CP14L Rigid
CAA132577	2019	Roro Truck	Scania P410 B8x4 HZ CP14L Rigid
CAA132579	2019	Roro Truck	Scania P410 B8x4 HZ CP14L Rigid
CAA132581	2019	Roro Truck	Scania P410 B8x4 HZ CP14L Rigid
CAA136528	2019	Trailer	CBS 3 Axle skeleton drawbar Trailer
CAA136530	2019	Trailer	CBS 3 Axle skeleton drawbar Trailer
CAA136526	2019	Trailer	CBS 3 Axle skeleton drawbar Trailer
CAA136532	2019	Trailer	CBS 3 Axle skeleton drawbar Trailer
CAA148108	2020	Roro Truck	Volvo FMX370 HP 8*4 RORO
CAA148110	2020	Roro Truck	Volvo FMX370 HP 8*4 RORO
CAA149118	2020	Roro Truck	Volvo FMX370 HP 8*4 RORO
CAA150022	2020	Roro Truck	Volvo FMX370 HP 8*4 RORO
CAA150024	2020	Roro Truck	Volvo FMX370 HP 8*4 RORO
CAA158048	2020	Roro Truck	Volvo FMX370 HP 8*4 RORO
CAA167478	2020	Trailer	Afrit - 2axle flat bed trailer
CAA167480	2020	Trailer	Afrit - 2axle flat bed trailer
CAA165068	2020	Trailer	Vlottenburg Interlink Trailer
CAA165072	2020	Trailer	Vlottenberg Interlink Trailer
CAA206816	2020	Trailer	Vlottenberg Interlink Trailer
CAA243447	2021	Roro Truck	Volvo FM 84 R1CTX
CAA266665	2021	Roro Truck	UD TRUCK CWE440 (E52)
CAA268010	2021	Roro Truck	UD TRUCK CWE440 (E52)
		Ro	31

WasteMart (Pty) Ltd

Asset register extract

Vehicle list as at 31 March 2022

Reg nr	Year model	Classificatior	Asset Description
[illegible]	2007	Trailer	HENRED FRUEHAUF - Tandem Skeletal Trailer
[illegible]	2008	Roro Truck	Nissan UD290WE
[illegible]	2008	Roro Truck	Nissan UD80A
[illegible]	2008	Roro Truck	Nissan UD290
[illegible]	2008	Skip truck	Nissan UD85A
[illegible]	2008	Skip truck	Nissan UD85A
[illegible]	2010	Trailer	2010 Tandem Flat Deck
[illegible]	2010	Trailer	2010 Tandem Flat Deck
[illegible]	2011	Roro Truck	2011 volvo FMX 11 6370 8X4 & Gergen
[illegible]	2011	Roro Truck	2011 Volvo FMX 13 8X4 & Hooklift
[illegible]	2011	Trailer	2 x Skeletal Trailers CA Muller
[illegible]	2011	Trailer	2 x Skeletal Trailers CA Muller
[illegible]	2011	Trailer	Henred Drawbar 123
[illegible]	2011	Trailer	Henred Drawbar 123
[illegible]	2013	Roro Truck	2013 VOLVO FMX330 4X4 DAY H/RED F/C C/C
[illegible]	2013	Roro Truck	2013 VOLVO FM 4000 4X2 SLEEP T/T C/C
[illegible]	2013	Roro Truck	2013 VOLVO FM 4000 4X2 SLEEP T/T C/C
[illegible]	2014	Skip truck	Mercedes-Benz Axor 2628B/33
[illegible]	2014	Trailer	Vlottenburg Four Axle Skeletal
[illegible]	2015	Roro Truck	2015 IVECO TRAKKER AD380T42
[illegible]	2015	Skip truck	Mercedes-Benz Axor 3335K/36
CA436267	2016	Trailer	Duncanmec 4 axle 3 bin drawbar skip trailer
[illegible]	2016	Roro Truck	UD TRUCK CW 26 370 (EO4)
[illegible]	2016	Roro Truck	UD TRUCK CW 26 370 (EO4)
[illegible]	2016	Skip truck	Mercedes-Benz Axor 3335K/36
[illegible]	2016	Skip truck	Mercedes-Benz Axor 3335K/36
[illegible]	2016	Trailer	Duncanmec 4 Axle Combination trailer
[illegible]	2016	Trailer	Route Management t/a Duncanmec
[illegible]	2017	Roro Truck	MAN TGS 33-360 6x4 BB M K
[illegible]	2017	Roro Truck	MAN TGS 33-360 6x4 BB M K
[illegible]	2017	Roro Truck	MAN TGS 33-360 6x4 BB M K
[illegible]	2017	Roro Truck	Mercedes-Benz Axor 3335K/36
CA434607	2017	Roro Truck	Mercedes-Benz Axor 3335K/36
[illegible]	2017	Trailer	Duncanmec 4 Axle Trailer

WasteMart (Pty) Ltd
Asset register extract
Vehicle list as at 31 March 2022

Reg nr	Year model	Classification	Asset Description
[illegible]	[illegible]	Trailer	AKURA DRAWBAR [illegible]
[illegible]	[illegible]	Trailer	Akura Trailer
[illegible]	2000	Trailer	00 SA Truck Bodies
[illegible]	2000	Trailer	00 SA Truck Bodies
[illegible]	2000	Trailer	00 [illegible] Trailer
[illegible]	2000	Trailer	Akura drawbar
[illegible]	2000	Trailer	Trailer (S A Truck Bodies) x4
[illegible]	2001	Trailer	Akura drawbar
[illegible]	2001	Trailer	03 Skeletal Tandem
[illegible]	2001	Trailer	03 Skeletal Tandem
[illegible]	2003	Skip truck	2003 Nissan UD290 A460 Skip
[illegible]	2003	Trailer	03 Skeletal Tandem
[illegible]	[illegible]	Trailer	Hooped Trailer - pair
[illegible]	[illegible]	Trailer	Hooped Trailer - pair
[illegible]	[illegible]	Trailer	03 Skeletal Tandem
[illegible]	[illegible]	Trailer	Hooped Trailer - pair
[illegible]	[illegible]	Trailer	Hooped Trailer - pair
[illegible]	2004	Trailer	Vlottenburg Trailer
[illegible]	[illegible]	Trailer	Vlottenburg Trailer
[illegible]	[illegible]	Trailer	Vlottenburg Trailer-[illegible]
[illegible]	2006	Skip truck	M2000 MAN skeletal Truck
[illegible]	[illegible]	Trailer	Vlottenburg Engineering
[illegible]	2007	[illegible]	07 Nissan UD290
[illegible]	2007	[illegible]	Nissan UD440
[illegible]	2007	Skip truck	Nissan UD86
[illegible]	2007	Trailer	SA Truck Bodies [illegible]
[illegible]	2007	Trailer	SA Truck Bodies [illegible]
[illegible]	2007	Trailer	HENRED FRUEHAUF - Tandem Skeletal Trailer
[illegible]	2007	Trailer	HENRED FRUEHAUF - Tandem Skeletal Trailer
[illegible]	2007	Trailer	HENRED FRUEHAUF - Tandem Skeletal Trailer
[illegible]	2007	Trailer	HENRED FRUEHAUF - Tandem Skeletal Trailer
[illegible]	2007	Trailer	HENRED FRUEHAUF - Tandem Skeletal Trailer
[illegible]	2007	Trailer	HENRED FRUEHAUF - Tandem Skeletal Trailer
[illegible]	2007	Trailer	HENRED FRUEHAUF - Tandem Skeletal Trailer

Waste-Mart Vehicle list Asset Register extract March 2022.xlsx

Annexure C

WasteMart has sufficient bins to load full and replace with empty on service.

1. **SKIPS: PART A OF THE PRICING SCHEDULE**

Tenderers are to state available skips to be utilized for this tender/contract.
Quantities of Skips

As per request, see file section 4.

ITEM	QUANTITY OF SKIPS AVAILABLE PER WASTEWATER TREATMENT WORKS	6m³ LOAD SIZE	10m³ LOAD SIZE
1	Athlone Wastewater Treatment Works	3	
2	Bellville Wastewater Treatment Works	2	
3	Borcherds Quarry Wastewater Treatment Works	3	
4	Cape Flats Wastewater Treatment Works	3	2
5	Fisantekraal Wastewater Treatment Works	2	
6	Gordons Bay Wastewater Treatment Works	1	
7	Green Point Wastewater Treatment Works	2	
8	Kraaifontein Wastewater Treatment Works	2	
9	Macassar Wastewater Treatment Works	2	
10	Melkbosstrand Wastewater Treatment Works	1	
11	Mitchells Plain Wastewater Treatment Works	6	2 (as required)
12	Potsdam Wastewater Treatment Works	2	
13	Scottsdene Wastewater Treatment Works	1	
14	Wesfleur Wastewater Treatment Works	2	
15	Wildevoelvlei Wastewater Treatment Works	2	
16	Zandvliet Wastewater Treatment Works	4	

SKIPS: PART B OF THE PRICING SCHEDULE

ITEM	QUANTITY OF SKIPS AVAILABLE PER WASTEWATER TREATMENT WORKS	6m³ LOAD SIZE
1	Camps Bay	1
2	Hout Bay	1
3	Kilpheuwel	1
4	Simonstown	1

NOTE:

1. Quality assurance will be conducted before the evaluation of the contract to verify compliance with quantities as per information on Annexures A, B and C.

See file section 4.

112

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WasteMart (Pty) Ltd
Bin list as at 28 February 2022

Description	Volume	VolumeUnit	Number sequence 1	Number sequence 2	Qty
2M3 SKIP	[illegible]	[illegible]	[illegible]		[illegible]
REL 5.5M3	5.5	m3	1001 - 1119		119
6M3 SKIP	6	m3	[illegible]	WMS171 - WMS290	221
9M3 SKIP	9	m3	3001 - 3110		110
10M3 RORO	10	m3	4001 - 4093		93
11M3 SKIP	11	m3	10001 - 10005		5
15M3 RORO	15	m3	5001 - 5105		105
18M3 RORO	18	m3	9001 - 9008		8
20M3 COMPACTOR RORO	20	m3	6001 - 6004		4
30M3 RORO	30	m3	7001 - 7128		128
27M3/30M3 COMPACTOR RORO	27	m3	8001 - 8015		15
240L OTTO BIN	240	L			2000

Above list can be verified with asset register as per audited AFS 2021
Bin as are numbered as per sequence above.
Bin number serviced will be recorded on service document.

Confirmed by:

sis
er

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Annexure D

TENDER NUMBER: 267S/2021/22

REMOVAL, TRANSPORT AND DISPOSAL OF 6M3/10M3 SKIP GRIT AND SCREENINGS FROM VARIOUSE CITY OF CAPE TOWN TREATMENT FAICLITIES

WASTE-MART PROPOSED SYSTEM TO PROVIDE "PAPER TRAIL"
[redacted]

PROCESS DOCUMENTS:
Waste-Mart waste manifest document
Waste-Mart vehicle log sheet
Vissershok Waste Management Facility Waste Manifest document
Waste-Mart invoice
C-Track vehicle movement report

PROCESS KEY PAPER TRIAL DATE:
Vehicle driver name
Vehicle registration number
Special permit number
Waste Mart Waste Manifest number

PROCESS INDIVIDUALS:
Waste-Mart operations controller – in contact with all drivers per radio
Waste-Mart driver
City of Cape Town Wastewater treatment official
Vissershok Waste Management Facility weight bridge official

DETAILED OPERATIONAL PROCEDURE

Contracted collections will be planned on daily sheet of allocated vehicles when contract is adjudicated. On adjudication datasheets and samples of each sites waste will be submitted for approval to the Vissershok Waste Management Facility for test and issue of waste disposal method (confirming waste treatment method and cost). (See attached: F)

The allocation of the job whether daily planned or ad hoc are captured in Waste-Mart online scheduling system and service are scheduled (See Attached: A).
The driver when arrive on site makes out a Waste Manifest document (Example attached: B). The document include detail of site; vehicle registration number; driver; size waste collect; type of waste collect). On collection of skip a COCT official is required to sign this document with time; name and signature. Waste-Mart driver capture the collection with the time; customer detail and Waste manifest

document number on his vehicle log sheet (Example attached C). The driver will remove full skip and place clean empty skip.

The driver will now take agreed route – See file section 4 for detail Maps (4 route Maps included, preferred Route are number 1), if the normal route not available the controller will by radio advise alternative route to the Vissershok Waste Management Facility. At the landfill the driver will move to the weigh bridge, where a weigh bridge controller will confirm waste and datasheet which apply (Attached F) and will issue waste manifest document confirming treatment instruction (Attached D).

The Vissershok landfill official will direct driver to correct area to dispose of waste under supervision. The driver returns to the weighbridge with the empty bin and the weigh bridge official will issue him with a weighbridge slip. (Example attached E). This document contains the vehicle registration number; date; time; weight.

Waste-Mart driver update the vehicle log sheet with the disposal weight and manifest numbers. The vehicle then returns to Waste-Mart site and the skip gets disinfected and washed and ready for next service.

At the end of the shift the driver returns with the following documents, which the controller receives and verifies.

- Vehicle log sheet
- Waste-Mart waste manifest document
- Vissershok Waste manifest document
- Vissershok Weighbridge slip

All Waste-Mart vehicles are installed with C-Track tracking system. In time the operations managers and controllers can view on line where vehicles move during the day. On a daily basis Waste-Mart operations manager review vehicle tracking reports (Example attached: G) to review and confirm that drivers stay on the correct routes. Daily the operations manager verifies set of documents per vehicle and then issue to admin office for invoicing (Example attached: C).

Waste-Mart work on integrated SAP system and data captured are linked to the vehicle registration number, which is the key identifier in the document control process.

PAPER TRAIL CONTAINER COLLECTION AND DISPOSAL PROCESS:

Document	Link	Sample document
VISSERSHOK HAZARDOUS WASTE DATA SHEET	Tender number; Customer site	F
VEHICLE DAILY SCHEDULING	Customer; vehicle registration number	A
Vehicle log sheet	Vehicle registration number; customer	C
Waste manifest document	Vehicle registration number; customer	B
Vissershok waste manifest	Vehicle registration number; waste type; site	E
Vissershok Weighbridge slip	Vissershok manifest number; vehicle registration number	A
Waste-Mart Invoice	waste manifest document on invoice; in SAP system vehicle registration number and COCT Vissershok landfill delivery note number	H
C-track vehicle report	Vehicle registration number	G

TENDER NUMBER: 267S/2021/22

REMOVAL, TRANSPORT AND DISPOSAL OF 6M3/10M3 SKIP GRIT AND SCREENINGS FROM VARIOUSE CITY OF CAPE TOWN TREATMENT FAICLITIES

WASTE-MART PROPOSED SYSTEM TO PROVIDE "PAPER TRAIL"
[redacted] (this process currently not used as City does not want to accept the Grit and screenings – all dumped at private landfill)

PROCESS DOCUMENTS:
Special waste disposal permit issued by City of Cape Town
Waste-Mart permit control sheet.
Waste-Mart waste manifest document
Waste-Mart vehicle log sheet
City of Cape Town Vissershok Landfill delivery note
Waste-Mart invoice
C-Track vehicle movement report

PROCESS KEY PAPER TRIAL DATE:
Vehicle driver name
Vehicle registration number
Special permit number
Waste Mart Waste Manifest number

PROCESS INDIVIDUALS:
Waste-Mart operations controller – in contact with all drivers per radio
Waste-Mart driver
City of Cape Town Wastewater treatment official
City of Cape Town Vissershok landfill weight bridge official

DETAILED OPERATIONAL PROCEDURE

Waste-Mart will in advance estimate number of special disposals and purchased required permits from COCT. Contracted collections will be planned on daily sheet of allocated vehicles when contract are adjudicated. Every morning the controller will issue the allocated driver with special permits for site to service. (Permits issued are controlled on control sheet – (Example attached: I).
For ad hoc requests for collection, COCT will contact controller, whom will contact allocated driver to allocate job and to collect permits, alternatively permits will be taken to vehicle by supervisor.

The allocation of the job whether daily planned or ad hoc are captured in Waste-Mart online scheduling system and service are scheduled (See Attached: A).The driver when arrive on site makes out a Waste Manifest document (Example attached: B). The document include detail of site; vehicle registration number; driver; size waste collect; type of waste collect). A COCT official is required to sign this document with time; name and signature. Waste-Mart driver capture the collection with the time; customer detail and Waste manifest document number on his vehicle log sheet (Example attached C). The driver will remove full skip and place clean empty skip.

The driver will now take agreed route (if the normal route not available the controller will by radio advise alternative route) to the City of Cape Town Vissershok landfill. At the landfill the driver will move to the weigh bridge, where a City official will weigh and indicate amount of special permits required. (Example attached J). Waste-Mart driver will record permits used on the permit control sheet (Example attached I).

The Visserhok landfill official will direct driver to correct area to dispose of waste under supervision. The driver returns to the weighbridge with the empty bin and the City weigh bridge official will issue him with a COCT Vissershok Landfill delivery note. (Example attached K). This document contains the vehicle registration number; date; time; permit numbers used; weight. Waste-Mart driver sign the document to confirm data captured accurate.

Waste-Mart driver update the vehicle log sheet with the disposal weight and ticket numbers. He also completes his permit control sheet with ticket numbers used for the specific disposal. The vehicle then returns to Waste-Mart site and the skip gets disinfected and washed and ready for next service.

At the end of the shift the driver returns with the following documents, which the controller receives and verifies.

- Vehicle log sheet
- Permit control sheet (with unused permits)
- Waste manifest document
- COCT Vissershok delivery note

All Waste-Mart vehicles are installed with C-Track tracking system. In time the operations managers and controllers can view on line where vehicles move during the day. On a daily basis Waste-Mart operations manager review vehicle tracking reports (Example attached: G) to review and confirm that drivers stay on the correct routes. Daily the operations manager verifies set of documents per vehicle and then issue to admin office for invoicing (Example attached: H).

Waste-Mart work on integrated SAP system and data captured are linked to the vehicle registration number, which is the key identifier in the document control process.

PAPER TRAIL CONTAINER COLLECTION AND DISPOSAL PROCESS:

Document	Link	Sample document
SPECIAL DISPOSAL PERMIT	permit number	J
VEHICLE DAILY SCHEDULING	Customer; vehicle registration number	A
Vehicle log sheet	Vehicle registration number; customer	C
Waste manifest document	Vehicle registration number; customer	B
COCT Vissershok Landfill delivery note	Vehicle registration number; permit number	K
SPECIAL DISPOSAL PERMIT control sheet	permit numbers; vehicle registration number	I
Waste-Mart invoice	waste manifest document on invoice; in SAP system vehicle registration number and COCT Vissershok landfill delivery note number	H
C-track vehicle report	Vehicle registration number	G

Annexure E

wasteMart	WasteMart	Document Number
		Contingency plan 12
	INTEGRATED SHEQ MANAGEMENT SYSTEM	Revision Number & Date
		[illegible]
	Contingency Plan – Tender 267S/2021/22	Page Number
		Page 1 of 3

a. Fleet or mechanical breakdowns of vehicles

In the case of a breakdown of one of our vehicles, WasteMart will respond immediately by instructing our in-house mechanical and electrical workshop to attend to the problem.
One of the four qualified diesel mechanics and his assistant will either repair the vehicle within the specified timeframe (during night shift) or the vehicle will be replaced by a backup vehicle.
Note: a mechanical breakdown will not affect the operation of this contract since WasteMart has two backup vehicles who will respond within the 4hour request- for-service period.

b. Complaints from the public

All complaints will follow the complaints procedure which is:

1. The complainant will be directed to the complaints clerk who will register the complaint and issue the complainant with a Reference no. (this number will be used when referring to a specific complaint)
2. The complaints clerk will either redirect the call to the commercial waste department (responsible for this tender) or the SHEQ department who will address the matter.
3. Depending on the nature of the claim, an incident report (sample attached) will be filled out by a WasteMart representative and investigated by an incident investigator (certificates attached).
4. Feedback will be given to the complainant within one week
NOTE: non-conformance registers are kept on-site and are available upon request.

c. Spillages of oil or waste water on-site

In the case of a minor oil or waste water spillage, the assistant on the vehicle will:

1. Contain the spill with a worm absorber
2. He will then throw peat absorbent on the spillage
3. Wait five minutes for it to absorb
4. Use a small spade to throw it in a yellow hazardous bag which will be disposed of at the companies' expense at a certified landfill.
5. The City's Tender representative will be kept informed of the entire process and proof of safe disposal will be given to him.

In the case of a major oil or waste water spillage, the assistant will:

1. The Driver will instruct the assistant to contain the spill with the contents of the vehicle spill kit and redirect traffic around the spill in order to avoid any environmental impacts.
2. The driver will report the spill to his supervisor (M.. [illegible]) as well as the SHEQ officer who will instruct Drizit Pty Ltd to respond to the spillage at the specific site or in case of accident the operations manager will contact Envirosure and report incident/accident. Envirosure have 24 hours call center and service. Envirosure will send out Spill Tech responds team to respond to the spillage at the specific site. (Proof of safe disposal will be available upon request.
3. The spillage will be reported on an incident report form which will be investigated and preventative measures will be implemented accordingly after investigation.
   Note: Drizit is a 24 hour national spillage response company (attached service level agreement between WasteMart and Drizit Pty Ltd).

d. Spillages on a public road

In the case of a minor oil or waste water spillage on a public road, the driver will:

1. Pull the vehicle over on the side of the road when it is safe to do so
2. Instruct the assistant to contain the spill with a worm absorber
3. The assistant will then throw peat absorbent on the spillage
4. Wait five minutes for it to absorb
5. Use a small spade to throw it in a yellow hazardous bag which will be disposed of at the companies' expense at a certified landfill.
6. The City's Tender representative will be kept informed of the entire process and proof of safe disposal will be given to him.

In the case of a major oil or waste water spillage on a public road:

1. The driver will instruct the assistant to contain the spill with the contents of the vehicle spill kit and redirect traffic around the spill in order to avoid any environmental impacts.
2. The driver will report the spill to his supervisor or operations manager (Mr. [illegible]) as well as WasteMart's SHEQ officer. The operations manager will contact Envirosure and report incident/accident. Envirosure have 24 hours call center and service. Envirosure will send out Spill Tech responds team to respond to the spillage at the specific site. (Proof of safe disposal will be available upon request).
3. The spillage will be reported on an incident report form which will be investigated and preventative measures will be implemented accordingly after investigation.

Note: Detail Hazardous insurance policy with Envirosure attached (for major spills and accidents) and Drizit is a 24-hour spillage response company (as further contingency attached service level agreement between WasteMart and Drizit Pty Ltd).

e. Breakdowns on a public road

In the case of breakdown on a public road:

1. The assistant will place a hazardous triangle 5 meters behind the vehicles stationery position.
2. The driver will radio/ call his supervisor (Riedwaan Francis) to inform him about the breakdown.
3. The Supervisor will instruct an in-house mobile workshop response team to attend to the breakdown. This team will consist of a qualified diesel mechanic and an assistant.
4. They will assess the problem over the phone with the driver in order to decide whether to take a backup vehicle to the breakdown site or if they can repair the problem on-site.
5. If the problem cannot be attended to within a specified time due to limited resources by our in-house workshop – the in-house workshop supervisor will arrange for the towing of the vehicle and a backup vehicle will be sent to the scene to hook-on the trailer and carry on with the job.

f. Delays/disruptions/emergencies

Drivers servicing this contract will be trained in first aid (level 1) and fire-fighting. If an injury occurs on duty, the supervisor will respond by fetching the injured with a bakkie and take him to the nearest hospital with the necessary documentation.

The operation will not be delayed under any circumstances since WasteMart has backup vehicles and driver's on-call 24/7. Delays – in the very unlikely circumstance – will be communicated immediately to the tender representative as well as the site supervisor.

In the case of protests on a certain route, the driver will be instructed to use an alternative route. Protests and strike updates are vital and as a Waste management company, we value that information from our employees.

Waste-Mart general emergency responds plan also attached.

wasteMart	INTEGRATED SHEQ MANAGEMENT SYSTEM	Revision Number & Date
		[illegible]
		Page Number
	Incident Report	Page 1 of 1

Please circle the type of incident

Date: / /20

TYPE OF INCIDENT: 1. Oil spill 2. Theft 3. Damage to property 4. Reckless driving 5. Injury 6. Other

NAME	
DESIGNATION/DEPARTMENT	
CELL NO	
LOCATION OF INCIDENT	
TIME OF INCIDENT	
DATE OF INDICIDENT	
REG NO (if applicable)	

DESCRIPTION OF INCIDENT Statement Include all factors/findings at the scene. Do not exclude any information.	

Signature ....

Witness details

NAME	
CONTACT NUMBER	
COMMENTS/STATEMENT	

INCIDENT NO ....

Signature ....

Responsible Person: [illegible]

Approved: [illegible]

DRIZIT
ENVIRONMENTAL

30 January 2020

Wastemart
PO Box [illegible]
Gatesville
[illegible]
Cape Town

Att. [illegible]

Re: Approved Service Provider.

To Whom It May Concern.

This letter serves to confirm that Wastemart has signed a Service Level Agreement with Drizit Environmental. Drizit Environmental will respond to any call out by Wastemart should there be an incident whilst they are on your property.

Should you require addition information regarding the SLA please contact our office.

Kind Regards

Dave Stone
Manager
Western Cape
C. [illegible]

HEAD OFFICE: 30 Sarnia Road, Umbilo, Durban P O Box 10463, Marine Parade, 4056 RSA
Tel: 031-274 2300 Fax: 031-206 1189 e.mail: drizit@iafrica.com
GAUTENG: 54 Dale Road, President Park, Midrand P O Box 50406, Randjiesfontein, 1683
Tel: 011-312 0218 Fax: 011-312 4153 e.mail: driziteg@iafrica.com
WESTERN CAPE: 6 Roxbur Park, Neptune Street, Paarden Island, Cape Town
Tel: 021-510 7010 Fax: 021 510 6579 e.mail: drizitct@iafrica.com

Co. Reg. 2018/561956/07 Co VAT No. 4740198207
DIRECTORS: GK PARTON, W. VAN SCHALKWYK

EMERGENCY RESPONSE

During Project operation, potential accidents, equipment malfunctions, spills, or general environmental incidents may occur, which may require a level of emergency response. It is important to describe and provide training to onsite personnel on emergency procedures to support appropriate decision making at a time when tensions may be elevated, and personnel safety is of utmost concern. If accidents and malfunctions are not properly mitigated or responded to at the outset, they could result in significant effects.
Spill response measures will be required for all spills. The level of response activities, including the number of resources (equipment and personnel) required will depend on the magnitude, quantity, and nature of the material released, and the general characteristics of the surrounding environment.

Spill Response

A spill is defined as an unauthorized release or discharge of a dangerous or non-dangerous substance into the environment. Assisted by external response organizations as appropriate, Waste Mart will be responsible for responding to any spill to ground within the confines of the facility boundaries and for any spill into water that is sourced from their activities on site or on the road.

In the event of a release of any harmful substances onsite, follow these general procedures:

1. <u>Ensure Safety</u>
    a. Take a step back and re-evaluate the situation. Do not rush, and ensure adequate protection before entering a spill area, and have the appropriate knowledge (e.g., check SDS for spilled product).
    b. Notify people in the immediate vicinity of the incident.
    c. Where possible, act quickly to reduce the amount of product spilled and the environmental impact.
    d. Close valves shut off equipment or plug any holes/leaks as appropriate.

2. <u>Secure the Area.</u>
    a. Prevent unauthorized entry onto the spill area/zone.

3. <u>Contain the Spill.</u>
    a. Prevent migration of the spill offsite, into any water bodies, or into any drainage structures (i.e. storm sewers).
    b. Locate spill kits onsite within your truck and around the site and make them readily accessible as needed.
    c. Use sorbent materials (i.e., booms or pads) to contain the spill, or where appropriate, use soil

berms to contain it.

4. Notify and Report.

   a. Notify the appropriate internal managers of the spill.
   b. Provide details of the spill to any other external agency.
   c. Complete the internal incident report.

SPILL CLASSIFICATION

Spill kits will be readily available in all work areas and provided in all site vehicles. Waste Mart will verify that an adequate spill response equipment inventory is always kept onsite, including adequate supplies for initial spill response to the environment.
The on-duty Supervisor will immediately take the necessary steps, including reliance on external resources, to abate an uncontrolled discharge. They will provide the necessary labor, equipment, materials, and absorbents to contain and remove the spill, clean up the affected area, dispose of waste materials at an approved disposal site and restore the area.
Any individual who notices a potential or actual spill or an equipment malfunction will stop work immediately and shut down equipment.

Note that Waste Mart categorizes spills as either:

- **Minor spill**, which is an incident that:
  - » presents minimal potential threat to safety, property damage, or environmental hazard.
  - » is localized and controllable (e.g., small vehicle leaks, or contained spills with low probability of escalating into a more serious emergency)
  - » can be contained and cleaned up immediately by Waste Mart's personnel on the scene or with minor assistance.

- **Major spill**, which is an incident that:
  - » is an emergency and presents an immediate threat to life or a major immediate hazard to property or the environment?
  - » is an uncontrolled release, vehicle collision with extensive release of hazardous materials (e.g., uncontrolled leakage from the rupture of a fuel tank)
  - » is controllable but involves a high rate of release with the possibility of affecting a wide area or small leaks of very hazardous materials.
  - » is beyond the containment or cleanup capabilities of Waste Mart's personnel.

M

EMERGENCY RESPONSE CLEANUP

The Waste Mart Team will remain at the scene until incident cleanup is under control. Any contaminated soil will be disposed of in the onsite contaminated soil bin and spent sorbent material will be disposed of in a hazardous waste bin. All fluid contained in drip trays will be disposed of in the same manner. The Environmental Officer and Waste Mart will document all cleanup activities with pictures. Any disposable materials used to absorb, contain, and clean up the spill will be handled as per requirements and disposed of in an approved manner.

The cleanup costs will be the responsibility of the entity that causes the contamination (i.e., polluter pays principle). This should be kept in mind for any spill that occurs onsite and that has migrated offsite to neighboring properties or to an adjacent water body. In the case of a major incident where active remediation is required a notification as per National Environmental Management Act 107 of 1998 (NEMA) – Section 30, will be required.

EMERGENCY RESPONSE INVESTIGATION AND REPORTING

An incident investigation with all involved personnel will occur following any incident or reportable spill as defined by Section 30 of the National Environmental Management Act 107 of 1998 (NEMA).

This investigation will include the following:

- Determine root cause of the incident.
- Undertake corrections such as containment or implement recovery measures.
- Identify corrective actions and related mitigation measures to prevent the spill from occurring again.
- Review incident response with associated Project personnel.
- Develop and share lessons learned and improvements to response, if applicable.

A Lead Accident Investigator will conduct the incident investigation, and will document answers to the following:

- Were there any injuries?
- Who was involved?
- Was there a need for outside help?
- What was spilled?
- How much was spilled?
- Where did the spill occur?
- What was the root cause of the spill?
- Have corrective actions been developed and implemented?

As part of the investigation, the Lead Accident Investigator will work with the appropriate personnel to determine the type and amount of product released from the equipment or Container. Witness statements will be gathered from all parties involved. Representatives from both the Maintenance/Operations and Environment departments will identify corrective actions to reduce the risk of similar incidents occurring in the future.

On **Monthly** basis, all facility employees will receive training on the content of this plan, so they are familiar with the procedures for responding to an emergency or spill, and understand the best management practices employed to prevent a spill from occurring.

wasteMart	WasteMart	Document Number
		HS/RA/02
	INTEGRATED SHEQ MANAGEMENT SYSTEM	Revision Number & Date
		#1 26/09/2018
	Risk Assessment for removal, transportation and disposal of grit and screenings from various waste water treatment facilities	Page Number
		Page 1 of 2

Machine / Process	H/S/E	Hazard Source	Consequence	Likelihood	Exposure	Consequence	Raw Risk Rating	Mitigation Rating	Residual Risk	Required Controls	Legal Reference
Placement/removal of container	S	Pedestrians, vehicle assistant or employees of site	Accident: Knocking a pedestrian or assistant while reversing							All truck drivers are equipped with code 3 (previously code 14) license and PrDP's and have minimum 5 years' experience. Trucks are equipped with reverse buzzers to indicate that they must be cautious and daily checklist will be conducted by all the drivers. Assistants will always guide the driver when reversing.	Road traffic ACT, OSH ACT
Placement/removal	S	Driver	Slip, trip or fall when driver exits vehicle.							Drivers are issued with rain suits, asbestos suits, masks with valves and safety boots as well as gum boots to prevent slips and puddles. Safety induction, SOP and emergency preparedness will be conducted to employees before the commencement of work.	OSH ACT
Placement/removal	S/E	Property	Damage to property in the form of: • knocking wall when reversing • driving over a drain • knocking a roof caused by height of truck • pull overhanging wires							Drivers should inform security personal that he cannot enter a site with a height restriction. Then he must inform his supervisor to contact the necessary personal. All drains should be marked at the site in order for trucks to avoid driving over it. There should be no overhanging telecommunication/electrical wires hanging loosely.	OSH ACT
Placement/removal	E/H/S	Oil, diesel or Sludge spill	Environmental pollution – ground or water contamination							A vehicle safety checklist is filled in daily in order to avoid any unexpected incidents on the road which is handed to the department manager. All drivers and assistants are trained in containing a medium sized spill. All trucks have a spill kit on-board with the necessary containing and absorbing equipment. All drivers have cell phones to inform their controller of any spillages or emergencies. WasteMart is contracted with Drizit.co who will immediately respond to a spill anywhere in South Africa.	NEM:WA, Road Traffic ACT

wasteMart	WasteMart	Document Number
		HS/RA/02
	INTEGRATED SHEQ MANAGEMENT SYSTEM	Revision Number & Date
		[illegible]
	Risk Assessment for removal, transportation and disposal of grit and screening from various waste water treatment facilities	Page Number
		Page 2 of 2

Machine / Process	H/S/E	Hazard Source	Consequence	Likelihood	Exposure	Consequence	Raw Risk Rating	Mitigation Rating	Residual Risk	Required Controls	Legal Reference
Transporting waste on public road	S/E	Public/ driver/ assistant	Vehicle accident on public road Fines due to: • overload (gross weight combination varies according to vehicle) • no fire extinguisher • lack of hazardous decals • no mud flaps • speeding							All trucks are fitted with tracking devices that measure speed which indicates to supervisors if trucks are over the speed limit or driving recklessly. • Repetitive offenders are disciplined. • Trucks are fitted with warning signs: Keep following distance, Max speed: 80km/h, Report bad driving. Emergency contact details are shown on the vehicle for public to contact • Each driver fills in a safety checklists which is checked by the supervisor. Any non-conformance of the required equipment or procedure will result in incident reports and mitigating the problem immediately.	Road Traffic ACT, OSH ACT
Removing/placing of chains on skip containers	S	Loading/offloading	Injury, cuts or bruise to hands							Toolbox talks are communicated to employees by their supervisor on various operational requirements as well as the standard operating procedure which stipulates the wearing of PPE Rubber gloves are issued to employees who have to do manual tasks	OSH ACT
Placement and removal of skip containers	S	Crushing	Injury or death caused by container not being secured properly							Driver is obligated to check if the container is locked and secured according to the required specification, All near misses should be reported in order to identify future hazards	COIDA, Road Traffic ACT, OSH ACT
Transporting Waste Water	S/E/H	Waste water spillage	Causing: Accidents, slips, environmental impact, Health risk when exposed to the public and staff							Each container will be sealed in order to avoid leaking. Each container will be marked in order to indicate the limit it can be filled up to. Each vehicle will have a trained spill response assistant who will contain a spill with a spill kit Each driver has a two-way radio as well as a cellphone in order to report spillages to his supervisor whereby WasteMart will instruct Drizit PTY LTD to respond to a major spill and clean up.(Drizit and WasteMart SLA attached to health and safety plan) All spills must be reported and recorded for preventative action	Road Traffic Act NEM:WA

wasteMart	**WasteMart**	**Document Number**
		[illegible]
	INTEGRATED SHEQ MANAGEMENT SYSTEM	**Revision Number & Date**
		[illegible]
	Standard Operating Procedure #07 Skip container placing, disposing and removal	**Page Number**
		Page 1 of 1

Placing a skip

1. On arrival at site, the driver instructs the assistant to guide him into a safe offloading position. (the assistant must stand on the side of the vehicle when guiding)
2. The driver then stops the vehicle and switches the PTO on.
3. The assistant then uses the operator levers to lower the stabilizers.
4. The assistant then uses the operator levers to lower the skip into the placing position.
5. The assistant then removes the chains from the skip lugs.
6. The assistant then uses the operator levers to lift the cylinder arms back into driving position.
7. The assistant then uses the operator levers to lift the stabilizers into driving position.
8. The driver then switches the PTO off and instructs the assistant to guide him out of the placing position.

Disposing of a skip

1. The assistant guides the driver into a safe disposal position
2. The assistant must make sure the net is removed from the skip
3. The assistant attaches the skip hook/chain from the vehicle onto the skip bin (disposal chain)
4. The driver then switches the PTO on
5. The assistant then uses the operator levers to lower the stabilizers
6. The assistant then uses the operator levers to lower the cylinder arms in order to dispose of the waste inside the skip.
7. The assistant will then use a broom/spade to remove any left-over residue in the skip
8. The assistant then uses the operator levers to lift the skip back onto the vehicle
9. The assistant then off hooks the skip hook/chain from the skip container (disposal chain)
10. The assistant uses the operator levers to lift the stabilizer legs into driving position
11. The driver then switches the PTO off
12. The assistant does a walk-around safety check of the vehicle and guides the driver out of disposal position

Loading a skip

1. On arrival at site, the driver must instruct the assistant to guide him into a safe loading position
2. The driver then switches PTO on
3. The assistant must cover the skip with a net or a sealed cover (for liquid waste)
4. The assistant then uses the operator levers lower the stabilizer legs
5. The assistant then uses the operator levers to lower the cylinder arms into loading position
6. The assistant then attaches the chains to each lug (x 4) on each side of the skip
7. He then lifts the skip with the operator levers onto the vehicle
8. The assistant then uses the operator levers to lift the stabilizer legs into driving position
9. The drive then switches the PTO off
10. The assistant then guides the driver out of loading position

Responsible Person: Paul Jafthe

Approved: Saudiq Marthinus

1. **Loading a roll-on roll-off hook lift container bin on a truck**
   - The assistant must guide the driver into the loading position
   - The driver switches the PTO on
   - The driver operates the hook cylinder and the assistant guides the driver on the correct level which the hook should be.
   - The driver lifts the container on the truck
2. **Offloading a roll-on roll-off hook lift container bin on a truck**
   - The assistant guides the driver into the offloading position
   - The driver operates the cylinder to offload the bin
   - Once the bin has been dropped on the ground, the assistant guides the driver to move the hook into the correct exit position.
   - The driver then folds the hook before driving.
3. **Hooking and Loading a container onto a trailer (drawbar)**
   - Assistant guides driver while reversing in the correct position
   - The assistant ensures that the A-frame leg is stabilised on the ground
   - Driver switches PTO on
   - Driver uses lever controls to push the container onto the trailer
   - The assistant ensures that the hook is in the correct position to be removed
   - The driver moves the vehicle forward in order to remove the hook
   - The assistant secures the bin by using a ratchet and chain attached to the trailer and container
   - The assistant connects the air pipes and electronic pipes (lumes)
   - The driver then loads a container on to the truck
   - Once complete, the assistant guides the driver into a position to hook-on the trailer
   - The a-frame must lock into the towage bar
   - The assistant plugs in the air and electronic pipes (lumes)
   - The assistant then lifts the stabilizer (leg) of the A-frame before driving off
4. **Unhooking and offloading containers on a trailer (drawbar -** The assistant must lower the A-frame leg
   - The assistant removes the air and electronic pipes (lumes)
   - The assistant loosens the ratchet and chain
   - The assistant opens the towage bar and signals the driver to move forward
   - The assistant then guides the driver to offload the container which is on the truck
   - Once completed, the assistant guides the driver into the correct position to hook-on the container which is on the trailer
   - The driver then uses the levers to pull the bin onto the truck.

Responsible Person: Paul Jaftha

Approved: Saudiq Marthinus

5. **PPE required**
   - Gloves
   - Overalls
   - Safety boots with steel toe cap
   - Safety reflective vest
   - Safety goggles (site specific)
   - Hard hats (site specific)
   - Mask (site specific)
6. **Hazards**
   - Reversing
   - A-frame without being stabilized
   - Crushing of the assistant in between truck and trailer
   - Spillage when container is being lifted

Note:

- Drivers should only move the vehicle when the assistant signals him to do so
- All containers should be covered with a net before being transported
- All staff should wear the correct and required PPE

Responsible Person: Paul Jaftha **Approved: Saudiq Marthinus**

Annexure F

Table F 1: LOCATION OF THE VARIOUS WASTEWATER TREATMENT WORKS

No.	WORKS	ADDRESS	CONTACT	TELEPHONE
1	Athlone	Jan Smuts Drive, Athlone	[illegible]	[illegible]
2	Bellville	Sacks Circle, Bellville	[illegible]	[illegible]
3	Borcherds Quarry	Birmingham Road, Boquinar	D [illegible]	[illegible]
4	Cape Flats	ZeekoeVlei East Road, Strandfontein	[illegible]	[illegible]
5	Fisantekraal	off Mellish Siding Road, off R302, Fisantekraal	[illegible]	[illegible]
6	Gordon's Bay	St Andrews Road, Gordons Bay	E [illegible]	[illegible]
7	Green Point	Beach Road, Green Point	[illegible]	[illegible]
8	Kraaifontein	Okavango Road, Kraaifontein	[illegible]	[illegible]
9	Macassar		M [illegible]	[illegible]
10	Melkbosstrand	off R27, Melkbosstrand	[illegible]	[illegible]
11	Mitchells Plain	Spine Road, Mitchells Plain	[illegible]	[illegible]
12	Potsdam	Koeberg Road, Milnerton	[illegible]	[illegible]
13	Scottsdene	Botfontein Road, Scottsdene	[illegible]	[illegible]
14	Wesfleur	Perkins Road, Atlantis Industria	F [illegible]	[illegible]
15	Wildevoelvlei	off Kommetjie Main Road, Sunnydale	[illegible]	[illegible]
16	Zandvliet	Baden Powell Drive, Khayelitsha	B [illegible]	[illegible]

Table F 2: LOCATION OF THE VARIOUS WASTEWATER TREATMENT WORKS

No.	WORKS	ADDRESS	CONTACT	TELEPHONE
1	Camps Bay	Victoria Drive, Camps Bay	K [illegible]	[illegible]
2	Hout Bay	Off Karbonkel Road, Hout Bay Harbour	K [illegible]	[illegible]
3	Klipheuwel	Off unnamed road, RDP house, Klipheuwel	D [illegible]	[illegible]
4	Simonstown	Blue Waters Close, Simons Town	D Tromp	021 786 1182

(5) PRICE SCHEDULE

Part A

ITEM 1. ATHLONE WASTEWATER TREATMENT WORKS

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
1.1	Cost **PER CONTAINER LOAD** for removal & transport	per 6m³	[illegible]
1.2	Rental per container	per month	[illegible]

ITEM 2. BELLVILLE WASTEWATER TREATMENT WORKS

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
2.1	Cost **PER CONTAINER LOAD** for removal & transport	per 6m³	[illegible]
2.2	Rental per container	per month	[illegible]

ITEM 3. BORCHERDS QUARRY WASTEWATER TREATMENT WORKS

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
3.1	Cost **PER CONTAINER LOAD** for removal & transport	per 6m³	[illegible]
3.2	Rental per container	per month	[illegible]

ITEM 4. CAPE FLATS WASTEWATER TREATMENT WORKS

TENDER NO:

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
4.1 a	Cost **PER CONTAINER LOAD** for removal & transport	per $6m^3$	
4.1b	Cost **PER CONTAINER LOAD** for removal & transport	per$10m^3$	
4.2	Rental per container	per month	

ITEM 5.FISANTEKRAAL WASTEWATER TREATMENT WORKS

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
5.1	Cost **PER CONTAINER LOAD** for removal & transport	per $6m^3$	
5.2	Rental per container	per month	

ITEM 6.GORDONS BAY WASTEWATER TREATMENT WORKS

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
6.1	Cost **PER CONTAINER LOAD** for removal & transport	per $6m^3$	
6.2	Rental per container	per month	

ITEM 7. GREEN POINT WASTEWATER TREATMENT WORKS

TENDER NO:

No.	DESCRIPTION	Unit	**Unit Price** (excluding Vat) Rands
7.1	Cost **PER CONTAINER LOAD** for removal & transport	per $6m^3$	
7.2	Rental per container	per month	

ITEM 8. KRAAIFONTEIN WASTEWATER TREATMENT WORKS

No.	DESCRIPTION	Unit	**Unit Price** (excluding Vat) Rands
8.1	Cost **PER CONTAINER LOAD** for removal & transport	per $6m^3$	
8.2	Rental per container	per month	

ITEM 9. MACASSAR WASTEWATER TREATMENT WORKS

No.	DESCRIPTION	Unit	**Unit Price** (excluding Vat) Rands
9.1	Cost **PER CONTAINER LOAD** for removal & transport	per $6m^3$	
9.2	Rental per container	per month	

ITEM 10. MELKBOSSTRAND WASTEWATER TREATMENT WORKS

No.	DESCRIPTION	Unit	**Unit Price** (excluding Vat) Rands
10.1	Cost **PER CONTAINER LOAD** for removal & transport	per $6m^3$	
10.2	Rental per container	per month	

ITEM 11. MITCHELLS PLAIN WASTEWATER TREATMENT WORKS

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
11.1a	Cost **PER CONTAINER LOAD** for removal & transport	Per $6m^3$	
11.1b	Cost **PER CONTAINER LOAD** for removal & transport	per $10m^3$	
11.2	Rental per container	per month	

ITEM 12. POTSDAM WASTEWATER TREATMENT WORKS

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
12.1	Cost **PER CONTAINER LOAD** for removal & transport	per $6m^3$	
12.2	Rental per container	per month	

ITEM 13. SCOTTSDENE WASTEWATER TREATMENT WORKS

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
13.1	Cost **PER CONTAINER LOAD** for removal & transport	per $6m^3$	
13.2	Rental per container	per month	

ITEM 14. WESFLEUR WASTEWATER TREATMENT WORKS

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands

14.1	Cost **PER CONTAINER LOAD** for removal & transport	per $6m^3$	
14.2	Rental per container	per month	

ITEM 15. WILDEVOELVLEI WASTEWATER TREATMENT WORKS

No.	DESCRIPTION	Unit	**Unit Price** (excluding Vat) Rands
15.1	Cost **PER CONTAINER LOAD** for removal & transport	per $6m^3$	
15.2	Rental per container	per month	

ITEM 16 .ZANDVLIET WASTEWATER TREATMENT WORKS

No.	DESCRIPTION	Unit	**Unit Price** (excluding Vat) Rands
16.1	Cost **PER CONTAINER LOAD** for removal & transport	per $6m^3$	
16.2	Rental per container	per month	

CAPACITY

DESCRIPTION	**Number in figures**
Indicate the number of sites your organisation can handle at once in one day out of 16 Wastewater Treatment Works listed in Part A	....

TENDER NO: Fl

TREATMENT

DESCRIPTION	Price (excluding VAT) Rands
TREATMENT COST BEFORE DISPOSAL	R O P n

Pr
4

Part B

ITEM 1. CAMPS BAY WASTEWATER TREATMENT WORKS
(AS AND WHEN REQUIRED)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
1.1	Cost **PER CONTAINER LOAD** for removal & transport	per $6m^3$	00
1.2	Rental per container	per month	00

ITEM 2. HOUT BAY WASTEWATER TREATMENT WORKS
(AS AND WHEN REQUIRED)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
2.1	Cost **PER CONTAINER** LOAD for removal & transport	per $6m^3$	06
2.2	Rental per container	per month	)

ITEM 3. KLIPHEUWEL WASTEWATER TREATMENT WORKS
(AS AND WHEN REQUIRED)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands

3.1	Cost **PER CONTAINER LOAD** for removal & transport	per 6m³	
3.2	Rental per container	per month	

ITEM 4. SIMONSTOWN WASTEWATER TREATMENT WORKS
(AS AND WHEN REQUIRED)

No.	DESCRIPTION	Unit	Unit Price (excluding Vat) Rands
4.1	Cost **PER CONTAINER LOAD** for removal & transport	per 6m³	2 00
4.2	Rental per container	per month	

TREATMENT

DESCRIPTION	Unit Price (excluding VAT) Rands
TREATMENT COST BEFORE DISPOSAL	R......

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.

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

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.

Pricing Instructions:

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

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5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.

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

5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.

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

5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.

5.8 The responsibility to arrange permission at the hazardous waste for the disposal at a landfill site/s appropriate to handle this type of waste rests with the Tenderer.

5.9 All Tendered rates shall exclude Value Added Tax

5.10 All costs 'PER CONTAINER LOAD for removal & transport' are subject to contract price adjustment as provided for in the contract

5.11 In order to place all tenders received on a comparative basis, the evaluation will be based on the estimated total cost per site per month, using the estimated quantities specified in Table 1: Grit and Screenings Schedule and Table 2: Grit and Screenings Schedule of Quantities (as and when required) – clause 7 of the specification.

PART 6: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

TENDER NO:

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

[illegible] ,
(Supplier/Mandatary/Company/CC Name)

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

I, [illegible], representing [illegible], 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: [illegible]

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.

Signed at [illegible] on the [illegible] day of [illegible] 20[illegible]

Witness

Mandatary

Signed at [illegible] on the [illegible] day of [illegible] 20[illegible]

Witness

for and on behalf of
City of Cape Town

PART 7: SUPPORTING SCHEDULES

TENDER NO:

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 nonresponsive.

8.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.

8.5 Any claim for an increase in the Contract price shall be submitted in writing to the:
Director Supply Chain Management, City of Cape Town,
P O Box 655, Cape Town, 8000 or

- by email to: Vuyo.Ninzi@capetown.gov.za

- by fax to: (021) 400 2717 / 086 588 5170 for attention: Rene Wyngaard prior to the month upon which the price adjustment would become effective.

8.6 The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.

8.7 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 CCT reserves the right to request the supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment.
Should the supplier fail to submit such auditor's certificates or other documentary proof to the CCT within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.

8.9 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable:

8.10 Price Adjustment Mechanism: COST PER CONTAINER LOAD FOR REMOVAL AND TRANSPORT:

8.10.1 The Contract Price as per GCC shall remain Firm for the first 12 months (from date of commencement of tender) and no claims for contract price adjustment will be considered for the first 12 months subject to the provisions in the price schedule.

8.10.2 Subject to 17.2.1.1 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 month: Subject to contract price adjustment in accordance with the Consumer Price Index (P0141–Table B). Base month for the price adjustment shall be two (2) calendar months prior to date of commencement. The end month shall be two (2) calendar months prior to the 13th month.

From start of 25th month to end of the contract: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141-Table B). Base month for the price adjustment shall be two (2) calendar months prior to the 13th month. The end month shall be two (2) calendar months prior to 24th month.
The average CPI calculated, the base month to the end month (both included) divided by the number of months.

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

8.10.3 10% of the rate will remain fixed.

8.11 COSTS PER TON FOR DISPOSAL AT HAZARDOUS LANDFILL SITE:

Disposal price adjustment will be escalated as follows:

Hazardous Disposal Facilities:
Price escalation will be based on the annual disposal tariff as determined by the hazardous landfill site owner for Special Waste.

8.12 RENTAL PER CONTAINER

Price adjustment for the rental per container will remain firm for the duration of the contract.