


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

TENDER NO: 17S/2026/27**TENDER DESCRIPTION: REMOVAL AND DISPOSAL OF REFUSE FROM SHIPPING CONTAINER STORAGE AREAS IN INFORMAL SETTLEMENTS****CONTRACT PERIOD: 16 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT**

CLOSING DATE	13 AUGUST 2026
CLOSING TIME	10:00 am
TENDER BOX NUMBER	242
TENDER FEE	R 200.00

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

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

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

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

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THE TENDER

T.1 GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : **10 July 2026**
- SITE VISIT/CLARIFICATION MEETING** : Time: 10:00am on Date: 30 July 2026
(Not compulsory, but strongly recommended)
- VENUE FOR SITE VISIT/CLARIFICATION MEETING** : **Microsoft Teams**

<https://teams.microsoft.com/meet/379121569141928?p=5X73BMrfGCdMDqJmoA>
- TENDER BOX & ADDRESS** : **Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
- : The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement **“TENDER NO. 17S/2026/27: REMOVAL AND DISPOSAL OF REFUSE FROM SHIPPING CONTAINER STORAGE AREA IN INFORMAL SETTLEMENTS** the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.
If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer’s responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
- CCT TENDER REPRESENTATIVE** : SCM.Tenders17@capetown.gov.za
Please reference Tender no. in subject line for emails

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

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

2.1.1.1 The City of Cape Town (hereafter referred to as the “CCT”) and each tenderer submitting a tender offer (hereinafter referred to as the “tenderer” or the “supplier”) shall comply with item T.2 of this Tender Document Goods and Services (hereinafter referred to as these “Conditions of Tender”). The tenderer and the CCT shall collectively hereinafter be referred to as the “Parties” and individually a “Party”). In their dealings with each other, the Parties shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, and shall comply with all legal obligations imposed on the Parties herein and in accordance with all applicable laws.

The Parties agree that this tender Document Goods and Services (hereinafter referred to as the “Tender” / “Tender Document”), its evaluation and acceptance and any resulting 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 and as amended from time to time. If the CCT adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender (hereinafter referred to as the “Contract”), such clause shall also be applicable to that Contract. Please refer to this document contained on the CCT’s website.

Abuse of the supply chain management system is not permitted and may result, inter alia, (1) in the tender being rejected; (2) cancellation of the contract; (3) restriction of the supplier, and/or (4) the exercise by the CCT of any other remedies available to it as provided for in the SCM Policy and/or the Contract and/or this tender and/or any applicable laws .

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

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

2.1.2 Interpretation

2.1.2.1 The additional requirements contained in Annexure F to the contract (hereinafter referred to as the “returnable documents” / “Returnable Schedules”) are part of these Conditions of Tender and are specifically hereby incorporated into these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable Documents which are required for CCT’s tender evaluation purposes herein, shall form part of the Contract arising from the CCT’s corresponding invitation to tender.

2.1.3 Communication during tender process

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

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

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

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received;
- (d) there is a material irregularity in the tender process; or
- (e) the Parties are unable to negotiate market related pricing.
- (f) Circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.

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

2.1.5 Procurement procedures

2.1.5.1 General

Allocation Principle

The City's intention is to **promote competition and equitable distribution of work** by allocating **one (1) area per successful tenderer**, where sufficient responsive bids are received.

Accordingly, each area will be awarded to the **highest-ranked responsive tenderer for that specific area**, subject to the conditions set out below.

Multiple Area Awards (Exception)

Notwithstanding the above, where **insufficient responsive and/or capable tenderers** are received for all areas, the City reserves the right to allocate **more than one (1) area to a single tenderer**, provided that:

- The tenderer has demonstrated **adequate financial and operational capacity** to service multiple areas; and
- Such allocation is necessary to ensure **service delivery continuity**.

The allocation of multiple areas to a single tenderer will be applied only as a last resort where it is not possible to achieve one award per area due to a lack of sufficient responsive bids.

Alternative Tenderers

Tenderers may be ranked as **alternative (backup) service providers** for areas where they are not the highest-ranked bidder.

In such cases:

- The **primary award** will be made to the highest-ranked tenderer for that area;
- Alternative tenderers may be considered where:
 - The appointed contractor fails to perform;
 - The contract is terminated; or
 - Additional capacity is required.

Tenderer Requirements

Tenderers are required to:

- Submit bids for one or more areas;
- Clearly indicate their **area preferences** in (**Annexure F.5**); and
- Demonstrate their **capacity** to service multiple areas, in the event that such allocation becomes necessary.

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods or services on a “Highest ranked” basis, whereby the order will always be offered and, if accepted, allocated to the highest ranked tenderer and only if he refuses will the work be offered to the next highest ranked tenderer from the alternative tenderers.

Areas
Area East
Area South
Area North
Area Central

The contract period of **16 Months** from Date of Commencement

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Standby Bidder

Not Applicable

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

- All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:

The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Office of the City Manager

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

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

Via email at: MSA.Appeals@capetown.gov.za

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

The City Manager - C/o the Manager: Access to Information Unit, Legal Service Department, Office of the City Manager

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

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

Via email at: Access2info.Act@capetown.gov.za

2.1.6.6 The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).

For purposes of this clause 2.1.6.6, the contract and these Conditions of Tender, the terms “data subject”, “Personal Information” and “Processing” shall have the meaning as set out in section 1 of POPIA, and “Process” shall have the corresponding meaning.

The CCT, its employees, representatives and sub-contractors may, from time to time, Process the tenderer's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, the contract and these Conditions of Tender, for research purposes, and/or as otherwise may be envisaged in the CCT's Privacy Notice and/or in relation to the CCT's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the Processing of the latter Personal Information by the CCT's due diligence assurance provider, professional advisors and the Appeal Authority as applicable. The CCT's justification for the processing of such aforesaid Personal Information is based on section 11(1)(b) of POPIA, i.e., in terms of which the CCT's Processing of the said Personal Information is necessary to carry out actions for the conclusion and/or performance of the contract, to which the applicable data subject (envisaged in this clause 2.1.6.6 above) is a party.

All requests relating to data protection must be submitted in writing to:

The City Manager - C/o the Information Officer, Office of the City Manager

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X9181, Cape Town, 8000

Via email at: Popia@capetown.gov.za.

2.1.6.7 Compliance to the CCTs Appeals Policy

In terms of the CCT's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals.

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Schedule F.14: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as $\frac{1}{2}$ (Administrative cost of the tender appeal) + 0.25 % (Appellant's tender price).

Should the payment of the administration fee of R300.00 or the surcharge not be received, such fee or surcharge will be added as a Sundry Tariff to the bidder's municipal account.

In the event where the bidder does not have a Municipal account with the CCT, the fee or surcharge may be recovered in terms of the CCT's Credit Control and Debt Collection By-law, 2006 (as amended) and its Credit Control and Debt Collection Policy.

2.1.7 CCT Supplier Database Registration

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

Tenderers who wish to register on the CCT's Supplier Database may collect registration forms from 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). Registration forms and related information are also available on the CCT's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document and the Conditions of Tender. An 'acceptable tender must "COMPLY IN ALL" aspects with the tender, Conditions of Tender, all Specifications (i.e., item C.5 below, hereinafter the "Specifications"), pricing instructions herein and the Contract including its conditions.

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

- a) A completed **Details of Tenderer** to be provided (applicable schedule below to be completed);
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule below to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided, where applicable.
- d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule below to be completed);
- e) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);

- f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule below to be completed);
- g) The tenderer (including any of its representatives, directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the CCT whose prior or current obligations creates any conflict of interest or unfair advantage;
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, who is directly or indirectly involved or associated with the bid specification committee;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the CCT** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);
- l) The tenderer (including any of its representatives, directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its representatives, directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

2.2.1.1.3 Non-compulsory clarification meeting

Tenderers are required to attend a non-compulsory clarification meeting at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

Details of the meeting(s) are stated in the General Tender Information (i.e., in item T.1 above).

2.2.1.1.4 Minimum score for functionality

TABLE 1.

Evaluation Criteria	Evaluation Area	Breakdown of Evaluation Area	Points Allocation	Maximum Points
<p>Previous Relevant Experience</p>	<p>Company's Relevant Experience must contain the information and supporting documents requested below (Previous Company Financial Capability Requirements)</p> <ul style="list-style-type: none"> Company's relevant experience in waste management must be listed in Annexure F.1 with contactable references. Bidders must provide relevant company reference letters that are no more than five years old from the date of the tender advertisement. If the work was completed more than five years ago, companies must obtain documentation dated within the last five years, endorsed by the company where the work took place, to demonstrate prior experience. Bidders are responsible for verifying their references and ensuring they are contactable, as the CCT will conduct the reference checks. If all contactable references cannot be reached by the CCT, the bidder will not be scored. Bidders must demonstrate adequate financial capacity, including evidence of previous contract values over a defined period, to show their ability to sustain the monthly operational costs associated with the allocated service area(s) for the duration of this contract. 	<p>Less than or Equal to 2 years with supporting contactable references and relevant company reference letters. No prior Company Financial Capability supporting documents provided, OR limited financial capability documentation indicating that single project experience is below R25 million over the contract duration, or below R1 million per month.</p>	1	32
		<p>More than 2 year or equal to 3 years with supporting contactable references and relevant company reference letters. Prior Company Financial Capability supporting documents provided, clearly demonstrating the company's financial capacity, with single project experience exceeding R25 million over the contract duration and/or R1 million per month.</p>	8	
		<p>More than 3 year or equal to 4 years with supporting contactable references and relevant company reference letters. Prior Company Financial Capability supporting documents provided, clearly demonstrating the company's financial capacity, with single project experience exceeding R25 million over the contract duration and/or R1 million per month.</p>	16	
		<p>More than 4 year or equal to 5 years with supporting contactable references and relevant company reference letters. Prior Company Financial Capability supporting documents provided, clearly demonstrating the company's financial capacity, with single project experience exceeding R25 million over the contract duration and/or R1 million per month.</p>	24	
		<p>More than 5 years with supporting contactable references and relevant company reference letters. Prior Company Financial Capability supporting documents provided, clearly demonstrating the company's financial capacity, with single project experience exceeding R25 million over the contract duration and/or R1 million per month.</p>	32	
		<p>Key Personnel to meet the following:</p> <ol style="list-style-type: none"> The Operations Coordinator / Contract Lead / Operations Manager to be employed by the Bidder and must be operational during the contract must have managerial/operations experience in waste 	<p>No CV attached OR CV attached showing less than 2 years relevant experience with required qualification OR less than 3 years relevant experience without required qualification</p>	

	<p>management or waste management projects with a minimum NQF Level 6 Qualification listed in Annexure F.6 OR any NQF Level 7 or above qualification.</p> <p>2. Bidders must attach an updated detailed CV showing relevant previous experience with contactable references (Annexure F.2).</p> <p>3. Bidders are responsible for verifying references and ensuring they are contactable, as the CCT will conduct reference checks. If contactable references cannot be reached, the bidder will not be scored.</p>	<p>CV attached showing more than 2 years, but less than or equal to 3 years relevant experience with required qualification OR More than 3 years, but less than or equal to 4 years relevant experience without required qualification</p>	<p>8</p>	
		<p>CV attached showing more than 4 years, but less than or equal to 5 years relevant experience with required qualification OR More than 5 years, but less than or equal to 8 years relevant experience without required qualification</p>	<p>16</p>	
		<p>CV attached showing more than 5 years, but less than or equal to 6 years relevant experience with required qualification OR More than 8 years, but less than or equal to 10 years relevant experience without required qualification</p>	<p>24</p>	
		<p>CV attached showing more than 6 years relevant experience with required qualification OR More than 10 years relevant experience without required qualification</p>	<p>32</p>	
<p>Vehicles - Tenderers to refer to Annexure F.3 for optimal scoring on vehicle requirements per Area.</p>	<p>Vehicle Requirements:</p> <ul style="list-style-type: none"> • Tenderers to (Own/Hire) the required number of vehicles. • Tenderers to complete Annexure F.3 and attach all required documents with their tender submission. • Where the age of vehicles to be provided differs, the average age of all required listed vehicles will be used for scoring with the formula: sum of age of all vehicles divided by number of vehicles. • Vehicles more than 5 years old (60 months old) from the date of tender closure) will not be considered (x19 REFUSE COMPACTORS; x8 HIGH-RAIL TRUCKS) <p>Tenders to note that points allocations for vehicles are not limited to the breakdown of categories provided, as in the event that vehicles fall in more than one age category, points will be calculated and the sub-totals will be summed to calculate the total functionality points for vehicles.</p>	<p>More than 60 months old OR No proof submitted</p>	<p>0</p>	<p>36</p>
		<p>More than 48 to 60 months old</p>	<p>12</p>	
		<p>More than 24 to 48 months old vehicles</p>	<p>24</p>	
		<p>0 to 24 months old vehicles</p>	<p>36</p>	
<p>Total</p>				<p>100</p>

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

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

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

Bidders must carefully review the criteria below and scoring rationale provided for scoring of functionality (Table 1).

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

Bidders must carefully review the criteria below and scoring rationale provided for scoring of functionality (Table 1).

Previous Company Financial Capability Requirement

This information is required to provide the Evaluation Committee with reasonable assurance of the bidder's cash-flow capability and relevant previous company experience. The bidder must submit evidence of at least three (3) completed projects in the waste management industry, of a similar nature and scope including **mandatory** Supporting Documentation as Checklist (**Annexure F.4**) Bidders are responsible for ensuring their references are valid and reachable, as the CCT will conduct reference checks.

Key Personnel

Key personal (**Personnel are to be currently permanently employed by the bidder at contract implementation**). Key personal must be a permanent employee of the Bidding Company and due to work on the Contract should the bidder be successful.

Tenderers are to note that the previous experience of both the company and key personnel must align with **all** major components of waste management. This includes:

- **Onsite handling, storage, and processing of waste.**
- **Waste collection**, covering large-scale waste removal operations, including bulk refuse collection from commercial, industrial, and public spaces.
- **Transportation of waste**, ensuring the safe and efficient movement of waste materials, including industrial waste, bulk street refuse, and illegally dumped waste, to designated processing or disposal sites.
- **Waste recovery and final disposal**, involving the safe disposal of waste materials in compliance with environmental regulations.

This scope specifically excludes domestic cleaning and small-scale cleaning jobs, such as household cleaning, small office and retail store cleaning, vehicle interior cleaning and post-renovation cleaning. Instead, the focus is **on large-scale waste management operations, including illegal dumping remediation, bulk refuse removal, industrial waste management, and bulk street refuse removal**, with an emphasis on effective communication and coordination with stakeholders, authorities, and the public.

Bidders may not allocate the same personnel or vehicles to more than one service area. In cases where a bidder submits for only one area and is deemed responsive but does not achieve the highest ranking, or where a bidder submits for all areas and is ranked highest, the Area Preference Form, listed as Annexure F.5, will be used to guide the Evaluation Committee in determining final area allocations.

Vehicles

Refuse Compactor Truck Vehicles must hold a minimum of 19m³ capacity must not be more than 5 years old (60 months old) from the date of tender closure.

High-Rail Truck Vehicles must hold a minimum of 4 ton capacity must not be more than 5 years old (60 months old) from the date of tender closure.

- a. For owned vehicles, tenderers **MUST** attach proof of ownership. Tenderers to note that only vehicle registration certificate in the tenderers name will be accepted, tenderers who fail to attach the vehicle registration certificate will not be allocated points for owned vehicles. **Vehicle age will be evaluated as per the “Date of Liability” inscribed on the registration certificate.**
- b. For hired / leased vehicles tenderers must submit a signed (By Both Parties) draft lease agreement indicating the following information:
 - Vehicle Make, Model, Type and Year of registration (Date of Liability) **must be clearly stated on the corresponding draft lease agreements**
 - Quantity
 - Duration of the Lease
 - Lead time of acquiring vehicles (In the case that the lead time does not align with the commencement of the contract, it is incumbent of the awarded contractor to ensure that resources are available at the time of contract commencement, i.e. vehicles)

Tenderers to note that a quotation will **NOT** be accepted and if submitted, the tenderer **WILL** not be allocated points for hired / leased vehicles. The City of Cape Town reserves the right to request additional vehicle certification documents if necessary.

TENDERERS TO NOTE THE FOLLOWING:

- 1) This Tender aligns the number of Drivers required per Area with the number of Vehicles required per Area. The number of Drivers required in each Area are listed under the Pricing Schedule and Tenderers must ensure that they price adequately.
- 2) Vehicle Driver License Requirements - Code C1 and Code EC.
- 3) Should the Tenderer bid for more than one Area, and be awarded more than one Area, vehicles utilized in one Area cannot be utilized in another Area.
- 4) Where a bidder submits bids for multiple Areas, **no single vehicle may be allocated or listed for more than one Area**. Verification of compliance with this requirement will be conducted in accordance with the information provided in **Annexure F.3**.
- 5) The City will not accept any Vehicle for use under this Tender that is older than 5 years, therefore Tenders will be awarded no points for any vehicle submitted that is older than 5 years of age.
- 6) No points will be allocated to Tenderers that do not provide proof of the MINIMUM requirements for the type and capacity of vehicles required per Area.

Tenderers must clearly complete **Annexure F.3**, indicating applicable options for the vehicles.

Note: In the event that vehicles fall in more than one age category, points will be calculated and the sub-totals will be summed to calculate the total functionality points for vehicles. Age of vehicles will be evaluated by the date of liability indicated on the vehicle registration documents.

Vehicle Replacement and Compliance

Tenderers shall commit to replacing any vehicles, where necessary, with vehicles of equal or superior specification and quality, limited to the tender implementation stage.

Any such replacements shall be subject to prior approval by the City of Cape Town (CCT), and the Contractor shall ensure the timely submission of all relevant supporting documentation for verification purposes.

Failure to provide adequate documentation or to obtain the required approval may result in non-acceptance of the replacement vehicles and may constitute non-compliance with the contract conditions.

Tenderers must clearly complete **Annexure K**, indicating applicable options for the vehicles.

Refuse Compactors (19m3) and 4 Ton (High-Rail) Trucks older than 5 years (60 months) will not be considered.

Note: In the event that vehicles fall in more than one evaluation area, each category's points will be calculated and the sub-totals will be summed to calculate the total functionality points for vehicles. Age of vehicles will be evaluated by the date of liability indicated on the vehicle registration documents.

Scoring of Vehicles: Vehicles will be allocated functionality points as follows:

Scoring of Vehicles: Vehicles will be allocated functionality points as follows:

Total Number of vehicles tendered: A

Number of Vehicle as per Evaluation Area: B

Total Points assigned to an Evaluation Area: C

Calculated points in a Category: D Formula: $(B \div A) \times C = D$

Example: Total vehicles tendered: 7 (A)

Total vehicles tendered (A): 7

2 vehicles fall within the 0–24 months category (B = 2; C = 36)

Calculation: $(2 \div 7) \times 36 = 10.29$

5 vehicles fall within the >24–48 months category (B = 5; C = 24)

Calculation: $(5 \div 7) \times 24 = 17.14$

Total functionality points = $10.29 + 17.14 = 27.43$

2.2.1.1.7 Provision of samples

Not Applicable

2.2.1.1.8 Waste Management Accreditation?

All appointed service providers/contractors are required to be accredited as waste management service providers in terms of the City of Cape Town Integrated Waste Management bylaw. Contractors that do not comply with this requirement will not be able to provide waste management services. Accreditation must remain valid for the tenure of the contract. All bidders are therefore required to submit proof of accreditation, which accreditation must still be **valid at the time of award** of this tender. Bidders whose **accreditation is about to expire** are strongly encouraged to re-apply for accreditation as soon as possible. Bidders who are not currently accredited must apply for accreditation as follows:

To apply for accreditation as a waste management service provider, please email Waste.Accreditation@capetown.gov.za or follow the link below for details:
<http://web1.capetown.gov.za/web1/swma/>

Tenderers are to note that in order to be declared responsive, the City of Cape Town will confirm the accreditation status of all tenderers who have complied with the responsive and functional criteria. This will be done by referring to the CCT list of accredited service providers on the City of Cape Town's accreditation data base.

All tenderers whose names do not appear on this list or whose accreditation is about to expire, will be requested to submit proof of accreditation, failure to submit such proof by due date will render the tenderer non responsive.

2.2.1.1.9 Basic Minimum Wages for Truck assistants

Truck Assistants assigned to Heavy and Medium motor vehicles are classified under **Table One A, Grade 1 (Class: General Worker)** in the General Freight and Furniture Removal Sector minimum wage structure.

2.2.1.1.10 Basic Minimum Wages for Truck Drivers

Heavy Motor vehicle drivers – 19m³ Refuse Compactors (e.g., rigid or articulated vehicle drivers) are classified under **Table One A, Grade 4 (Class: Heavy Motor Vehicle Driver)** in the General Freight and Furniture Removal Sector minimum wage structure. Medium Motor vehicle drivers – 4 Ton High-Rail Truck (e.g., rigid vehicle drivers) are classified under **Table One A, Grade 3 (Class: Medium Motor Vehicle Driver)** in the General Freight and Furniture Removal Sector minimum wage structure.

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

The tenderer shall obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender document(s) by reference.

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

The tenderer shall attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information (i.e., in item T.1 above).

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

2.2.8 Seek clarification

The tenderer shall request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information (i.e., in item T.1 above), where possible.

2.2.9 Pricing the tender offer

2.2.9.1 The tenderer shall comply with all pricing instructions as stated on the Price Schedule.

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

2.2.11.2 Acceptance of an alternative tender offer by the CCT may be based only on the criteria stated in the Conditions of Tender or applicable criteria otherwise acceptable to the CCT.

2.2.12 Submitting a tender offer

2.2.12.1 The tenderer is required to submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Conditions of Contract and described in the Specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Tender Returnable Documents duly completed and signed will be declared responsive.

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

2.2.12.3 The tenderer shall sign the original tender offer where required in terms of the Conditions of Tender. The tender shall be signed by a person duly authorised by the tenderer to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation / founding document of the joint venture or any other document signed by all Parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.

2.2.12.4 Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information (i.e., item T.1 above), as well as the tenderer's name and contact address.

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

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

2.2.12.7 Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.

2.2.12.8 By signing the offer part of the Form of Offer (**Section 5, Part A hereto**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.

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

2.2.12.10 The tenderer must record and reference all information submitted contained in other documents for

example cover letters, brochures, catalogues, etc. in the Returnable Schedule titled **List of Other Documents Attached by Tenderer**.

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

2.2.14.1 The tenderer shall ensure that the CCT receives the tender offer, together with all applicable documents specified herein, at the address specified in the General Tender Information herein prior to the closing time stated on the front page of the tender document.

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

2.2.15.2 Notwithstanding the period stated in clause 2.2.15.1 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the CCT is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement by the parties, administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.

In circumstances where the validity period of a tender has expired, and the tender has not been awarded, the tender process is considered "completed", despite there being no decision (award or cancellation) made. This anomaly does not fall under any of the listed grounds of cancellation and should be treated as a "non award". A "non award" is supported as a recommendation to the CCT's Bod Adjudication Committee ("BAC") for noting.

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

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss, without prejudice to the CCT's other rights and/or remedies available to it in accordance with any applicable laws.

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

Tenderers shall provide access during working hours to premises for inspections, tests and analysis as provided for in the Conditions of Tender or Specifications.

If the Specifications requires the tenderer to provide samples, these shall be provided strictly in accordance with the instructions set out in the Specification.

If such samples are not submitted as required in the bid documents or within any further time stipulated by the CCT in writing, then the bid concerned may be declared non-responsive.

The samples provided by all successful bidders will be retained by the CCT for the duration of any subsequent contract. Bidders are to note that samples are requested for testing purposes therefore samples submitted to the CCT may not in all instances be returned in the same state of supply and in other instances may not be returned at all. Unsuccessful bidders will be advised by the Project Manager or dedicated CCT Official to collect their samples, save in the aforementioned instances where the samples would not be returned.

2.2.19 Certificates

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

2.2.19.1. Preference Points for Specific Goals

In order to qualify for preference points for Specific Goals, it is the responsibility of the tenderer to submit sufficient, relevant and verifiable documentary proof in support of any claim for preference points.

Failure to submit adequate and verifiable evidence may result in the non-awarding of preference points claimed.

Tenderers are further referred to the Preference Schedule for the detailed methodology, scoring criteria, and conditions applicable to the allocation of preference points for Specific Goals.

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN 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), or included with this tender. The tenderer must record its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

Each party to a Consortium/Joint Venture shall submit a separate Tax Compliance Status Pin.

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

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

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

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

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

2.2.21 Claims arising from submission of tender

By responding to the tender herein, the tenderer warrants that it has:

- a) Inspected the Specifications and read and fully understood the Conditions of Contract.
- b) Read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.

- d) requested the CCT to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
- e) Received any notices to the tender documents which have been issued in accordance with the CCT's Supply Chain Management Policy.

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

2.2.22 Collection and issuing of tender documents

The CCT will only issue tender documents through its Tender Distribution Office and/or the official CCT tender portal. Bidders who obtain documents through any means other than described herein, will not be known to the CCT and may thus not receive tender notices and addendums. Tenderers are not allowed to distribute tender documents to other potential bidders.

It is the responsibility of bidders who obtain documents through any means other than described herein, to notify the CCT tender representative thereof that they are participating in the tender. The CCT accepts no liability for any tender notices or addendums not reaching any bidders, who obtained documents through any means other than described herein or who provided incorrect contact details to the CCT."

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

2.3.4.2 The CCT shall evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. The CCT shall open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the Conditions of Tender, and announce the total price and any preference claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

- a) The gross misplacement of the decimal point in any unit rate;
- b) Omissions made in completing the Price Schedule; or
- c) Arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in the Price

- Schedule; or
- ii) The summation of the prices; or
- iii) Calculation of individual rates.

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

2.3.10.1.1 The CCT may reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Conditions of Tender.

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

- a) If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages.
- b) If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year one.
- c) If the selected method is based on a formula, indices, coefficients, etc. that varies between bidders, comparative prices would be determined over the entire contract period based on

published indices relevant during the 12 months prior to the closing date of tenders.

- d) If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CCT will check all quoted rates against those supplied by its own bank).
- e) If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
- f) If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (C.4 / Section 4)**.

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

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

2.3.10.3.4 Applicable formula:

The 90/10 price/preference points system will be applied to the evaluation of responsive tenders above a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

$$P_s = 90 \times \left(1 - \frac{(P_t - P_{min})}{P_{min}} \right)$$

Where: P_s is the number of points scored for price;
 P_t is the price of the tender under consideration;
 P_{min} is the price of the lowest responsive tender.

Preference points shall be based on the Specific Goal as per below:

Table B2: Awards above R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10)
	<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>	
1	Promotion of Micro and Small Enterprises <i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i>	4

	<i>SME partnership, sub-contracting, joint venture or consortiums</i>	
2	<p>Enterprise Supplier Development and Socio Economic Development</p> <p>> 15% of total expenditure = 3 points</p> <p>> 10% up to 15% of total expenditure = 2 points</p> <p>>= 5% up to 10% of total expenditure = 1 points</p> <p>< 5% of total expenditure = 0 points</p>	3
3	<p>Skills Development OR Employee Share Scheme</p> <p>Skills Development</p> <p>> 5% of total profit = 3 points</p> <p>> 3% up to 5% of total profit = 2 points</p> <p>>= 1% up to 3% of total profit = 1 points</p> <p>< 1% of total profit = 0 points</p> <p>OR Employee Share Scheme</p> <p>> 15% employee ownership = 3 points</p> <p>> 10% up to 15% employee ownership = 2 point</p> <p>>= 5% up to 10% employee ownership = 1 point</p> <p>< 5% employee ownership = 0 point</p>	3
	Total points	10

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

- a) Does not allow any preferred tenderer a second or unfair opportunity;
- b) Is not to the detriment of any other tenderer; and

- c) Does not lead to a higher price than the tender as submitted.

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

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

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

In terms of the CCT's SCM Policy, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

2.3.12 Acceptance of tender offer

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

2.3.12.1 Accept a tender offer(s) which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.

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

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

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

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

2.3.12.4 The CCT reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the CCT as a result of (inter alia):

- a) reports of poor governance or unethical behaviour, or both;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the CCT;
- d) negative media reports, including negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; and
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53 of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.

2.3.12.5 The CCT reserves the right to nominate an Standby bidder at the time when an award is made and

in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the Standby Bidder in terms of the procedures included its SCM Policy.

2.3.13 Prepare contract documents

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

- a) Notices issued during the tender period,
- b) Inclusion of some of the returnable documents, and
- c) Other revisions agreed between the CCT and the successful tenderer.

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


2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these Conditions of Tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10 Page 29 of 80

TENDER NO: 17S/2026/27**TENDER DESCRIPTION: REMOVAL AND DISPOSAL OF REFUSE FROM SHIPPING CONTAINER STORAGE AREAS IN INFORMAL SETTLEMENTS****CONTRACT PERIOD: 16 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT**

THE CONTRACT

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

AND

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

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

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

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER NO: 17S/2026/27: REMOVAL AND DISPOSAL OF REFUSE FROM SHIPPING CONTAINER STORAGE AREAS IN INFORMAL SETTLEMENTS

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

The tenderer, identified in the offer signature table below,

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

**TENDER NO: 17S/2026/27: REMOVAL AND DISPOSAL OF REFUSE FROM SHIPPING
CONTAINER STORAGE AREAS IN INFORMAL SETTLEMENTS**

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

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

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

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NO: 17S/2026/27: REMOVAL AND DISPOSAL OF REFUSE FROM SHIPPING CONTAINER STORAGE AREAS IN INFORMAL SETTLEMENTS

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

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

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

**AGREEMENT MADE AND ENTERED INTO BETWEEN THE CCT (HEREINAFTER CALLED THE "CCT")
AND**

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

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

I,, representing

..... , as an employer in its own right 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 (hereafter "OHSA") and the Regulations promulgated thereunder.

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at on the day of 20....

Witness

Mandatory

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

Witness

for and on behalf of
CCT

C.4 PRICE SCHEDULE

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

Pricing Instructions:

- 4.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 4.2 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.
- 4.3 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.
- 4.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 4.5 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.
- 4.6 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 CCT may also perform a risk analysis with regard to the reasonableness of such rates.**
- 4.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in Schedule F.1.
- 4.8 The City will test the values and other data provided against key component costs, in which regard it will be entitled to use minimum legislative requirements and standards of current Road Freight Industry and City's Disposal tariffs (General Waste) in respect of those costs to evaluate the viability of the tender. Any increases will be adjusted in accordance with the Sectorial determinations and CCT disposal tariff policy.
- 4.9 The City reserves the right to clarify incorrect calculations, where the total monthly cost for the individual items per section of the pricing schedule has been added incorrectly. The clarified amount will be used for evaluation and award purposes. **(Refer to clause 2.3.8)**
- 4.10 Tenderers are required to price for all Sections and items listed under a particular area that they are tendering for, to be considered responsive.
- 4.11 **Waste Disposal and Landfill Usage:**
 - a) Tenderers shall obtain official disposal coupons for the disposal of waste at City of Cape Town (CCT) landfill sites, with disposal rates determined annually in terms of the Solid Waste Management Tariff Policy (currently R758.35 per ton, excluding VAT). Tenderers' pricing shall comply with the applicable CCT tariff.
 - b) Tenderers **may not** utilise Coastal Park landfill unless authorised to do so. In such cases, alternative disposal routes or authorised landfill facilities, including approved private landfill facilities, may be used as directed by the City. Tenderers must note that alternative facilities may result in increased travel distances, fuel consumption, and turnaround times, which shall be mitigated through optimised routing

and logistics.

- c) Direct disposal at CCT landfill sites remains the default method. The use of Refuse Transfer Stations is discouraged and permitted only with prior written approval, operational justification, and transparent pricing. Failure to obtain approval constitutes non-compliance.
- d) Reimbursement:
 - I. The Tenderer must provide an alternative licensed private disposal facility to ensure service continuity and submit a confirmation letter from the facility (including disposal rate per ton), a valid Waste Management Licence, and proof of registration and authorisation within the City of Cape Town, failing which the tender may be penalised; the Contractor must pay all disposal costs upfront and claim monthly reimbursement supported by disposal slips, limited to a maximum of R758.35 per ton (excluding VAT), with any excess cost for the Contractor’s account unless prior written approval is obtained from the Contract Manager, failing which reimbursement will be capped at the solid waste management tariff rate.
 - II. Only City-approved landfill sites or authorised private facilities may be used, and the use of unauthorised facilities will result in non-payment, penalties, or further contractual action; tendered rates must include normal fuel fluctuations, with any exceptional adjustments subject to formal motivation and written approval, and no automatic adjustments will apply; all operational costs, including transport, fuel, distance, and logistical risks, must be fully included in the tendered rates, and no additional claims due to underpricing or poor planning will be accepted.
 - III. Private landfill usage will be verified during the contract management stage by the Contract Manager.
- e) Penalty for non-compliance:
 - I. **Use of unapproved by the City of Cape Town (CCT) landfill sites may result in a breach of contract, in addition to any cost incurred by the City for rectification or alternative disposal.**

INITIALS OF CCT OFFICIALS		
1	2	3

AREA NORTH: PRICING SCHEDULE**SECTION A:****BREAKDOWN OF MONTHLY COSTS: ALL COSTS TO BE EXCLUSIVE OF VAT:**

DESIGNATION	MONTHLY SALARY (EXCL. VAT)
Cost per Operational Manager/Supervisor per month	R

SECTION B:**NOTE: BREAKDOWN OF MONTHLY COSTS: ALL COSTS TO BE EXCLUSIVE OF VAT****DRIVERS AND TRUCK ASSISTANTS: AREA NORTH**

ITEM	DESCRIPTION	(A) QUANTITY OF RESOURCE S	(B) UNIT MONTHLY COST (Excl. VAT)	(C) (C=AxB) MONTHLY COST (Excl. VAT)
Removal and disposal of refuse from informal settlements				
B	LABOUR COSTS			
(MONDAY TO THURSDAY)				
B.1	Labour Cost per Driver per month (19m3 Refuse Compactor)	4		
B.2	Labour Cost per Driver per month (4 Ton High-Rail Truck)	2		
B.3	Labour Cost per Worker per month (4 Ton High-Rail Truck)	2		
B.4	Labour Cost per Worker per month (19m3 Refuse Compactor)	16		
(FRIDAY TO SUNDAY)				
B.5	Labour Cost per Driver per month (19m3 Refuse Compactor)	4		
B.6	Labour Cost per Driver per month (4 Ton High-Rail Truck)	2		
B.7	Labour Cost per Worker per month (4 Ton High-Rail Truck)	2		
B.8	Labour Cost per Worker per month (19m3 Refuse Compactor)	16		
TOTAL MONTHLY COST FOR, DRIVERS AND TRUCK ASSISTANTS SALARIES <i>(To be inserted in Section D.4)</i>				

SECTION C:**AREA NORTH - MONTHLY REFUSE REMOVAL SERVICE VEHICLE COSTS:**

NO	Vehicle Type	Mark applicable with X		Monthly Financing charges (including hire/lease if applicable) (A)	Monthly Fuel Costs (B)	Monthly Operational Charges (Including Maintenance, Insurance, Licencing) (C)	Total Cost Per Month (Excl. Vat) (D) (A+B + C= D)
		OWN	HIRE/LEASE				
REFUSE COMPACTORS ONLY (≥ 19m³)							
1							
2							
3							
4							
TOTAL MONTHLY COST FOR REFUSE COMPACTORS (<i>To be inserted in Section D.2:</i>)							
HIGH RAIL TRUCK VEHICLES (≥ 4 TON)							
1							
2							
TOTAL MONTHLY COST FOR HIGH RAIL TRUCK VEHICLES COST (<i>To be inserted in Section D.3 :</i>)							

SECTION D:**AREA NORTH - MONTHLY OPERATIONAL COST SUMMARY**

DESCRIPTION		AMOUNT PER MONTH (EXCL.VAT)
D	OPERATIONAL COSTS EXCLUDING SALARIES	
D.1	Overheads/Miscellaneous/Administration Costs	
D.2	Cost per Operational Manager/Supervisor per month (Carried down from Section A)	
D.3	TOTAL MONTHLY COST FOR DRIVERS AND TRUCK ASSISTANTS' SALARIES (Carried down from Section B)	
D.3	19m3 Refuse Compactor: Monthly financing and operational costs Own/Hire/Lease vehicles (Carried down from Section C)	
D.4	4 Ton High-Rail Truck: Monthly financing and operational costs Own/Hire/Lease vehicles (Carried down from Section C)	
D.6	Waste Disposal Costs (R758.35) Ex. VAT per ton, as at the advertisement date in terms of Waste Management Tariff Policy.	Average Monthly Tonnage Quantity: 750
TOTAL MONTHLY OPERATIONAL COSTS (EXCL. VAT)		
E	<u>RATE PER TON: Total Monthly Operational Related Costs Divided By Average Monthly Tonnage (1218)</u>	

Tenderers must open an account or obtain disposal coupons for use at City of Cape Town (CCT) landfill sites, and all disposal costs must align with the current Solid Waste Management Tariff Policy (R758.35 per ton, excluding VAT). Tenderers must also select an alternative licensed private disposal facility (with proof of acceptance, valid licence, and authorisation) for service continuity, failing which the tender will be penalised; the Contractor must pay disposal costs upfront and claim monthly reimbursement capped at the CCT tariff rate, with any excess cost for the Contractor's account unless prior written approval is obtained; only CCT or approved licensed facilities may be used, and any non-compliance or use of unauthorised rates or facilities will result in non-payment, penalties, or the tender being deemed in breach.

Payment of Invoices: Monthly tonnage disposed of (Disposal slips to be provided) x Rate per Ton = Amount payable

Protective Clothing Schedule: Area North

The following protective clothing should be made available for this contract (per annum).

DESCRIPTION OF ITEM	QUANTITY PER ANNUM	COST PER UNIT / ITEM (EXCL.VAT)	TOTAL COST PER ITEM PER ANNUM (EXCL.VAT)
Overall (Minimum 2 per worker and 2 per driver + 10% provision for staff replacements per annum)	106	R_____	R_____
Heavy duty gloves (1 pair per worker per week + 10% provision for staff replacements per annum)	2060	R_____	R_____
Branded Reflective Bibs (Minimum 1 per worker and 1 per driver + 10% provision for staff replacements per annum)	52	R_____	R_____
Safety Shoes (Minimum 2 pair per worker and 2 pair per driver + 10% provision for staff replacements per annum)	106	R_____	R_____
Gum Boots (1 pair per worker + 10% provision for staff replacements per annum)	40	R_____	R_____
Rain Suits (Minimum 1 per worker and 1 per driver + 10% provision for staff replacements per annum)	52	R_____	R_____
TOTAL COST PER ANNUM FOR ALL PPE			R_____
TOTAL MONTHLY COSTS (Excl.VAT) = (Total Cost Per Annum divided by 12) * Cost Per Annum divided by 12) *Carried over to be included in SECTION C1*			R_____

The contractor will be required to purchase personal protective clothing at the commencement of the contract and in 13th month and submit the invoices to the CCT for reimbursement. Tenderers to note that the CCT will only reimburse the Tenderer once all personal protective clothing is purchased for all their staff, Therefore no part reimbursements will be made. Tenderers will have up to three months from the anniversary date to submit the claims. The invoice and the proof of purchase for the personal protective clothing must be submitted to the CCT. See Annexure 1.

CENTRAL: PRICING SCHEDULE**SECTION A:****NOTE: BREAKDOWN OF MONTHLY COSTS: ALL COSTS TO BE EXCLUSIVE OF VAT**

DESIGNATION	MONTHLY SALARY (EXCL. VAT)
Cost per Operational Manager/Supervisor per month	R

SECTION B:**NOTE: BREAKDOWN OF MONTHLY COSTS: ALL COSTS TO BE EXCLUSIVE OF VAT****DRIVERS AND TRUCK ASSISTANTS: AREA CENTRAL**

ITEM	DESCRIPTION	(A) QUANTITY OF RESOURCE S	(B) UNIT MONTHLY COST (Excl. VAT)	(C) (C=AxB) MONTHLY COST (Excl. VAT)
Removal and disposal of refuse from informal settlements				
B	LABOUR COSTS			
(MONDAY TO THURSDAY)				
B.1	Labour Cost per Driver per month (19m3 Refuse Compactor)	2		
B.2	Labour Cost per Driver per month (4 Ton High-Rail Truck)	2		
B.3	Labour Cost per Worker per month (4 Ton High-Rail Truck)	2		
B.4	Labour Cost per Worker per month (19m3 Refuse Compactor)	8		
(FRIDAY TO SUNDAY)				
B.5	Labour Cost per Driver per month (19m3 Refuse Compactor)	2		
B.6	Labour Cost per Driver per month (4 Ton High-Rail Truck)	2		
B.7	Labour Cost per Worker per month (4 Ton High-Rail Truck)	2		
B.8	Labour Cost per Worker per month (19m3 Refuse Compactor)	8		
TOTAL MONTHLY COST FOR, DRIVERS AND TRUCK ASSISTANTS SALARIES <i>(To be inserted in Section C.4)</i>				

SECTION B:**AREA CENTRAL - MONTHLY REFUSE REMOVAL SERVICE VEHICLE COSTS:**

NO	Vehicle Type	Mark applicable with X		Monthly Financing charges (including hire/lease if applicable) (A)	Monthly Fuel Costs (B)	Monthly Operational Charges (Including Maintenance, Insurance, Licencing) (C)	Total Cost Per Month (Excl. Vat) (D) (A+B + C= D)
		OWN	HIRE/LEASE				
REFUSE COMPACTORS ONLY (≥ 19m³)							
1							
2							
TOTAL MONTHLY COST FOR REFUSE COMPACTORS <i>(To be inserted in Section D.2:)</i>							
HIGH-RAIL TRUCK VEHICLES (≥ 4 TON)							
1							
2							
TOTAL MONTHLY COST FOR HIGH-RAIL TRUCK VEHICLES COST <i>(To be inserted in Section D.3 :)</i>							

SECTION C:**AREA CENTRAL - MONTHLY OPERATIONAL COST SUMMARY**

DESCRIPTION		AMOUNT PER MONTH (EXCL.VAT)
D	OPERATIONAL COSTS EXCLUDING SALARIES	
D.1	Overheads/Miscellaneous/Administration Costs	
D.2	Cost per Operational Manager/Supervisor per month (Carried down from Section A)	
D.3	TOTAL MONTHLY COST FOR DRIVERS AND TRUCK ASSISTANTS SALARIES (Carried down from Section B)	
D.3	19m3 Refuse Compactor: Monthly financing and operational costs Own/Hire/Lease vehicles (Carried down from Section C)	
D.4	4 Ton High-Rail Truck: Monthly financing and operational costs Own/Hire/Lease vehicles (Carried down from Section C)	
D.6	Waste Disposal Costs (R758.35) Ex. VAT per ton, as at the advertisement date in terms of Waste Management Tariff Policy.	Average Monthly Tonnage Quantity: 480
TOTAL MONTHLY OPERATIONAL COSTS (EXCL. VAT)		
E	<u>RATE PER TON: Total Monthly Operational Related Costs Divided By Average Monthly Tonnage (1286)</u>	

Tenderers must open an account or obtain disposal coupons for use at City of Cape Town (CCT) landfill sites, and all disposal costs must align with the current Solid Waste Management Tariff Policy (R758.35 per ton, excluding VAT). Tenderers must also select an alternative licensed private disposal facility (with proof of acceptance, valid licence, and authorisation) for service continuity, failing which the tender will be penalised; the Contractor must pay disposal costs upfront and claim monthly reimbursement capped at the CCT tariff rate, with any excess cost for the Contractor's account unless prior written approval is obtained; only CCT or approved licensed facilities may be used, and any non-compliance or use of unauthorised rates or facilities will result in non-payment, penalties, or the tender being deemed in breach.

Payment of Invoices: Monthly tonnage disposed of (Disposal slips to be provided) x Rate per Ton = Amount payable

Protective Clothing Schedule: Area Central

The following protective clothing should be made available for this contract (per annum).

DESCRIPTION OF ITEM	QUANTITY PER ANNUM	COST PER UNIT / ITEM (EXCL.VAT)	TOTAL COST PER ITEM PER ANNUM (EXCL.VAT)
Overall (Minimum 2 per worker and 2 per driver + 10% provision for staff replacements per annum)	62	R_____	R_____
Heavy duty gloves (1 pair per worker per week + 10% provision for staff replacements per annum)	1602	R_____	R_____
Branded Reflective Bibs (Minimum 1 per worker and 1 per driver + 10% provision for staff replacements per annum)	31	R_____	R_____
Safety Shoes (Minimum 2 pair per worker and 2 pair per driver + 10% provision for staff replacements per annum)	62	R_____	R_____
Gum Boots (1 pair per worker + 10% provision for staff replacements per annum)	22	R_____	R_____
Rain Suits (Minimum 1 per worker and 1 per driver + 10% provision for staff replacements per annum)	31	R_____	R_____
TOTAL COST PER ANNUM FOR ALL PPE			R_____
TOTAL MONTHLY COSTS (Excl.VAT) = (Total Cost Per Annum divided by 12) * Cost Per Annum divided by 12) *Carried over to be included in SECTION C1*			R_____

The contractor will be required to purchase personal protective clothing at the commencement of the contract and in 13th month and submit the invoices to the CCT for reimbursement. Tenderers to note that the CCT will only reimburse the Tenderer once all personal protective clothing is purchased for all their staff, Therefore no part reimbursements will be made. Tenderers will have up to three months from the anniversary date to submit the claims. The invoice and the proof of purchase for the personal protective clothing must be submitted to the CCT. See Annexure 1.

AREA EAST: PRICING SCHEDULE**SECTION A:****BREAKDOWN OF MONTHLY COSTS: ALL COSTS TO BE EXCLUSIVE OF VAT:**

DESIGNATION	MONTHLY SALARY (EXCL. VAT)
Cost per Operational Manager/Supervisor per month	R

SECTION B:**NOTE: BREAKDOWN OF MONTHLY COSTS: ALL COSTS TO BE EXCLUSIVE OF VAT****DRIVERS AND TRUCK ASSISTANTS: AREA EAST**

ITEM	DESCRIPTION	(A) QUANTITY OF RESOURCE S	(B) UNIT MONTHLY COST (Excl. VAT)	(C) (C=AxB) MONTHLY COST (Excl. VAT)
Removal and disposal of refuse from informal settlements				
B	LABOUR COSTS			
(MONDAY TO THURSDAY)				
B.1	Labour Cost per Driver per month (19m3 Refuse Compactor)	7		
B.2	Labour Cost per Driver per month (4 Ton High-Rail Truck)	2		
B.3	Labour Cost per Worker per month (4 Ton High-Rail Truck)	2		
B.4	Labour Cost per Worker per month (19m3 Refuse Compactor)	28		
(FRIDAY TO SUNDAY)				
B.5	Labour Cost per Driver per month (19m3 Refuse Compactor)	7		
B.6	Labour Cost per Driver per month (4 Ton High-Rail Truck)	2		
B.7	Labour Cost per Worker per month (4 Ton High-Rail Truck)	2		
B.8	Labour Cost per Worker per month (19m3 Refuse Compactor)	28		
TOTAL MONTHLY COST FOR, DRIVERS AND TRUCK ASSISTANTS SALARIES (To be inserted in Section C.4)				

SECTION C:**AREA EAST - MONTHLY REFUSE REMOVAL SERVICE VEHICLE COSTS:**

NO	Vehicle Type	Mark applicable with X		Monthly Financing charges (including hire/lease if applicable) (A)	Monthly Fuel Costs (B)	Monthly Operational Charges (Including Maintenance, Insurance, Licencing) (C)	Total Cost Per Month (Excl. Vat) (D) (A+B + C= D)
		OWN	HIRE/LEASE				
REFUSE COMPACTORS ONLY (≥ 19m³)							
1							
2							
3							
4							
5							
6							
7							
TOTAL MONTHLY COST FOR REFUSE COMPACTORS (To be inserted in Section D.2:)							
HIGH-RAIL TRUCK VEHICLES (≥ 4TON)							
1							
2							
TOTAL MONTHLY COST FOR HIGH-RAIL TRUCK VEHICLES COST (To be inserted in Section D.3 :)							

SECTION D:**AREA EAST – MONTHLY OPERATIONAL COST SUMMARY**

DESCRIPTION		AMOUNT PER MONTH (EXCL.VAT)
D	OPERATIONAL COSTS EXCLUDING SALARIES	
D.1	Overheads/Miscellaneous/Administration Costs	
D.2	Cost per Operational Manager/Supervisor per month (Carried down from Section A)	
D.3	TOTAL MONTHLY COST FOR DRIVERS AND TRUCK ASSISTANTS SALARIES (Carried down from Section B)	
D.3	19m3 Refuse Compactor: Monthly financing and operational costs Own/Hire/Lease vehicles (Carried down from Section C)	
D.4	4 Ton High-Rail Truck: Monthly financing and operational costs Own/Hire/Lease vehicles (Carried down from Section C)	
D.6	Waste Disposal Costs (R758.35) Ex. VAT per ton, as at the advertisement date in terms of Waste Management Tariff Policy.	Average Monthly Tonnage Quantity: 1600
TOTAL MONTHLY OPERATIONAL COSTS (EXCL. VAT)		
E	<u>RATE PER TON:</u> Total Monthly Operational Related Costs Divided By Average Monthly Tonnage (1767)	

Tenderers must open an account or obtain disposal coupons for use at City of Cape Town (CCT) landfill sites, and all disposal costs must align with the current Solid Waste Management Tariff Policy (R758.35 per ton, excluding VAT). Tenderers must also select an alternative licensed private disposal facility (with proof of acceptance, valid licence, and authorisation) for service continuity, failing which the tender will be penalised; the Contractor must pay disposal costs upfront and claim monthly reimbursement capped at the CCT tariff rate, with any excess cost for the Contractor's account unless prior written approval is obtained; only CCT or approved licensed facilities may be used, and any non-compliance or use of unauthorised rates or facilities will result in non-payment, penalties, or the tender being deemed in breach.

Payment of Invoices: Monthly tonnage disposed of (Disposal slips to be provided) x Rate per Ton = Amount payable

Protective Clothing Schedule: Area East

The following protective clothing should be made available for this contract (per annum).

DESCRIPTION OF ITEM	QUANTITY PER ANNUM	COST PER UNIT / ITEM (EXCL.VAT)	TOTAL COST PER ITEM PER ANNUM (EXCL.VAT)
Overall (Minimum 2 per worker and 2 per driver + 10% provision for staff replacements per annum)	172	R_____	R_____
Heavy duty gloves (1 pair per worker per week + 10% provision for staff replacements per annum)	3432	R_____	R_____
Branded Reflective Bibs (Minimum 1 per worker and 1 per driver + 10% provision for staff replacements per annum)	86	R_____	R_____
Safety Shoes (Minimum 2 pair per worker and 2 pair per driver + 10% provision for staff replacements per annum)	172	R_____	R_____
Gum Boots (1 pair per worker + 10% provision for staff replacements per annum)	66	R_____	R_____
Rain Suits (Minimum 1 per worker and 1 per driver + 10% provision for staff replacements per annum)	86	R_____	R_____
TOTAL COST PER ANNUM FOR ALL PPE			R_____
TOTAL MONTHLY COSTS (Excl.VAT) = (Total Cost Per Annum divided by 12) * Cost Per Annum divided by 12) *Carried over to be included in SECTION C1*			R_____

The contractor will be required to purchase personal protective clothing at the commencement of the contract and in 13th month and submit the invoices to the CCT for reimbursement. Tenderers to note that the CCT will only reimburse the Tenderer once all personal protective clothing is purchased for all their staff, Therefore no part reimbursements will be made. Tenderers will have up to three months from the anniversary date to submit the claims. The invoice and the proof of purchase for the personal protective clothing must be submitted to the CCT. See Annexure 1.

AREA SOUTH: PRICING SCHEDULE**SECTION A:****NOTE: BREAKDOWN OF MONTHLY COSTS: ALL COSTS TO BE EXCLUSIVE OF VAT**

DESIGNATION	MONTHLY SALARY (EXCL. VAT)
Cost per Operational Manager/Supervisor per month	R

SECTION B:**NOTE: BREAKDOWN OF MONTHLY COSTS: ALL COSTS TO BE EXCLUSIVE OF VAT****DRIVERS AND TRUCK ASSISTANTS: AREA SOUTH**

ITEM	DESCRIPTION	(A) QUANTITY OF RESOURCE S	(B) UNIT MONTHLY COST (Excl. VAT)	(C) (C=AxB) MONTHLY COST (Excl. VAT)
Removal and disposal of refuse from informal settlements				
B	LABOUR COSTS			
(MONDAY TO THURSDAY)				
B.1	Labour Cost per Driver per month (19m3 Refuse Compactor)	6		
B.2	Labour Cost per Driver per month (4 Ton High-Rail Truck)	2		
B.3	Labour Cost per Worker per month (4 Ton High-Rail Truck)	2		
B.4	Labour Cost per Worker per month (19m3 Refuse Compactor)	24		
(FRIDAY TO SUNDAY)				
B.5	Labour Cost per Driver per month (19m3 Refuse Compactor)	6		
B.6	Labour Cost per Driver per month (4 Ton High-Rail Truck)	2		
B.7	Labour Cost per Worker per month (4 Ton High-Rail Truck)	2		
B.8	Labour Cost per Worker per month (19m3 Refuse Compactor)	24		
TOTAL MONTHLY COST FOR, DRIVERS AND TRUCK ASSISTANTS SALARIES (To be inserted in Section C.4)				

SECTION C:**AREA SOUTH - MONTHLY REFUSE REMOVAL SERVICE VEHICLE COSTS:**

NO	Vehicle Type	Mark applicable with X		Monthly Financing charges (including hire/lease if applicable) (A)	Monthly Fuel Costs (B)	Monthly Operational Charges (Including Maintenance, Insurance, Licencing) (C)	Total Cost Per Month (Excl. Vat) (D) (A+B + C= D)
		OWN	HIRE/LEASE				
REFUSE COMPACTORS ONLY (≥ 19m³)							
1							
2							
3							
4							
5							
6							
TOTAL MONTHLY COST FOR REFUSE COMPACTORS <i>(To be inserted in Section D.2:)</i>							
HIGH-RAIL TRUCK VEHICLES (≥ 4 TON)							
1							
2							
TOTAL MONTHLY COST FOR LIGHT DUTY VEHICLES COST <i>(To be inserted in Section D.3 :)</i>							

SECTION D:**AREA SOUTH - MONTHLY OPERATIONAL COST SUMMARY**

DESCRIPTION		AMOUNT PER MONTH (EXCL.VAT)
D	OPERATIONAL COSTS EXCLUDING SALARIES	
D.1	Overheads/Miscellaneous/Administration Costs	
D.2	Cost per Operational Manager/Supervisor per month (Carried down from Section A)	
D.3	TOTAL MONTHLY COST FOR DRIVERS AND TRUCK ASSISTANTS SALARIES (Carried down from Section B)	
D.3	19m3 Refuse Compactor: Monthly financing and operational costs Own/Hire/Lease vehicles (Carried down from Section C)	
D.4	4 Ton High-Rail Truck: Monthly financing and operational costs Own/Hire/Lease vehicles (Carried down from Section C)	
D.6	Waste Disposal Costs (R758.35 Ex. VAT per ton, as at the advertisement date in terms of Waste Management Tariff Policy.	Average Monthly Tonnage Quantity: 1290
TOTAL MONTHLY OPERATIONAL COSTS (EXCL. VAT)		
E	<u>RATE PER TON: Total Monthly Operational Related Costs Divided By Average Monthly Tonnage (1059)</u>	

Tenderers must open an account or obtain disposal coupons for use at City of Cape Town (CCT) landfill sites, and all disposal costs must align with the current Solid Waste Management Tariff Policy (R758.35 per ton, excluding VAT). Tenderers must also select an alternative licensed private disposal facility (with proof of acceptance, valid licence, and authorisation) for service continuity, failing which the tender will be penalised; the Contractor must pay disposal costs upfront and claim monthly reimbursement capped at the CCT tariff rate, with any excess cost for the Contractor's account unless prior written approval is obtained; only CCT or approved licensed facilities may be used, and any non-compliance or use of unauthorised rates or facilities will result in non-payment, penalties, or the tender being deemed in breach.

Payment of Invoices: Monthly tonnage disposed of (Disposal slips to be provided) x Rate per Ton = Amount payable

Protective Clothing Schedule: Area South

The following protective clothing should be made available for this contract (per annum).

DESCRIPTION OF ITEM	QUANTITY PER ANNUM	COST PER UNIT / ITEM (EXCL.VAT)	TOTAL COST PER ITEM PER ANNUM (EXCL.VAT)
Overall (Minimum 2 per worker and 2 per driver + 10% provision for staff replacements per annum)	150	R_____	R_____
Heavy duty gloves (1 pair per worker per week + 10% provision for staff replacements per annum)	3890	R_____	R_____
Branded Reflective Bibs (Minimum 1 per worker and 1 per driver + 10% provision for staff replacements per annum)	75	R_____	R_____
Safety Shoes (Minimum 2 pair per worker and 2 pair per driver + 10% provision for staff replacements per annum)	150	R_____	R_____
Gum Boots (1 pair per worker + 10% provision for staff replacements per annum)	58	R_____	R_____
Rain Suits (Minimum 1 per worker and 1 per driver + 10% provision for staff replacements per annum)	75	R_____	R_____
TOTAL COST PER ANNUM FOR ALL PPE			R_____
TOTAL MONTHLY COSTS (Excl.VAT) = (Total Cost Per Annum divided by 12) *Carried over to be included in SECTION C1*			R_____

The contractor will be required to purchase personal protective clothing at the commencement of the contract and in 13th month and submit the invoices to the CCT for reimbursement. Tenderers to note that the CCT will only reimburse the Tenderer once all personal protective clothing is purchased for all their staff, Therefore no part reimbursements will be made. Tenderers will have up to three months from the anniversary date to submit the claims. The invoice and the proof of purchase for the personal protective clothing must be submitted to the CCT. See Annexure 1.

C.5 SPECIFICATION(S)

1. PURPOSE

- To provide employment opportunities to members of the public in accordance through waste management cleansing services and to provide reliable waste management cleansing services.
- To ensure that all waste management activities are undertaken in compliance with applicable legislation, including the National Environmental Management: Waste Act, 2008 (Act 59 of 2008), and aligned with the principles of the waste hierarchy.

The waste management cleansing services are required within all Informal Settlement areas. Staff will be required to work various 8-hour shifts on two schedules, one being Monday to Thursday and the other Friday to Sunday, including public holidays.

2. INTRODUCTION

This tender provides the opportunity to deliver a holistic waste management and cleansing service to informal settlements on behalf of the City of Cape Town (CCT), while utilising local labour from the areas in which they reside. Contractors must achieve defined cleanliness standards and will be monitored and scored on a weekly basis by CCT representatives, with penalties applied for non-performance in terms of the contract.

The contract includes the removal of refuse from established collection points within and adjacent to informal settlements and disposal at approved landfill sites. Collection points and waste volumes may vary over time based on operational requirements.

The waste stream is expected to include general household waste, bulky waste, and illegally dumped waste. Should hazardous waste, healthcare risk waste, or other regulated waste be identified, the Contractor must immediately notify the City's Representative and take reasonable steps to isolate and secure such waste. Such waste may only be removed and disposed of by appropriately licensed service providers in accordance with applicable legislation. Where the Contractor is not licensed, the City will issue further written instruction. Under no circumstances may hazardous or healthcare risk waste be disposed of at general waste landfill facilities.

3. DESCRIPTION OF SERVICE

3.1. The Contractor will be required to manually remove all refuse from the designated collection points/areas.

3.2. The Contractor shall remove bulky waste that can reasonably be handled manually or with standard operational equipment, including old furniture, boards, and branches. Builder's rubble and construction debris are excluded from the scope of works.

3.3. Where waste volumes are excessive or include abnormal waste types beyond normal operational capacity, the Contractor must immediately notify the City's Representative and may not proceed without written instruction.

3.4. Should contracted Truck Assistants, supervisors, or foremen encounter community unrest, protest action, or any safety threat, they must immediately evacuate personnel to a safe location and notify the City's Representative without delay.

3.5. The Contractor must implement reasonable operational communication measures to reduce service disruptions.

3.6. The Contractor must ensure:

- All waste is handled, transported, and disposed of in accordance with applicable legislation;

- No littering, spillage, or environmental contamination occurs during operations;
- Waste is not left to accumulate at collection points beyond scheduled service intervals;
- Measures are implemented to prevent windblown litter during loading and transport; and
- Any spillages resulting from operations are cleaned immediately.

3.7. The Contractor must:

- Service all scheduled collection points within the allocated service day;
- Ensure all serviced areas are left clean and free of waste;
- Rectify missed collections within 24 hours of notification or identification;
- Report overflowing containers immediately; and
- Respond to complaints within 24 hours.

Non-compliance may result in penalties as per the contract.

3.8. Where waste is collected from multiple service areas in a single load, the Contractor must apply a fair, consistent, and auditable allocation method. All reporting must be supported by weighbridge slips and reconciled monthly.

2. FREQUENCY OF THE SERVICE

The Contractor must undertake refuse removal services seven (7) days per week, structured into two schedules, namely Monday to Thursday and Friday to Sunday. The Contractor must service all designated collection points/areas, including containers and their immediate surroundings, in accordance with the approved schedule as set out in Annexures E1 to E8.

All scheduled collection points must be serviced within the allocated service day. No backlog of waste may be carried over to the following day without prior written approval from the City's Representative.

In the event of overflowing containers or increased waste volumes between scheduled service days, the Contractor must immediately notify the City's Representative and, where instructed, attend to such conditions within 24 hours.

Any missed collections must be rectified within 24 hours of identification or notification by the City.

2.1 Monday to Thursday

The Monday to Thursday service includes refuse removal from all designated collection points and surrounding areas. The Contractor must ensure that all waste is removed and that each site is left clean and orderly.

2.2 Friday to Sunday

The Friday to Sunday service must mirror the Monday to Thursday service. The Contractor must ensure sufficient staffing, equipment, and resources are available to maintain uninterrupted service delivery over this period.

3. OPERATIONAL HOURS

The standard operating hours shall be eight (8) hours per day within the timeframe of 06:30 to 18:00, unless otherwise approved by the City.

The City may adjust operational hours based on service delivery, safety, or community requirements.

Refuse collection services must operate on all public holidays, including weekends and weekdays.

4. REFUSE REMOVAL FROM IDENTIFIED COLLECTION POINTS/AREAS

- 4.1. The number and location of collection points, as well as container allocations, may be adjusted by the City from time to time in response to operational needs and settlement dynamics.
- 4.2. All informal settlements shall receive a scheduled refuse collection service as indicated in Annexures E1 to E8.
- 4.3. The door-to-door waste collection contractor will place waste into designated containers, and the Contractor must service those containers according to the approved schedule.
- 4.4. The Contractor must ensure all containers and surrounding areas are fully cleared within the allocated service day.
- 4.5. Where containers are not filled, are overfilled, or waste is deposited outside containers by the door-to-door collection contractor, the Contractor must notify the City's Representative and await instruction where necessary.
- 4.6. The Contractor shall not be held responsible for delays caused by the door-to-door collection contractor but must report all such occurrences.
- 4.7. Where service cannot be completed within the same day due to exceptional circumstances, the Contractor must notify the City and complete the service within 24 hours.
- 4.8. All serviced areas must be left clean, including removal of waste spillage, and waste must not be allowed to accumulate between service cycles to the extent that it creates environmental, health, or nuisance risks.

5. CONTRACTOR'S STAFF

- 5.1. Bidders are encouraged to source labour, including drivers where appropriate, from within the serviced areas, where feasible and in accordance with applicable labour legislation.
- 5.2. The Contractor shall ensure that key personnel are replaced, where necessary, with individuals of equal or higher qualifications and experience, subject to prior approval by the City.
- 5.3. All staff must be trained in accordance with the Occupational Health and Safety Act. Training shall include:
 - Safe handling of waste;
 - Use of personal protective equipment (PPE);
 - Hazard identification;
 - Customer relations; and
 - Applicable labour rights and obligations.
- 5.4. Training records must be maintained and made available to the City upon request.
- 5.5. No staff member may solicit or accept gifts or gratuities from the public.
- 5.6. The Contractor shall provide all required PPE, including gloves, safety footwear, reflective clothing, and any additional protective equipment required for safe operations. PPE must be worn at all times while on duty.
- 5.7. The Contractor shall ensure professional conduct of all staff and adequate supervision at all times to ensure compliance with service requirements.

6. PAYMENT AND SUPPORTING DOCUMENTATION

Payment shall be made in accordance with the City's 30-day payment policy, subject to the Contractor submitting a valid tax invoice accompanied by all required supporting documentation.

Such supporting documentation must clearly substantiate the work performed and resources utilised for the relevant billing period, and shall include, but not be limited to:

- Approved timesheets;

- Staff attendance registers;
- Plant and equipment (mechanical) utilisation records;
- Job cards or service reports signed off by the authorised City representative; and
- Any other documentation reasonably required to verify the services rendered.

Failure to submit complete and verifiable supporting documentation may result in delays in processing payment until such time that the required information is provided to the satisfaction of the City.

7. VEHICLES

7.1. Refuse compactor vehicles with a minimum capacity of 19m³ must be provided for servicing collection points and transporting waste.

7.2. High-rail vehicles with a minimum capacity of 4 tons must be utilised for confined or restricted areas.

7.3. In exceptional circumstances beyond the contractor's control, i.e. site conditions, access limitations, terrain, and waste volumes the contractor may use the 4 ton High-rail truck in which such waste may be transported to the 19m³ Refuse Compactor truck.

7.4. Vehicles must not be older than five (5) years (60 months) from the date of tender closure.

7.5. All vehicles must:

- Be licensed and roadworthy;
- Comply with the National Road Traffic Act and applicable legislation;
- Be maintained in good operational condition; and
- Prevent spillage or littering during transport.

7.6. Proof of motor vehicle licence, licence disc, and roadworthy certification must be submitted with the tender.

7.7. Where vehicles are not owned, in addition to the submission requirements of Proof of motor vehicle licence, licence disc, and roadworthy certification must be submitted with the tender. Proof of access (lease agreements or letters of intent) must be provided.

7.8. The City reserves the right, at its sole discretion, to verify any and all information provided by the Tenderer. The Tenderer warrants that all such information is true, accurate, and complete.

7.9. The City further reserves the right to assess the Tenderer's capacity, resources, and ability to deliver the required services for the full duration of the contract, including but not limited to the evaluation of any existing, pending, or prior contractual commitments that may impact the Tenderer's performance.

7.10. The Tenderer shall, upon request, provide satisfactory evidence to substantiate its capacity and availability of resources. Failure to provide such information, or the provision of false, misleading, or incomplete information, may result in disqualification, termination of contract, or any other remedies available to the City in law.

7.11. All vehicles required for the execution of the services must be fully operational, compliant with the specification, and physically available on site ("on the ground") from the commencement date of the contract (Day 1). No mobilisation, lead-in, or grace period shall be permitted unless expressly approved in writing by the City. Failure to provide the required vehicles from Day 1 shall constitute a material breach of contract.

7.12. Any vehicle replaced during the contract period shall be subject to prior written approval by the City and shall be replaced with a vehicle that is equal to or better than the originally tendered vehicle in all respects, including capacity, functionality, technical specifications, regulatory compliance, age, and condition. The Tenderer shall submit all supporting documentation, including registration, roadworthiness, licensing, and compliance certificates, for approval prior to the vehicle being deployed in service.

7.13. The Contractor must ensure uninterrupted service and provide backup vehicles to prevent disruption. Replacement vehicles must be provided within 72 hours and must meet or exceed required specifications. Breakdowns must be reported within one (1) hour to the City's Representative via telephone and email. Vehicles and drivers assigned to one service area may not be used in another area without prior written approval.

7. PERSONAL PROTECTIVE CLOTHING

The Contractor shall procure all PPE at contract commencement.

The City shall reimburse PPE costs in the 13th month upon submission of:

- Proof of purchase; and
- Supporting invoices.

No partial reimbursements will be made.

Claims must be submitted within three (3) months of the anniversary date.

8. PROVISION OF CONTRACT INFORMATION

The Contractor must on a monthly basis provide City of Cape Town with detailed information regarding the number of containers serviced and mass of each load removed by each vehicle in accordance to the schedule. All the information must be collated and captured continuously, supported by a schedule of weighbridge slips to provide the necessary statistical proof on which accurate and verified monthly payments can be based. This information must be provided to City of Cape Town's representative on a monthly basis in both electronic (Ms-Excel) and hard copy format.

9. SERVICE COMPLAINTS AND ENQUIRIES

The City of Cape Town customer contact centre will receive most of the complaints and enquiries relative to this contract. The contractor must however report remedial complaints provide mobile telephone numbers for both office hours and after hours for receiving complaints forwarded from the contact centre or to the contractor directly. Response times to complaints are to be measured and records must be kept of the date and time received and completed for each complaint.

10. DISPOSAL

Tenderers must open an account or obtain disposal coupons for use at City of Cape Town (CCT) landfill sites, and all disposal costs must align with the current Solid Waste Management Tariff Policy (R758.35 per ton, excluding VAT). Tenderers must also select an alternative licensed private disposal facility (with proof of acceptance, valid licence, and authorisation) for service continuity, failing which the tender will be penalised; the Contractor must pay disposal costs upfront and claim monthly reimbursement capped at the CCT tariff rate, with any excess cost for the Contractor's account unless prior written approval is obtained; only CCT or approved licensed facilities may be used, and any non-compliance or use of unauthorised rates or facilities will result in non-payment, penalties, or the tender being deemed in breach.

11. ACCREDITATION OF SERVICE PROVIDERS OF WASTE MANAGEMENT

The Tenderer must ensure that throughout the contract period, the company maintains the accreditation status. All appointed service providers/contractors are required to be accredited as waste management service providers in terms of the City of Cape Town Integrated Waste Management by-law. Contractors that do not comply with this requirement will not be able to provide waste management services. Accreditation must remain valid for the tenure of the contract. Should the accreditation be revoked, the defaulting proceedings will commence in terms of clause 23 of the GCC.

12. TRADE NAMES OR PROPRIETARY PRODUCTS

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words “or equivalent”.

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

13. EMPLOYMENT OF SECURITY PERSONNEL

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

14. FORMS FOR CONTRACT ADMINISTRATION

The Supplier shall complete, sign, and submit with each invoice all supporting documentation required to verify services rendered, including but not limited to:

- Approved timesheets;
- Staff attendance registers;
- Plant and equipment (mechanical) utilisation records;
- Job cards and service reports duly signed off by the authorised City representative; and
- Any other documentation reasonably required by the City for verification, compliance monitoring, and audit purposes in accordance with the Municipal Finance Management Act (MFMA) and applicable Supply Chain Management (SCM) Regulations.

The City shall be entitled to verify, inspect, and audit all such records at any time, and may withhold or suspend payment where documentation is incomplete, inaccurate, not submitted, or otherwise non-compliant.

The Supplier shall submit Monthly Project Reports detailing all labour (including subcontracted labour) engaged on the contract during the relevant month, including confirmation of compliance with applicable labour legislation and contractual obligations. The Supplier shall further provide the City’s authorised representatives, internal auditors, and/or external auditors appointed in terms of the MFMA unrestricted access for audit and verification purposes. Supporting documentation shall include:

- Employment contracts;
- Certified copies of identification documents;
- Attendance records (timesheets or registers); and
- Proof of payment (including payslips or payroll records).

Where payment is made in cash or by cheque, the Supplier shall ensure that:

- Proper written records of such payment are maintained; and
- Signed acknowledgements of receipt by the employee are obtained and submitted as proof of payment.
-

The Supplier shall ensure that all personal information is collected, processed, stored, and disclosed strictly in accordance with the Protection of Personal Information Act (POPIA), and solely for purposes of contract administration, compliance monitoring, and audit verification.

The Supplier shall further submit all required B-BBEE Sub-Contract Expenditure Reports in accordance with the applicable Preference Schedule and SCM conditions of award for monitoring subcontracting and B-BBEE

compliance. Where applicable, the Supplier shall also submit Joint Venture, consortium, or partnership expenditure reports reflecting the agreed percentage contributions of each party as submitted in the tender.

The City reserves the right, in terms of the MFMA and applicable SCM Regulations, to verify, audit, and enforce compliance with all subcontracting, B-BBEE, and contractual obligations at any time. Any material deviation, misrepresentation, or failure to comply with these requirements shall constitute a material breach of contract and may result in:

- Withholding or suspension of payments;
- Imposition of penalties (where applicable);
- Termination of the contract; and/or
- Any other remedies available to the City in law and under its SCM policies.

C.6 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 agreement.

1. Definitions

Insert new clause 1.1A with the following:

- 1.1A “Commencement Date” means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).
- 1.1B “Conditions of Contract” means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

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 agreement. 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 (chosen domicilium citandi et executandi).

Add the following after Clause 1.25:

- 1.26 ‘Supplier’ means the provider of Goods and / or Services with whom the Contract is concluded also referred to as “contractor” in the GCC.
- 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
- 1.28 “Working Day” means Monday to Friday excluding weekends and Public Holidays (in the Republic of South Africa).

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 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the 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/or Services 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 as amended from time to time. If the Purchaser 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 the 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 termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.
- 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 Purchase Order by the Purchaser and no later than the periods as set out in the Contract:
- 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, and
 - d) Other requirements as detailed in the Contract.
- 3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services 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 and/or Services 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 and/or Services 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 due 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 Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.
- 3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.

- 3.6.3 Take possession of the Goods and /or Services 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.
- 3.6.6 Grant or refuse any extension of time requested by the Supplier of the period stated in clause 10.
- 3.6.7 Inspect the Goods and/or Services 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 the 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 agreement and need not obtain the Supplier's permission to copy it 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 in terms of the agreement and the Purchaser hereby indemnifies the Supplier against any claim which may be made against it by any person / entity, 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 agreement within two (2) years of Delivery of the Goods, 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 agreement, 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 Purchaser.
 - 5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, 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 Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;
 - 5.8.3.2 not modify, add to, change or alter the Purchaser'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 Purchaser;
 - 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 Purchaser;

- 5.8.3.4 Comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the CCT Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the Supplier from time to time;
- 5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.
- 5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser 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 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following after clause 5.8:

5.9 **Protection of Personal Information Act of 2013**

By submitting a tender to the Purchaser, (and by concluding any ensuing related agreement with the City of Cape Town, if applicable), the Tenderer thereby acknowledges and unconditionally agrees:

- 5.9.1 that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;
- 5.9.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;
- 5.9.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;
- 5.9.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;
- 5.9.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and

that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

5.10 **PERFORMANCE MONITORING**

- 5.10.1 As required by section 116(2)(b) of the Local Government: Municipal Financial Management Act 56 of 2003, the CCT shall monitor the performance of the Supplier on at least a monthly basis, and the Supplier agrees to provide the CCT with its full cooperation in this regard.

7. Performance Security

Delete clause 7.1 and replace with the following:

- 7.1 **Within 14 (fourteen) days of Commencement Date, the Supplier shall furnish to the Purchaser the performance security** of the amount specified herein.

If the performance security is not submitted within the specified timeframe, the COCT reserves the right to approach the alternative tenderer.

Supplier performance security is crucial for managing risks, ensuring compliance with contractual obligations, maintaining stringent quality standards, achieving uninterrupted operational continuation.

- 7.1.1 For the Guarantee Sum being **7%** percent of the Contract price per Area.
- 7.1.2 The Performance Security/Guarantee furnished shall be issued by an Approved Financial Institution listed in the Pro Forma Performance Security/Guarantee as at 13 August 2025 (being institutions approved for issue of contract guarantees by the Purchaser).

Delete clause 7.3 and replace with the following:

- 7.3 The performance security shall be furnished strictly in accordance with the terms and conditions set out in Form of Performance Security/ Guarantee.

Delete clause 7.4 and replace with the following:

- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier strictly in accordance with the terms and conditions set out in the Performance Security/ Guarantee.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

- 8.2 If it is a bid condition that Goods and/or Services 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 Supplier 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 Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the "goods" does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.
- 10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services 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 and/or Services 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 such written 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:
- 11.2.1 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;
- 11.2.2 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;
- 11.2.3 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 Supplier's broker or the insurance company itself (see the Pro Forma Insurance Broker's Warranty).
- 11.2.4 In the case of Contracts for delivery of professional services, Professional indemnity insurance providing cover in an amount of not less than **[R5 million]** in respect of each and every claim during the contract period.]
- 11.2.5 In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the Purchaser will retain its right of recourse against the Supplier.
- 11.3 The Supplier shall be obliged to furnish the Purchaser with proof of such insurance as the Purchaser 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 Pro forma Insurance Broker's Warranty or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

- 15.2 The warranty for this Contract shall remain valid for six (6) months from date of Delivery of the Goods and/or Services.

16. Payment

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

- 16.1 Payment of invoices will be made:
- 16.1.1 Payment shall be effected within 30 (thirty) days of receipt of a valid invoice or statement from the Supplier, unless otherwise prescribed for specific categories of expenditure or in accordance with applicable policies of the Purchaser. Provided that no payment shall be due or payable unless and until all required supporting documentation has been submitted, verified, and confirmed as complete and compliant by the Purchaser.
- I. Tenderer should have sufficient cash flow for at least 60 days from commencement of contract to ensure continuity of service.
 - II. Cash Flow Statement Disclosure: The City reserves the right to request the successful bidder's Cash Flow Statement. This statement shall provide a comprehensive breakdown of sources and uses of cash during a specific period, enabling the City to gain valuable insight into the company's ability to generate cash and fulfil its financial obligations as required for the contract. This information will be crucial in assessing the bidder's financial stability and suitability for the Contract.
 - III. The City reserves the right to refrain from awarding the contract if it becomes evident that the supplier lacks financial stability. The determination of financial stability shall be at the sole discretion of the City,

based on relevant financial documents and assessments provided by the supplier. Additionally, the City may request additional information or conduct further evaluations as deemed necessary to ascertain the supplier's financial standing.

16.1.2 Notwithstanding anything contained above, the Purchaser shall not be liable for payment of any invoice that pre-dates the date of delivery of any Goods and/or Services.

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 Purchase Order, the Supplier shall only be entitled to payment for Goods and/or Services actually delivered in terms of the Specification and Drawings, or any variations thereof made in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the Purchaser.

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 Purchaser delegated authority if such was not included in the bid documents.

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

17.4 The prices for the goods and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 Contract Price Adjustment.

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 sub-contractor'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 and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are 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, the Purchaser's liability for payment shall no arise until such time as the change has been duly approved and such approval communicated to the Purchaser.

20. Subcontracts

Add the following after clause 20.1:

20.2 The Supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Supplier.

20.3 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not relieve the Supplier from any liability or obligation under the Contract.

21. Delays in the supplier's performance

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

21.2 If at any time during the performance of obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) 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 this Contract shall be deemed to prohibit the obtaining of Goods and/or Services 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 failure to service a storage container in accordance with the scheduled removals shall be R 5 000 (five thousand rand) per container not serviced.

Provided that where non-performance is directly attributable to an unforeseen vehicle breakdown, such circumstance shall not automatically exempt the Supplier from liability. The Supplier shall be required to demonstrate that:

- the breakdown was unforeseen and not due to negligence or poor maintenance;
- a compliant replacement vehicle was deployed within 72 (seventy-two) hours in accordance with the contract requirements; and
- all reasonable measures were taken to minimise service disruption.

Notwithstanding the above, a single vehicle breakdown shall not be used to justify non-performance across multiple service routes or containers. The Contract Manager shall, acting reasonably and in accordance with the principles of the MFMA and SCM policies, determine whether penalties shall be applied, reduced, waived, or escalated based on the facts, service impact, and extent of mitigation measures implemented by the Supplier.

In the event that allocated staff members are non-operational in a designated area according to the specified frequency schedule, the contractor will be subject to a penalty of R 400.42 per staff member per day.

In the event that allocated trucks are non-operational in a designated area, the contractor will incur a penalty of **R 5,000** per truck per day, as outlined in the specified frequency schedule. Upon identifying any unavailable vehicles, contractors are required to promptly notify City representatives. Replacement vehicles must be provided within 72 hours.

22.2 The Purchaser shall, without prejudice to its other remedies under the contract, deduct from amounts payable, financial penalties as contained on the Preference Schedule for 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 If the Parties, by mutual agreement, terminate the Contract.

23.8.3 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 the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).

23.8.4 Reputational risk or harm to the Purchaser

The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate the contract if the implementation of the contract may result in reputational risk or harm to the Purchaser as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the Purchaser
- d) negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; or
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.

By or in relation to the Supplier, the Contract may be terminated by the Purchaser after providing notice to the Supplier.

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 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:

26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or

26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.

26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Contract.

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 arises between the Purchaser and the Supplier in connection with or arising out of the Contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

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

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

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

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

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

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

28. Limitation of Liability

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

- (a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;
- (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 *stipulation alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.
- 28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

- 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 day delivery of delivery or the next Working Day,
 - 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

. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN 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), or included with this tender.

32.4 The VAT registration number of the CCT 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 including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

C.7 GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price, which is not included in the imported content, provided that local manufacture does take place.

- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.
- 1.24 'Services' means those functional services ancillaries 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 as 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.

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

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

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 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.
- 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.

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker’s Warranty



Letterhead of supplier’s Insurance Broker

Date _____

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 17S/2026/27

TENDER DESCRIPTION: *Removal and Disposal of Refuse from Shipping Container storage Areas in Informal Settlements.*

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 CCT 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)

Annexure B - Pro Forma Performance Security/ Guarantee

GUARANTEE PERFORMANCE SECURITY

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

"Contract Sum" means: The accepted tender amount (INCLUSIVE OF VAT) of R

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no ...and such amendments or additions to the contract as may be agreed in writing between the Parties.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
 - 3.2 Its obligation under this Guarantee/Performance Security is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the CCT the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the CCT to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the CCT to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the CCT the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:
 - 5.1 The Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and

- 5.3 *The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.*
- 6. *It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.*
- 7. *Where the Guarantor has made payment in terms of 5, the CCT shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the CCT's bank compounded monthly and calculated from the date payment was made by the Guarantor to the CCT until the date of refund.*
- 8. *Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.*
- 9. *The CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT may deem fit, and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.*
- 10. *The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.*
- 11. *This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.*
- 12. *This Guarantee/Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.*
- 13. *Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.*

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 13 August 2025) approved for issue of contract guarantees to the City:

National Banks

ABSA Bank Limited
FirstRand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

International Banks (with branches in South Africa)

Barclays Bank PLC
Citibank NA
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JPMorgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance Companies

American International Group Inc (AIG)
Bryte Insurance Company Limited
Coface SA
Compass Insurance Company Limited
Credit Guarantee Insurance Corporation of Africa Limited
Guardrisk Insurance Company Limited
Hollard Insurance Company Limited
Infiniti Insurance Limited
Lombard Insurance Company Limited
Old Mutual Alternative Risk Transfer Insure Limited (OMART Insure) (previously Mutual and Federal)
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)
Regent Insurance Company Limited
Renasa Insurance Company Limited
Santam Limited

Annexure C - Pro Forma Advance Payment Guarantee

Not Applicable

Annexure E - Container Service Schedule Inspection Sheet (For Information Purposes Only)

SHIPPING CONTAINER SERVICE SCHEDULE MONITORING FORM

Contractors company name: _____

Date of inspection: _____

Name of Informal Settlement	Is the Collection point/container empty & clear of waste?		Is all bulky waste removed?		Spillages around and inside the shipping container were cleaned	
	Yes	No	Yes	No	Yes	No

What is the container/collection point service schedule for this settlement?

<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>

Number of containers: _____ Number of collection points: _____

Has all schedules of service been complied with for the week, (Both collection point and container)? _____

Any other comments for noting and reporting: _____

Has there been any protest action/community unrest/service stoppages during the week of this report? (Yes/No) ____ if yes give detail: _____

We, hereunder, all certify that the above information is correct, noted and am aware of any problems indicated in this report

Signature of Contractor/Representative _____ Name printed _____ Date _____

Signature of Senior Foreman _____ Name printed _____ Date _____

Captured by: _____ Date: _____ Financial penalty to be imposed (Yes/No) _____

Signature of Senior Superintendent: _____

Annexure E1 – Shipping Container Service Schedule (Area 1)

Informal Settlement	Contracted Areas	GIS Areas	Senior Foreman	Dwelling Count	Total Shipping Containers	Frequency	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Comment
Kolobe Road	Area 1	South	Mughseen Karbelker	670	Pick up point	5	x	x	x	x	x			Weekend services will be schedule when and as it is needed for all the areas
Masebulele Road	Area 1	South	Mughseen Karbelker	7	Pick up point	5	x	x	x	x	x			
Masiphumele School Site	Area 1	South	Mughseen Karbelker	45	Pick up point	5	x	x	x	x	x			
Masiphumele Wetlands	Area 1	South	Mughseen Karbelker	3927	5	3	x		x		x			
Masiphumelele Tra	Area 1	South	Mughseen Karbelker	940	1	3	x		x		x			
Masonwabe Road 1	Area 1	South	Mughseen Karbelker	7	Pick up point	5	x	x	x	x	x			
Masiphumelele Ntantala Road	Area 1	South	Mughseen Karbelker	24	Pick up point	5	x	x	x	x	x			
Rasta Camp Ocean View	Area 1	South	Mughseen Karbelker	77	1	3	x		x		x			
Red Hill	Area 1	South	Mughseen Karbelker	673	4	3	x		x		x			
CATA	Area 1	South	Patrick Emery	16	Pick up point	5	x	x	x	x	x			
Imizamo Yethu / Dontseyakhe / Ymca1	Area 1	South	Patrick Emery	2339	2	3	x		x		x			
Imizamo Yethu / Hugenote	Area 1	South	Patrick Emery	2336	2	3	x		x		x			
Imizamo Yethu 2	Area 1	South	Patrick Emery	670	1	3	x		x		x			
Madiba Lane	Area 1	South	Patrick Emery	32	1	3	x		x		x			
Ymca 2	Area 1	South	Patrick Emery	552	1	3	x		x		x			
Egoli -Houtbay	Area 1	South	Patrick Emery	41	1	3	x		x		x			
Hangberg	Area 1	South	Patrick Emery	326	2	3	x		x		x			
Texas	Area 1	South	Patrick Emery	35	1	3	x		x		x			
TRA Depot Site	Area 1	South	Patrick Emery	539	1	3	x		x		x			
TRA Disa	Area 1	South	Patrick Emery	265	1	3	x		x		x			
Hangberg Rental	Area 1	South	Patrick Emery	103	Pick up point	5	x	x	x	x	x			
Hangberg Sloop 1	Area 1	South	Patrick Emery	84	Pick up point	5	x	x	x	x	x			
Hangberg Sloop 2	Area 1	South	Patrick Emery	112	Pick up point	5	x	x	x	x	x			
Masonwabe Road 2	Area 1	South	Mughseen Karbelker	22	Pick up point	5	x	x	x	x	x			
Mountain View	Area 1	South	Mughseen Karbelker	11	1	3	x		x		x			
Tra - Triangle Site	Area 1	South	Patrick Emery	0	0	3	x		x		x			
Dontsa Yakhe 2	Area 1	South	Patrick Emery	7	Pick up point	5	x	x	x	x	x			
Hangberg Invasions 2	Area 1	South	Patrick Emery	7	Pick up point	5	x	x	x	x	x			
Hangberg Invasions 3	Area 1	South	Patrick Emery	18	Pick up point	5	x	x	x	x	x			
Ovdt Property	Area 1	South	Mughseen Karbelker	35	Pick up point	5	x	x	x	x	x			
A Mlangeni Avenue	Area 1	South	Patrick Emery	23	Pick up point	5	x	x	x	x	x			

Senior Foreman Contact Details
Patrick Emery : 066 269 2753
Mugsheen Karbelker : 073 074 5888

Annexure E2 – Shipping Container Service Schedule (Area 2)

Informal Settlement	Contracted Areas	GIS Areas	Dwelling Count	Senior Foreman	Total Shipping Containers	Frequency	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Comment
7de Laan Strandfontein	Area 2	South	100	Llewellyn Letchman	1	3	x		x		x			Weekend services will be schedule when and as it is needed for all the areas
Acacia Road	Area 2	South	69	Wayne Daniels	1	3	x		x		x			
Berg Street	Area 2	South	98	Wayne Daniels	1	3	x		x		x			
Bonny Town Bush	Area 2	South	149	Wayne Daniels	1	3	x		x		x			
Canal Walk	Area 2	South	25	Wayne Daniels	1	3	x		x		x			
China Town	Area 2	South	28	Wayne Daniels	0	3	x		x		x			
City Mission - Strandfontein	Area 2	South	19	Llewellyn Letchman	1	3	x		x		x			
De Waal Road	Area 2	South	22	Wayne Daniels	1	3	x		x		x			
Egoli	Area 2	South	385	Wayne Daniels	2	3	x		x		x			
Flora Road Retreat	Area 2	South	33	Wayne Daniels	1	3	x		x		x			
Freedom Park Ottery	Area 2	South	157	Wayne Daniels	1	3	x		x		x			
Hadjie Ebrahim Crescent	Area 2	Central	77	Moegamat Titus	Pick up point	5	x	x	x	x	x			
Heights Block. 11	Area 2	South	7	Llewellyn Letchman	Pick up point	5	x	x	x	x	x			
Hood Road	Area 2	Central	11	Moegamat Titus	2	3	x		x		x			
Jabula	Area 2	South	95	Wayne Daniels	1	3	x		x		x			
Jim Se Bos	Area 2	South	585	Wayne Daniels	1	3	x		x		x			
Joe Slovo	Area 2	North	4635	Erewaan Abels	10	3	x		x		x			
Joe Slovo North	Area 2	North	199	Erewaan Abels	1	3	x		x		x			
Kampies	Area 2	South	138	Wayne Daniels	1	3	x		x		x			
Knole Park	Area 2	South	29	Wayne Daniels	1	3	x		x		x			
Koekoe Town	Area 2	North	26	Michelle Burns	1	3	x		x		x			
Lake Road Grassy Park	Area 2	South	32	Wayne Daniels	1	3	x		x		x			
Langa / Thabo Mbeki	Area 2	North	99	Erewaan Abels	Pick up point	5	x	x	x	x	x			
Langa Sportsfield	Area 2	North	20	Erewaan Abels	1	3	x		x		x			
Maitland Cemetery	Area 2	North	41	Michelle Burns	1	3	x		x		x			
Masincedane Camp	Area 2	South	127	Llewellyn Letchman	Pick up point	5	x	x	x	x	x			
Military Road Bo Kaap	Area 2	North	24	Michelle Burns	1	3	x		x		x			
Mocke Road	Area 2	South	80	Wayne Daniels	1	3	x		x		x			
Pook Se Bos	Area 2	Central	210	Moegamat Titus	1	3	x		x		x			
Riemvasmaak	Area 2	South	1175	Wayne Daniels	3	3	x		x		x			
Rondevlei	Area 2	South	29	Wayne Daniels	1	3	x		x		x			
Royal Plakkers Kamp	Area 2	North	19	Michelle Burns	1	3	x		x		x			

Siqalo	Area 2	South	3134	Llewellyn Letchman	5	3	x		x		x		
Sixth Avenue Kensington	Area 2	North	120	Michelle Burns	1	3	x		x		x		
Smallville	Area 2	South	65	Wayne Daniels	1	3	x		x		x		
Springfield Road	Area 2	South	33	Wayne Daniels	1	3	x		x		x		
Van Der Meulen Street	Area 2	North	9	Michelle Burns	1	3	x		x		x		
Village Heights	Area 2	South	595	Wayne Daniels	4	3	x		x		x		
Vrygrond Military Road	Area 2	South	100	Wayne Daniels	1	3	x		x		x		
Vrygrond Overcome Heights	Area 2	South	2221	Wayne Daniels	6	3	x		x		x		
Vygieskraal	Area 2	Central	277	Moegamat Titus	1	3	x		x		x		
Wash House Quarry / Die Kraal	Area 2	North	59	Michelle Burns	1	3	x		x		x		
Wing Field Camp	Area 2	North	16	Michelle Burns	1	3	x		x		x		
Zille Rain	Area 2	South	7	Wayne Daniels	0	3	x		x		x		
Kapteinsklip	Area 2	South	44	Moegamat Titus	2	3	x		x		x		
Engen	Area 2	South	14	Wayne Daniels	1	3	x		x		x		
Wingfield Camp 2	Area 2	North	11	Michelle Burns	1	3	x		x		x		
Wingfield Camp 3	Area 2	North	36	Michelle Burns	1	3	x		x		x		
Epping Market	Area 2	North	21	Michelle Burns	Pick up point	5	x	x	x	x	x		
Intersite Tra	Area 2	North	1087	Erewaan Abels	Pick up point	5	x	x	x	x	x		
Langa - Tra	Area 2	North	284	Erewaan Abels	Pick up point	5	x	x	x	x	x		
Wash House Quarry 2	Area 2	North	3	Michelle Burns	ed to be removed								
Stables	Area 2	North	8	Michelle Burns	Service query	3	x		x		x		
Playground	Area 2	North	158	Erewaan Abels	Pick up point	5	x	x	x	x	x		
Intersite Invasion 1	Area 2	North	886	Erewaan Abels	Pick up point	5	x	x	x	x	x		
Bennie Street Erf 3788 Langa	Area 2	North	168	Erewaan Abels	Pick up point	5	x	x	x	x	x		
Overcome Heights Extension	Area 2	South	138	Wayne Daniels	Pick up point	5	x	x	x	x	x		
Overcome Heights Extension 2	Area 2	South	42	Wayne Daniels	Pick up point	5	x	x	x	x	x		
Ida - Freedom Park- Ottery	Area 2	South	20	Wayne Daniels	Pick up point	5	x	x	x	x	x		
Main Road -Observatory	Area 2	North	20	Michelle Burns	Service query	3	x		x		x		
Slangetjebos	Area 2	South	960	Wayne Daniels	Pick up point	5	x	x	x	x	x		

Senior Foreman Contact Details
Llewellyn Letchman 067 888 5757
Wayne Daniels : 081 553 0274
Moegamat Titus :071 673 17766

Annexure E3 – Shipping Container Service Schedule (Area 3)

Informal Settlement	Contracted Areas	GIS Areas	Dwelling Count	Senior Foreman	Total Shipping Containers	Frequency	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Comment
Better Life - Du Noon	Area 3	North	40	Khayaletu Baba	1	3	x		x		x			Weekend services will be schedule when and as it is needed for all the areas
Doombach	Area 3	North	5462	Khayaletu Baba	8	3	x		x		x			
Du Noon Business Site	Area 3	North	183	Khayaletu Baba	1	3	x		x		x			
Du Noon Holding Site 1	Area 3	North	96	Khayaletu Baba	Pick up point	5	x	x	x	x	x			
Du Noon Holding Site 2	Area 3	North	156	Khayaletu Baba	1	3	x		x		x			
Du Noon Holding Site 3	Area 3	North	149	Khayaletu Baba	1	3	x		x		x			
Du Noon School Site	Area 3	North	1121	Khayaletu Baba	1	3	x		x		x			
Du Noon Tra	Area 3	North	563	Khayaletu Baba	1	3	x		x		x			
Dumani Street	Area 3	North	59	Khayaletu Baba	Pick up point	5	x	x	x	x	x			
Ekuphumleni - Du Noon 1	Area 3	North	2397	Khayaletu Baba	1	3	x		x		x			
Ekuphumleni - Du Noon 2	Area 3	North	204	Khayaletu Baba	1	3	x		x		x			
Ekuphumleni - Du Noon 3	Area 3	North	188	Khayaletu Baba	Pick up point	5	x	x	x	x	x			
Ezulwini	Area 3	North	17	Khayaletu Baba	Pick up point	5	x	x	x	x	x			
Ithembeni 2	Area 3	North	266	Khayaletu Baba	Pick up point	5	x	x	x	x	x			
New Rest - Du Noon Tra	Area 3	North	111	Khayaletu Baba	1	3	x		x		x			
Robben Island	Area 3	North	75	Khayaletu Baba	Pick up point	5	x	x	x	x	x			
Sinithemba	Area 3	North	87	Khayaletu Baba	Pick up point	5	x	x	x	x	x			
Siyahlala	Area 3	North	2010	Khayaletu Baba	4	3	x		x		x			
Du Noon Small Farmers	Area 3	North	113	Khayaletu Baba	Pick up point	5	x	x	x	x	x			
Ekupholweni	Area 3	North	855	Khayaletu Baba	Pick up point	5	x	x	x	x	x			
Siyabangena	Area 3	North	646	Khayaletu Baba	Pick up point	5	x	x	x	x	x			
Eloxulweni	Area 3	North	1440	Khayaletu Baba	Pick up point	5	x	x	x	x	x			
Siyahlala Rail	Area 3	North	81	khayaletu Baba	Pick up point	5	x	x	x	x	x			
Newlands 2	Area 3	North	939	khayaletu Baba	Pick up point	5	x	x	x	x	x			
Zwe Zwe - Du Noon	Area 3	North	1449	khayaletu Baba	Pick up point	5	x	x	x	x	x			
Newlands 1	Area 3	North	939	khayaletu Baba	Pick up point	5	x	x	x	x	x			
Mnandi Road	Area 3	North	18	khayaletu Baba	Pick up point	5	x	x	x	x	x			
Endlovini	Area 3	North	211	khayaletu Baba	Pick up point	5	x	x	x	x	x			
Riverside	Area 3	North	108	khayaletu Baba	Pick up point	5	x	x	x	x	x			

Annexure E4 – Shipping Container Service Schedule (Area 4)

Informal Settlements	Contracted Areas	GIS Areas	Dwelling Count	Snr Foreman	Total Shipping Containers	Frequency	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Comment
Barcelona / Europe / Yukuzenzele	Area 4	Central	13116	Richard Coetzee	15	3	x		x		x			Weekend services will be schedule when and as it is needed for all the areas
Bongolwethu Street	Area 4	South	12	Mandla Dulazi	Pick up point	5	x	x	x	x	x			
Boys Town	Area 4	Central	1497	Mandla Dulazi	2	3	x		x		x			
Butter 50	Area 4	Central	125	Vuyani Damane	1	3	x		x		x			
City Mission - Crossroads	Area 4	South	156	Mandla Dulazi	2	3	x		x		x			
Crossroads 13/14/15	Area 4	South	77	Mandla Dulazi	Pick up point	5	x	x	x	x	x			
Crossroads 16	Area 4	South	61	Mandla Dulazi	1	3	x		x		x			
Crossroads 18/19	Area 4	South	185	Mandla Dulazi	1	3	x		x		x			
Crossroads 4	Area 4	South	30	Mandla Dulazi	Pick up point	5	x	x	x	x	x			
Dike Square	Area 4	Central	31	Vuyani Damane	1	3	x		x		x			
E Mjobo Street	Area 4	Central	24	Mandla Dulazi	Pick up point	5	x	x	x	x	x			
Febhana	Area 4	Central	84	Vuyani Damane	Pick up point	5	x	x	x	x	x			
Gqobasi	Area 4	South	408	Mandla Dulazi	Pick up point	5	x	x	x	x	x			
Gwayi Road / Crossroad 8	Area 4	South	18	Mandla Dulazi	Pick up point	5	x	x	x	x	x			
Gwayi Road 1/ Cross Roads	Area 4	South	31	Mandla Dulazi	Pick up point	5	x	x	x	x	x			
Gwayi Road 3/ Crossroads 10	Area 4	South	36	Mandla Dulazi	1	3	x		x		x			
Gxagxa	Area 4	Central	109	Llewellyn Letchman	1	3	x		x		x			
Hlazo	Area 4	Central	13	Mandla Dulazi	1	3	x		x		x			
Inkululeko Road	Area 4	South	13	Mandla Dulazi	Pick up point	5	x	x	x	x	x			
Kanana	Area 4	Central	4007	Richard Coetzee	4	3	x		x		x			
Klipfontein Glebe	Area 4	South	2862	Mandla Dulazi	4	3	x		x		x			
Ktc	Area 4	Central	2076	Mandla Dulazi	2	3	x		x		x			
Ktc Training Camp	Area 4	Central	81	Mandla Dulazi	Pick up point	5	x	x	x	x	x			
Lotus Park	Area 4	Central	1854	Llewellyn Letchman	3	3	x		x		x			
Lusaka	Area 4	South	860	Vuyani Damane	1	3	x		x		x			
Lusaka Infils 1	Area 4	Central	30	Vuyani Damane	1	3	x		x		x			
Lusaka Infils 2	Area 4	Central	62	Vuyani Damane	Pick up point	5	x	x	x	x	x			
Lusaka Infils 3	Area 4	Central	28	Vuyani Damane	1	3	x		x		x			
Mashlungi	Area 4	Central	88	Llewellyn Letchman	1	3	x		x		x			
Mbambo Street 12	Area 4	Central	35	Mandla Dulazi	Pick up point	5	x	x	x	x	x			
Mgqwashu Square	Area 4	Central	28	Vuyani Damane	1	3	x		x		x			
Miller Street	Area 4	Central	51	Vuyani Damane	Pick up point	5	x	x	x	x	x			
Millers Camp	Area 4	Central	6	Vuyani Damane	Pick up point	5	x	x	x	x	x			
Mkonto Square	Area 4	Central	451	Vuyani Damane	2	3	x		x		x			
Mpetha Square	Area 4	Central	167	Vuyani Damane	1	3	x		x		x			
New Rest 2	Area 4	Central	14	Llewellyn Letchman	1	3	x		x		x			
New Rest Extension	Area 4	Central	23	Richard Coetzee	1	3	x		x		x			
Ngesi Crescent 1	Area 4	South	37	Mandla Dulazi	Pick up point	5	x	x	x	x	x			
Ngesi Crescent 2	Area 4	South	14	Mandla Dulazi	Pick up point	5	x	x	x	x	x			
Nongawe	Area 4	Central	29	Vuyani Damane	Pick up point	5	x	x	x	x	x			

Nyanga 13563	Area 4	Central	30	Mandla Dulazi	Pick up point	5	x	x	x	x	x		
Nyanga Great Dutch	Area 4	Central	101	Mandla Dulazi	Pick up point	5	x	x	x	x	x		
Nyanga B Longo Road	Area 4	Central	56	Mandla Dulazi	Pick up point	5	x	x	x	x	x		
Nyanga Tsamana Street	Area 4	Central	35	Mandla Dulazi	Pick up point	5	x	x	x	x	x		
Nyanga Z Memani Road	Area 4	Central	28	Mandla Dulazi	Pick up point	5	x	x	x	x	x		
Open Space: Mahobe Circle	Area 4	Central	42	Vuyani Damane	Pick up point	5	x	x	x	x	x		
Open Space: Ntlangano Crescent	Area 4	Central	13	Vuyani Damane	Pick up point	5	x	x	x	x	x		
Phola Park - Gugulethu	Area 4	Central	913	Llewellyn Letchman	1	3	x		x		x		
Sakhile	Area 4	Central	60	Llewellyn Letchman	Pick up point	5	x	x	x	x	x		
Sihlanu Avenue	Area 4	Central	11	Vuyani Damane	1	3	x		x		x		
Siphika Street	Area 4	Central	15	Vuyani Damane	Pick up point	5	x	x	x	x	x		
Sithathu Avenue	Area 4	Central	47	Vuyani Damane	Pick up point	5	x	x	x	x	x		
Sonwabile Road 1	Area 4	South	133	Mandla Dulazi	1	3	x		x		x		
Sonwabile Road 2	Area 4	South	25	Mandla Dulazi	Pick up point	5	x	x	x	x	x		
Sonwabile Road 3	Area 4	South	29	Mandla Dulazi	Pick up point	5	x	x	x	x	x		
Stulo Road 1	Area 4	South	96	Mandla Dulazi	1	3	x		x		x		
Stulo Road 2	Area 4	South	22	Mandla Dulazi	Pick up point	5	x	x	x	x	x		
Stulo Road 4	Area 4	South	54	Mandla Dulazi	Pick up point	5	x	x	x	x	x		
Stulo Road 5	Area 4	South	5	Mandla Dulazi	Pick up point	5	x	x	x	x	x		
Stulo Road 6	Area 4	South	32	Mandla Dulazi	Pick up point	5	x	x	x	x	x		
Terminus Street	Area 4	Central	20	Mandla Dulazi	Pick up point	5	x	x	x	x	x		
Thabo Mbeki East/west	Area 4	South	1513	Mandla Dulazi	4	3	x		x		x		
Waterfront	Area 4	Central	702	Llewellyn Letchman	1	3	x		x		x		
Zwelitsha Drive	Area 4	Central	163	Vuyani Damane	1	3	x		x		x		
Marikana	Area 4	South	10373	Mandla Dulazi	17	3	x		x		x		
Mangaung	Area 4	Central	397	Eugene Gabriels	1	3	x		x		x		
Bonga Street	Area 4	Central	12	Llewellyn Letchman	Pick up point	5	x	x	x	x	x		
Continua Street	Area 4	Central	36	Llewellyn Letchman	1	3	x		x		x		
Dlamsha Street	Area 4	Central	50	Vuyani Damane	Pick up point	5	x	x	x	x	x		
Iqwarhashe Street	Area 4	Central	44	Llewellyn Letchman	1	3	x		x		x		
Ldike Street	Area 4	Central	19	Mandla Dulazi	Pick up point	5	x	x	x	x	x		
Millers Camp 1	Area 4	Central	9	Vuyani Damane	Pick up point	5	x	x	x	x	x		
Sikonanathi	Area 4	Central	123	Llewellyn Letchman	1	3	x		x		x		
Siyangena - Guguletu	Area 4	Central	244	Llewellyn Letchman	Pick up point	5	x	x	x	x	x		
Cathkin Village	Area 4	South	90	Moegamat Titus	Pick up point	5	x	x	x	x	x		
Lotus Park Extention	Area 4	Central	198	Llewellyn Letchman	Pick up point	5	x	x	x	x	x		

Senior Foreman Contact Details
Llewellyn Letchman 067 888 5757
Mandla Dulazi : 078 108 6616
Vuyani Damane: 071 790 8193
Richard Coetzee:061 451 1551

Annexure E5 – Shipping Container Service Schedule (Area 5)

Informal Settlements	Contracted Area	GIS Areas	Dwelling Count	Snr Foreman	Total Shipping	Frequency	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Comment
Amy Biehl	Area 5	South	424	Eugene Gabriels	1	3	x		x		x			Weekend services will be schedule when and as it is needed for all the areas
Area K	Area 5	South	790	Eugene Gabriels	2	3	x		x		x			
Electrical Servitude - Philippi	Area 5	South	185	Eugene Gabriels	1	3	x		x		x			
Graveyard - Philippi	Area 5	South	346	Eugene Gabriels	1	3	x		x		x			
Graveyard Pond	Area 5	South	656	Eugene Gabriels	1	3	x		x		x			
Kansite	Area 5	South	108	Eugene Gabriels	1	3	x		x		x			
Marcus Garvey	Area 5	South	654	Eugene Gabriels	1	3	x		x		x			
Mpangele Street	Area 5	South	14	Eugene Gabriels	Pick up point	5	x	x	x	x	x			
Philippi Site	Area 5	South	31	Eugene Gabriels	Pick up point	5	x	x	x	x	x			
Phillipi Ezhingwini	Area 5	South	104	Eugene Gabriels	1	3	x		x		x			
Phola Park Philippi	Area 5	South	1038	Eugene Gabriels	2	3	x		x		x			
Sagoloda Street 1	Area 5	South	60	Eugene Gabriels	Pick up point	5	x	x	x	x	x			
Sagoloda Street 2	Area 5	South	64	Eugene Gabriels	1	3	x		x		x			
Sagwityi Street	Area 5	South	41	Eugene Gabriels	Pick up point	5	x	x	x	x	x			
Sheffield Road	Area 5	South	577	Eugene Gabriels	1	3	x		x		x			
Small Sbdc	Area 5	South	75	Eugene Gabriels	Pick up point	5	x	x	x	x	x			
Tando Store	Area 5	South	26	Eugene Gabriels	Pick up point	5	x	x	x	x	x			
Bristol Road	Area 5	South	68	Eugene Gabriels	Pick up point	5	x	x	x	x	x			
Siyangena - Philippi	Area 5	South	814	Eugene Gabriels	Pick up point	5	x	x	x	x	x			
Boipatong Street	Area 5	South	8	Moegamat Titus	Pick up point	5	x	x	x	x	x			
Galaweni Road	Area 5	South	44	Moegamat Titus	Pick up point	5	x	x	x	x	x			
Heinz Park 1	Area 5	South	35	Moegamat Titus	1	3	x		x		x			
Heinz Park 2	Area 5	South	163	Moegamat Titus	Pick up point	5	x	x	x	x	x			
Heinz Park 3	Area 5	South	47	Moegamat Titus	Pick up point	5	x	x	x	x	x			
Heinz Park 4	Area 5	South	36	Moegamat Titus	Pick up point	5	x	x	x	x	x			
Heinz Park 5	Area 5	South	67	Moegamat Titus	1	3	x		x		x			
Jameson Mngomezulu Road	Area 5	South	35	Moegamat Titus	Pick up point	5	x	x	x	x	x			
Kosovo	Area 5	South	6574	Moegamat Titus	4	3	x		x		x			
Kwaplayithi	Area 5	South	206	Moegamat Titus	1	3	x		x		x			
Letsatsi Mosala Street	Area 5	South	238	Moegamat Titus	Pick up point	5	x	x	x	x	x			
Lillian Ngoyi Drive	Area 5	South	20	Moegamat Titus	Pick up point	5	x	x	x	x	x			
Oliver Tambo Avenue	Area 5	South	40	Moegamat Titus	Pick up point	5	x	x	x	x	x			
Philippi Iraq	Area 5	South	110	Moegamat Titus	Pick up point	5	x	x	x	x	x			
Philippi New Look	Area 5	South	44	Moegamat Titus	Pick up point	5	x	x	x	x	x			
Phillipi 6810	Area 5	South	138	Moegamat Titus	Pick up point	5	x	x	x	x	x			
Phillipi Duma Nokwe	Area 5	South	106	Moegamat Titus	Pick up point	5	x	x	x	x	x			
Samora Machel	Area 5	South	169	Moegamat Titus	Pick up point	5	x	x	x	x	x			
Tembisa	Area 5	South	20	Moegamat Titus	1	3	x		x		x			
Tshwane	Area 5	South	53	Moegamat Titus	1	3	x		x		x			
Vuyisile Mini Street	Area 5	South	21	Moegamat Titus	1	3	x		x		x			
Zola	Area 5	South	29	Moegamat Titus	Pick up point	5	x	x	x	x	x			
Chris Hani- Samora	Area 5	South	22	Moegamat Titus	1	3	x		x		x			
Douglas Mfacu Road	Area 5	South	59	Moegamat Titus	1	3	x		x		x			

Project Name	Area	South	SS	Project Name	1	2	3	4	5	6	7	8	9	10
Duma Nokwe	Area 5	South	36	Moegamat Titus	Pick up point	5	x	x	x	x	x			
Helen Joseph Road	Area 5	South	26	Moegamat Titus	Pick up point	5	x	x	x	x	x			
Weltevreden Sports Ground	Area 5	South	42	Moegamat Titus	Pick up point	5	x	x	x	x	x			
Dimbaza Road	Area 5	South	48	Llewellyn Letchman	1	3	x		x		x			
Emanzini	Area 5	South	123	Llewellyn Letchman	1	3	x		x		x			
Ezitaxini	Area 5	South	50	Llewellyn Letchman	1	3	x		x		x			
Monwood	Area 5	South	10898	Llewellyn Letchman	9	3	x		x		x			
Sweet Home	Area 5	South	5744	Llewellyn Letchman	6	3	x		x		x			
Clive Street	Area 5	South	414	Llewellyn Letchman	1	3	x		x		x			
Ramaphosa Village	Area 5	South	4651	Llewellyn Letchman	2	3	x		x		x			
Seskona	Area 5	South	525	Mandla Dulazi		3	x		x		x			
Winnie Madikizela	Area 5	South	1290	Mandla Dulazi	3	3	x		x		x			
Block 8 - Open Space	Area 5	South	104	Mkhuseli Chula	Pick up point	5	x	x	x		x			
Block 8 - School Site	Area 5	South	423	Mkhuseli Chula	1	3	x		x		x			
Bongolethu	Area 5	South	598	Mkhuseli Chula	1	3	x		x		x			
Browns Farm 5	Area 5	South	32	Mkhuseli Chula	Pick up point	5	x	x	x		x			
Browns Farm 6	Area 5	South	35	Mkhuseli Chula	Pick up point	5	x	x	x		x			
Browns Farm Xhwithinja	Area 5	South	54	Mkhuseli Chula	Pick up point	5	x	x	x		x			
Cuba Site	Area 5	South	66	Mkhuseli Chula	Pick up point	5	x	x	x		x			
Diya	Area 5	South	34	Mkhuseli Chula	Pick up point	5	x	x	x		x			
Dontsa Square	Area 5	South	19	Mkhuseli Chula	Pick up point	5	x	x	x		x			
Dyushu	Area 5	South	127	Mkhuseli Chula	Pick up point	5	x	x	x		x			
Gxakagxaka	Area 5	South	23	Mkhuseli Chula	Pick up point	5	x	x	x		x			
Harry Gwala Landsdowne Road	Area 5	South	717	Mkhuseli Chula	1	3	x		x		x			
Ingulube	Area 5	South	174	Mkhuseli Chula	2	3	x		x		x			
Link Road School Site	Area 5	South	827	Mkhuseli Chula	1	3	x		x		x			
Ndabakazi Road	Area 5	South	27	Mkhuseli Chula	Pick up point	5	x	x	x		x			
Ngulube	Area 5	South	36	Mkhuseli Chula	Pick up point	5	x	x	x		x			
Nobanda	Area 5	South	48	Mkhuseli Chula	Pick up point	5	x	x	x		x			
Phantsikocingo / Browns Farm 11252	Area 5	South	680	Mkhuseli Chula	1	3	x		x		x			
Open Space - Browns Farm	Area 5	South	118	Mkhuseli Chula	Pick up point	5	x	x	x		x			
Singolamthi Street	Area 5	South	40	Mkhuseli Chula	Pick up point	5	x	x	x		x			
Or Tambo: Kosovo	Area 5	South	23	Moegamat Titus	Pick up point	5	x	x	x		x			
Malema	Area 5	South	4725	Moegamat Titus	Pick up point	5	x	x	x		x			
Malema 1	Area 5	South	547	Llewellyn Letchman	Pick up point	5	x	x	x		x			
Heinz Park 6	Area 5	South	481	Moegamat Titus	Pick up point	5	x	x	x		x			
Malema 6	Area 5	South	543	Llewellyn Letchman	Pick up point	5	x	x	x		x			
Sweet Home: Ida	Area 5	South	83	Llewellyn Letchman	Pick up point	5	x	x	x		x			
Siyangena - Philippi Pond	Area 5	South	117	Eugene Gabriels	1	3	x		x		x			
Gabon	Area 5	South	21	Mkhuseli Chula	Pick up point	5	x	x	x		x			
Gangqeni Street	Area 5	South	8	Mkhuseli Chula	Pick up point	5	x	x	x		x			
Prasa Invasion Area 1	Area 5	South	453	Llewellyn Letchman	Pick up point	5	x	x	x		x			

Senior Foreman Contact Details
Llewellyn Letchman :067 888 5757
Moegamat Titus :071 673 17766
Eugene Gabriels :071 370 9521
Mkhuseli Chula:073 707 2732

Annexure E6 – Shipping Container Service Schedule (Area 6)

Informal Settlements	Contracted Area	GIS Area	Dwelling Count	Snr Foreman	Total Shipping	Frequency	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Comment
Agste Laan - Valhalla Park	Area 6	Central	693	Erewaan Abels	5	3	x		x		x			
Appelboard (ravensmead)	Area 6	Central	25	Erewaan Abels	1	3	x		x		x			
Avondale	Area 6	Central	16	Erewaan Abels	1	3	x		x		x			
Boesak Road	Area 6	North	33	Samuel Jacobs	1	3	x		x		x			
Bohlo Bohlo	Area 6	East	33	Eugene Mama	1	3	x		x		x			
Burundi - Mfuleni	Area 6	East	2466	Eugene Mama	1	3	x		x		x			
Diep Street: Open Space	Area 6	East	7	Eugene Mama		3	x		x		x			
Emseleni	Area 6	East	1592	Eugene Mama	1	3	x		x		x			
Esantini	Area 6	East	50	Eugene Mama	1	3	x		x		x			
Fisantekraal	Area 6	North	2680	Samuel Jacobs	7	3	x		x		x			
Freedom Park Airport	Area 6	Central	1043	Erewaan Abels	2	3	x		x		x			
Gamka Street / Balelibomvu	Area 6	East	49	Eugene Mama	1	3	x		x		x			
Garden Cities - Mfuleni	Area 6	East	876	Eugene Mama	1	3	x		x		x			
Gaza Leonsdale	Area 6	Central	138	Erewaan Abels	2	3	x		x		x			
Goliath	Area 6	North	107	Samuel Jacobs	7	3	x		x		x			
Green Park	Area 6	East	2708	Eugene Mama	1	3	x		x		x			
Happy Valley	Area 6	East	9	Eugene Mama	1	3	x		x		x			
Iligwa Street	Area 6	East	102	Eugene Mama	1	3	x		x		x			
Itsitsa Street	Area 6	East	9	Eugene Mama	1	3	x		x		x			
Klipheuwel	Area 6	North	1111	Samuel Jacobs	2	3	x		x		x			
Los Angeles	Area 6	East	534	Eugene Mama	1	3	x		x		x			
M Baba Street	Area 6	East	62	Eugene Mama	1	3	x		x		x			
Malawi	Area 6	Central	341	Erewaan Abels	3	3	x		x		x			
Nykatisha	Area 6	East	285	Eugene Mama	1	3	x		x		x			
O Nqubelani Street	Area 6	East	22	Eugene Mama	Pick up Point	5	x	x	x	x	x			
Phola Park Mfuleni	Area 6	East	854	Eugene Mama	2	3	x		x		x			
Pieterse Road	Area 6	North	40	Samuel Jacobs	Pick up Point	5	x	x	x	x	x			
Rietpoel	Area 6	East	20	Eugene Mama	1	3	x		x		x			
Sewende Laan - Valhalla Park	Area 6	Central	137	Erewaan Abels	1	3	x		x		x			
Shukushuma - Mfuleni 1/2	Area 6	East	715	Eugene Mama	3	3	x		x		x			
Sophakama, Driftsands	Area 6	East	429	Eugene Mama	Pick up Point	5	x	x	x	x	x			
Strong Yard / Constantia	Area 6	East	129	Eugene Mama	1	3	x		x		x			
Sunbird Park	Area 6	East	1489	Eugene Mama	3	3	x		x		x			
Sweet Lips	Area 6	Central	23	Erewaan Abels	1	3	x		x		x			
Swelleni Street	Area 6	North	369	Samuel Jacobs	1	3	x		x		x			
Symphony Way	Area 6	Central	102	Eugene Gabriels	1	3	x		x		x			

T Tokwana Street 1	Area 6	East	60	Eugene Mama	Pick up Point	5	x	x	x	x	x		
T Tokwana Street 2	Area 6	East	60	Eugene Mama	Pick up Point	5	x	x	x	x	x		
Tsunami Tra	Area 6	Central	2321	Eugene Gabriels	6	3	x		x		x		
Umbashe Street 1	Area 6	East	253	Eugene Mama	1	3	x		x		x		
Umbashe Street 2	Area 6	East	8	Eugene Mama	Pick up Point	5	x	x	x	x	x		
Valangentabo Street	Area 6	East	20	Eugene Mama	1	3	x		x		x		
Wallacedene 14 / 4 In 1	Area 6	North	149	Samuel Jacobs	Pick up Point	x	x	x	x	x	x		
Wallacedene Tra	Area 6	North	1414	Samuel Jacobs	3	3	x		x		x		
William/ Dorris Street	Area 6	North	71	Samuel Jacobs	Pick up Point	5	x	x	x	x	x		
Coffee Crescent	Area 6	North	20	Samuel Jacobs	1	3	x		x		x		
Erf 20 - Wallacedene	Area 6	North	1592	Samuel Jacobs	3	3	x		x		x		
Erf 10517-Palm Street	Area 6	Central	1968	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Erf 10667-Suburban	Area 6	Central	19	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Erf 13484 LaHey Street	Area 6	North	17	Samuel Jacobs	Pick up Point	5	x	x	x	x	x		
Erf 14444	Area 6	North	50	Samuel Jacobs	Pick up Point	5	x	x	x	x	x		
Erf 152736	Area 6	North	46	Christie Filander		3	x		x		x		
Erf 9781-Palm Street	Area 6	Central	38	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Eskom Servitude Erf 22603-RE - Wallacedene	Area 6	North	109	Samuel Jacobs	1	3	x		x		x		
Eskom Servitude Erf 22883 - Wallacedene	Area 6	North	103	Christie Filander		3	x		x		x		
Eskom Servitude Erf 30511 - Wallacedene	Area 6	North	145	Christie Filander		3	x		x		x		
Henzikile	Area 6	North	54	Christie Filander		3	x		x		x		
Kamassie Street	Area 6	central	24	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Laboheme Avenue	Area 6	North	13	Samuel Jacobs	Pick up Point	5	x	x	x	x	x		
Londa Street Erf 13044	Area 6	North	19	Samuel Jacobs	Pick up Point	5	x	x	x	x	x		
Mahlangu Park-Erf36128	Area 6	North	104	Samuel Jacobs	1	3	x	x	x	x	x		
Marikana - Erf 29400 & 29401 (Phase7)	Area 6	North	219	Christie Filander		3	x	x	x	x	x		
Masakhane - Erf 26556 (Phase9)	Area 6	North	117	Samuel Jacobs	Pick up Point	5	x	x	x	x	x		
Masaleni Crescent	Area 6	North	38	Samuel Jacobs	Pick up Point	5	x	x	x	x	x		
Mayonga Crescent	Area 6	North	25	Samuel Jacobs	Pick up Point	5	x	x	x	x	x		
Miles Section 2-Erf 13374	Area 6	North	38	Samuel Jacobs	Pick up Point	5	x	x	x	x	x		
Mzamo Omhle-Erf24388	Area 6	East	289	Eugene Mama	1	3	x		x		x		
Nkandla-Fairdale Erf 23971	Area 6	East	13	Eugene Mama	Pick up Point	5	x	x	x	x	x		
Ntongana Road Erf 11970	Area 6	East	40	Samuel Jacobs	Pick up Point	5	x	x	x	x	x		
Ntongana Road Erf 12155	Area 6	East	37	Samuel Jacobs	Pick up Point	5	x	x	x	x	x		
O Nqubelani Street 2	Area 6	East	14	Eugene Mama	Pick up Point	5	x	x	x	x	x		
Parliament Street-Erf 28088	Area 6	East	56	Eugene Mama	Pick up Point	5	x	x	x	x	x		
Phase7-ERF 29366(SchoolGrounds)	Area 6	North	178	Christie Filander		3	x		x		x		
Sam Nnjakozela Avenue	Area 6	North	11	Christie Filander		3	x		x		x		
Simanga Street 2	Area 6	North	11	Christie Filander		3	x		x		x		
Siqalo (NexttoHectorPietersenSchool-Erf14227)	Area 6	North	97	Christie Filander		3	x		x		x		
Skhobongela Street & Buso Crescent	Area 6	Central	28	Samuel Jacobs	Pick up Point	5	x	x	x	x	x		
Skhobongela Street & Nobongile Crescent	Area 6	Central	14	Samuel Jacobs	Pick up Point	5	x	x	x	x	x		

Skiet Crescent Erf 12136	Area 6	Central	20	Samuel Jacobs	Pick up Point	5	x	x	x	x	x		
Skiet Crescent Erf 12145	Area 6	Central	37	Samuel Jacobs	Pick up Point	5	x	x	x	x	x		
Sondela	Area 6	East	636	Eugene Mama	Pick up Point	5	x	x	x	x	x		
St John's - Erf 14068	Area 6	North	98	Christie Filander		3	x		x		x		
Swelleni Crescent ERF 13211	Area 6	North	40	Samuel Jacobs	Pick up Point	5	x	x	x	x	x		
The 19's	Area 6	North	371	Christie Filander		3	x		x		x		
Wallacedene 2	Area 6	North	10	Christie Filander		3	x		x		x		
Winnie Madikizela - Delft	Area 6	Central	3408	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Ikrikethi Street	Area 6	Central	37	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Leiden Avenue	Area 6	Central	878	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Diep Crescent	Area 6	Central	189	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Maybrook Street	Area 6	Central	7	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Apricot Street	Area 6	Central	20	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Pear Way 1	Area 6	Central	46	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Pear Way 2	Area 6	Central	65	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Mountainash Way	Area 6	Central	68	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Tulip Way	Area 6	Central	51	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Elderberry Street	Area 6	Central	64	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Devilwood Crescent	Area 6	Central	35	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Wingnut Street 1	Area 6	Central	164	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Smoketree Crescent	Area 6	Central	30	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Madelief Road	Area 6	Central	72	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Drysdale Street	Area 6	Central	190	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Ivvoorhof Road	Area 6	Central	207	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Okkerneut Street	Area 6	Central	47	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Mingerhout Street	Area 6	Central	24	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Wingnut Street 2	Area 6	Central	48	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Kokerboom Road	Area 6	Central	16	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Erf 10528	Area 6	Central	28	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Maranon Street	Area 6	Central	65	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Darfur Street	Area 6	Central	37	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Muhavura Street	Area 6	Central	86	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Lange Street	Area 6	Central	48	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Lukwart Crescent	Area 6	Central	10	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Bagzane Road	Area 6	Central	127	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Tygerberg Race Park - Erf 37260	Area 6	North	2261	Christie Filander		3	x		x		x		
Tygerberg Race Park Erf 29042	Area 6	North	612	Christie Filander		3	x		x		x		
Phase 7 - School Grounds - Extension	Area 6	North	457	Christie Filander		3	x		x		x		
Maroela Housing Site	Area 6	North	5514	Christie Filander		3	x		x		x		
Maroela Street:Retention Pond	Area 6	North	1092	Christie Filander		3	x		x		x		
Nkhandla	Area 6	North	186	Christie Filander		3	x		x		x		
Old Paarl Road 1	Area 6	North	79	Christie Filander		3	x		x		x		

Weekend services will be schedule when and as it is needed for all the areas

Old Paarl Road 2	Area 6	North	16	Christie Filander		3	x		x		x		
Old Paarl Road 3	Area 6	North	12	Christie Filander		3	x		x		x		
Mzamo Omhle - Erf 24388 North	Area 6	East	9	Eugene Mama	Pick up Point	5	x	x	x		x		
Mzamo Omhle - Erf 24388 South	Area 6	East	145	Eugene Mama	Pick up Point	5	x	x	x		x		
Extention 3 Mfuleni -Erf 987-Re	Area 6	East	805	Eugene Mama	Pick up Point	5	x	x	x		x		
Covid 19 - Mfuleni	Area 6	East	9297	Eugene Mama	Pick up Point	5	x	x	x		x		
Los Angeles Extension - Erf Ca544-1-Re	Area 6	East	510	Eugene Mama	Pick up Point	5	x	x	x		x		
Qandu Qandu	Area 6	East	393	Eugene Mama	Pick up Point	5	x	x	x		x		
Driftsands	Area 6	East	578	Eugene Mama	Pick up Point	5	x	x	x		x		
Deputy Road	Area 6	East	15	Eugene Mama	Pick up Point	5	x	x	x		x		
Maybrook Street	Area 6	East	7	Eugene Mama	Pick up Point	5	x	x	x		x		
Penhill 1	Area 6	East	22	Eugene Mama	Pick up Point	5	x	x	x		x		
Penhill 2	Area 6	East	15	Eugene Mama	Pick up Point	5	x	x	x		x		
Parliament Avenue 1	Area 6	East	6	Eugene Mama	Pick up Point	5	x	x	x		x		
Parliament Avenue 5	Area 6	East	36	Eugene Mama	Pick up Point	5	x	x	x		x		
Parliament Avenue 4	Area 6	East	5	Eugene Mama	Pick up Point	5	x	x	x		x		
Parliament Avenue 2	Area 6	East	12	Eugene Mama	Pick up Point	5	x	x	x		x		
Parliament Avenue 3	Area 6	East	5	Eugene Mama	Pick up Point	5	x	x	x		x		
Sizakhele Crescent	Area 6	East	1117	Eugene Mama	Pick up Point	5	x	x	x		x		
Inqilo Street 1	Area 6	East	427	Eugene Mama	Pick up Point	5	x	x	x		x		
Tra - Penhill	Area 6	East	154	Eugene Mama	Pick up Point	5	x	x	x		x		
Sizabantu Street	Area 6	East	5	Eugene Mama	Pick up Point	5	x	x	x		x		
Inqilo Street 2	Area 6	East	137	Eugene Mama	Pick up Point	5	x	x	x		x		
Tra - Garden Cities - Mfuleni	Area 6	East	248	Eugene Mama	Pick up Point	5	x	x	x		x		
Darfur Street	Area 6	East	11	Eugene Mama	Pick up Point	5	x	x	x		x		
Erf Ca544-0-3	Area 6	East	90	Eugene Mama	Pick up Point	5	x	x	x		x		
Sanitizer	Area 6	North	872	Christie Filander		3	x		x		x		
Thobela Street Wallacedene - Erf 26832	Area 6	North	64	Christie Filander		3	x		x		x		
Maroela Street- Erf 14138	Area 6	North	82	Christie Filander		3	x		x		x		
Maroela Street- Erf 27137	Area 6	North	106	Christie Filander		3	x		x		x		
Nzula Street Wallacedene - Erf 36511	Area 6	North	52	Christie Filander		3	x		x		x		
Maroela Street- Erf 26259	Area 6	North	145	Christie Filander		3	x		x		x		
Erf 20 Extension	Area 6	North	83	Christie Filander		3	x		x		x		
Khumalo Street	Area 6	North	92	Christie Filander		3	x		x		x		
Thukudi Street	Area 6	North	93	Christie Filander		3	x		x		x		
Alexander Street	Area 6	North	94	Christie Filander		3	x		x		x		
Tugwana Street	Area 6	North	457	Christie Filander		3	x		x		x		
Covid Village - Cct	Area 6	North	730	Christie Filander		3	x		x		x		
Ngwenya Street 1	Area 6	North	19	Christie Filander		3	x		x		x		
Ngwenya Street 2	Area 6	North	24	Christie Filander		3	x		x		x		
Stinge Street	Area 6	North	29	Christie Filander		3	x		x		x		
Xuma Street	Area 6	North	85	Christie Filander		3	x		x		x		

Mtyobile Street	Area 6	North	131	Christie Filander		3	x		x		x		
Boesak Road 2	Area 6	North	8	Christie Filander		3	x		x		x		
Delft TRA	Area 6	Central	590	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Delft South	Area 6	Central	1293	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Delft South 2	Area 6	Central	198	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
TRA extention Tsunami	Area 6	Central	221	Eugene Gabriels	Pick up Point	5	x	x	x	x	x		
Lulwane Street	Area 6	East		Eugene Mama	Pick up Point	5	x	x	x	x	x		
Snayigogo Street	Area 6	East		Eugene Mama	Pick up Point	5	x	x	x	x	x		

Senior Foreman Contact Details
Erewaan Abels :061 836 3099
Christie Filander :076 581 0359
Eugene Gabriels :071 370 9521
Eugene Mama:074 758 4519

Annexure E7 – Shipping Container Service Schedule (Area 7)

Informal Settlements	Contracted Area	GIS Areas	Dwelling Count	Snr Foreman	Total Shipping	Frequency	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Comment
Backstage Makhaza	Area 7	East	547	Roy Festus	1	3	x		x		x			Weekend services will be schedule when and as it is needed for all the areas
Beverley Hills	Area 7	East	66	Derek Mavosa	1	3	x		x		x			
Block Macassar	Area 7	East	43	Derek Mavosa	1	3	x		x		x			
Bloekombos Somerset West	Area 7	East	144	Derek Mavosa	1	3	x		x		x			
Dark City	Area 7	East	46	Derek Mavosa	1	3	x		x		x			
Eagle Bar	Area 7	East	25	Derek Mavosa	Pick up point	5	x	x	x	x	x			
Enkanini	Area 7	East	11074	Roy Festus	24	3	x		x		x			
Enkanini (Iwandle) / Greenfields	Area 7	East	520	Derek Mavosa	1	3	x		x		x			
Ethimeni / Wag N' Bietjie 4	Area 7	East	774	Derek Mavosa	1	3	x		x		x			
France	Area 7	East	347	Derek Mavosa	1	3	x		x		x			
Garden Village	Area 7	East	42	Derek Mavosa	Pick up point	5	x		x		x			
Macassar Village	Area 7	East	290	Derek Mavosa	1	3	x		x		x			
Makhaza Infills 64/65	Area 7	East	82	Mayibongwe Buyeye	Pick up point	5	x	x	x	x	x			
Makhaza Road Reserve	Area 7	East	213	Mayibongwe Buyeye	2	3	x		x		x			
Monwabisi Park	Area 7	East	17046	Roy Festus	24	3	x		x		x			
Morkels Cottages	Area 7	East	78	Derek Mavosa	1	3	x		x		x			
Msindweni Makhaza	Area 7	East	325	Mayibongwe Buyeye	2	3	x		x		x			
Nonzamo / Masakhane	Area 7	East	418	Derek Mavosa	2	3	x		x		x			
Nuwe Mosiennes	Area 7	East	10	Derek Mavosa	1	3	x		x		x			
Nyakathisa - Khayelitsha	Area 7	East	74	Roy Festus	1	3	x		x		x			
Pholile	Area 7	East	2296	Derek Mavosa	3	3	x		x		x			
Rasta Camp Erf 911	Area 7	East	611	Derek Mavosa	2	3	x		x		x			
Savage And Lovemore / Mission Road	Area 7	East	73	Derek Mavosa	1	3	x		x		x			
Section 32	Area 7	East	21	Roy Festus	1	3	x		x		x			
Section 35	Area 7	East	33	Roy Festus	1	3	x		x		x			
Section 37 - Harare	Area 7	East	24	Roy Festus	1	3	x		x		x			
Silvertown	Area 7	East	3955	Mayibongwe Buyeye	1	3	x		x		x			
Siyanyanzela/ Chris Hanu Park/ Freedom	Area 7	East	1909	Derek Mavosa	2	3	x		x		x			
Sollys Town	Area 7	East	2767	Derek Mavosa	4	3	x		x		x			
Sun City	Area 7	East	65	Derek Mavosa	Pick up point	5	x	x	x	x	x			
Thambo Square - Makhaza	Area 7	East	123	Mayibongwe Buyeye		3	x		x		x			
Uitkyk	Area 7	East	92	Derek Mavosa	Pick up point	5	x	x	x	x	x			
Wag N' Bietjie 1	Area 7	East	43	Derek Mavosa	Pick up point	5	x	x	x	x	x			
Wag N' Bietjie 2	Area 7	East	240	Derek Mavosa	3	3	x		x		x			
Wag N' Bietjie 3	Area 7	East	69	Derek Mavosa	1	3	x		x		x			
Zola Section	Area 7	East	28	Mayibongwe Buyeye	Pick up point	5	x	x	x	x	x			
Zwelitsha	Area 7	East	3874	Roy Festus	5	3	x		x		x			
Zwelitsha Bs Section	Area 7	East	43	Roy Festus	2	3	x		x		x			
Zwelitsha Temporary	Area 7	East	378	Roy Festus	1	3	x		x		x			
Zwelitsha Temporary 1	Area 7	East	34	Roy Festus	Pick up point	5	x	x	x	x	x			
Zwelitsha Temporary 2	Area 7	East	21	Roy Festus	Pick up point	5	x	x	x	x	x			
Backstage 1 - Makhaza	Area 7	East	79	Roy Festus	Pick up point	5	x	x	x	x	x			
Backstage 2 - Makhaza	Area 7	East	123	Roy Festus	Pick up point	5	x	x	x	x	x			

Dune Enkanini	Area 7	East	1658	Roy Festus	1	3	x		x		x		
Monwabisi Extension (Monwabisi Park)	Area 7	East	7673	Roy Festus	8	3	x		x		x		
Msindweni-Makhaza Extension	Area 7	East	4673	Mayibongwe Buyeye	5	3	x		x		x		
Nyagatisa - Macassar	Area 7	East	273	Derek Mavosa	1	3	x		x		x		
Somerset West Station	Area 7	East	6	Derek Mavosa	Pick up point	5	x	x	x		x	x	
Upstairs	Area 7	East	124	Derek Mavosa	Pick up point	5	x	x	x		x	x	
Hlebo Street	Area 7	East	138	Roy Festus	Pick up point	5	x	x	x		x	x	
Hlebo Street South	Area 7	East	103	Roy Festus	Pick up point	5	x	x	x		x	x	
Monwabisi Extension 3	Area 7	East	1268	Roy Festus	Pick up point	5	x	x	x		x	x	
Esokolweni	Area 7	East	482	Roy Festus	Pick up point	5	x	x	x		x	x	
Esithunelli	Area 7	East	330	Roy Festus	Pick up point	5	x	x	x		x	x	
Dubai	Area 7	East	179	Roy Festus	Pick up point	5	x	x	x		x	x	
Hlula Street	Area 7	East	245	Roy Festus	Pick up point	5	x	x	x		x	x	
Level 1 Masekahe Square	Area 7	East	76	Roy Festus	Pick up point	5	x	x	x		x	x	
Monwabisi Extension 4	Area 7	East	734	Roy Festus	Pick up point	5	x	x	x		x	x	
Sqalokutsha	Area 7	East	106	Mayibongwe Buyeye	Pick up point	5	x	x	x		x	x	
Level 2 Graceland	Area 7	East	1967	Mayibongwe Buyeye	Pick up point	5	x	x	x		x	x	
Lockdown Bay	Area 7	East	275	Mayibongwe Buyeye	Pick up point	5	x	x	x		x	x	
Siyakhana	Area 7	East	147	Mayibongwe Buyeye	Pick up point	5	x	x	x		x	x	
Gushindoda 2	Area 7	East	227	Roy Festus	Pick up point	5	x	x	x		x	x	
New Dawn	Area 7	East	862	Roy Festus	Pick up point	5	x	x	x		x	x	
Wetlands	Area 7	East	406	Mayibongwe Buyeye	Pick up point	5	x	x	x		x	x	
Makhaza Phakathi	Area 7	East	185	Mayibongwe Buyeye	Pick up point	5	x	x	x		x	x	
Sinako	Area 7	East	660	Mayibongwe Buyeye	Pick up point	5	x	x	x		x	x	
Noxolo Xauka	Area 7	East	536	Mayibongwe Buyeye	Pick up point	5	x	x	x		x	x	
New Culture	Area 7	East	280	Roy Festus	Pick up point	5	x	x	x		x	x	
Qhela Crescent	Area 7	East	96	Mayibongwe Buyeye	Pick up point	5	x	x	x		x	x	
Deepfreeze	Area 7	East	135	Derek Mavosa	Pick up point	5	x	x	x		x	x	
Estate	Area 7	East	115	Mayibongwe Buyeye	Pick up point	5	x	x	x		x	x	
Robben Island - Strand	Area 7	East	285	Derek Mavosa	Pick up point	5	x	x	x		x	x	
Graceland Extension	Area 7	East	74	Mayibongwe Buyeye	Pick up point	5	x	x	x		x	x	
Gomora/Ebucheni	Area 7	East		Roy Festus	Pick up point	5	x	x	x		x	x	
Bila Street	Area 7	East	504	Roy Festus	Pick up point	5	x	x	x		x	x	
Covid Enkanini	Area 7	East	169	Roy Festus	Pick up point	5	x	x	x		x	x	
Mpolweni	Area 7	East	771	Roy Festus	Pick up point	5	x	x	x		x	x	
Privelege	Area 7	East	421	Roy Festus	Pick up point	5	x	x	x		x	x	
New Bright	Area 7	East	214	Mayibongwe Buyeye	Pick up point	5	x	x	x		x	x	

Derek Mavosa -072 321 9621
Roy Festus -084 957 7256
Mayibongwe Buyeye-073 848 3287

Annexure E8 – Shipping Container Service Schedule (Area 8)

Informal Settlements	Contracted Areas	GIS Areas	Dwelling Count	Snr Foreman	Total Shipping	Frequency	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Comment
At Section 1	Area 8	East	116	Sibusiso Mdleleni	Pick up point	5	x	x	x	x	x			Weekend services will be schedule when and as it is needed for all the areas
At Section 2	Area 8	East	99	Sibusiso Mdleleni	1	3	x		x		x			
At Section 3	Area 8	East	36	Sibusiso Mdleleni	1	3	x		x		x			
Bbt	Area 8	East	78	Sibusiso Mdleleni	1	3	x		x		x			
Bbt Section	Area 8	East	35	Sibusiso Mdleleni	1	3	x		x		x			
Bongweni Lansdowne Road Reserve 1	Area 8	East	35	Sibusiso Mdleleni	1	3	x		x		x			
Bongweni Lansdowne Road Reserve 3	Area 8	East	497	Sibusiso Mdleleni	1	3	x		x		x			
Bt Section	Area 8	East	733	Sibusiso Mdleleni	1	3	x		x		x			
Chris Hari	Area 8	East	196	Sibusiso Mdleleni	1	3	x				x			
Ciko Avenue	Area 8	East	62	Denzil Esau	Pick up point	5	x	x	x	x	x			
Ct Section 1	Area 8	East	58	Sibusiso Mdleleni	1	3	x		x		x			
Ct Section 2	Area 8	East	23	Sibusiso Mdleleni	1	3	x		x		x			
Ct Section 3	Area 8	East	30	Sibusiso Mdleleni	1	3	x		x		x			
D Section 1	Area 8	East	13	Sibusiso Mdleleni	1	3	x		x		x			
D Section 2	Area 8	East	19	Sibusiso Mdleleni	1	3	x		x		x			
Dt Section 2	Area 8	East	127	Sibusiso Mdleleni	1	3	x		x		x			
Dt Section3	Area 8	East	104	Sibusiso Mdleleni	1	3	x		x		x			
France - Barney Molokwana Corner	Area 8	East	7348	Mayibongwe Buyeye	9	3	x		x		x			
Green Point 2	Area 8	East	110	Mayibongwe Buyeye	1	3	x				x			
K2 Section	Area 8	East	280	Mayibongwe Buyeye	1	3	x		x		x			
Lb Section	Area 8	East	74	Mayibongwe Buyeye	Pick up point	5	x	x	x	x	x			
Lindelani Park	Area 8	East	392	Mayibongwe Buyeye	1	3	x		x		x			
Lr Section	Area 8	East	52	Mayibongwe Buyeye	Pick up point	5	x	x	x	x	x			
Lt Section	Area 8	East	51	Mayibongwe Buyeye	Pick up point	5	x	x	x	x	x			
Makhanya Crescent	Area 8	East	79	Denzil Esau	Pick up point	5	x	x	x	x	x			
Maphongwana Avenue	Area 8	East	42	Sibusiso Mdleleni	1	3	x		x		x			
Masikhulefr Section	Area 8	East	85	Mayibongwe Buyeye	Pick up point	5	x	x	x	x	x			
Mc Section	Area 8	East	41	Mayibongwe Buyeye	1	3	x		x		x			
Mlambo Street	Area 8	East	58	Sibusiso Mdleleni	Pick up point	5	x	x	x	x	x			
Mm Section 1	Area 8	East	59	Mayibongwe Buyeye	1	3	x		x		x			
Mm Section 2	Area 8	East	101	Mayibongwe Buyeye	Pick up point	5	x	x	x	x	x			
Nt Section	Area 8	East	45	Mayibongwe Buyeye	1	3	x		x		x			
Nyebelele	Area 8	East	159	Sibusiso Mdleleni	1	3	x		x		x			
Pjs Section	Area 8	East	821	Mayibongwe Buyeye	3	3	x		x		x			
Qa Section	Area 8	East	88	Mayibongwe Buyeye	1	3	x		x		x			
Qq Section 1	Area 8	East	534	Mayibongwe Buyeye	2	3	x		x		x			
Qq Section 2	Area 8	East	45	Mayibongwe Buyeye	Pick up point	5	x	x	x	x	x			
Rr Section	Area 8	East	3602	Mayibongwe Buyeye	5	3	x		x		x			
S Section 1	Area 8	East	40	Denzil Esau	Pick up point	5	x	x	x	x	x			
S Section 2	Area 8	East	40	Denzil Esau	1	3	x		x		x			
Sb Section	Area 8	East	195	Mayibongwe Buyeye	Pick up point	5	x	x	x	x	x			
Sebata Dalindyabo Square	Area 8	East	1699	Mayibongwe Buyeye	4	3	x		x		x			

Siyakha	Area 8	East	58	Sibusiso Mdleleni	2	3	x		x		x	
Taiwan	Area 8	East	5913	Sibusiso Mdleleni	4	3	x		x		x	
Tr Section/Bongani Tr	Area 8	East	7316	Denzil Esau	5	3	x		x		x	
Tsepe Tsepe	Area 8	East	437	Denzil Esau	1	3	x		x		x	
Utr Section	Area 8	East	42	Denzil Esau	Pick up point	5	x	x	x	x	x	
V Section	Area 8	East	62	Denzil Esau	Pick up point	5	x	x	x	x	x	
Ve Section	Area 8	East	454	Denzil Esau	1	3	x		x		x	
Victoria Mxenge 5811	Area 8	East	49	Denzil Esau	Pick up point	5	x	x	x	x	x	
Victoria Mxenge 7410	Area 8	East	3383	Denzil Esau	9	3	x		x		x	
Victoria Mxenge 7740	Area 8	East	35	Denzil Esau	Pick up point	5	x	x	x	x	x	
Victoria Mxenge Y	Area 8	East	72	Denzil Esau	Pick up point	5	x	x	x	x	x	
Vt Section	Area 8	East	354	Denzil Esau	1	3	x		x		x	
Wb Section	Area 8	East	272	Denzil Esau	1	3	x		x		x	
X Section	Area 8	East	22	Denzil Esau	1	3	x		x		x	
Yab Section 1	Area 8	East	275	Denzil Esau	1	3	x		x		x	
Yab Section 2	Area 8	East	57	Denzil Esau	1	3	x		x		x	
Yab Section 3	Area 8	East	54	Denzil Esau	1	3	x		x		x	
Oliver Tambo 4	Area 8	East	355	Mayibongwe Buyeye	1	3	x		x		x	
Bhere Street	Area 8	East	14	Sibusiso Mdleleni	Pick up point	5	x	x	x	x	x	
GreenPointExtension	Area 8	East	3100	Mayibongwe Buyeye	1	3	x		x		x	
Nyebelele 3 (Nyebelele)	Area 8	East	37	Sibusiso Mdleleni	Pick up point	5	x	x	x	x	x	
Solomon Tshuku	Area 8	East	29	Sibusiso Mdleleni	2	3	x		x		x	
Y Section	Area 8	East	72	Denzil Esau	Pick up point	5	x	x	x	x	x	
Site C Taxi Rank	Area 8	East	51	Sibusiso Mdleleni	Pick up point	5	x	x	x	x	x	
Social Distance	Area 8	East	1419	Denzil Esau	Pick up point	5	x	x	x	x	x	
Sakile Nathi	Area 8	East	648	Denzil Esau	Pick up point	5	x	x	x	x	x	
Pandemic	Area 8	East	406	Mayibongwe Buyeye	Pick up point	5	x	x	x	x	x	
Masizakhe Street	Area 8	East	39	Sibusiso Mdleleni	Pick up point	5	x	x	x	x	x	
Primrose Street	Area 8	East	5	Sibusiso Mdleleni	Pick up point	5	x	x	x	x	x	
Masibambane Crescent	Area 8	East	15	Sibusiso Mdleleni	Pick up point	5	x	x	x	x	x	

Annexure F - Tender Returnable Documents

F.1: Contract Price Adjustment and/or Rate of Exchange Variation

1. TENDER CONDITIONS

- 1.1 The Contract Price Adjustment (CPA) mechanism and/or provisions relating to Rate of Exchange (RoE) Variation, contained in this schedule is compulsory and binding on all Tenderers/Suppliers and this schedule (the parts relevant to the particular tender) must be completed by all Tenderers / Suppliers.
- 1.2 Tenderers/Suppliers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule.
- 1.3 Tenderers are not permitted to offer fixed and firm prices except as provided for in the Price Schedule.

2. CPA PROVISIONS SELECTION

- 2.1 The prices stipulated on the Price Schedule are subject to adjustment as set out below.
- 2.2 Tenderer to indicate the specific CPA and/or RoE provisions applicable to their bid by marking the relevant checkboxes below. Tenderers to note that the CPA and/or RoE provisions are not exclusive and multiple CPA Types can exist if the bid contains both local and foreign exchange based pricing. In such cases the CPA and/or ROE provision applies only to that particular portion of the tendered price.
- 2.3 The CPA and/or RoE provisions applicable to this tender and resulting contract are to be indicated below by checking the relevant boxes (with multiple selections only where indicated permissible):

	<u>Indicate option</u>	<u>CPA Type</u>	<u>Period</u>	<u>Refer to Section</u>
A	<input type="checkbox"/> N/A	FIRM PRICES as per Pricing Schedule	Annual	<i>Pricing Schedule C.4 and Schedule F.1 (A)</i>
<u>LOCAL (RSA) TENDER CONTENT:</u>				
EITHER				
B	<input type="checkbox"/> N/A	SEIFSA Index based CPA	Monthly / Quarterly	<i>Schedule F.1 (B)</i>
OR				
C	<input type="checkbox"/> N/A	Pricelist / Quotation Based CPA	Ad-Hoc	<i>Schedule F.1 (C)</i>
OR				
D	<input checked="" type="checkbox"/> X	STATS SA CPI Index Based CPA	Annually	<i>Schedule F.1 (D)</i>
OR/AND				
E	<input checked="" type="checkbox"/> X	NBCRFLI - GENERAL FREIGHT AND FURNITURE REMOVAL SECTORS MINIMUM WAGES	Annually	<i>Schedule F.1 (E)</i>
OR				
E	<input type="checkbox"/> N/A	Sectorial Determination 6: Private Security Sector	Annually	<i>Schedule F.1 (E)</i>
<u>IMPORTED GOODS AND / OR COMPONENTS (IF APPLICABLE)</u>				
F	<input type="checkbox"/> N/A	ROE based CPA	Ad-Hoc	<i>Schedule F.1 (F)</i>
AND (IF REQUIRED), EITHER				

G	<u>N/A</u>	Pricelist / Quotation based CPA	Ad-Hoc / Periodic	<i>Schedule F.1 (G)</i>
OR				
H	<u>N/A</u>	Overseas CPI / PPI index based CPA	Ad-Hoc / Periodic	<i>Schedule F.1 (H)</i>

2.4 CPA and/or RoE provisions marked as **not applicable** is not relevant and will not apply to this tender and resulting contract.

3. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

3.1 Any claim for variation in the contract price (either CPA or RoE adjustments) must be submitted in writing:

1. By letter to: Director (**Urban Waste Management Waste Service /Rustim Keraan**), City of Cape Town,
P O Box 655, Cape Town, 8000 or
2. By email to: **Sonwabo.Kwinana@capetown.gov.za**

at least 14 days prior to the month upon which the adjustment would become effective in the case of prices being set in advance, and as soon as relevant indices are available and no later than 60 days after the date of delivery of goods or the completion of the project (i.e. date of issue of the Taking-Over Certificate, if applicable) in the case of adjustments being claimed retrospectively for Goods or Services. The latter case is only applicable where specifically provided for in the CPA provisions.

- 3.2 When submitting a request for CPA and/or RoE adjustment the Supplier shall indicate the Rand Value claimed for each item listed on, clearly indicating the item number as per C.4 - Price Schedule. Percentage increases will not be considered. A mere notification of a request for CPA without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid request.
- 3.3 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 CPA or RoE adjustments. Price adjustments will not be processed until such time as the Supplier submits such auditor's certificates or other documentary proof to the CCT. Should the Supplier fail to submit the auditor's certificates or other documentary proof to the CCT within 30 days from the written request, it shall be presumed that the Supplier has abandoned his request.
- 3.4 The CCT reserves the right to withhold payment of any claim for adjustment while only provisional figures are available and until such time as the final (revised) figures are issued by the relevant authority.
- 3.5 The CCT will confirm in writing once processing of the CPA or RoE adjustments have been completed including the effective date of the adjustments.
- 3.6 Where pricelist-based and other non-index based CPA requests are investigated and found to be not reasonable and market related, the CCT reserves the right to reject such requests. Where disputes arise with respect to such rejected requests the CCT reserves the right to procure the Goods from other available Suppliers until such time as the dispute is resolved.
- 3.7 Unless indicated otherwise in the relevant schedule below, the adjustment will apply to all Purchase Orders or Purchase Order lines where the delivery date is on or after the effective date of the adjustment.

F.1 (D) LOCAL SOUTH AFRICAN CONTENT - STATS SA CONSUMER PRICE INDEX
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1. Applicable where the Tenderer/Suppliers has indicated their tendered prices are subject to adjustment based on changes in the Statistics South Africa (STATS SA) Consumer Price Indices and will be applicable to the following items contained in C.4 Pricing Schedule:
 - a) Section A
 - b) Section C
 - c) **All** Non-Salaried Operation Cost (PPE and Administration Costs)

2. A minimum of 10% of the contract price as per C.4 Pricing Schedule **applicable items listed above (1.)** shall be fixed and free of variation for the duration of the contract.

3. A total of 90% of the contract price as per C.4 Pricing Schedule **applicable items listed above (1.)** shall be adjusted annually in accordance with clause 5 below.

4. The Contract Price(s) shall remain FIRM for the first 12 calendar months from date of Commencement Date of Contract and Suppliers are not permitted to requests CPA during this period.

5. The Contract Price(s) will thereafter be subject to adjustment annually based on the average percentage of change over 12 months as published by STATS SA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:
 - 5.1 CPA applicable from the start of the 13th month to the end of the 24th month calculated as follows:
 - a) The base month for the price adjustment being three (3) calendar months prior to Commencement Date of Contract; and
 - b) The end month shall be three (3) calendar months prior to the 12th month.

 - 5.2 CPA applicable from the start of the 25th month to end of the 36th month calculated as follows:
 - a) The base month for the price adjustment shall be three (3) calendar months prior to the 13th month; and
 - b) The end month shall be three (3) calendar months prior to 24th month.

 - 5.3 The average CPI percentage will be calculated using the base month to the end month (both included) divided by the number of months. (12 months totalled/12 to achieve the average CPI)

6. Subject to prior approval by the CCT delegated authority, in the event of any extension of the contract period, the CPA applicable beyond month 36th of the contract will follow the same principle in determining the base month (i.e. 3 calendar months prior to 25th month) and end date (3 calendar months prior to 36th month) as outlined above.

F.1. (E) LOCAL SOUTH AFRICAN CONTENT – SECTORIAL DETERMINATION

1. Applicable where the Tenderer/Suppliers has indicated their tendered prices are subject to adjustment based on changes in the Sectorial Determination for **Cleansing Sector and National Bargaining Council for the Road Freight and Logistics Industry** and will be applicable to the following items contained in C.4 Pricing Schedule:

Section A

- a) **ALL** Truck Driver(s) Salaries - **National Bargaining Council for the Road Freight and Logistics Industry**
 - b) Truck Assistant(s) Salaries - **National Bargaining Council for the Road Freight and Logistics Industry**
2. The contract price per item which is subject to the Sectorial determination, shall be adjusted **annually**, and the adjusted contract price shall be applicable for purchase orders issued during the following full calendar month.
 3. The base month for CPA calculations shall be the calendar month of the closing date for tenders, and the Sectorial Determination valid at closing date of tender shall be used.
 4. Adjusted month for CPA calculations of the contract prices per item in C.4 - Price Schedule shall be calculated based upon the annual Sectorial Determination published by the Department of Labour and the relevant National Bargaining Council.

Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
 Account Holder: _____
 Financial Institution: _____
 Branch Code: _____
 Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

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

Note: A copy of the Joint Venture Agreement shall be appended to *List of Other Documents Attached by Tenderer Schedule*.

Schedule F.3: Declaration for Procurement above R10 million
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If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

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

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

If YES, submit audited annual financial statements:

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

By attaching such audited financial statements to **List of Other Documents Attached by Tenderer Schedule**.

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

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

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

- 2.2 If YES, provide particulars:

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

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

If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of Other Documents Attached by Tenderer** schedule in the same format as the table below:

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

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

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

If YES, furnish particulars below

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

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

Date

Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 90/10 preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

The following definitions shall apply to this schedule:

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "The Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**POINTS AWARDED FOR PRICE****THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

90/10

Or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**POINTS AWARDED FOR PRICE**

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

90/10

Or

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:

5.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific Goals (SG) – Points Allocated and Claimed

Tenderers must indicate the preference points claimed for each specific goal applicable to them, for the purposes of this tender.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State	To be Completed by the Tenderer
	Number of points Allocated (90/10 system)	Number of points claimed (90/10 system)
Promotion of Micro and Small Enterprises	4	
Enterprise Supplier Development and Socio-Economic Development	3	
Skills Development <u>OR</u> Employee Share Scheme	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm.....

5.4 Company registration number:

5.5 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[Tick applicable box]

5.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the Supplier may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

<i>Signature of Tenderer</i>	<i>Date</i>	<i>Name and Surname</i>	<i>Address</i>

For official use.		
SIGNATURE OF CCT OFFICIALS AT TENDER OPENING		
1.	2.	3.

Table 2: Specific Goals – Declaration by the Tenderer

Tenderers must complete this table to declare the amounts and percentages applicable to the specific goals they are claiming.

NB: In completing Table 2 below, please consult **Notes for Verification** below

The specific goals allocated points in terms of this tender	To be Completed by the Tenderer	
	Refer to “Notes for verification”	Amount Declared (excluding VAT)
<u>SG1</u> Promotion of Micro and Small Enterprises	(i) Total Turnover	
<u>SG2</u> Enterprise Supplier Development and Socio Economic Development	(ii) Total Enterprise Supplier Development Expenditure	
	(iii) Total Socio Economic Development Expenditure	
	(iv) Total Expenditure	
<u>SG3.1</u> Skills Development	(v) Total Skills Development Expenditure	
	(vi) Total Profit	
OR <u>SG3.2</u> Employee Share Scheme	(vii) Employee Share Scheme Ownership %	

Tenderer Confirmation:

I confirm that the amounts declared in Table 2 above are accurate and in accordance with the *'The Broad-Based Black Economic Empowerment (B-BBEE) Act 53 of 2003, as amended.* .

Signature of Tenderer (Authorised to represent the tenderer)	Date	Name and Surname	Address

Notes for Verification:

All amounts disclosed should be as per the most recent Annual Financial Statements (not older than 12 months) and defined as per the B-BBEE Act

- SG1 – Specific Goal 1
Promotion of Micro and Small Enterprises
 (i) Total Turnover
 Micro enterprises with a turnover of up to R20million and Small enterprises with a turnover up to R80 million, as per National Small Enterprise Act, 1996 (Act No.102 of 1996)

- SG2 – Specific Goal 2
Enterprise Supplier Development and Socio-Economic Development
 (ii) Total Enterprise Supplier Development Expenditure
 Qualifying expenditure as defined in the B-BBEE Act: Statement 400 “THE GENERAL PRINCIPLES FOR MEASURING ENTERPRISE AND SUPPLIER DEVELOPMENT”

 (iii) Total Enterprise Socio Economic Development Expenditure
 Qualifying expenditure as defined in the B-BBEE Act: Statement 500 “THE GENERAL PRINCIPLES FOR MEASURING THE SOCIO - ECONOMIC DEVELOPMENT ELEMENT”

 (iv) Total Expenditure
 Total Expenditure as per the most recent Annual Financial Statements (not older than 12 months)

- SG3.1 – Specific Goal 3
Skills Development
 (v) Total Skills Development Expenditure
 Qualifying expenditure as defined in the B-BBEE Act: Statement 300 “THE GENERAL PRINCIPLES FOR MEASURING SKILLS DEVELOPMENT”

 (vi) Total Profit
 Total Profit as per the most recent Annual Financial Statements (not older than 12 months)

- SG3.2 – Specific Goal 3
Employee Share Scheme
 (vii) Employee Share Scheme Ownership %
 Total employee ownership as per employee share certificate at the date of tender closing.

The below table (Table 3) must be completed by a B-BBEE Verification Agency (*Note 1) **OR** Commissioner of Oaths

(Refer to *Note 3.2 for the detailed declaration):

Table 3:

Signature and Stamp	Date	Name and Surname	Address

***Note 1**

1.1 Tendering entity that undergoes B-BBEE verification

- Where a tendering entity undergoes B-BBEE verification, a B-BBEE certificate valid as at the date of tender closing, must be attached to the bid submission or must be made available upon request within the specified period.
- All amounts disclosed in Table 2, should be amounts used in the B-BBEE verification process undergone by the tendering entity
- The B-BBEE verification agency must complete Table 3 above, to confirm the following amounts disclosed by the bidder in Table 2:
 - (ii) Total Enterprise Supplier Development Expenditure;
 - (iii) Total Socio Economic Development Expenditure;
 - (v) Total Skills Development Expenditure
- Where the tendering entity is a Joint Venture/ Consortium, the amounts in Table 2 must be consolidated, with an accompanying consolidated B-BBEE certificate valid as at the date of tender closing must be attached to the bid submission or must be made available upon request within the specified period.

1.2 If the tendering entity does not undergo B-BBEE verification and qualifies as a B-BBEE Qualifying Small Enterprise (QSE) and Exempted Micro-Enterprises (EME)

- Table 3 must be completed by a Commissioner of Oaths to confirm the following amounts disclosed by the bidder in Table 2:
 - (ii) Total Enterprise Supplier Development Expenditure;
 - (iii) Total Socio Economic Development Expenditure;
 - (v) Total Skills Development Expenditure

***Note 2**

2.1 The tendering entity must attach with the bid submission or must be made available upon request within the specified period; the most recent (where applicable) audited financial statements to enable validation of the following amounts disclosed by the bidder in Table 2:

- (i) Total Turnover
- (iv) Total Expenditure
- (vi) Total Profit

2.2 Companies who are required to be audited by legislation, must submit audited financial statements, not older than 12 months with the bid submission or must be made available upon request within the specified period.

***Note 3**

Sworn affidavit to be deposited by the Commissioner of Oaths to the QSE or EME.

I, the undersigned,

Full Name and Surname <i>(Authorised to represent the tenderer)</i>	
Identity Number	

Hereby declare under oath as follows

3.1 The contents of this statement are to the best of my knowledge a true reflection of facts.

3.2 I am a Member/ Director/ Owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, Pty (Ltd), Sole Prop etc):	
Nature of Business:	

3.3 I hereby declare under oath that based on the Financial Statements / Management Accounts and information available on the latest financial year end _____

3.3.1 The annual Total Revenue was less than R50 000 000.00 (Fifty Million Rand);

3.3.2 The following amounts disclosed in Table 2 are accurate, complete, consistent with the BBBEE Act (see Notes for Verification) and based on the Financial Statements / Management Accounts and information available on the latest financial year end _____

As per Table 2	Amount Declared (excluding VAT)
(ii) Total Enterprise Supplier Development Expenditure	
(iii) Total Socio Economic Development Expenditure	
(iv) Total Expenditure	
(v) Total Skills Development Expenditure	

As per Table 2	Amount Declared (excluding VAT)
(vi) Total Profit	
(vii) Employee Share Scheme Ownership %	

3.4 I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent I this matter.

3.5 The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Commissioner of Oaths
Signature, Date and Stamp

Deponent Signature and Date

3.6 KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS

BBBEE Certificates/ Sworn Affidavits	<p>Returnable for declaration requirement must be attached with the bid submission or must be made available upon request within the specified period</p> <ul style="list-style-type: none"> - Certified and Valid copy of BBBEE Certificate issued by a SANAS Accredited Verification Agent, or - Certified and Valid copy of Sworn Affidavit for either EME or QSE (see key notes below to determine Validity of a Sworn Affidavit); or - Valid copy of BBBEE Certificate issued by CIPC for EME's only <p>KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS</p> <p>Tenderers submitting Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:</p> <p>(a) Name/s of deponent as they appear in the identity document and the identity number.</p> <p>(b) Designation of the deponent as the Director/ Member must be indicated in order to know that person is duly authorised to depose of an affidavit (mark the applicable</p>
---	--

	<p>option).</p> <p>(c) Name of enterprise as per enterprise registration documents issued by CIPC, where applicable, and enterprise business address.</p> <p>(d) Amounts as per Table 2 must be inserted (No blank spaces to be left).</p> <p>(e) Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts (mark the applicable option).</p> <p>(f) Financial year end as per the enterprise’s registration documents, which was used to determine the total revenue (financial year end to be stipulated by day/ month/ year).</p> <p>(g) Date deponent signed and date of Commissioner of Oath must be the same. (The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign ad stamp).</p> <p>(h) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.</p> <p>If the relevant documentation/ information as stipulated in the enquiry is not submitted and/or does not meet the above requirements; tenderers will be disqualified.</p>
--	---

For official use.		
SIGNATURE OF CCT OFFICIALS AT TENDER OPENING		
1.	2.	3.

Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)
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1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
 - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 or higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
 - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
 - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
 - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
 - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
 - 1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative: _____
 - 3.2 Identity Number: _____
 - 3.3 Position occupied in the Company (director, trustee, shareholder²): _____
 - 3.4 Company or Close Corporation Registration Number: _____
 - 3.5 Tax Reference Number: _____
 - 3.6 VAT Registration Number: _____
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars: _____
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars: _____
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars: _____
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars: _____
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.12.1 If yes, furnish particulars: _____
 - 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle

shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars: _____

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

3.14.1 If yes, furnish particulars: _____

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

3.15.1 If yes, furnish particulars: _____

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

3.16.1 If yes, furnish particulars: _____

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

Full Name	Identity Number	State Employee Number

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

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

Signature

Print name:

Date

On behalf of the tenderer (duly authorised)

'MSCM Regulations: "in the service of the state" means to be –

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

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Schedule F.6: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

The CCT's anti-corruption hotline at 0800 32 31 30 (toll free)

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

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

 Date

Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

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

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

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

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

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

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

 Date

Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT

To: THE CITY MANAGER, City of Cape Town

From: _____
(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CCT

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

Physical Business address(es) of the tenderer	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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

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

Date

Schedule F.9: Certificate of Independent Tender Determination
--

I, the undersigned, in submitting this tender number **17S/2026/27** and tender description: **Removal and Disposal of Refuse from Shipping Container Storage Areas in Informal Settlements** in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

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

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

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

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

Schedule F.11: List of Other Documents Attached By Tenderer
--

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

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

Attach additional pages if more space is required.

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

 Date

Schedule F.12: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

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

 Date

Schedule F.13: Information to Be Provided With the Tender
--

The following information shall be provided with the Tender:

- Proof of registration as an Accredited Waste Management Service Provider in accordance with City of Cape Town's Accreditation policy. Tenderers must submit documentation proving that they are an accredited Waste Service Provider.
- Submit **one (1)** of the following for each project as proof of additional financial capability, proportional to the combined contract value: a signed appointment letter reflecting the contract description, scope, value, duration, and employer contact details; a signed Service Level Agreement (SLA) containing the contract description, scope, value, duration, and employer contact details; or purchase order(s) with supporting documentation confirming the contract scope, value, and duration.
- Company's relevant experience in waste management must be listed in Annexure F.1 with contactable references. Bidders must provide relevant company reference letters that are no more than five years old from the date of the tender advertisement.
- Bidders must attach an updated detailed CV showing relevant previous experience with contactable references (Annexure F.2).
- Bidders are to complete and return Area Preference Form (Annexure F.5).
- Vehicles must not be more than 5 years old (60 months old) from the date of tender advertisement. For owned vehicles, tenderers **MUST** attach proof of ownership. Tenderers to note that only vehicle registration certificate in the tenderers name will be accepted, tenderers who fail to attach the vehicle registration certificate will not be allocated points for owned vehicles. **Vehicle age will be evaluated as per the "Date of Liability" inscribed on the registration certificate.**
- For hired / leased vehicles tenderers must submit a signed (By Both Parties) draft lease agreement indicating the following information: Vehicle Make, Model, Type and Year of registration (Date of Liability) **must be clearly stated on the corresponding draft lease agreements.** Tenderers to note that only vehicle registration certificate in the Hire/Leasing company name will be accepted, tenderers who fail to attach the vehicle registration certificate will not be allocated points for owned vehicles. **Vehicle age will be evaluated as per the "Date of Liability" inscribed on the registration certificate.**
- Note: In the event that vehicles fall in more than one evaluation area, each category's points will be calculated and the sub-totals will be summed to calculate the total functionality points for vehicles. Age of vehicles will be evaluated by the date of liability indicated on the vehicle registration documents.

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

 Date

Schedule F.14: Appeal Application
--

annexure 'B'

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receiving machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0
---	---	---	---	---	---

PROFIT CENTRE:

1	3	0	5	0	0	0	1
---	---	---	---	---	---	---	---

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0
--	--	--	--	--	--	---	---	---	---	---	---	---

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receiving machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0
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PROFIT CENTRE:

1	3	0	5	0	0	0	1
---	---	---	---	---	---	---	---

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0
--	--	--	--	--	--	---	---	---	---	---	---	---

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM
12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 298 CAPE TOWN 8000
www.capetown.gov.za

Making progress possible. Together.

ANNEXURE F.1

COMPANY'S PREVIOUS AND RELEVANT EXPERIENCE

No	Indication of Competence and Ability to Perform Successfully	
1	<p>Brief Description of Contract:</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total Value of Contract awarded to you:</p> <p>R _____</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p>(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>
2	<p>Brief Description of Contract:</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total Value of Contract awarded to you:</p> <p>R _____</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p>(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>
3	<p>Brief Description of Contract:</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total Value of Contract awarded to you:</p> <p>R _____</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p>(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>
4	<p>Brief Description of Contract:</p> <p>_____</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p>

	<p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total Value of Contract awarded to you: R _____</p>	<p>(Company / Institution)</p> <p>Contact Person at Principal: _____ (First name or Initials, plus Surname)</p> <p>Telephone Number: _____</p>
<p>5</p>	<p>Brief Description of Contract:</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total Value of Contract awarded to you: R _____</p>	<p>Principal (Employer / Awarder of Contract): _____ (Company / Institution)</p> <p>Contact Person at Principal: _____ (First name or Initials, plus Surname)</p> <p>Telephone Number: _____</p>
<p>6</p>	<p>Brief Description of Contract:</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total Value of Contract awarded to you: R _____</p>	<p>Principal (Employer / Awarder of Contract): _____ (Company / Institution)</p> <p>Contact Person at Principal: _____ (First name or Initials, plus Surname)</p> <p>Telephone Number: _____</p>

<p style="text-align: center;">7</p>	<p>Brief Description of Contract:</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total Value of Contract awarded to you:</p> <p>R _____</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p style="text-align: center;">(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p style="text-align: center;">(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>
<p style="text-align: center;">8</p>	<p>Brief Description of Contract:</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total Value of Contract awarded to you:</p> <p>R _____</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p style="text-align: center;">(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p style="text-align: center;">(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>

ANNEXURE F.3**PARTICULARS OF ALL VEHICLES AVAILABLE, TO BE UTILISED FOR THIS CONTRACT**

Tenderers to list all vehicles to be made available for use under this Contract. Tenderers to indicate if the vehicle is Owned by the Tenderer, will be Hired/Leased (Proof under each category must be submitted). Should Tenderers wish to bid for more than one Area, Tenderers to also list additional vehicles that they may make available for use under this contract and submit required proof (This will be used to assess the additional capacity of the Tenderer should the City decide to award more than 1 Area to the Tenderer).

Type/Model of Vehicle	Make	Registration No.	Capacity (tonnage/cubic meter)
Owned By Tenderer: (Proof of Vehicle Registration Papers to be submitted)			
To be Hired/Leased: (Lease/Hire Agreements)			

NOTE:

Council reserves the right to inspect the above vehicles prior to commencement of the contract and throughout the duration of the Contract.

ANNEXURE F.4

Tender Submission Checklist – Previous Company Experience & Financial Capability

Section	Mandatory Supporting Documentation Requirements	Tick ✓
1. Financial Company Capability	Each project must meet the following:	
	Single project experience of ≥ R25 million over contract duration OR ≥ R1 million per month	<input type="checkbox"/>
	Minimum contract duration of 12 months per project	<input type="checkbox"/>
	For multiple areas, bidder demonstrates additional financial capability proportional to combined value	<input type="checkbox"/>
	Submit ONE of the following for each project:	
	Signed appointment letter including contract description & scope, value, duration, and employer contact details in-line with reference letter provided	<input type="checkbox"/>
	Signed Service Level Agreement (SLA) including contract description & scope, value, duration, and employer contact details	<input type="checkbox"/>
	Purchase order(s) with supporting documentation confirming scope, value, and duration	<input type="checkbox"/>
2. Reference Letters	Job Completion Certificate or Contract Close-Out Report including contract description & scope, value, duration, and employer contact details	<input type="checkbox"/>
	Submit reference letter on client's official letterhead confirming:	<input type="checkbox"/>
	Accuracy of submitted information (Contract Value, Period, Scope)	<input type="checkbox"/>
	Satisfactory completion of the project	<input type="checkbox"/>
	No more than five years old from the date of the tender advertisement.	<input type="checkbox"/>
	If the work was completed more than five years ago, companies must obtain documentation dated within the last five years, endorsed by the company where the work took place.	<input type="checkbox"/>
Contactable referee details	<input type="checkbox"/>	
3. Key Personal	CV's are attached and Certified Qualifications where applicable.	<input type="checkbox"/>
Important Notes	Ensure all references are valid and reachable.	<input type="checkbox"/>
	The CCT will conduct reference checks.	

ANNEXURE F.5**Area Preference Form**Tender Number: **17S/2026/27**Tender Description: **REMOVAL AND DISPOSAL OF WASTE FROM INFORMAL SETTLEMENT CONTAINER STORAGE AREAS**

Name of Tenderer: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____

Instructions:

- Tenderers may tender for one or more Areas.
- Each tenderer must indicate their preference ranking for the Areas tendered for (1 = highest preference) as per the award sequence.
- Where no preference is indicated, it will be deemed that the tenderer has no specific preference and the City may allocate based on bidders evaluated overall ranking per area.
- This form does not guarantee allocation of a preferred Area but will be used to guide award decisions where applicable.

Area Award Sequence	Area	Are you tendering for this Area? (Yes/No)	Preference Ranking (1 = highest; 4 = Lowest)
1	EAST		
2	SOUTH		
3	NORTH		
4	CENTRAL		

Declaration:

I, the undersigned, confirm that the above information is true and correct and submitted as part of the tender offer.

Name and Surname of Authorised Signatory: _____

Designation: _____

Signature: _____

Date: _____

ANNEXURE F.6**Relevant NQF Level 6 Qualifications for Operations Coordinator / Contract Lead / Operations Manager in the Waste Management Services Industry**

NQF Level	Qualification Description	Yes/No	Name of Key Personal if Yes
NQF Level 6	National Certificate in Environmental Health		
NQF Level 6	National Certificate in Occupational Health and Safety		
NQF Level 6	National Certificate in Waste Management		
NQF Level 6	National Certificate in Water Care		
NQF Level 6	National Diploma in Chemical Engineering		
NQF Level 6	National Diploma in Civil Engineering		
NQF Level 6	National Diploma in Building		
NQF Level 6	National Diploma in Environmental Engineering		
NQF Level 6	National Diploma in Environmental Health		
NQF Level 6	National Diploma in Environmental Management		
NQF Level 6	National Diploma in Environmental Technology		
NQF Level 6	National Diploma in Geomatics		
NQF Level 6	National Diploma in Health and Safety Management		
NQF Level 6	National Diploma in Industrial Engineering		
NQF Level 6	National Diploma in Logistics and Transport Management		
NQF Level 6	National Diploma in Logistics Management		
NQF Level 6	National Diploma in Mechanical Engineering		
NQF Level 6	National Diploma in Municipal Infrastructure		
NQF Level 6	National Diploma in Municipal Management		
NQF Level 6	National Diploma in Municipal Governance		
NQF Level 6	National Diploma in Nature Conservation		
NQF Level 6	National Diploma in Occupational Health and Safety		
NQF Level 6	National Diploma in Operations Management		
NQF Level 6	National Diploma in Project Management		
NQF Level 6	National Diploma in Resource Management		
NQF Level 6	National Diploma in Safety Management		
NQF Level 6	National Diploma in Supply Chain		

	Management		
NQF Level 6	National Diploma in Sustainable Development		
NQF Level 6	National Diploma in Traffic and Transport Engineering		
NQF Level 6	National Diploma in Transport Management		
NQF Level 6	National Diploma in Urban and Regional Planning		
NQF Level 6	National Diploma in Urban Planning		
NQF Level 6	National Diploma in Wastewater Management		

ANNEXURE G**SUMMARY OF ALL PENALTIES APPLICABLE TO THIS TENDER****1. Late delivery / non-performance of services:**

A daily penalty may be deducted from the contract price for delays in delivering goods or services.

2. Missed storage container servicing:

R5,000 per container per incident not serviced as scheduled.

3. Vehicle breakdown (non-exemption conditions):

Breakdown does not automatically exempt the supplier. To avoid penalties, the supplier must prove:

- the breakdown was unforeseen and not due to negligence/poor maintenance
- a compliant replacement vehicle was deployed within 72 hours
- reasonable steps were taken to minimise disruption

A single breakdown cannot justify non-performance across multiple routes/containers. The Contract Manager may apply, reduce, waive, or escalate penalties based on impact and mitigation.

4. Non-operational staff:

R400.42 per staff member per day if staff are unavailable according to the schedule.

5. Non-operational trucks:

R5,000 per truck per day, with requirement to notify the City and replace vehicles within 72 hours.

6. Missed inspections:

R350 deduction per missed inspection from monthly invoice.

7. Late audit document submission:

R1,000 per day after the due date upon request.

8. Illegal dumping:

R50,000 per incident, plus full cost of proper disposal at an approved facility.

9. Failure to attend monthly meetings:

R2,000 per missed meeting.

ANNEXURE I – Disposal Control Sheet
FOR INFORMATION PURPOSES ONLY

Disposal Control Sheet							
Company Name _____			Vehicle Registration _____				
Date	Site Arrival Time	Origin of Waste	Disposal Site Time In	Disposal Site Time Out	Tonnage	Area Supervisor: Confirmation	Driver Confirmation (Initial only)
Document Controller Name:	_____		Signature:	_____			

ANNEXURE K - VEHICLES TO BE UTILISED ON THIS CONTRACT

PARTICULARS OF ALL VEHICLES AVAILABLE, TO BE UTILISED FOR THIS CONTRACT

Refuse Compactor Truck Vehicles must hold a minimum of 19m³ capacity must not be more than 5 years old (60 months old) from the date of tender closure.

High-Rail Truck Vehicles must hold a minimum of 4 ton capacity must not be more than 5 years old (60 months old) from the date of tender closure.

- c. For owned vehicles, tenderers **MUST** attach proof of ownership. Tenderers to note that only vehicle registration certificate in the tenderers name will be accepted, tenderers who fail to attach the vehicle registration certificate will not be allocated points for owned vehicles. **Vehicle age will be evaluated as per the “Date of Liability” inscribed on the registration certificate.**
- d. For hired / leased vehicles tenderers must submit a signed (By Both Parties) draft lease agreement indicating the following information:
 - Vehicle Make, Model, Type and Year of registration (Date of Liability) **must be clearly stated on the corresponding draft lease agreements**
 - Quantity
 - Duration of the Lease
 - Lead time of acquiring vehicles (In the case that the lead time does not align with the commencement of the contract, it is incumbent of the awarded contractor to ensure that resources are available at the time of contract commencement, i.e. vehicles)

Tenderers to note that a quotation will **NOT** be accepted and if submitted, the tenderer **WILL** not be allocated points for hired / leased vehicles. The City of Cape Town reserves the right to request additional vehicle certification documents if necessary.

TENDERERS TO NOTE THE FOLLOWING:

- 7) This Tender aligns the number of Drivers required per Area with the number of Vehicles required per Area. The number of Drivers required in each Area are listed under the Pricing Schedule and Tenderers must ensure that they price adequately.
- 8) Vehicle Driver License Requirements - Code C1 and Code EC.
- 9) Should the Tenderer bid for more than one Area, and be awarded more than one Area, vehicles utilized in one Area cannot be utilized in another Area.
- 10) Where a bidder submits bids for multiple Areas, **no single vehicle may be allocated or listed for more than one Area.** Verification of compliance with this requirement will be conducted in accordance with the information provided in **Annexure F.3.**
- 11) The City will not accept any Vehicle for use under this Tender that is older than 5 years, therefore Tenders will be awarded no points for any vehicle submitted that is older than 5 years of age.
- 12) No points will be allocated to Tenderers that do not provide proof of the MINIMUM requirements for the type and capacity of vehicles required per Area.

Tenderers must clearly complete **Annexure F.3**, indicating applicable options for the vehicles.

Note: In the event that vehicles fall in more than one age category, points will be calculated and the sub-totals will be summed to calculate the total functionality points for vehicles. Age of vehicles will be evaluated by the date of liability indicated on the vehicle registration documents.

Vehicle Replacement and Compliance

Tenderers shall commit to replacing any vehicles, where necessary, with vehicles of equal or superior specification and quality, limited to the tender implementation stage.

Any such replacements shall be subject to prior approval by the City of Cape Town (CCT), and the Contractor shall ensure the timely submission of all relevant supporting documentation for verification purposes.

Failure to provide adequate documentation or to obtain the required approval may result in non-acceptance of the replacement vehicles and may constitute non-compliance with the contract conditions.

Tenderers must clearly complete **Annexure K**, indicating applicable options for the vehicles.

Refuse Compactors (19m3) and 4 Ton (High-Rail) Trucks older than 5 years (60 months) will not be considered.

Note: In the event that vehicles fall in more than one evaluation area, each category's points will be calculated and the sub-totals will be summed to calculated the total functionality points for vehicles. Age of vehicles will be evaluated by the date of liability indicated on the vehicle registration documents.

AREA NORTH:

4 REFUSE COMPACTORS REQUIRED

No.	Mark with an X		Make	Type/Model of Vehicle	Year	Registration No.	Capacity (tonnage/ cubic meter)
	Owned	To be Hired/ Leased					
1							
2							
3							
4							

2 HIGH-RAIL TRUCK VEHICLES REQUIRED

No.	Mark with an X		Make	Type/Model of Vehicle	Year	Registration No.	Capacity (tonnage/ cubic meter)
	Owned	To be Hired/ Leased					
1							
2							

AREA CENTRAL:

3 REFUSE COMPACTORS REQUIRED

No.	Mark with an X		Make	Type/Model of Vehicle	Year	Registration No.	Capacity (tonnage/ cubic meter)
	Owned	To be Hired/ Leased					
1							
2							

2 HIGH-RAIL TRUCK VEHICLES REQUIRED

No.	Mark with an X		Make	Type/Model of Vehicle	Year	Registration No.	Capacity (tonnage/ cubic meter)
	Owned	To be Hired/ Leased					
1							
2							

AREA EAST:

7 REFUSE COMPACTORS REQUIRED

No.	Mark with an X		Make	Type/Model of Vehicle	Year	Registration No.	Capacity (tonnage/ cubic meter)
	Owned	To be Hired/ Leased					
1							
2							
3							
4							
5							
6							
7							

2 HIGH-RAIL TRUCK VEHICLES REQUIRED

No.	Mark with an X		Make	Type/Model of Vehicle	Year	Registration No.	Capacity (tonnage/ cubic meter)
	Owned	To be Hired/ Leased					
1							
2							

AREA SOUTH:

5 REFUSE COMPACTORS REQUIRED

No.	Mark with an X		Make	Type/Model of Vehicle	Year	Registration No.	Capacity (tonnage/ cubic meter)
	Owned	To be Hired/ Leased					
1							
2							
3							
4							
5							
6							

2 HIGH-RAIL TRUCK VEHICLES REQUIRED

No.	Mark with an X		Make	Type/Model of Vehicle	Year	Registration No.	Capacity (tonnage/ cubic meter)
	Owned	To be Hired/ Leased					
1							
2							

NOTE:

1. Inspection will be done before the commencement of the contract to verify compliance with quantities as per information on Schedule 13.C.
2. The above details will be used as an indicator of the Contractor's ability to execute this contract and therefore will be part of the Tender adjudication. Please ensure that all relevant information has been submitted with your tender.
3. Documentary Proof of Motor Vehicles Licence, Licence Disc and Roadworthy Certificate of vehicles shall be submitted with the tender submission (proof of registration must be provided).
4. Individual quotations for draft leased/hired vehicles shall be submitted with the tender.
5. Where there is more than one vehicle to be used for this contract, provision must be made for the same number of drivers to be allocated on the pricing schedule

Vehicles to be utilised for one area cannot be used in another area.