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: 128C/2026/2027

TENDER DESCRIPTION: INTEGRITY MANAGEMENT OF GROUNDWATER INFRASTRUCTURE, WATER SAMPLING AND ANALYTICAL RESULTS AND INTERPRETATION OF ANALYTICAL RESULTS AT WASTE MANAGEMENT FACILITIES

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

CLOSING DATE	**18 January 2027**
CLOSING TIME	**10:00 am**
TENDER BOX NUMBER	**235**
TENDER FEE	**[R200]**

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

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

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

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

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THE TENDER

T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED	**:**	**13 November 2026**
SITE VISIT/CLARIFICATION MEETING	:	Time: [**10:00 am]** on Date: **[02 December 2026]** (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Clarification meeting with representatives of the employer will be held will virtually via MS Teams on the following link: https://teams.microsoft.com/meet/3691824634919666?p=l8lhopb7CFKj7hF83W **Meeting ID: 369 182 463 491 966 6** **Passcode: 5qE2dF73**
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. 128C/2026/27 : INTEGRITY MANAGEMENT OF GROUNDWATER INFRASTRUCTURE, WATER SAMPLING AND ANALYTICAL RESULTS AND INTERPRETATION OF ANALYTICAL RESULTS AT WASTE MANAGEMENT FACILITIES",** 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		Email: SCM.Tenders17@capetown.gov.za **The tenderer is to ensure that the tender number is included in the subject line of any official correspondence.**

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 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 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.

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

The CCT intends to appoint one tenderer (the highest ranked tenderer ("the winner") for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to not appoint any tenderers at all.

The contract period shall be for a period of **36** months from the commencement date of the contract.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.2.1 Tenderers shall submit in the first stage only technical proposals. The CCT shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of applicable procurement documents.

2.1.5.2.2 The CCT shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the Conditions of Tender, and award the contract in terms of these Conditions of Tender.

2.1.5.3 Nomination of Standby Bidder

"Standby Bidder" means a bidder, identified by the CCT at the time of awarding a bid that will be considered for award should the contract be terminated for any reason whatsoever. 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, as amended from time to time.

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):

a) 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

a) 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.

b) An appeal must contain the following:
   i. Must be in writing
   ii. It must set out the reasons for the appeal
   iii. It must state in which way the Appellant's rights were affected by the decision;
   iv. It must state the remedy sought; and
   v. It must be accompanied with a copy of the notification advising the person of the decision

c) 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).

2.1.6.4 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 Annexure 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 ½ (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 Compulsory clarification meeting

Not Applicable

2.2.1.1.4 Key personnel body registration

In order to be declared responsive, the tenderer must submit proof of valid registration (current) with professional bodies as per the table below, such proof of registration must be appended to Annexure F.13A.

The tenderer must have registered key personnel in its permanent employment. Alternatively, a signed undertaking from a specialist consultant/firm having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to Annexure F.13A.

KEY PERSONNEL PROFESSIONAL BODY REGISTRATION	
Service	**Requirements**
A) Geohydrologist (Project Manager)	A Professional Scientist *(Pr.Sci.Nat)* who is registered as such with the South African Council for Natural Scientific Professions (SACNASP)
B) Geohydrological Scientist/ Water Quality Scientist	A Professional Scientist *(Pr.Sci.Nat*) who is registered as such with the South African Council for Natural Scientific Professions (SACNASP)

2.2.1.1.5 Minimum score for functionality

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

Evaluation Criteria	Evaluation Area	Breakdown of evaluation area	Weight
Company Experience (complete Annexure F.13B) **FAILURE TO COMPLETE WILL RESULT IN A ZERO (0) POINTS FOR THIS CRITERIA**	The Service Provider needs to demonstrate experience in water quality monitoring, groundwater assessment and interpretation projects undertaken in the last 8 years in contaminated land and pollution management disciplines as described in the Scope of Work.	Less than 1 year (0 points) More than 1 - 2 years (10 points) More than 2 – 3 years (15 points) More than 3 – 4 years (35 points) More than 4 years (45 points)	**45**
Key personnel Experience: Relevant proven post qualification experience of personnel that will be allocated to perform the duties specific to interpretation, assessment and monitoring of water quality. (complete Annexure F.13C.1) **FAILURE TO COMPLETE WILL RESULT IN A ZERO (0) POINTS FOR THIS CRITERIA**	Project Manager: Geohydrologist *(Pr.Sci.Nat)*	Less than 1 year (0 points) More than 1 - 3 years (10 points) More than 3 – 4 years (20 points) More than 4 years (30 points)	**30**
	Geohydrological Scientist/ Water Quality Scientist *(Pr.Sci.Nat)*	Less than 1 year (0 points) More than 1 - 3 years (10 points) More than 3 years (15 points)	**15**
Environmental Technician/Assistant Experience: Relevant proven experience of personnel allocated to undertake and/or supervise groundwater infrastructure and water quality monitoring field activities. (complete Annexure F.13C.2) **FAILURE TO COMPLETE WILL RESULT IN A ZERO (0) POINTS FOR THIS CRITERIA**	Environmental Technician/ Assistant	Less than 1 year (0 points) More than 1 - 3 years (5 points) More than 3 years (10 points)	**10**
	Total		**100**

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

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

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.

A more detailed explanation of the functionality criteria is given below:

A) Company Experience:

The Service Provider needs to demonstrate experience specific to groundwater infrastructure integrity management, geohydrology, assessment of monitoring borehole infrastructure, refurbishment of groundwater monitoring infrastructure, water quality monitoring, groundwater assessment and interpretation projects undertaken in the last 8 years in contaminated land and pollution management disciplines as described in the Scope of Work. The track record of the Service Provider to be completed on Annexure F.13B.

B) Key Personnel

i) Project Manager

The Project Manager must be a Geohydrologist who is registered (current) as a Professional Scientist *(Pr. Sci. Nat)* with the South African Council for Natural Scientific Professions (SACNASP), with post qualification experience in groundwater quality and infrastructure integrity management, water quality analyses and interpretation of analytical data. Importantly, a geohydrologist familiar with Piper diagrams or similar diagrams used to plot water quality results is essential. It is required that the Project Manager has experience in waste management remediation or contamination reporting in addition to being a water quality specialist.

ii) Geohydrological Scientist or Water Quality Scientist

The Geohydrological Scientist or Water Quality Scientist who is registered (current) as a Professional Scientist *(Pr. Sci. Nat)* with the South African Council for Natural Scientific Professions (SACNASP), with post qualification experience in groundwater infrastructure, pollution plume investigations, mitigation and remediation measures for groundwater, conducting water quality analyses and interpretation of analytical data inclusive of trending and spatial mapping.

iii) Environmental Technician / Assistant

A site supervisor with experience in the groundwater environment must be allocated for the full time supervision of any site works and must demonstrate sufficient experience in assessment of groundwater infrastructure, de-silting, installation of groundwater infrastructure, sampling of groundwater, surface water and checking of field parameters.

Note:

As the work required in terms of this tender is considered to be of a scientific complex nature, requiring considerable expertise, it is essential that suitably qualified and experienced personnel be assigned to this project.

Should it become necessary to replace any of the project team members listed at the time of tender during the course of this contract, they may only be replaced by individuals with the same or higher qualifications and experience, who satisfy the minimum requirements and then only with the written approval of the Employer. It is a requirement that the personnel can demonstrate suitable experience related to specific aspects of this enquiry. This information must be included in the CV's for each of the personnel that will be allocated to this tender. Please refer to Annexures F.13C.1 and F.13C.2.

2.2.1.1.6 Provision of samples

Not applicable.

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 C.2**) 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 Bid 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.

2.2.22 Collection and issuing of tender documents

The CCT will only issue tender documents though it's 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.

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

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) Detrimentally 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)**:

- Based on the sum of the prices/rates in relation to the estimated quantities.

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 80/20 preference point system will apply to this tender

The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and including 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:

$$Ps = 80 \times \left(1 - \left(\frac{Pt - Pmin}{Pmin}\right)\right)$$

Where: Ps is the number of points scored for price;
Pt is the price of the tender under consideration;
Pmin is the price of the lowest responsive tender.

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

Table B1: Awards above R750 000 and up to R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (80/20)
1	***Promotion of Micro and Small Enterprises*** *Micro and Small enterprises as per National Small Enterprise Act, 1996 (Act No.102 of 1996)* *SME partnership, sub-contracting, joint venture or consortiums*	8
2	***Enterprise Supplier Development and Socio Economic Development*** *> 15% of total expenditure = 6 points* *> 12% up to 15% of total expenditure = 5 points* *> 9% up to 12% of total expenditure = 4 points* *> 6% up to 9% of total expenditure = 3 points* *> 3% up to 6% of total expenditure = 2 points* *>= 1% up to 3% total expenditure = 1 points* *< 1% of total expenditure = 0 points*	6
3 3.1	***Skills Development OR Employee Share Scheme*** ***Skills Development*** *> 5% of total expenditure = 6 points* *> 4% up to 5% of total expenditure = 5 points* *> 3% up to 4% of total expenditure = 4 points* *> 2% up to 3% of total expenditure = 3 points* *> 1% up to 2% of total expenditure = 2 points* *>= 0.5% up to 1% of total expenditure = 1 points* *< 0.5% of total expenditure = 0 points*	6
3.2	***OR Employee Share Scheme*** *> 15% employee ownership = 6 points* *> 12% up to 15% employee ownership = 5 points* *> 9% up to 12% employee ownership = 4 points* *> 6% up to 9% employee ownership = 3 points* *> 3% up to 6% employee ownership = 2 points* *>= 1% to 3% employee ownership = 1 points* *< 1% employee ownership = 0 points*	
	Total points	**20**

**Ownership: main tendering entity*

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 StandbyBbidder 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 NO: 128C/2026/27

TENDER DESCRIPTION: INTEGRITY MANAGEMENT OF GROUNDWATER INFRASTRUCTURE, WATER SAMPLING AND ANALYTICAL RESULTS AND INTERPRETATION OF ANALYTICAL RESULTS AT WASTE MANAGEMENT FACILITIES

CONTRACT PERIOD: 36 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.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor ☐ Close Corporation ☐ Company

☐ Partnership or Joint Venture or Consortium ☐ Trust ☐ Other:

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address (Chosen Domicilium Citandi Et Executandi)	Postal Code _____
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) Telephone :(____) _____ Fax :(____) _____ Cellular Telephone:_____ E-mail address:_____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
CCT Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐Yes ☐No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐Yes ☐No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐Yes ☐No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐Yes ☐No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐Yes ☐No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐Yes ☐No
Other Required registration numbers	Not applicable

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER 128C/2026/27
INTEGRITY MANAGEMENT OF GROUNDWATER INFRASTRUCTURE, WATER SAMPLING AND ANALYTICAL RESULTS AND INTERPRETATION OF ANALYTICAL RESULTS AT WASTE MANAGEMENT FACILITIES

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 128C/2026/27
INTEGRITY MANAGEMENT OF GROUNDWATER INFRASTRUCTURE, WATER SAMPLING AND ANALYTICAL RESULTS AND INTERPRETATION OF ANALYTICAL RESULTS AT WASTE MANAGEMENT FACILITIES

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

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

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

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

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

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

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

_____
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 128C/2026/27
INTEGRITY MANAGEMENT OF GROUNDWATER INFRASTRUCTURE, WATER SAMPLING AND ANALYTICAL RESULTS AND INTERPRETATION OF ANALYTICAL RESULTS AT WASTE MANAGEMENT FACILITIES

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

Notes:

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

1 Subject . . . . . .

Details . . . . . .

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2 Subject . . . . . .

Details . . . . . .

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3 Subject . . . . . .

Details . . . . . .

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4 Subject . . . . . .

Details . . . . . .

. . . . . .

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ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

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

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

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 128C/2026/27
INTEGRITY MANAGEMENT OF GROUNDWATER INFRASTRUCTURE, WATER SAMPLING AND ANALYTICAL RESULTS AND INTERPRETATION OF ANALYTICAL RESULTS AT WASTE MANAGEMENT FACILITIES

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 . . . . . .

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

……..…… ,
(Supplier/Mandatary/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….

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

_____ _____
Witness **Mandatary**

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”.

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”

ITEM	C.5 SPECIFICATIONS – REF NO.	DESCRIPTION	UNIT	PRICE PER UNIT – FIRM FOR 12 MONTHS FROM THE DATE OF COMMENCEMENT (excl. VAT)
1	**INTEGRITY MANAGEMENT OF GROUNDWATER INFRASTRUCTURE**			
1.1	2.1.1	Assessment of groundwater infrastructure	Per borehole	R
1.2	2.1.2	Site investigation by test auger drilling	Per location	R
1.3		Installation of new groundwater monitoring and production boreholes at any waste management facility as and when required		
1.3.1	2.1.3	Air percussion drilling method – groundwater monitoring borehole	Per meter	R
1.3.2	2.1.3	Air percussion drilling method – production borehole	Per meter	R
1.3.3	2.1.3	Rotary mud drilling method - groundwater monitoring borehole	Per meter	R
1.3.4	2.1.3	Rotary mud drilling method - production borehole	Per meter	R
1.3.5	2.1.3	ODEX drilling method – groundwater monitoring borehole	Per meter	R
1.3.6	2.1.3	ODEX drilling method – production borehole	Per meter	R
1.3.7	2.1.3	Hollow stem drilling method - groundwater monitoring borehole	Per meter	R
1.3.8	2.1.3	Hollow stem drilling method – production borehole	Per meter	R
1.3.9	2.1.3	Mobilisation of equipment per waste management facility where new borehole drilling will be required. Rate to include establishment and de-establishment	Per facility	R
1.3.9.1	2.1.3	Additional daily mobilisation of equipment	Per day	R
1.3.10	2.1.4	Installation of borehole top structures	Per borehole	R
1.4		Refurbishment and remedial work required at boreholes		
1.4.1	2.1.5	Re-drilling within borehole sleeve structure	Per meter	R
1.4.2	2.1.5	Water jetting of boreholes	Per meter	R

ITEM	C.5 SPECIFICATIONS – REF NO.	DESCRIPTION	UNIT	PRICE PER UNIT – FIRM FOR 12 MONTHS FROM THE DATE OF COMMENCEMENT (excl. VAT)
1.5	2.1.6	Sealing of abandoned boreholes	Per borehole	R
1.6	2.1.7	Slug tests	Per borehole	R
2	**WATER SAMPLING AND ANALYTICAL RESULTS**			
2.1	2.2.1	Groundwater sampling and analytical results	Per borehole	R
2.2	2.2.4	Surface water sampling and analytical results	Per sample	R
2.3	2.2.4 & 2.2.5	Leachate and treated leachate sampling and analytical results	Per sample	R
2.3.1	2.2.4	Additional sampling and low level tritium analysis of leachate from leachate ponds, as instructed by the Employer	Per sample	R
2.4	2.2.2	Hydrochemical depth profiling of boreholes	Per borehole	R
2.5	2.2.3	Groundwater level monitoring	Per borehole	R
2.5.1	2.2.3	Supply, installation and commissioning of a telemetry enabled groundwater level and temperature monitoring system at an existing monitoring borehole	Per borehole	R
2.5.2	2.2.3	Supply, installation and commissioning of a telemetry enabled groundwater level, temperature and electrical conductivity monitoring system at an existing monitoring borehole	Per borehole	R
2.5.3	2.2.3	Data transmission, remote data hosting and dashboard access for a telemetry enabled groundwater monitoring system	Per borehole per month	R
2.5.4	2.2.3	Inspection, cleaning, functional verification, calibration check, maintenance and manual verification of a telemetry enabled groundwater monitoring system	Per borehole per visit	R
2.5.5	2.2.3	Review and quality assurance of continuous groundwater monitoring data, including identification and reporting of data gaps, anomalous readings and alarm events	Per facility per month	R
2.6	2.2.6	Sampling, analysis and classification of liquids, sludges and soils at various waste disposal facilities	Per sample	R
2.7		Reporting of sampling and other activities		
2.7.1	2.1.2 – 2.1.5	Report for site investigation/borehole installation/top structure installation/refurbishment	Per facility	R

ITEM	C.5 SPECIFICATIONS – REF NO.	DESCRIPTION	UNIT	PRICE PER UNIT – FIRM FOR 12 MONTHS FROM THE DATE OF COMMENCEMENT (excl. VAT)
2.7.2	2.2.1	Report for groundwater sampling event	Per facility	R
2.7.3	2.2.4	Report for surface water/leachate sampling event	Per sampling event, per facility	R
3	**INTERPRETATION OF ANALYTICAL DATA**			
3.1		Collation, statistical processing and report writing of analytical water data - for water quality interpretation reports		
3.1.1	2.3.1 - 2.3.3	Athlone Refuse Transfer Station	Per facility	R
3.1.2	2.3.1 - 2.3.3	Atlantis Landfill	Per facility	R
3.1.3	2.3.1 - 2.3.3	Bellville Landfill & Bellville Waste Management Facility	Per facility	R
3.1.4	2.3.1 - 2.3.3	Brackenfell Landfill	Per facility	R
3.1.5	2.3.1 - 2.3.3	Coastal Park Landfill	Per facility	R
3.1.6	2.3.1 - 2.3.3	Faure Landfill	Per facility	R
3.1.7	2.3.1 - 2.3.3	Fish Hoek Landfill	Per facility	R
3.1.8	2.3.1 - 2.3.3	Gordon’s Bay Landfill	Per facility	R
3.1.9	2.3.1 - 2.3.3	Kraaifontein Integrated Waste Management Facility	Per facility	R
3.1.10	2.3.1 - 2.3.3	Macassar Landfill	Per facility	R
3.1.11	2.3.1 - 2.3.3	Noordhoek Landfill	Per facility	R
3.1.12	2.3.1 - 2.3.3	Ocean View Landfill	Per facility	R
3.1.13	2.3.1 - 2.3.3	Radnor Landfill	Per facility	R
3.1.14	2.3.1 - 2.3.3	Simon’s Town Landfill	Per facility	R
3.1.15	2.3.1 - 2.3.3	Swartklip Landfill & RTS	Per facility	R
3.1.16	2.3.1 - 2.3.3	Table View Landfill	Per facility	R
3.1.17	2.3.1 - 2.3.3	Vissershok Landfill	Per facility	R
3.1.18	2.3.1 - 2.3.3	Waterkloof Landfill	Per facility	R
3.1.19	2.3.1 - 2.3.3	Woodstock Collectiions depot	Per facility	R
3.1.20	2.3.1 - 2.3.3	Leachate Treatment Plant - Vissershok	Per facility	R
3.2.1	2.3.1	Establishment, consolidation and initial validation of the centralised water quality monitoring database for all facilities, including incorporation of available historical data and establishment of the database within, or synchronisation to, the information management platform specified by	Lump sum	R

ITEM	C.5 SPECIFICATIONS – REF NO.	DESCRIPTION	UNIT	PRICE PER UNIT – FIRM FOR 12 MONTHS FROM THE DATE OF COMMENCEMENT (excl. VAT)
		the Employer		
3.2.2	2.3.1	Ongoing management and updating of the centralised water quality monitoring database for all facilities	Per month	R
4	**AD-HOC SERVICES**			
4.1	2.4.1	Pollution plume investigation	Per facility	R
4.2	2.4.1.1	Pollution plume modelling	Per facility	R
4.3	2.4.1.2	Pollution plume reporting	Per facility	R
4.4	2.4.2	Desilting and redevelopment of groundwater monitoring or abstraction infrastructure	Per borehole	
4.4.1	2.4.2	Desilting of borehole end cap depth up to 15 meters	Per borehole	R
4.4.2	2.4.2	Desilting of borehole end cap depth up to 30 meters	Per borehole	R
4.4.3	2.4.2	Desilting of borehole end cap depth up to 45 meters	Per borehole	R
4.4.4	2.4.2	Desilting of borehole end cap depth up to 60 meters	Per borehole	R
4.4.5	2.4.2	Desilting of borehole deeper than 60 meters	Per borehole	R
4.4.6	2.4.2	Report for desilting of groundwater infrastructure	Per facility	R
4.5	2.4.3	Geophysical survey and reporting	Per report	R
4.6	2.4.4	Borehole pump testing and reporting	Per borehole	R
4.6.1	2.4.4.1	Groundwater tracer testing and reporting as per Specifications	Per test	R
4.7	2.4.5	Compilation and updating of water monitoring plans as per Specifications	Per report	R
4.8	2.4.6	Attendance and presentation at residents' monitoring committee meetings	Per meeting	R
4.9	2.4.7.1a	Supply and installation of freeboard monitoring pole for surface water ponds	Per pond	R
4.10	2.4.7.1b	Supply and installation of freeboard monitoring pole for leachate ponds	Per pond	R
4.10.1	2.4.7.2	Supply, installation and commissioning of a non contact radar level sensor and telemetry system for continuous monitoring of liquid level and freeboard at a leachate pond	Per pond	R
4.10.2	2.4.7.2	Data transmission, remote data hosting, dashboard access and alarm notification services for a	Per pond per month	R

ITEM	C.5 SPECIFICATIONS – REF NO.	DESCRIPTION	UNIT	PRICE PER UNIT – FIRM FOR 12 MONTHS FROM THE DATE OF COMMENCEMENT (excl. VAT)
		remote leachate pond freeboard monitoring system		
4.10.3	2.4.7.2	Inspection, cleaning, functional verification, calibration check and maintenance of a remote leachate pond freeboard monitoring system	Per pond per visit	R
4.10.4	2.4.7.2	Review and quality assurance of continuous leachate pond level and freeboard monitoring data, including reporting of alarm events, data gaps and periods where specified freeboard requirements were not maintained	Per facility per month	R
4.11	2.4.8	Survey of surface water and leachate ponds to establish reference elevations and freeboard monitoring requirements as per Specifications	Per pond	R
4.12	2.4.9	Water Use Authorisation	Per facility	R
4.13	2.4.9	Aquatic biodiversity screening	Per facility	R
4.14	2.5	Professional support services for advising on incidents, non-conformances and new infrastructure installation	Per hour	R
4.15	2.6	Site visits to waste facilities	Per facility	R
4.16	7	Review meetings	Per meeting	R

ITEM	C.5 SPECIFICATIONS – REF NO.	DESCRIPTION	UNIT	MONTH 1 – 12 (excl. VAT)	MONTH 13 – 24 (excl. VAT)	MONTH 25 – 36 (excl. VAT)
4.17	2.7	Provisional Sum	Sum	R3,000 000.00		

INITIALS OF CCT OFFICIALS		
1	2	3

Pricing Instructions:

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

5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.

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

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

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

5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded 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.**

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

5.8 A Provisional Sum allowance of R 3 000 000.00 over the 36 months contract period is included in the Pricing Schedule and the use thereof will be limited to any specific specialised work that relates to unforeseen activities for pollution plume investigations, water quality sampling or refurbishment of groundwater monitoring infrastructure that is not itemised in the Pricing Schedule. Work can only commence after written approval has been obtained by the Employer. The tenderer is to note that the Provisional Sum will not be used to cover the shortfall for rates submitted in the Price Schedule.

5.9 Prices tendered shall be subject to adjustment in accordance with Schedule F.1 Contract Price Adjustment. Firm prices will not be considered and the tender will be declared non-responsive if firm prices are submitted.

5.10 The tenderer's attention is drawn to the Municipal Cost Containment Regulations, 2019 (published in Government Gazette on 7 June 2019). Rates tendered must not be excessively low or exceed rates:

(a) set out in the "Guide on Hourly Fee Rates for Consultants" issued by the Department of Public Service and Administration (DPSA rates); and

(b) as prescribed by the body regulating the profession of the consultant.

INITIALS OF CCT OFFICIALS		
1	2	3

C.5 SPECIFICATION(S)

1. BACKGROUND

The Urban Waste Management Directorate: Waste Services Department: Disposal branch is responsible for the operation, management and monitoring of waste management facilities within the City of Cape Town's (CCT) municipal boundaries. The facilities include operational landfill sites, operational refuse transfer stations, as well as closed and historic landfill sites.

The waste permits/waste management licences for these facilities stipulate specific conditions pertaining to water quality monitoring, that must be adhered to. To ensure compliance, water quality monitoring must be performed at various frequencies and for variables prescribed in the waste permits/waste management licences.

It is a requisite to ensure that unobstructed sampling of groundwater is performed in the existing boreholes and that interpretation and reporting of analytical water quality data is conducted. The *Minimum Requirements for Water Monitoring at Waste Management Facilities (1998)* provides the methodology for water quality monitoring, that must be followed from start to finish.

Previous assessments have identified the need for periodic integrity management of groundwater monitoring infrastructure. Desilting or redevelopment shall be undertaken on an ad hoc basis where the condition or performance of a borehole indicates that it is required. This is required in addition to other related functions as part of integrity management to confirm that all monitoring infrastructure and sampling points at these waste management facilities comply with the relevant requirements. This prevents replacement of infrastructure at significant costs and also ensures representative samples are obtained for analysis.

The competent authorities have made it incumbent for sampling, analysis and interpretation to be done for groundwater, surface water and leachate using the required specialised sampling equipment, techniques and procedures. The CCT does not possess all of the required resources to perform the sampling as required. Routine and ad-hoc water quality monitoring must be completed as stipulated in the waste permits/waste management licences conditions of the facilities

The relevant legislation, supporting documentation and guidelines that have to be considered, as a minimum include the following:

- Minimum Requirements for Water Monitoring at Waste Management Facilities, of the Department of Water Affairs and Forestry (DWAF), Second Edition, 1998
- Minimum Requirements for Waste Disposal by Landfill, of the Department of Water Affairs and Forestry (DWAF), Second Edition, 1998
- National Environmental Management Act, 1998 (Act No. 107 of 1998), as amended (NEMA)
- National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008), as amended (NEM:WA)
- National Water Act, 1998 (Act No. 36 of 1998), as amended (NWA)
- Waste permits/waste management licences

This project seeks to acquire a Service Provider that has expert knowledge of and extensive experience in water quality monitoring, groundwater infrastructure integrity management, geohydrology, groundwater assessments, investigative monitoring, water sampling, analysis and interpretation, for waste management facilities. The Service Provider must also have expert and technical competence on contaminated land and pollution management that are of similar nature to the key activities as described below.

Routine water quality monitoring shall be undertaken at the facilities.Water quality monitoring at refuse transfer stations, material recovery facilities and integrated waste management facilities shall be undertaken on an ad hoc basis when instructed by the Employer, unless a specific licence, permit, authorisation or other regulatory requirement prescribes routine monitoring at a particular refuse transfer station.

2. SCOPE OF WORK

The following key activities will be required as part of this tender and comprise of the following:

2.1 INSTALLATION AND INTEGRITY MANAGEMENT OF GROUNDWATER INFRASTRUCTURE

2.1.1 Assessment of groundwater infrastructure

The integrity of the existing groundwater boreholes has to be assessed where no background information is available or to confirm specific information for newly installed boreholes to obtain the surveyed location, diameter, depth of borehole and type of material used for the inner casing. The assessment for each borehole will include but is not limited to the following;

a) Surveying by a registered surveyor to obtain the collar or casing height, natural ground level next to borehole structure and position of the boreholes using an accurate survey method to obtain X, Y & Z coordinates as per the LO19 / WGS84 reference system.
b) The casing height used as a reference when measuring top of water.
c) End cap depth and rest water level of the boreholes to be confirmed using accurate dip meters.
d) Photographic evidence in form of geotagged pictures for each borehole where work has been completed. The information must be in table format with reference to all work completed at each borehole location, including existing conditions, type of top structure, material used for borehole sleeve, diameter of borehole, groundwater depth in borehole and recommendations if any work is required at the boreholes.
e) Confirmation to be obtained if the boreholes infrastructure is on the DWS register and identification attached to it, if listed.
f) All information relating to infrastructure to be mapped on a spatial layout indicating all data, including location (X,Y,Z), size, end cap depth, collar elevation above mean sea level, elevation to indicate NGL next to casing, water level, collar height above NGL and condition.
g) The use of handheld GPS units will not be allowed.

2.1.2 Site investigation by test auger drilling

There may be a need to perform field assessments at any of the solid waste management facilities to confirm the geological profiling or soil profiles for the specific area as part of a planning procedure to inform the requirements when new borehole infrastructure is required.

In order to obtain the geological profiling at selected sites, test auger hole drilling will be required as test pit excavation will not cover the depth profile to the full extent of the closest existing installed borehole infrastructure.

The outcome of the assessment shall include but not limited to following;

a) Geological soil formations encountered.
b) Indication of layers encountered, visual moisture conditions, colour, consistency, potential origin of soil.
c) Drilling to confirm soil profile or layers to extend to a minimum depth of 20m.
d) The thickness and depth of different soil profile layers to be measured to nearest 50mm.
e) Groundwater conditions encountered.
f) Groundwater depth.
g) The position of test holes to be recorded and logged with GPS device and indicated on a map.
h) Closing off the hole after assessment completed.

2.1.3 Installation of new boreholes

The installation of new monitoring and production boreholes may be required at waste management facilities within the municipal boundaries of the CCT over the contract period.

The following needs to be considered:

a) The borehole drilling depth will be site specific to ensure the primary or secondary aquifer is intersected based either on a shallow or deep installation profile.
b) The minimum internal casing size of 90mm Class 6 uPVC for monitoring boreholes and 125mm Class 12 uPVC for production boreholes or similar.
c) The overall borehole depth and slotted zone of the borehole sleeve to accommodate for any seasonal fluctuations that may be experienced in the groundwater table. The slot size will be determined by the geological conditions of the site.
d) The assumption is that the required boreholes may be in Cape Flats sandy soils but could also be within rock or clay formations based on the general geology as encountered within the various regions of the CCTs municipal area.
e) Details indicating the existing borehole diameter and depths for various facilities are shown in Table 8.2 of this document.
f) The proposed drilling method for new boreholes at the facilities where no existing infrastructure is in place will be based on the findings of site investigations by test auger drilling.
The Service Provider needs to supply rates per meter for each type of drilling method and borehole type listed in the Price Schedule, applicable to the installation of groundwater monitoring and production boreholes. The rate shall include all plant, equipment, material, uPVC sleeves, packing material and well development required for installation of boreholes in any soil condition that can be anticipated at the facilities.
g) After installation of groundwater infrastructure, a drilling report must be supplied by the Service Provider that must include the type of drilling methods used, soil profiling, borehole logs and discussion of geology and general soil conditions for the geographical area of the site.
h) The Service Provider will be allowed to claim for the mobilisation of equipment per waste management facility where new borehole drilling will be required. The mobilisation of equipment (i.e. drilling rig) is defined as transporting to and removing of the equipment from the facility per day, as required.
i) The rate for the concrete plinth, top structure and marking post is allocated under a separate item of the Pricing Schedule
j) Well development to be performed after borehole installation using approved methods.

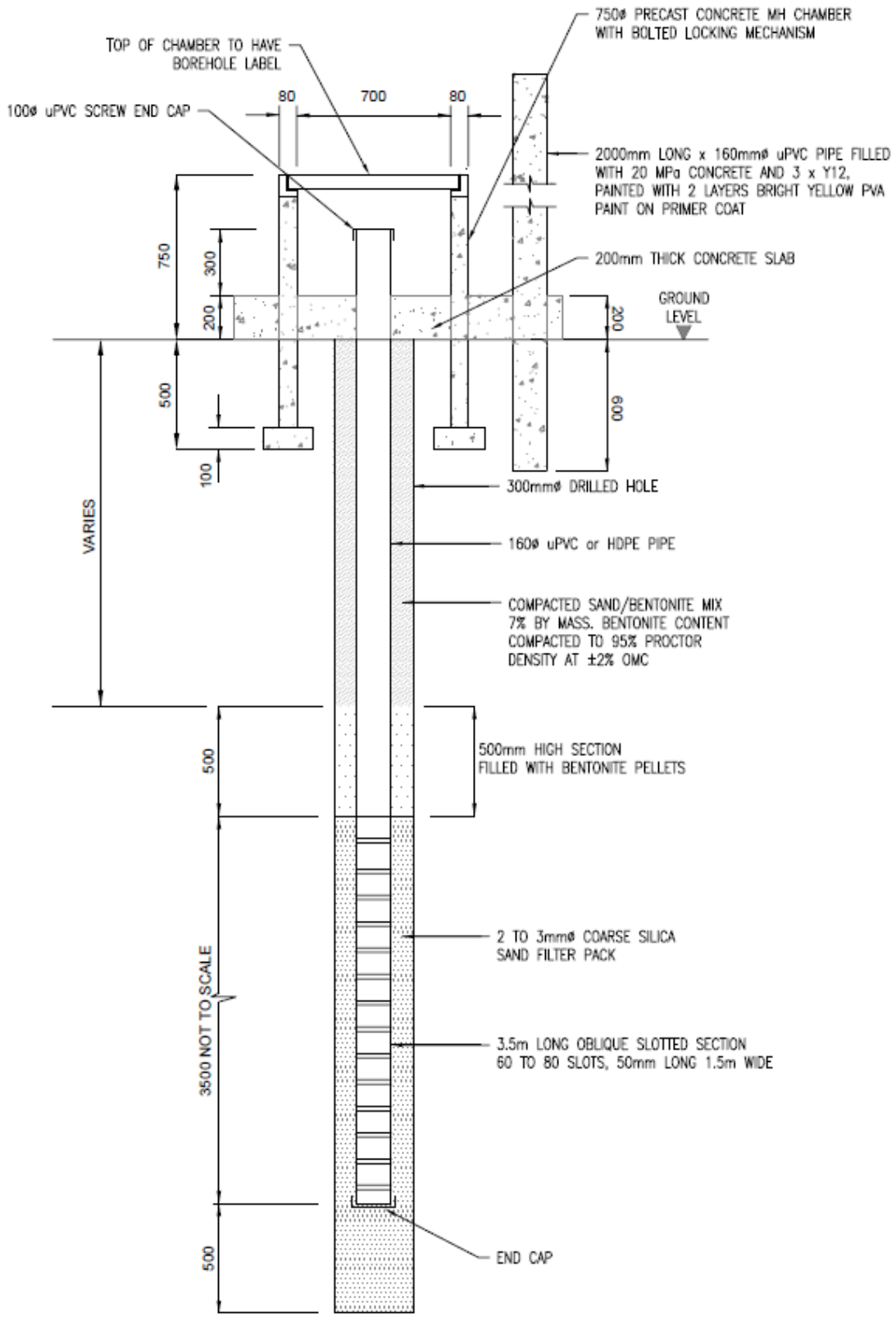
The Employer accepts no responsibility, liability, loss or damages to equipment utilised on facilities for the installation of new boreholes. Equipment is used at “own risk” and it should be noted that law enforcement can be arranged for specific sites in consultation with the Employer before on-site activities commences but the liability for protecting/securing equipment lies solely with the Service Provider.

2.1.4 Installation of borehole top structures

Due to the nature and location of groundwater monitoring boreholes it is assumed that the top structures may be lost or damaged due to site developments, construction activities or vandalism. To ensure borehole areas are protected and secured, there may be a need to re-instate the top structures of boreholes as per the following:

a) The Service Provider may be required to replace and install new top structures at borehole points.
b) The work may include extending and altering the current borehole casing and inner sleeve
c) Allowance for concrete plinth around casing and enclosure.
d) Allowance to be made to supply and install tamperproof borehole manhole / enclosure or similar that is manufactured of non-recoverable material.
e) Typical borehole top structure detail shown in Figure 1.
f) Allowance to be made in rate for all materials, labour and equipment required to complete the work at any of the sites, which includes supervisory presence on site to verify the quality of the work executed.
g) A report must be supplied by the Service Provider

Figure 1: Details of typical borehole structure



2.1.5 Refurbishment / remedial work required at boreholes

When referring to groundwater sampling the best practice is to ensure boreholes are kept in a good condition to ensure sampling can be performed over extended periods. Due to the nature and location of groundwater monitoring boreholes it is anticipated that boreholes may be blocked with sand, vegetation, roots, building material or any other substance. To reduce the loss of boreholes it will be required for the Service Provider to employ re-drilling or water jetting methods to clear and repair boreholes and reinstate for monitoring where practical.

If a drilling method is considered, it should be selected based on the internal diameter of the borehole sleeve and care should be taken as not to damage the internal structure of the borehole. The re-drilling or water jetting method to be priced per meter; however, the Service Provider needs to supply the actual depth of drilling that was used for clearance to allow payment of the item. The replacement of top structures are allocated under a separate item in the scope of works and pricing schedule.

2.1.6 Sealing of abandoned boreholes

Based on the integrity assessment, in the event that recommendations are obtained for the abandonment of selected boreholes that cannot be repaired or cleared for sampling, these have to be sealed. The requirement will be for the Service Provider to use the method as prescribed by the Department: Water and Sanitation for plugging of an abandoned borehole to seal off the borehole to avoid any ingress of possible contaminants into the groundwater or aquifer.

2.1.7 Slug Tests

Slug tests may be required at specific boreholes to establish the rate of recharge and hydraulic conductivity for the monitoring boreholes.

2.2 SAMPLING AND ANALYTICAL RESULTS

The Service Provider shall ensure that samples are submitted to the laboratory without undue delay and shall actively manage laboratory turnaround times to ensure that the monitoring and reporting requirements of the Contract are achieved. Any anticipated delay in the receipt of analytical results that may affect a contractual reporting timeframe shall be communicated to the Employer in writing as soon as the delay becomes known.

2.2.1 Groundwater monitoring

The Service Provider will be required to perform groundwater sampling at boreholes at the frequencies specified in the applicable waste permits, waste management licences, approved monitoring programmes. Groundwater monitoring at refuse transfer stations, material recovery facilities and integrated waste management facilities shall be undertaken on an ad hoc basis when instructed by the Employer, unless otherwise required by an applicable authorisation.

To achieve compliance, the proposed sampling methods to be employed by the Service Provider will have to comply with the requirements as discussed in *WRC Report No. TT 733/17, 2017: Groundwater Sampling Manual (WRC Report No. TT 733/17)*, *Minimum Requirements for Water Monitoring at Waste Management Facilities (1998)* or other approved methods as per standards.

The breakdown for borehole sampling and analysis is summarised as follows:

a) Low flow sampling technique to be followed as per *WRC Report No. TT 733/17.*
b) *Sampling is to be undertaken at the same sampling depth per event.*
c) Rest water level to be measured before sampling for each borehole sampled using a dip meter.
d) Indicator parameters (pH, EC, DO, T & ORP) to be determined in a flow through cell with a multi parameter probe.
e) Field parameters to be recorded.
f) Storage and handling of samples to ensure integrity are maintained.
g) Samples to be submitted for analysis to a SANAS or similar accredited laboratory.
h) A certified copy of SANAS accreditation or similar current status of laboratory to be submitted.
i) All analytical results to be signed off by a professional registered signatory.
j) Factual groundwater monitoring report must be compiled per facility and is to include, as a minimum, background information, geology, field parameters, borehole water depths, analytical

results and valid laboratory certificates. The factual report shall be submitted to the Employer within 10 Working Days after receipt of the final validated analytical results from the laboratory.

The table below depicts a typical list of constituents to be tested for.

GROUNDWATER CONSTITUENTS		
Alkalinity as CaCO3 (mg/l)	Copper (ug/l)	Phenol (mg/l)
Ammonia (mg/l)	Cyanide (mg/l)	Potassium (mg/l)
Arsenic (ug/l)	Fluoride (mg/l)	Sodium (mg/l)
Boron (mg/l)	Lead (ug/l)	Sulphate (mg/l)
Cadmium (ug/l)	Magnesium (mg/l)	Total Dissolved Solids (mg/l)
Calcium (mg/l)	Manganese (ug/l)	Free and Saline ammonia as N (NH4 -N)
Chloride (mg/l)	Mercury (ug/l)	Fluoride
Chromium (hexavalent) (ug/l)	Nitrate + Nitrite as Nitrogen (mg/l)	Phenolic Compounds (Phen)
Chromium (total) (ug/l)	Nitrate (mg/l)	Total Organic Carbon (TOC)
Chemical Oxygen Demand (mg/l)	Nitrite (mg/l)	Total Organic Halogen (TOX)
Conductivity (mS/m)	pH	

The table below depicts additional consistuents to be tested for biannually at the following waste management facilities:

WASTE MANAGEMENT FACILITY	**CONSTITUENTS**
Vissershok North Landfill	Cadmium (mg/l)
	Biological Oxygen Demand
	Total Chromium
	Total Dissolved Solids (TDS)
	Volatile Organic Compounds
	Tritium
Bellville Landfill	Phosphates
Waterkloof Landfill	Iron (mg/l)

2.2.2 Hydrochemical depth profiling of boreholes

During the contract period there will be a need to perform hydrochemical depth profiling of monitoring boreholes using the method as described in the *WRC Report No. TT 733/17* to determine the depth zone of a specific borehole to ensure sampling can be performed to obtain the water quality conditions of the aquifer that the borehole intersects and not the stagnant water in the borehole. The diameter and depth of the boreholes installed at the waste management facilities ranges from 55mmØ up to 140mmØ and from 10m up to 60m, respectively.

This should be conducted at a bi-annual frequency at the Atlantis Landfill Site.

2.2.3 Groundwater level monitoring

Groundwater levels shall be measured manually at the monitoring boreholes and at the frequencies specified in the applicable waste permits, waste management licences, approved monitoring programmes or as instructed by the Employer.

Manual groundwater level measurements shall be taken using an appropriately maintained and verified water level meter. The measurement shall be referenced to the surveyed borehole measuring point and recorded together with the date, time, borehole condition, rest water level and any relevant field observations.

Continuous groundwater monitoring may also be instructed at selected monitoring boreholes during the contract period. The selection of boreholes and the parameters to be monitored shall be determined by the Employer based on site specific monitoring requirements.

Where continuous monitoring is instructed, the Service Provider may be required to supply, install and commission either:

a) A telemetry enabled groundwater level and temperature monitoring system

b) A telemetry enabled groundwater level, temperature and electrical conductivity monitoring system

The selected system shall include the required sensor assembly, suspension and mounting system, secure protective enclosure, power supply, communications equipment, local data storage, remote data transmission and dashboard access.

Electrical conductivity measurements, where instructed, shall be temperature compensated and reported as specific conductance referenced to 25 degrees Celsius. The system shall retain data locally during periods of communications failure and automatically transmit stored data once connectivity has been restored.

The Service Provider shall undertake commissioning, initial calibration, routine inspection, cleaning, functional verification, calibration checks, maintenance and manual verification of installed equipment. Groundwater level data shall be referenced to the surveyed borehole measuring point and corrected for atmospheric pressure where applicable.

Configurable alarm or exception notifications may be required for abnormal groundwater levels, changes in electrical conductivity, equipment failure, power failure and communications failure. Raw and processed monitoring data shall remain the property of the Employer and shall be supplied in an editable format approved by the Employer.

Manual groundwater level measurements shall continue at telemetry equipped boreholes at a frequency instructed by the Employer for the purpose of verifying the continuous monitoring data.

2.2.4 Surface water and leachate sampling and analytical results

The Service Provider will be required to perform surface water, raw leachate, treated leachate, effluent, filtrate and permeate sampling at waste management facilities based on the frequency (i.e. annually, bi-annually, quarterly or monthly) as per the waste permit/waste management licence requirements. To achieve compliance, the proposed sampling methods to be employed by the Service Provider will have to comply with the *Minimum Requirements for Water Monitoring at Waste Management Facilities (1998).*

The breakdown for surface water and leachate sampling and analysis are summarised as follows:

a) Composite or grab samples of surface water and/or leachate at waste management facilities as identified by the Client.
b) Storage and handling of samples to ensure integrity are maintained.
c) Samples to be submitted for analysis to a SANAS or similar accredited laboratory.
d) A certified copy of SANAS accreditation or similar current status of laboratory has to be submitted with the results.
e) All analytical results to be signed off by a professional registered signatory.
f) Monitor and take freeboard readings at surface water and leachate ponds when sampling is performed.
g) Factual surface water and leachate monitoring report must be compiled per facility and to include, as a minimum, background information, field parameters, analytical results and valid laboratory certificates. The factual report shall be submitted to the Employer within 10 Working Days after receipt of the final validated analytical results from the laboratory.

The table below depicts a typical list of constituents to be tested for.

SURFACE WATER AND LEACHATE CONSTITUENTS		
Alkalinity as CaCO3 (mg/l)	Copper (ug/l)	Phenol (mg/l)
Ammonia (mg/l)	Cyanide (mg/l)	Potassium (mg/l)
Arsenic (ug/l)	Fluoride (mg/l)	Sodium (mg/l)
Boron (mg/l)	Lead (ug/l)	Sulphate (mg/l)
Cadmium (ug/l)	Magnesium (mg/l)	Total Dissolved Solids (mg/l)
Calcium (mg/l)	Manganese (ug/l)	Free and Saline ammonia as N (NH4 -N)
Chloride (mg/l)	Mercury (ug/l)	Fluoride
Chromium (hexavalent) (ug/l)	Nitrate + Nitrite as Nitrogen (mg/l)	Phenolic Compounds (Phen)
Chromium (total) (ug/l)	Nitrate (mg/l)	Total Organic Carbon (TOC)
Chemical Oxygen Demand (mg/l)	Nitrite (mg/l)	Total Organic Halogen (TOX)
Conductivity (mS/m)	pH	

Additional consistuents require analysis at the following sites on a bi-annual basis:

WASTE MANAGEMENT FACILITY	**CONSTITUENTS**
Vissershok North Landfill	Cadmium (mg/l)
	Biological Oxygen Demand
	Total Chromium
	Total Dissolved Solids (TDS)
	Volatile Organic Compounds
	Tritium
Bellville Landfill	Phosphates

2.2.5 Effluent discharge sampling and analytical results

The Service Provider will be required to perform raw leachate and effluent sampling at waste management facilities every two months. To achieve compliance, the proposed sampling methods to be employed by the Service Provider will have to comply with the *Minimum Requirements for Water Monitoring at Waste Management Facilities (1998).*

The breakdown for sampling and analysis at waste management facilities are summarised as follows:

a) Composite or grab samples of leachate and effluent at waste management facilities as identified by the Client.
b) Storage and handling of samples to ensure integrity are maintained.
c) Samples to be submitted for analysis to a SANAS or similar accredited laboratory.
d) A certified copy of SANAS accreditation or similar current status of laboratory has to be submitted with the results.
e) All analytical results to be signed off by a professional registered signatory.
f) Factual leachate and effluent monitoring report must be compiled per facility and to include, as a minimum, background information, field parameters, analytical results and valid laboratory certificates. The factual report shall be submitted to the Employer within 10 Working Days after receipt of the final validated analytical results from the laboratory.

The table below depicts a typical list of constituents to be tested for as per the CCTs Wastewater and Industrial Effluent By-law (PG 7227; LA 56448) and the By-law related to Stormwater Management (PG 6300; LA 31420)

Section A: General		**Not less than**	**Not to exceed**
1.	Temperature at point of entry	0℃	40℃
2.	Electrical Conductivity at 25℃		500 mS/m
3.	pH Value at 25℃	5.5	12.0
4.	Chemical Oxygen Demand		5 000 mg/ℓ
Section B: Chemical substances other than Heavy Metals — maximum concentrations			
1.	Settleable Solids (60 minutes)		50 ml/ℓ
2.	Suspended Solids		1 000 mg/ℓ
3.	Total dissolved solids at 105 C		4 000 mg/ℓ
4.	Chloride as Cl		1 500 mg/ℓ
5.	Total sulphates as SO4		1 500 mg/ℓ
6.	Total phosphates as P		25 mg/ℓ
7.	Total cyanides as CN		20 mg/ℓ
8.	Total sulphides as S		50 mg/ℓ
9.	Total phenols as C6H5OH		50 mg/ℓ
10.	Total sugars and starches as glucose		1 500 mg/ℓ
11.	Oils, greases, waxes and fat		400 mg/ℓ
12.	Sodium as Na		1 000 mg/ℓ
Section C: Metals and inorganic content — maximum concentrations			
Group 1			
1.	Iron as Fe		50 mg/ℓ

2.	Chromium as Cr	10 mg/ℓ
3.	Copper as Cu	20 mg/ℓ
4.	Zinc as Zn	30 mg/ℓ
Total collective concentration of all metals in Group 1 shall not exceed 50 mg/ℓ		
Group 2		
5.	Arsenic as As	5 mg/ℓ
6.	Boron as B	5 mg/ℓ
7.	Lead as Pb	5 mg/ℓ
8.	Selenium as Se	5 mg/ℓ
9.	Mercury as Hg	5 mg/ℓ
10.	Titanium as Ti	5 mg/ℓ
11.	Cadmium as Cd	5 mg/ℓ
12.	Nickel as Ni	5 mg/ℓ
Total collective concentration of all metals and inorganic constituents in Group 2 shall not exceed 20 mg/ℓ		

2.2.6 Sampling, analysis and classification of liquids, sludges and soils at various waste diposal facilities

The Service Provider may be requested to perform sampling and analysis of various liquids and sludges that are encountered as part of leachate drainage or leachate treatment that are unclassified and regarded as waste for specific facilities.

The liquid / waste types may include as a minimum:

- Raw leachate at any facility
- Treated leachate / effluent and permeate at Vissershok South Leachate Treatment Plant
- Brine of Reverse Osmosis process at Vissershok South Leachate Treatment Plant
- Sludge of Post Aeraton tank at Vissershok South Leachate Treatment Plant
- Any other sludges for leachate at any waste disposal facility.

To achieve compliance the proposed classification methods must comply with the standards as stipulated by the South African National Standard Globally Harmonized System of Classification and Labelling of Chemiclas (GHS) – SANS 10234: 2019 Edition 2.

The breakdown for sampling, analysis and classification as per following;

a) Taking of composite or grab samples of leachate, sludges or brine at the facilities as identified by the client.
b) Storage and handling of samples to ensure integrity maintained.
c) Submitting of samples for analysis and classification to a SANAS accredited laboratory.
d) A Certified copy of SANAS accreditation of laboratory has to be submitted
e) The classification certificates and any other results are to be signed off by a professional registered Natural Scientist.

In addition, the Service Provider may be required to classify soils encountered on-site to detect the presence of contamination in accordance with but not limited to the following legislation:

- National Norms and Standard for the Assessment of Waste for Disposal to Landfill (6(1) and 6(2))
- National Norms and Standard for the Remediation of Contaminated Land and Soil Quality in the Republic of South Africa

2.3 INTERPRETATION OF ANALYTICAL RESULTS AT WASTE MANAGEMENT FACILITIES

The interpretation of water quality data is required following every sampling event at waste management facilities. The major components of the water quality interpretation report is explained below.

2.3.1 Collation of analytical water quality data

The Service Provider will:

a) Obtain available analytical data and location data for all monitoring points from the Client for all facilities. The data may be available in PDF format or Excel format.
b) Collate data in a presentable and workable format as agreed to with the Client.
c) Establish and maintain a centralised water quality monitoring database containing all historical and current groundwater, surface water, leachate, treated leachate, effluent, filtrate and permeate data supplied by the Employer or generated under the contract. The database shall be maintained within, or routinely synchronised to, a designated City of Cape Town SharePoint location or other information management platform specified or approved by the Employer. The database shall include, as a minimum, the facility name, unique monitoring point identifier, sampling matrix, monitoring point coordinates, sampling date, sampling depth where applicable, field measurements, analytical results, units, analytical methods, method detection limits, laboratory qualifiers, QA/QC results and references or links to the applicable laboratory certificates.
d) Perform quality assurance and validation of data entered into the database, including identification of duplicate records, inconsistent monitoring point names, incorrect units, missing metadata, anomalous values and results reported below analytical detection limits. Any identified data issues shall be recorded and where appropriate, brought to the attention of the Employer.
e) Update the database as new field and laboratory data become available and, as a minimum, on a monthly basis. Current electronic copies of the database shall be maintained in an editable format, including Microsoft Excel, CSV or another format approved by the Employer, and shall be made available to the Employer through the designated City of Cape Town SharePoint location or other information management platform specified by the Employer.
f) Generate layout maps per facility, depicting labelled monitoring points and specify the GPS co-ordinates appropriately.
g) Obtain from the Department of Water and Sanitation (DWS), recent hydrocensus data for groundwater boreholes installed within a 5km radius of the specific facility to establish the local analytical background data for groundwater and include the information with the interpretation as a reference point in relation to the monitored groundwater at the facilities.
h) Collation of monthly data for raw leachate, treated leachate, effluent, filtrate and permeate for Vissershok Leachate Treatment Plant.
i) The analytical data is available monthly, quarterly or bi-annual, as per the intervals of monitoring indicated.
j) Updating of all water quality analytical data for operational, closed and historic facilities.

All raw data, processed data, metadata, database structures, data dictionaries and supporting records generated or maintained under the contract shall remain the property of the Employer. The Employer shall have unrestricted access to the database and supporting records throughout the contract. Continued access to the data after completion of the contract shall not depend on proprietary software or licences supplied by the Service Provider.

2.3.2 Statistical processing of analytical data

The Service Provider will:

a) Process all analytical data per facility. This includes inorganic constituents and trace elements for groundwater, surface water, leachate and leachate effluent.
b) Develop piper diagrams or similar diagrams to plot water quality and trending graphs.
c) Assess for trends and map information to ensure potential pollution profiles are generated, which includes the requisite contour maps and groundwater flow direction to accurately inform the water quality status of the facilities.
d) Interpret data and information and present in a format prescribed by the Minimum Requirements for Water Monitoring at Waste Management Facilities (Second Edition 1998) of the Department of Water Affairs and Forestry (DWAF) as well as waste permit/waste management licence requirements.

e) Importantly, time series trend analysis to be accurately delineated to provide insight into the areas of concern.
f) Distinct comparison of analytical results and interpretation will be required during wet and dry seasons to identify seasonal trends and fluctuations.
g) The water quality variables that is applicable for pollution, due to impacts from leachate and/or effluent release into the environment must be compared between upstream and downstream boreholes.

2.3.3 Report Writing

The Service Provider must compile comprehensive reports per waste management facility, which will include, *inter alia*, the following minimum key components:

a) Interpretation of data, time series trend analys, piper- or similar diagrams, spatial distribution maps, contour maps.
b) Background groundwater water quality in close proximity to the facilities in relation to the groundwater at the facilities.
c) Importantly, time series trend analysis needs to be accurately delineated to provide insight into areas of concern.
d) Interpretation of data and presentation of the same in a format prescribed by the Minimum Requirements for Water Monitoring at Waste Management Facilities (Second Edition 1998) of the Department of Water Affairs and Forestry (DWAF) as well as waste permit/licence requirements.
e) Recommendations for remediation of any potential issues identified including remediation plans or proposals, where required.
f) Interpretation and status of groundwater quality and recommendation for future monitoring/improvements to the current monitoring system.
g) Remediation proposals to be advised per facility.
h) The reports will be linked to the frequency of bi-annually (twice per year) or quarterly (4 times per year) borehole sampling, with inclusion of interpretation for weekly or monthly analytical data for surface water, other water samples and leachate.
i) Reports for Vissershok Landfill Site treated leachate / effluent / filtrate / permeate to be completed monthly.
j) Submit electronic draft reports to the Client for review within 20 days after analytical data has been made available from the laboratory.
k) Update reports based on any comments received from the Client and any other licensing authority.
l) The reports need to be finalised and signed off by the Project Manager / Signatory of the Service Provider within 10 days after comments have been supplied.

2.4 AD-HOC SERVICES

2.4.1 Pollution plume investigation

The Service Provider will be required to review historical and current analytical data to investigate and determine the extent of potential pollution plume at any of the waste facilities. This includes regional geology and geohydrology information available as per previous studies completed for facilities;

The following need to be considered and included with the investigation.

a) Review and assess groundwater conditions at the facilities in relation to the groundwater quality at the facilities.
b) Acquire an understanding of the leachate collection, leakage detection drainage system and storage at the facilities as well as the nature and quality of leachate generated at the facilities.
c) Advise on potential onsite contamination sources (i.e leachate from current activities or from unlined landfill areas) which may contribute to groundwater contamination.
d) Establish and investigate the leachate footprint and compare with the possible presence of a pollution plume footprint in the groundwater.
e) If the presence of a pollution footprint has been determined and does not match the leachate footprint; the possible source/origin of the pollution should be indicated, based on the interpretation of such a footprint.
f) Trending, mapping and delineation of pollution plume to ensure a pollution profile is generated.

g) Identify the need for and location for new boreholes, if additional pollution plume monitoring boreholes are required. Please refer to section 2.1.3 of the Specifications for the installation of new boreholes.
h) The findings of the pollution plume to be included with water quality monitoring and interpretation report discussions where required.
i) Augumented or further detailed investigations that may be required needs to be advised.
j) Recommendations for remedial measures that could be taken to mitigate groundwater contamination.

2.4.1.1 Pollution plume modelling

The Service Provider will be required to generate a pollution plume model using an appropriate computer application to produce a pollution plume simulation. All site specific inputs are to be sourced by detailed site work and geophysical surveys. Historic and current analytical data are to be used to determine the extent of the plume and estimated rate of the plume movement. The model is to be superimposed on a map with .shp, .dxf or .kmz format that can be imported to ArcGIS where the extent of the pollution plume can be shown in comparison to site boundaries, landfill footprint and monitoring infrastructure. As part of the modelling, a Conceptual Site Model for the facility is to be generated.

2.4.1.2 Report for pollution plume investigation

A comprehensive report will be required to discuss the findings of the pollution plume investigations. The report must include modelling layouts, interpretation, trending, time series graphs, diagrams, spatial distribution maps, contour maps, interpretation, conclusions and recommendations for any mitigation or remedial measures required. A draft report must be submitted to the Client for review, prior to finalisation of the report.

2.4.2 Desilting and redevelopment of groundwater infrastructure

It is not anticipated that groundwater monitoring or abstraction boreholes will require desilting or redevelopment on an annual basis. Where the condition or performance of a borehole indicates that desilting or redevelopment may be required, the Service Provider shall assess the borehole and provide a motivation to the Employer prior to undertaking the work.. Reasons for desilting could include:

a) Change in water quality due to ingress of silt or other foreign matter;
b) Obstructions in boreholes; and
c) Drastic change in borehole depth due to silting.
d) Excessive sediment or turbidity during groundwater sampling.
e) Deterioration in the hydraulic response of the borehole or difficulty obtaining a representative groundwater sample.

Prior to commencing the work, the Service Provider shall record the condition of the borehole and, as a minimum, determine the following where practicable:

a) Borehole identification and location.
b) Casing diameter
c) Condition of the borehole casing and top structure.
d) Rest water level.
e) Accessible borehole depth.
f) Known or available information regarding the installed depth, screen interval and end cap depth.
g) The nature and approximate depth of any obstruction encountered.

The Service Provider shall submit a proposed method for desilting or redevelopment for approval by the Employer before commencing the work. The selected method shall take account of the borehole construction, internal diameter, depth, geological conditions and the nature of the obstruction or sediment present.

Desilting and redevelopment methods may include airlifting, surging, mechanical brushing or other suitable methods approved by the Employer. The method selected shall not damage the borehole casing, screen, end cap, filter pack or surrounding formation.

Where airlifting is undertaken, the operation shall continue until loose sediment has been removed as far as reasonably practicable and the borehole condition has improved sufficiently to allow continued use for its intended monitoring or abstraction purpose. The Service Provider shall record the condition of the discharged water during redevelopment. The operation shall not be required to continue indefinitely solely for the purpose of achieving completely clear water.

Where a borehole cannot be successfully cleared to the expected or previously recorded depth due to vegetation, roots, foreign objects, damaged infrastructure or other obstructions, the Service Provider shall inform the Employer and make recommendations regarding further remedial work. Re drilling or water jetting shall only be undertaken following approval and written instruction by the Employer and shall be measured under the applicable separate items in the Pricing Schedule.

Vegetation, roots, debris and other material around the external area of the borehole infrastructure shall be cleared where required to provide safe access and prevent interference with the borehole. The cleared area shall extend to a minimum radius of one metre around the borehole, where practicable, and removed material shall be disposed of appropriately.

Water, sediment and other material generated during desilting or redevelopment shall be managed in a manner that prevents pollution or uncontrolled discharge at the facility. Where the material may be contaminated, the Service Provider shall advise the Employer on the appropriate containment, characterisation and management requirements before disposal or discharge.

Completion of the desilting or redevelopment activity shall be assessed with reference to the condition and intended use of the borehole. The assessment shall include, where applicable:

a) Borehole depth before and after the work.
b) Removal of loose sediment or identified obstruction as far as reasonably practicable.
c) Improvement in the hydraulic response of the borehole.
d) Reduction in sediment entrainment or excessive turbidity.
e) Ability to access the required monitoring interval.
f) Ability to obtain a representative groundwater sample.

Where the borehole cannot be restored to a suitable condition, the Service Provider shall provide recommendations for further rehabilitation, repair, replacement or decommissioning.

Details of the known borehole diameters, depths and available infrastructure information for the various facilities are provided in Table 8.2. The Service Provider shall take the site specific borehole characteristics into account when selecting the appropriate equipment and redevelopment method. The Service Provider shall also take cognisance of the differing yields of boreholes identified in Table 8.2 when undertaking the work.

Water jetting and re-drilling shall be treated as separate activities for payment purposes. Desilting and/or redevelopment shall be measured and paid under the applicable depth-based desilting item in the Pricing Schedule. The applicable rate shall include any approved redevelopment method required to undertake the work. The same work shall not be claimed under more than one Pricing Schedule item unless specifically authorised in writing by the Employer.

A report shall be compiled for each facility where desilting or redevelopment of groundwater monitoring or abstraction infrastructure has been undertaken. The report shall include, as a minimum:

a) The reason for the work and the approved method used.
b) A record of the work undertaken for each borehole, including:
    - Borehole identification.
    - Geotagged photographic evidence before and after the work.
    - Casing diameter.
    - Condition of the borehole and associated infrastructure.
    - Rest water level.
    - Borehole depth before the work.
    - Borehole depth after the work.
    - Nature of sediment, debris or obstruction encountered.
    - Method and equipment used.
    - Duration of the activity.
    - Observations regarding water clarity, sediment removal and borehole response.
    - Any difficulties or limitations encountered.
c) An assessment of the final condition and suitability of each borehole for continued monitoring or abstraction.
d) Conclusions and recommendations, including any requirement for further rehabilitation, repair, replacement or decommissioning.

Where boreholes are fitted with pumps, the Employer shall be responsible for the removal and reinstatement of the pumps unless otherwise instructed.

2.4.3 Geophysical Surveys

Geophysical surveys using resistivity traverses including earth resistivity imaging and modelling profiles will be required at waste management facilities as per method in SANS 10299. Multi-electrode resistivity traverses or similar technology to be utilised for the surveys. As a guideline, a minimum of three traverses need to be considered for a survey per facility, where required. For pricing one (1) traverse covering a length of 500m must be used.

The survey as a minimum to include the following;

a) Identify geological structures, fractures and weathering zones
b) Verify groundwater flow paths
c) Potential leachate movement
d) Identify locations for additional borehole locations for monitoring (if required)
e) Imaging and modelling of survey
f) Discussions on findings to be included in the water quality monitoring and interpretation report

2.4.4 Borehole pumping test

The Service Provider needs to perform pumping tests using the method as prescribed by the South African National Standard for pumping tests of water boreholes; SANS 10299-4:2003 to determine the aquifer characteristics and the yield of boreholes. The diameter and depth of the boreholes installed at the waste management facilities ranges from 55mmØ up to 140mmØ and from 10m up to 60m, respectively.

The pumping test to include as a minimum the following activities:

a) Field measurements for drawdown, recharge, water level change, flow rate, duration and discharge volumes:
b) Analysis of data to establish aquifer and hydraulic properties and well efficiency.
c) Where practical, groundwater discharged during pumping to be diverted to surface water runoff channels of the facilities.
d) If required and as per request from the Client, sizing of pumps for new production boreholes needs to be advised where required for abstraction of water.

Please note that where boreholes are fitted with pumps, the CCT will be responsible for the removal and reinstatement of the pumps.

2.4.4.1 Tracer testing

Tracer testing may be required to investigate groundwater flow pathways, hydraulic connectivity, travel times or the potential migration pathway of contaminants between selected locations.

The Service Provider shall, prior to undertaking a tracer test, submit a site specific method statement for approval by the Employer. The method statement shall include the purpose of the investigation, proposed tracer, tracer concentration and quantity, injection location, monitoring locations, monitoring frequency and duration, background monitoring requirements, analytical or detection method and interpretation methodology.

The tracer selected shall be suitable for the intended investigation and shall not introduce an unacceptable risk to groundwater, surface water, human health or the environment. The Service Provider shall identify any approvals or authorisations required prior to undertaking the test.

Background concentrations shall be established at appropriate monitoring locations prior to introduction of the tracer where relevant.

The Service Provider shall undertake tracer introduction, monitoring, sampling or field detection, data interpretation and reporting as required by the approved method statement.

The report shall include the methodology, tracer quantity and concentration used, monitoring locations, background results, monitoring results, tracer breakthrough where detected, interpretation of groundwater connectivity and movement, limitations of the investigation and recommendations for any further investigation or monitoring.

2.4.5 Water monitoring plans

The Service Provider will be responsible for compiling and updating water monitoring plans for waste management facilities based on the monitoring requirements as stipulated in the waste permits/waste management licences. The plans to advise on the appropriate methods that must be used for monitong and review of sampling frequency. The plans to be submitted to the Client for review to the Department: Water and Sanitation and Department of Environmental and Development Planning for consideration and approval.

This should be a site specific living document to be updated as and when required, based on the interpretation of available water monitoring data. In addition, the Service Provider will update the monitoring plans based on any comments received from licensing authorities.

Water monitoring plans should include but is not limited to the following key components:

a) Tracking of pollution plume from the facility where applicable
b) Update on whether the frequency of monitoring is appropriate
c) Recommendations/remedial measures including installation of additional boreholes

2.4.6 Residents' monitoring committee meetings

The Service Provider may be required to attend residents' monitoring committee meetings of six facilities via in person or online to present and discuss findings of water quality monitoring and interpretation reports. A minimum time of 30 minutes will be allocated for a powerpoint presentation and discussion.

2.4.7 Freeboard monitoring

In terms of waste management permits/licences, there is a need for the visual monitoring of the freeboard of storage ponds that are used for the storage of surface water runoff and raw leachate at the various facilities.

2.4.7.1 Freeboard monitoring poles

The requirement will be for the installation of a freeboard monitoring pole with markings that can be visually checked for freeboard readings. The poles should meet the following requirements;

a) Surface water ponds

- Pole mounted in a drum
- Pole and drum to be made of non-recoverable material
- Pole to be treated to withstand effects of water or contaminated water
- Measuring markings to be in intervals of at least 100mm
- Monitoring pole to be placed in dry period when ponds are fairly dry and accessible

b) Leachate ponds

- Pole mounted in a drum
- Pole and drum to be made of non-recoverabale material
- Pole to be treated to withstand effects of leachate
- Measuring markings to be in intervals of at least 100mm
- Monitoring device to be placed using a crane truck or similar plant

2.4.7.2 Remote freeboard devices

The Service Provider may be instructed to supply, install and commission a non contact radar level sensor and telemetry system for continuous monitoring of liquid level and freeboard at selected leachate or surface water ponds.

The system shall include the sensor, mounting structure, protective enclosure, power supply, communications equipment, local data storage, remote data transmission, dashboard access and configurable monitoring intervals.

The sensor shall be suitable for the atmospheric, chemical, corrosion and operational conditions at the relevant pond.

The system shall retain data locally during periods of communications failure and automatically transmit stored data once connectivity has been restored.

The system shall allow for configurable notifications for high liquid level, low freeboard, power failure, communications failure and equipment failure.

Notifications shall be capable of being issued by email, SMS or another method approved by the Employer.

The Service Provider shall undertake commissioning, functional verification, calibration checks, cleaning, maintenance and comparison of telemetry readings against the surveyed reference level and manual freeboard readings.

Raw and processed data shall remain the property of the Employer and shall be exportable in CSV, Microsoft Excel or another format approved by the Employer.

A manual freeboard monitoring pole or surveyed reference point shall be retained for independent verification of telemetry readings.

2.4.8 Survey of ponds

There will be a need to perform surveys at surface water and leachate ponds to obtain the site specific information as an input for the freeboard monitoring marking poles that need to be installed at surface water ponds and leachate ponds at the various facilities.

The survey will include but is not limited to the following;

a) Surveying by a registered surveyor to obtain the top edge and base elevation (where accessible) of ponds using an accurate survey method to obtain X, Y & Z coordinates as per the LO19 / WGS84 reference system.
b) Survey of all overflow points and inlet to be included.
c) The survey shall establish the pond crest or other approved freeboard reference level, telemetry sensor reference elevation and applicable alarm thresholds.
d) The surveyed reference levels shall be linked to the telemetry system configuration and the manual freeboard monitoring pole.
e) Asbuilt drawing information relating to coordinates and elevation of leachate ponds to be verified by survey.
f) Asbuilt drawings of surface water ponds or leachate ponds to be used as a guide to determine the base elevation.
g) Actual volume of surface water ponds and leachate ponds to be determined by survey
h) All information relating to infrastructure to be mapped on a spatial layout indicating all data, including location (X,Y,Z), ponds size, capacity, overflow points and inlets to ponds.
i) The use of handheld GPS units will not be allowed.

2.4.9 Water Use Authorisations

Water use authorisations need to be submitted to the Department: Water and Sanitation (DWS) in terms of Section 21 of the National Water Act (No. 36 of 1998). The Service Provider is required to apply for a water use licence as follows:

a) Register a water use profile/
b) Prepare and submit the pre-application enquiry
c) Prepare and submit the application information (administrative documents, water uses and property details)
d) Confirm a site inspection meeting (where relevant)
e) Prepare and submit technical documents and water use registration forms (where relevant)
f) Receive the decision document from DWS

A specialist assessment for environmental impacts on acquatic biodiversity may be required as part of a water use authorisation process. Therefore, the Service Provider may be required to undertake an acquatic biodiversity screening assessment as requested by the DWS.

2.5 Professional Support

The Service Provider may be required to perform professional support services during the duration of the tender. The service will be requested in writing by the representative of the CCT. Any work under this allocation can only commence after the Employer has approved the estimated hours identified by the Service Provider to perform the work. The estimated hours will be capped at 150 hours per year.

The services may include the following;

- Advising on incidents relating to leachate spillages or contamination by external sources;
- Advising on remediation of non-conformances or issues related to water quality as raised by audit findings;
- Inputs where required for inclusion in design proposals for closure of waste disposal facilities.
- Inputs where required when selecting monitoring related infrastructure

2.6 SITE VISITS

The Service Provider will be allowed to perform once-off site visits to the various solid waste facilities to familiarise themselves with location of monitoring infrastructure, general operation and surrounding activities at the facilities. The site vist allocation will also be used if the Service Provider need to go out to any facility to advise on incidents or non-conformances relating to water quality realted issues as and when required. The Service Provider to have own suitable off road vehicle for site driving. The Service Provider to allow for any travelling costs in the rate of the pricing schedule for this this item.

2.7 PROVISIONAL SUM

The Provisional Sum has been allocated for any additional work may be required involving methods or techniques to re-instate groundwater infrastructure, other specialised work required as inputs for the interpretation of water quality or pollution plume investigations and special requirements for analysis that forms part of general scope of the work requested.

The Service Provider will be required to draft a Terms of Reference for any such services and submit to the Employer for approval. Following approval, the tenderer must request three written quotes where the value of such services inclusive of VAT is less than R 750 000.00. The quotes will be received and adjudicated by the Employer in terms of the City's Supply Chain Management regulations. The tenderer will be allowed a markup of 5% on outsourced work.

Should the Service Provider have in-house expertise for any of the services, the Service Provider will be required to make a recommendation of the proposed work, inclusive of supplying a motivation and cost breakdown of work required for the Employer's review. Work can only commence after written consent is received from the Client.

2.8 PROFESSIONAL SITE SUPERVISION

The Project Manager will need to identify a professional site supervisor that has 3 years' experience in the groundwater related environment to oversee site work. It must be noted that the rate for full time supervision of any site specific works must be included in the various rates for specific items in the pricing schedule.

3 COMMUNICATION AND DATA SHARING

For the purpose of this tender a SharePoint folder will be created on the City of Cape Town site data sharing between the successful Service Provider and the CCT. A folder will be created per year during the duration of the tender.

The site to be strictly used only for the following;

- Uploading of background reports for facilities by CCT;
- Uploading of analytical data in excel and pdf format by CCT;
- Uploading of draft and final reports by the Service Provider;
- Uploading of GIS layout maps for sites by the Service Provider;
- Uploading and sharing of editable versions of drawings and documents

The method of communication will be via email for all enquiries, comments on reports, submission of project plans and invoices.

4 CLOSE OUT OF TENDER

At the end of the 3 year tender a close out meeting will be held with the CCT representatives and the Service Provider. The Service Provider will need to supply the following data in an electronic format as specified below for each year of the tender.

- All analytical data in MS Excel and MS Word format or equivalent in a folder per facility, with a sheet per sampling location;
- All final signed reports in Pdf format;
- All layout maps in a format of dxf, Shp or kmz that can be imported to Arc GIS.

5 SITE ACCESS AND DRIVING

It will be the responsibility of the Service Provider to ensure that suitable off road vehicles are allowed for and are available to complete all work as required in the tender. The client will not be responsible for the transporting or arranging site vehicles to complete any part of the works as required.

The Service Provider to note that a minimum of 1 week notice will be required to senior management responsible at the respective sites before any proposed site work may be performed.

6 COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 7 of the Act. 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.

Tenderers must note that the proposed work will be completed at active and closed waste management facilities. These facilities by nature require precautions to be taken whilst on the premises. Heavy machinery and vehicles are active at the facilities as well as fixed machinery and plant.

For on-site activities the following should be noted;

- The Service Provider to inform site management at least one week in advance of planned work at facilities.
- The Service Provider to sign in at main entrance for facilities and make contact with site management.
- Once off safety induction to be completed at the one of the CCT facilities before commencement with work at the site. The Service Provider to note that safety induction will be required for all team members that need to perform work at the sites.
- PPE will be required in terms of safety boots, reflective vests, dust masks and hard hats as minimum that should be obtained by Service Provider.
- At an active site, plant and truck movement occurs and caution should be taken when working at these facilities.
- Service Provider must adhere to all traffic safety signs and regulations as posted at facilities.
- The use of LDV or off road vehicles will be required for on-site driving.
- All plant and vehicles used by the Service Provider must be licenced and roadworthy.

7 REVIEW MEETINGS

During the contract period, review meetings will need to be held between the representative of the Service Provider(s) and representative(s) of the City of Cape Town. The meetings may be scheduled at any of the offices of the Employer or online to discuss contract progress and reports. The Service Provider will be responsible for scheduling of meetings, preparing agenda, taking notes and drafting meeting minutes. The meetings to include powerpoint presentations of findings and recommendations per facility. The draft meeting minutes are to be circulated to the client for review with final minutes to be submitted within 2 weeks after the meeting

The meeting allocation will be as follows;

- 1 x inception meeting at commencement of year 1
- 3 x review meeting of duration 2 - 3 hours per year to discuss submitted reports and progress (review meetings may be increased based on Client requirements)
- 1 x close-out meeting at the end of year 3
- Monthly programme updates with key deliverables to be supplied

8 WASTE MANAGEMENT FACILITIES

The various facilities that will form part of this tender are listed below. The Service Provider to be aware that during the duration of the tender additional closed, historical facilities or other waste facilities may be added to the list after monitoring infrastructure is installed and monitoring results are available.

The Service Provider to allocate a rate for ad-hoc facilities using an assumed minimum quantity of 2 boreholes per facility.

The table below is a guideline of the current sampling points at the various facilities. The number of data points may change depending on the operational requirements.

Table 8.1: Waste Management Facility locations

NO	SITE NAME	LONGITUDE	LATITUDE
1	Atlantis Landfill	18.46928	-33.57571
2	Athlone Refuse Transfer Station	18.51557	-33.94909
3	Bellville Landfill	18.64894	-33.93516
4	Bellville Refuse Transfer Station	18.64803	-33.93191
5	Brackenfell Landfill	18.71171	-33.87815
6	Coastal Park Landfill	18.50214	-34.09197
7	Faure Landfill	18.69784	-34.01600
8	Fish Hoek Landfill	18.40999	-34.12533
9	Gordon's Bay Landfill	18.88732	-34.14876
10	Kraaifontein Integrated Waste Management Facility	18.73799	-33.83808
11	Macassar Landfill	18.74810	-34.05951
12	Noordhoek Landfill	18.37993	-34.11252
13	Ocean View Landfill	18.35542	-34.14497
14	Radnor Landfill	18.60784	-33.93820
15	Simon's Town Landfill	18.42523	-34.16889
16	Swartklip Landfill & RefuseTransfer Station	18.64647	-34.05183
17	Table View Landfill	18.50286	-33.79093
18	Vissershok Landfill	18.54485	-33.77388
19	Waterkloof Landfill	18.87683	-34.10826
20	Woodstock Collections Depot	18.45361	-33.92417

Table 8.2: Waste Management Facility borehole information

No	Borehole Number	Diameter (mm)	Installed depth (m)	Desilting Flow Rate Litres per second (based on the 2023 desilting activity)
Athlone Refuse Transfer Station				
1	ARTS_BH1	90	10.30	0.12
2	ARTS_BH2	63	9.00	0.04
3	ARTS_BH3	63	10.50	Borehole lost, to be reinstalled
Atlantis Landfill				
1	WP112	52	8.59	<0.02
2	WP113	52	3.77	<0.01
3	WP114	52	8.80	<0.02

No	Borehole Number	Diameter (mm)	Installed depth (m)	Desilting Flow Rate Litres per second (based on the 2023 desilting activity)
4	WP117	52	7.70	<0.02
5	WP189	110	7.90	0.05
6	WP251	110	24.00	0.70
7	WP252	110	20.00	0.60
8	WP253	110	20.00	0.80
9	WP254	110	20.00	0.80
10	WP255	110	20.00	1.2
11	WP256	110	18.00	0.80
12	WP257	110	24.00	2.0
13	WP258	110	25.00	1.0
14	WP259	110	25.00	1.1
15	WP260	90	26	0.50
16	WP261	90	12	0.30
Bellville Landfill				
1	BV05	63	8.55	0.22
2	BV09	63	8.11	0.20
3	BV10	90	16.34	0.30
4	BV11	125	13.29	0.35
5	BV12	140	14.16	1.20
6	BV14	63	9.22	0.20
7	BV15	90	15.20	0.25
8	BV16	90	8.00	0.18
9	BV17	90	18.44	0.25
10	BV19	90	19.53	0.20
11	BV21	90	25.00	0.15
12	BV22	125	23.00	2.80
14	BV24	No information	10.00	No information
Bellville Refuse Transfer Station				
1	BRTS_BH4	125	30.10	0.60
2	BRTS_BH5	125	28.50	0.35
Brackenfell Landfill				
1	BF01	125	44.00	0.25
2	BF02	203	41.00	Borehole lost.

No	Borehole Number	Diameter (mm)	Installed depth (m)	Desilting Flow Rate Litres per second (based on the 2023 desilting activity)
3	BF03	140	Unknown	0.50
4	BF04	140	33.00	0.20
5	BF05	140	41.22	0.25
Coastal Park Landfill				
1	CP_BH01	140	27.80	0.40
2	CP_BH03	125	10.89	1.00
3	CP_BH14	100	13.99	Borehole lost, to be reinstalled
4	CP_BH16	140	19.32	Borehole lost, to be reinstalled
5	CP_BH17	140	28.99	0.50
6	CP_BH18	140	25.78	Borehole lost.
7	CP_BH19	115	22.32	3.00
8	CP_BH20	125	14.55	1.5
9	CP_BH21	63	22.33	0.30
10	CP_BH22	63	7.61	0.08
11	CP_BH23	63	6.78	Borehole lost, to be reinstalled.
12	CP_BH24	56	7.55	Borehole lost, replaced by BH42
13	CP_BH25	56	7.13	Borehole lost, replaced by BH37
14	CP_BH26	63	7.72	<0.01
15	CP_BH27	63	7.55	<0.05
16	CP_BH28	63	7.55	Borehole lost, replaced by BH40
17	CP_BH29	63	7.58	<0.05
18	CP_BH30	63	23.33	0.25
19	CP_BH31	63	7.89	0.15
20	CP_BH32	63	7.53	0.20
21	CP_BH33	63	21.61	0.70
22	CP_BH34	125	24.00	Borehole lost, replaced by BH41
23	CP_BH35	125	24.00	Borehole lost, replaced by BH37
24	CP_BH36	63	14.60	0.15
25	CP_BH37	63	13.0	<0.10

No	Borehole Number	Diameter (mm)	Installed depth (m)	Desilting Flow Rate Litres per second (based on the 2023 desilting activity)
26	CP_BH38	63	15.0	Borehole lost, replaced by BH42
27	CP_BH39	63	15.0	0.20
28	CP_BH40	-	9.0	0.10
29	CP_BH41	-	9.0	<0.10
30	CP_BH42	-	7.0	0.10
31	CP_BH43	-	-	No information
Faure Landfill				
1	FABH03	125	4.37	0.30
2	FABH05	125	6.39	0.20
3	FABH06	125	3.95	0.15
4	FABH07	125	7.95	0.20
5	FABH08	125	8.22	0.25
6	FABH09	125	2.12	0.30
7	FABH10	110	3.65	<0.08
8	FABH11	110	3.22	Decomissioned
9	FABH12	125	10.00	0.15
10	FABH13	125	8.00	0.30
11	FABH14		8.5	0.20
Fish Hoek Landfill				
1	FHBH1	63	16	0.10
2	FHBH2	63	14.50	0.10
Gordon's Bay Landfill				
1	GBBH2	140	19.62	0.25
2	GBBH3	125	41.00	Borehole replaced by GB05
3	GBBH4	125	33.00	3.2
4	GBBH5	-	40.00	No information
Kraaifontein Waste Management Facility				
1	KFRTS_BH1	90	10.00	0.12
2	KFRTS_BH2	63	7.50	0.15
3	KFRTS_BH3	63	7.50	0.15
4	KFRTS_BH4	63	7.50	0.10
5	KFRTS_BH5	125	30.00	0.25

No	Borehole Number	Diameter (mm)	Installed depth (m)	Desilting Flow Rate Litres per second (based on the 2023 desilting activity)
6	KFRTS_BH6	125	30.00	0.25
Macassar Landfill				
1	MCBH1	63	10.50	<0.08
2	MCBH2	63	12	<0.08
Noordhoek Landfill				
1	NHBH1	90	8.0	Borehole destroyed
2	NHBH2	90	9.0	<0.10
3	NHBH3	63	8.0	<0.10
Ocean View Landfill				
1	OVBH1	63	15.0	0.15
2	OVBH2	63	18.0	0.10
Radnor Landfill				
1	MW1	125	10.50	0.20
2	MW2	125	10.50	0.25
Simon's Town Landfill				
1	BH1	125	-	0.50
2	BH2	90	29.0	0.20
Swartklip Landfill & Refuse Transfer Station				
1	SK01	170	41.60	Decomissioned
2	SKBH12	63	49.25	0.10
3	SKBH13	63	11.98	<0.02
4	SKBH14	63	11.94	0.15
5	SKBH15	63	35.56	0.2
6	SKBH16	125	34.00	3.00
7	SKBH17	125	25.00	2.5
8	SKBH18	63	35	<0.10
Table View Landfill				
1	TVBH1	140	17.70	1.50
2	TVBH2	140	16.04	0.15
3	TVBH3	140	5.65	<0.10
4	TVBH4	140	8.11	0.15
5	TVBH5	52	16.00	0.10
Vissershok Landfill				

No	Borehole Number	Diameter (mm)	Installed depth (m)	Desilting Flow Rate Litres per second (based on the 2023 desilting activity)
1	VH_BH23	110	4.37	<0.05
2	VH_BH25	110	7.01	<0.05
3	VH_BH37	125	30.55	<0.02
4	VH_BH38	110	31.20	Abandoned, redrill
5	VH_BH41	63	28.54	0.15
6	VH_BH42	63	23.58	0.12
7	VH_BH43	52	39.49	0.50
8	VH_BH44	63	24.21	0.40
9	VH_BH45	63	15.97	0.15
10	VH_BH46	63	39.92	0.25
11	VH_BH47	63	34.92	0.15
12	VH_BH48	63	33.58	0.20
13	VH_BH49	63	23.67	<0.01
14	VH_BH50	63	34.17	0.15
15	VH_BH51	63	24.10	0.15
16	VH_BH52	63	40.76	0.70
17	VH_BH53	63	29.80	0.10
18	VH_BH54	63	38.02	0.10
19	VH_BH55	63	52.68	0.40
20	VH_BH56	63	33.00	0.20
21	VH_BH57	63	24.10	0.15
22	VH_BH58	63	39.76	0.10
23	VH_BH59	63	34.10	<0.10
24	VH_BH60	63	23.95	0.15
25	VH_BH61	63	35.50	0.10
26	VH_BH62	63	39.73	0.30
27	VH_BH63	63	35.46	0.10
28	VH_BH64	63	42.47	0.25
29	VH_BH65	63	39.69	<0.02
30	VH_BH66	125	39.63	0.25
31	VH_BH67	125	36.54	0.02
32	VH_BH68	125	41.75	0.40
33	VH_BH69	125	47.63	0.40

No	Borehole Number	Diameter (mm)	Installed depth (m)	Desilting Flow Rate Litres per second (based on the 2023 desilting activity)
34	VH_BH70	125	42.52	3.0
35	VH_BH71	90	31.00	0.50
36	VH_BH72	50	12.00	No information
37	VH_BH73	-	55	No information
Waterkloof Landfill				
1	WK_BH1	125	25	0.05
2	WK_BH2	125	25	0.8
3	WK_BH3	125	26	0.50
4	WK_BH4	125	20	0.20
5	WK_BH5	125	18	0.80
6	WK_BH6	125	21	0.20
7	WK_BH7	125	36	0.20
8	WK_BH8	125	20	0.50
9	WK_BH9	125	45	0.60
10	WK_BH10	125	20	0.30
Woodstock Collections Depot				
1	BH1	63	1.58	No information
2	BH2	63	1.51	No information
3	BH3	63	1.48	No information
4	BH4	63	1.35	No information
5	BH5	63	1.50	No information
6	BH6	63	1.40	No information

Note: The borehole information presented in Table 8.2 reflects the monitoring infrastructure known at the time of tendering and may change during the contract period due to damage, vandalism, loss, decommissioning, rehabilitation or the installation of new boreholes. The Service Provider shall use the most current borehole information made available by the Employer when undertaking work under this contract.

9 TRADE NAMES OR PROPRIETARY PRODUCTS

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

10 EMPLOYMENT OF SECURITY PERSONNEL

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

CCT or its agent, upon request.

11 FORMS FOR CONTRACT ADMINISTRATION

Not applicable.

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 Sotuh 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 Servces 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 Purchser;

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 Clasue 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 exits 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 to 7.4 and replace with the following:

Not Applicable. Tenderers must disregard the **Pro Forma Performance Security/ Guarantee** and are not required to furnish same.

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 Within 30 (thirty) days of receiving the relevant invoice or statement from the Supplier, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the Purchaser.

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.

16.6 The Purchaser will only make advanced payments to the Supplier in strict compliance with the terms and conditions as contained in the Pro forma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser's Treasury Department.

17. Prices

Add the following after clause 17.1

17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the 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.

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 relive the Supplier from any liability or obligation under the Contract.

21. Delays in the supplier's performance

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

21.2 If at any time during the performance of 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 and/or Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, as a penalty, a sum as stated herein for each day of the delay until actual Delivery or performance.

The penalty for **delayed submission of a deliverable shall be R1,500.00 per calendar day for each delayed deliverable, calculated from the day following the applicable contractual due date until the date of actual submission, subject to a maximum cumulative penalty of 20% of the amount payable for that deliverable in terms of the Price Schedule.**

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 *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the Contract and may be given as set out hereunder and shall be deemed to have been received when:
a) hand delivered – on the 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

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

. 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.

Add the following after clause 32.3:

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 ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

1.3 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

Broker Logo

Letterhead of supplier's Insurance Broker

Date _____

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: *128C/2026/27*
TENDER DESCRIPTION: INTEGRITY MANAGEMENT OF GROUNDWATER INFRASTRUCTURE, WATER SAMPLING AND ANALYTICAL RESULTS AND INTERPRETATION OF ANALYTICAL RESULTS AT WASTE MANAGEMENT FACILITIES

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 – Monthly Project Labour Report

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
2 Incomplete / incorrect / illegible forms will not be accepted.
3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

5 If a field is not applicable insert the letters: NA
6 Only the Project Number supplied by the Corporate EPWP Office must be inserted. The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.
9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certied ID copy must accompany this labour report on submission.
10 Was the beneficiary sourced from the City's job seeker database?
11 The contract end date as stated in the beneficiary's employment contract.
12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)	
DIRECTORATE:		DEPARTMENT:	
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:	
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL WORK

PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR				

ACTUAL START DATE (yyyy/mm/dd)								ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)							

TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)

R														

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:		Year	Month	Sheet		
				1	of	

	(8)	(8)	(8)	(9)			(10)		(11)	(12)	(13)	(14)
No.	First name	Surname	ID number	New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	Job seeker database (Y/N)	Contract start date (DDMMYY)	Contract end date (DDMMYY)	No. days worked this month (excl. training)	Training days	Rate of pay per day (R – c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
										0	0	R -

Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

Received by Employer's Agent / Representative:	Name		Signature	
	Date			

Annexure C - Pro Forma Performance Security/ Guarantee

NOT APPLICABLE

Approved Financial Institution as at 13 August 2025:

1.1 National Banks
ABSA Bank Limited
FirstRand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

1.2 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

1.3 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 D - Pro Forma Advance Payment Guarantee

NOT APPLICABLE

Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment

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

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

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

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

5. Any claim for an increase in the Contract price shall be submitted in writing to the:
   Director Supply Chain Management, City of Cape Town,
   P O Box 655, Cape Town, 8000 or
   by email to: CPA.Request@capetown.gov.za
   prior to the month upon which the price adjustment would become effective.

   When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of any price variation will not be considered under any circumstances as valid and no relevance will be attached to such a claim. Such notifications will not be responded to by the City.

6. All requests for price variations must be submitted in writing prior to the month upon which the price adjustment would become effective.

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

8. When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.

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

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

11. Subject to 10 above, Contract Price Adjustment will be applicable as from commencement of the 13th month of the contract period. Tenderers shall be entitled to claim contract price adjustment as follows:

    90% of the contract price will be subject to adjustment annually based on the average Consumer Price Index (CPI) as follows:

    From the start of 13th month to the end of the 24th month: Subject to contract price adjustment in accordance with the Consumer Price Index (*P0141–Table B2 –CPI headline year-on-year rates*). **Base month** for the price adjustment shall be two (2) calendar months prior to the date of commencement. The **end month** shall be two (2) calendar months prior to the 12th month.

From start of 25th month to end of the contract: Subject to the contract price adjustment in accordance with the Consumer Price Index (*P0141–Table B2 –CPI headline year-on-year rates*). **Base month** for the price adjustment shall be two (2) calendar months prior to the 13th month. The **end month** shall be two (2) calendar months prior to 24th month.

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

The claim will be based on the **average** between the “base month” and the “end month”

e.g.: 7+6+9+6 = 28 (28/4) = 7 therefore the claim will be 7%.

12. 10% of the rate will remain fixed.

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

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: Date
On behalf of the tenderer (duly authorised)

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)

1.2 **To be completed by the organ of state**

The applicable preference point system for this tender is the **80/20** 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	**80**
SPECIFIC GOALS	**20**
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 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

$$Ps = 80 \times \left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where
Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 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:

4.2 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 (80/20 system)	**Number of points claimed (80/20 system)**
Promotion of Micro and Small Enterprises	8	
Enterprise Supplier Development and Socio-Economic Development	6	
Skills Development OR Employee Share Scheme	6	

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm…….

5.2 Company registration number: ……...

5.3 TYPE OF COMPANY/ FIRM (Tick applicable box)

- □ 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]

5.4 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.

Signature of Tenderer	*Date*	*Name and Surname*	*Address*

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)**
SG1 Promotion of Micro and Small Enterprises	(i) Total Turnover	
SG2 Enterprise Supplier Development and Socio Economic Development	(ii) Total Enterprise Supplier Development Expenditure	
	(iii) Total Socio Economic Development Expenditure	
	(iv) Total Expenditure	
SG3.1 Skills Development	(v) Total Skills Development Expenditure	
	(vi) Total expenditure	
OR **SG3.2** 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 expenditure
  Total expenditure 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 expenditure

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 deposed by the Commissioner of Oaths to the QSE or EME.

I, the undersigned,

Full Name and Surname *(Authorised to represent the tenderer)*	
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	

As per Table 2	Amount Declared (excluding VAT)
(v) Total Skills Development Expenditure	
(vi) Total expenditure	
(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	Returnable for declaration requirement must be attached with the bid submission or must be made available upon request within the specified period - 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 **KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS** **Tenderers submitting Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:**

	(a) Name/s of deponent as they appear in the identity document and the identity number. (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 option).** (c) Name of enterprise as per enterprise registration documents issued by CIPC, where applicable, and enterprise business address. (d) Amounts as per Table 2 must be inserted **(No blank spaces to be left).** (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).** (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). (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). (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. 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.

Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
   1.1 persons in the service of the state[1], 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 of 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, shareholder[2]): _____

   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)

[1]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 0f 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	**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?** (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 *audi alteram partem* rule was applied). **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.**	Yes ☐	No ☐
2.1.1	If so, furnish particulars:		
2.2	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? **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.**	Yes ☐	No ☐
2.2.1	If so, furnish particulars:		
2.3	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?	Yes ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
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 Date
Print name:
On behalf of the tenderer (duly authorised)

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **128C/2026/27** and tender description: **INTEGRITY MANAGEMENT OF GROUNDWATER INFRASTRUCTURE, WATER SAMPLING AND ANALYTICAL RESULTS AND INTERPRETATION OF ANALYTICAL RESULTS AT WASTE MANAGEMENT FACILITIES** 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 consortium[1] 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: Date
On behalf of the tenderer (duly authorised)

([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.10: Proposed Deviations And Qualifications By Tenderer

The Tenderer should record any **proposed** deviations or qualifications they may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

The Tenderer's attention is drawn to clause 2.3.7.2 of the Standard Conditions of Tender referenced in the Tender Data regarding the CCT's handling of material deviations and qualifications.

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

List relevant documentation attached in Schedule F.10 below.

_____ _____

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

Date

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:

1. Annexure F.13A: Key Personnel Professional Body Registration
2. Annexure F.13B: Company Track Record
3. Anneuxre F.13C.1 and F.13C.2: Key Personnel including comprehensive CVs and copies of qualifications

_____ _____

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

Date

Schedule F.13A: Key Personnel Professional Body Registration

The tenderer is referred to clause 2.2.1.1.4 of the Tender Data. In order to be declared responsive, the tenderer must submit the proof of registration with professional bodies as per the table below, such proof of registration must be appended to this schedule.

A) GEOHYDROLOGIST (PROJECT MANAGER)			
NAME	JOB TITLE	QUALIFICATIONS	SACNASP REGISTRATION NO.
B) GEOHYDROLOGICAL SCIENTIST/ WATER QUALITY SCIENTIST			
NAME	JOB TITLE	QUALIFICATIONS	SACNASP REGISTRATION NO.

_____ _____

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

Date

Annexure F.13B: Company Track Record

The Service Provider needs to provide proven relevant projects below that demonstrate experience in water quality monitoring, groundwater assessment and interpretation projects undertaken in the last 8 years in contaminated land and pollution management disciplines as described in the Scope of Work.

EMPLOYER	DETAILS OF PROJECT	START DATE (DD/MM/YYYY)	END DATE(DD/MM/YYYY)	CONTACT PERSON

_____ _____

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

Date

Annexure F.13C.1: Key Professional Personnel

The Tenderer must nominate respective personnel with relevant proven post qualification experience in terms of performing the duties specific to interpretation, assessment and monitoring of water quality.

Tenderer must have the required post qualification experience of personnel that will be allocated to perform the duties specific to interpretation, assessment and monitoring of water quality for the key professional personnel in its permanent employment at the close of tender. Alternatively, a signed undertaking from a specialist consultant/firm having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable.

The *Curriculum Vitae* of all key professional personnel (including sub-consultants), shall be submitted with the tender submission, evidencing the qualifications appended to this Schedule in order to verify the experience to allocate the points. The below points guide will be used for the allocation of functionality points applicable to the Key professional Personnel

Experience criteria:

NAME OF KEY PERSONNEL	EMPLOYER	DESIGNATION / ROLE	NO. OF YEARS EXPERIENCE
		Geohydrologist (Project Manager)	
		Geohydrological Scientist/ Water Quality Scientist	

_____ _____

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

Date

Annexure F.13C.2: Environmental Technician/Assistant

The Tenderer must nominate an Environmental Technician / Assistant with relevant proven experience in groundwater infrastructure and water quality monitoring activities. The person may be in the permanent employment of the Tenderer or provided through a specialist consultant/firm in terms of a sub-consultant agreement.

The Curriculum Vitae of the nominated Environmental Technician / Assistant shall be submitted with the tender submission in order to verify the relevant experience for the allocation of functionality points.

Experience criteria:

NAME OF KEY PERSONNEL	EMPLOYER	DESIGNATION / ROLE	NO. OF YEARS EXPERIENCE
		Environmental Technician / Assistant	

_____ _____

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 receipting 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 receipting 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

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