

CITY OF CAPE TOWN - ISIXEKO SASEKAPA

TENDER SERIAL No.: 16

INITIALS OF OFFICIALS

1	2	3
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

TENDER DOCUMENT

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

TENDER NO: 418S/2009/2010

RENTAL, DELIVERING, PLACEMENT AND SERVICING OF PORTABLE NON-FLUSHING CHEMICAL TOILET UNITS FOR INFORMAL SETTLEMENTS AND PUBLIC TRANSPORT INTERCHANGE SITES WITHIN THE CITY OF CAPE TOWN

CONTRACT PERIOD: 1 November 2010 until 30 June 2013

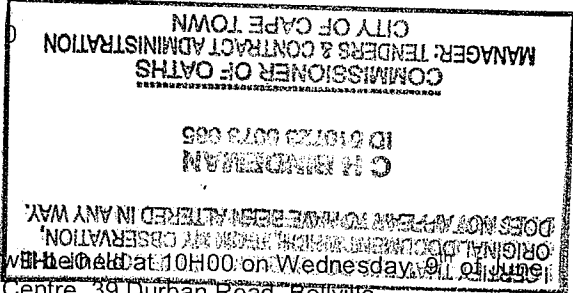
CLOSING DATE: 29 June 2010

CLOSING TIME: 10:00

TENDER BOX NUMBER: 64

BRIEFING SESSION:

A **strongly recommended** briefing session will be held at 10H00 on Wednesday, 23 June 2010, Conference Room A, 1st Floor, Slaney Centre, 39 Durban Road, Bellville



NB: TENDERS must be properly received and deposited in the above mentioned Tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope properly marked in terms of the tender number and tender description as indicated above, at the Tender Office situated at the 5th floor (Tower Block) Civic Centre, Hertzog Boulevard, Cape Town. If the tender offer is too large to fit into the abovementioned box, please enquire at the public counter opposite the tender boxes for assistance. No tender offers will be accepted via facsimile, telegram or email.

TENDERER / TENDER OFFERER	
NAME OF Company/Close Corporation/Partnership/Sole Proprietor /Joint Venture	<i>Invusa Trading 700 CC.</i>
TRADING AS	<i>Mshengu Services</i>
DATABASE: Registration on the City of Cape Town's Vendor Database is compulsory for all contracts and registration processes must be completed within 7 days of being requested to do so. Please be aware that City of Cape Town utilizes Quadrem, administrator of the Western Cape Supplier Database, to evaluate and issue the HDI Score of an organization. Please insert registration number if registered on the Western Cape Suppliers Database	REGISTRATION NUMBER(S): City of Cape Town's Vendor No: <u>17651</u> WCSD No.: <u>13Y VPx6trw</u>

TENDER INVITATION ISSUED BY: CITY MANAGER, CIVIC CENTRE, HERTZOG BOULEVARD, CAPE TOWN — TELEPHONE 021 400 2481 OR 021 400 2405.

For this Tender to be provisionally valid at tender opening stage on the closing date at the closing time, the Tender Form must be signed on page 8 and the price/s must be entered.

I CERTIFY THAT THIS DOCUMENT IS A TRUE COPY OF THE ORIGINAL DOCUMENT WHICH, FROM MY OBSERVATION, DOES NOT APPEAR TO HAVE BEEN ALTERED IN ANY WAY.

C H BINDERMAN
ID 510723 0073 085
[Signature]
COMMISSIONER OF OATHS
MANAGER: TENDERS & CONTRACT ADMINISTRATION
CITY OF CAPE TOWN

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1. DETAILS OF TENDERER

1.1

Name of firm / entity / enterprise	Imvusa Trading 700 CC.
Trading as (if different from above)	Mshengu Services
Company registration no.	CK 2005/006935/23
Company Income Tax no.	9256883159
VAT registration no.	4020221380
Any other registration applicable to this Industry	Mshengu Toilet Hire
Postal address	P.O Box 38014 Gatesville Postal Code 7764
Physical address	A4b No6 Ebrahim Road. Auhlone Industria II Postal Code 7766.
Contact details of the Person signing the Tender	Name: <u>Harold Manus</u> Telephone: (021) <u>6370412</u> Fax: (021) <u>6331145</u> Cellular Telephone: <u>0824922832</u> e-mail address: <u>haroldmanus@africa.com</u>
Contact Details of the Tenderer's proposed Project Manager who represent the Tenderer in the implementation processes	Name: <u>Harold Manus</u> Telephone: (021) <u>6370412</u> Fax: (021) <u>6331145</u> Cellular Telephone: <u>0824922832</u> e-mail address: <u>haroldmanus@africa.com</u>
Contact Details of the Person responsible for Accounts / Invoices	Name: <u>Soraya Kader</u> Telephone: (021) <u>6370412</u> Fax: (021) <u>6331145</u> Cellular Telephone: <u>0824922832 / 0767651786</u> e-mail address: <u>mshenguth@africa.com</u>

2. RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

Imvusa Trading 700 CC
(NAME OF TENDERER)

Held at Achlonge (place)

On 23/6/2010 (date)

RESOLVED THAT:

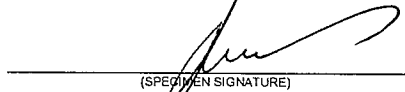
1. The enterprise submits a Tender to the City of Cape Town in respect of the following project:

TENDER NO: 418S/2009/10: RENTAL, DELIVERING, PLACEMENT AND SERVICING OF PORTABLE NON-FLUSHING CHEMICAL TOILET UNITS FOR INFORMAL SETTLEMENTS AND PUBLIC TRANSPORT INTERCHANGES WITHIN THE CITY OF CAPE TOWN

2. Mr/Mrs/Ms Harold Manus

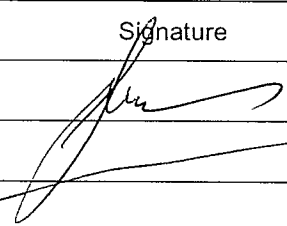
In his/her capacity as Managing Member

and who will sign as follows:


(SPECIMEN SIGNATURE)

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

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

	Name	Capacity	Signature
1	Harold Manus	Managing Member	
2			
3			
4			
5			
6			

3 RESOLUTION TAKEN BY THE BOARD OF DIRECTORS TO ENTER INTO A CONSORTIUM OR JOINT VENTURE

1. Full registered Names of the Joint Venture Partners:

and

and

2. The Joint Venture shall carry on business under the name:

(NAME BY WHICH THE JOINT VENTURE SHALL BE KNOWN)

3. Name of the Tenderer:

(If the Joint Venture is not registered in its own name and verified on the City of Cape Town's supplier database, as well as registered in its own name as an enterprise with the SA Revenue Service). The J/V nominates the following Partner / Member as its "Lead Partner" for the purposes of this contract, which shall be the entity submitting this tender and shall be responsible for the financial administration of the contract on behalf of the Joint Venture (to handle correspondence, receive instructions and purchase order/s, issue the tax invoice/s, receive/make payment/s on behalf of the J/V, etc):

(NAME OF THE JOINT VENTURE PARTNER WHO WILL REPRESENT THE JOINT VENTURE)
(NOTE THAT THIS MUST ALSO BE THE NAME UNDER WHICH THE TENDER IS SUBMITTED)

4. Parameters and objectives:

Outline of the main business of the Joint Venture, and the objectives of the J/V intended to be in line with the relevant contract for which we are bidding:

Main Business / Objectives: _____

5. Split of Responsibilities / Participation in Contract:

[This is applicable where HDI participation points are claimed for a specific Council tender]
Split of responsibilities in terms of the Tender specifications, i.e. percentage of work to be performed by each partner. In the event of the tender being successful, the participation in this contract by the J/V partners in the total value will be:

Name of J/V Partner	% Participation
Total:	100%

6. Duration of Joint Venture:

We agree that the City of Cape Town shall be properly covered in relation to the existence of the J/V until the final performance/ completion of the original project / contract tendered for, including any extension of the contract period and any applicable guarantee / warranty period.

7. **Bank Account:**

We agree that if the tender is successful and the contract is awarded to this Joint Venture, the City shall be provided with the bank details of the Joint Venture and we explicitly stipulate that should there be any change in the Joint Venture or disagreement among Joint Venture Partners / Members that the City will continue any due payments to the initially agreed upon bank account and only a Court Order or a unanimous agreement of change of bank account (submitted in writing by the Joint Venture) would be complied with by the City.

Banking Details:

Financial Institution:

Branch Code:

Account No.:

8. **Strict Compliance to Signing Powers:**

In as much as the City would be always complying with the initial tendered terms and conditions, the Joint Venture Partners / Members agree always to ensure that their signatory would be treated in the same manner. The signatory will only be varied in terms of a Court Order or by a unanimous agreement by all Partners / Members.

9. **Successor in title:**

Unless the context indicates otherwise, the rights and obligations of any party arising from the Joint Venture agreement shall devolve upon and bind its successor in title.

10. **Dissolution:**

Should the Joint Venture be dissolved before completion of any City project or contract that they undertook to complete, it is agreed that then the City reserves all its rights to legal recourse.

11. **Breach:**

Notwithstanding any other clause contained in any document, any form of breach shall entitle the City of Cape Town to sue any or all of the **Joint Venture partners jointly and severally** for any damages suffered by the City as a result of such breach. We, the parties to this Joint Venture, specifically renounce the benefits of excussion and division and all other legal exceptions that may be pleaded against the validity of our **joint and several liabilities** in terms of this undertaking.

Signatures:

THUS DONE AND SIGNED

at on the day of 20.....
(PLACE) (DATE) (MONTH) (YEAR)

SIGNATURE FULL NAMES

REPRESENTING _____
(NAME OF J/V PARTNER – COMPANY, CLOSE CORPORATION, - AS APPLICABLE)

SIGNATURE FULL NAMES

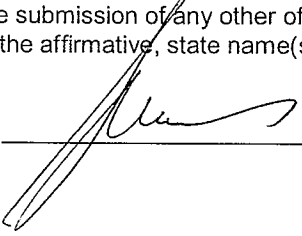
REPRESENTING _____
(NAME OF J/V PARTNER – COMPANY, CLOSE CORPORATION, - AS APPLICABLE)

SIGNATURE FULL NAMES

REPRESENTING _____
(NAME OF J/V PARTNER – COMPANY, CLOSE CORPORATION, - AS APPLICABLE)

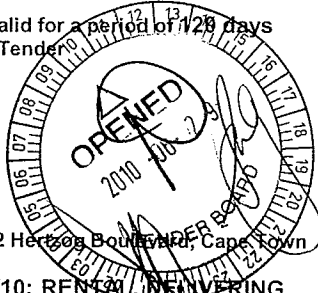
4. THE TENDER OFFER

- 1.1 I/we, Mr/Mrs/Messrs Harold Mannus duly assigned to represent the Tenderer for the purpose of this Tender, hereby Tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the City Of Cape Town on terms and conditions stipulated in this Tender and in accordance with the specifications stipulated in the Tender documents (which shall be taken as part of, and incorporated into this Tender) at the prices reflected in Pricing Schedule.
- 1.2 I/we agree that this offer shall remain valid for a period of 120 days commencing from the closing date and time of this Tender.
- 1.3 I/We further agree that:
- 1.3.1 this Tender and its acceptance shall be subject to the terms and conditions contained in the City of Cape Town's Supply Chain Management and Procurement Policies;
 - 1.3.2 if I/we withdraw my/our Tender within the period for which I/we have agreed that the Tender shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the City of Cape Town may, without prejudice to its other rights, agree to the withdrawal of my/our Tender or cancel the contract that may have been entered into between me/us and The City of Cape Town and I/we will then pay to the City Of Cape Town any additional expense incurred by the City of Cape Town having either to accept any less favourable Tender or, if fresh Tenders have to be invited, the additional expenditure incurred by the invitation of fresh Tenders and by the subsequent acceptance of any less favourable Tender; the City of Cape Town shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other Tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other Tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the City of Cape Town may sustain by reason of my/our default;
 - 1.3.3 if my/our Tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;
 - 1.3.4 the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our Tender and that I/we choose *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served at (full street address of this place).
- 44b Nob Ebrahim Road Athlone Industria 11
- 1.4 I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Tender; that the price(s) and rate(s) quoted cover all the work/-item(s) specified in the Tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 1.5 I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
- 1.6 I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
- 1.7 I/we declare that I/we have participation/no participation* in the submission of any other offer for the supplies/services described in the attached documents. *If in the affirmative, state name(s) of Tender(s) involved.

Name: Harold Mannus Signature 

5. THE TENDER FORM

This Tender shall remain binding and valid for a period of 128 days calculated from the closing date of the Tender



THE CITY MANAGER
CITY OF CAPE TOWN
P O BOX 298
CAPE TOWN
8000

ATTENTION: Tender Office, 5th Floor, 12 Herzog Boulevard, Cape Town

Tender no: 418S/2009/10
Closing date: 29 June 2010

Post Tender (at sender's risk) to the address directly to the left of this notice in good time so as to reach the City of Cape Town before the above-mentioned closing date, or deposit Tender in the designated box on the 5th Floor, Civic Centre before 10h00 on the above-mentioned closing date.

TENDER NO: 418S/2009/10: RENTAL, DELIVERING, PLACEMENT AND SERVICING OF PORTABLE NON-FLUSHING CHEMICAL TOILET UNITS FOR INFORMAL SETTLEMENTS AND PUBLIC TRANSPORT INTERCHANGE SITES WITHIN THE CITY OF CAPE TOWN

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

Company with Limited Liability or Close Corporation: <i>Invusa Trading 700 CC</i>	OR	Natural Person or Partnership: Whose Identity Number(s) is/are:
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(HEREINAFTER REFERRED TO AS "THE TENDERER")

AND WHO IS (if applicable):

Trading under the name and style of *Mshengu Service*

AND WHO IS:

Represented herein by: Mr/Mrs/Ms <i>Harold Manus</i> (FULL NAME OF REPRESENTATIVE IN BLOCK LETTERS) and who is duly authorised to do so, in his/her capacity as (TITLE):	Note: A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must be completed in this Tender, authorising the Representative to make this offer
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Hereby offer to the City of Cape Town herein represented by the City Manager to execute, complete and (where specified) maintain the above-mentioned Service in accordance with the Specification, Special Conditions of Tender and General Conditions of Tender to the entire satisfaction of the City Manager and subject to the Conditions stipulated in this Tender document for the amount indicated hereunder, and to provide all the labour, workmanship, plant, consumables and everything that is or may become necessary.

Tenderers must submit prices on Pages 9 - 11 – Price Schedule and Instruction

2. The Tenderer acknowledges that it is fully acquainted with the contents of all the conditions of this Tender contained in this document and that it accepts the conditions in all respects.

Signature(s) of Tenderer(s)
 THUS DONE AND SIGNED for and on behalf on the Tenderer / Contractor
 at *Ashlone* on the *28* day of *June* 20*10*
(PLACE) (DATE) (MONTH) (YEAR)
 in the presence of the subscribing witnesses.

AS WITNESSES:

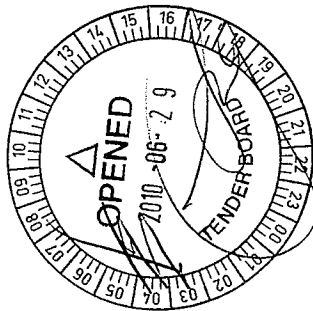
1 *Kader* Name in Block Letters: *SORAYA KADER*
(SIGNATURE)
 2 *Manus* Name in Block Letters: *KYLE MANUS*
(SIGNATURE)

Failure to complete and/or sign this form shall invalidate your bid at opening stage

7. PRICE SCHEDULE

ITEM	DESCRIPTION	UNIT	Quantity	Net price per unit (Excl. VAT)
RENTAL, DELIVERY, PLACEMENT AND SERVICING OF PORTABLE NON-FLUSHING CHEMICAL TOILETS				
1.	DELIVERY AND COLLECTION CHARGE – PORTABLE CHEMICAL TOILETS			
1.1	Delivery and collection cost from contractors' Cape Town based depot to any informal settlements within the City's boundaries (minimum load carrying capacity 12 toilet units)	Rate per km	1	No charge
2.	DAILY RENTAL CHARGE – PORTABLE CHEMICAL TOILETS			
2.1	Basic Non-flushing unit, including anchorage, maintenance and repairs.	Each	1	No charge
3.	WASTE EXTRACTION AND MECHANICAL CLEANING - INTERIOR OF PORTABLE CHEMICAL TOILETS ; FILL (RECHARGING) THE TOILET WASTE CONTAINER WITH CHEMICALS AND DISPOSE WASTE AT WASTE DISPOSAL SITE			
3.1.	<p>The following equipment will be considered for the cleaning of toilets:</p> <ul style="list-style-type: none"> ▪ Vacuum Tanker with water dispensing unit ▪ Honey Sucker with water dispensing unit ▪ <p>After each cleaning cycle, fill the toilet waste container with 20 litres of chemicals, which is not harmful to toilet users, waste disposal site, chemicals dispensing staff, and the environment. Chemical should be able to break down faeces, control odour (bad smell). The chemical toilets must be left in a hygienic condition. This means the inside of the container must be sanitised after the service. Transport cost from informal settlement to closest designated disposal site within the City's boundaries (minimum load capacity 2.5 kiloliters)</p>	Rate per service per unit	1	R 74.00 per service per unit

ITEM	DESCRIPTION	UNIT	Quantity	Net price per unit (Excl. VAT)		
				Normal day	Sunday	Public Holiday
4.	MISCELLANEOUS ITEMS					
4.1	Provision of adequate training in the sustainable use of Portable Chemical Toilets	Rate per hour	1	Normal day	Sunday	Public Holiday
				No charge from Company		
4.2	Supply rate per hour for employing one Community Liaison Officer (CLO) (rate should cover overhead cost and supervision charges), to assist with project initiation, allocation and hand-over of toilets to beneficiary communities and general communication regarding project with beneficiary communities.	Rate per hour	1	Normal day	Sunday	Public Holiday
				R20 per hour	R40 per hour	R40 per hour
4.3	Supply a labour rate per hour for a Cleaner, (rate should cover overhead cost, supervision charges, cleaning detergents, tools and equipment) to clean toilets inside and 2 meters around the perimeter of the toilet.	Per Hour	1	Normal day	Sunday	Public Holiday
				R15 per hour	R30 per hour	R30 per hour
4.4	Supply a labour rate per hour for a Team Leader (rate should cover overhead cost and supervision charges) to supervise activities of cleaners and ensure that toilets are cleaned to specifications, issue instructions to cleaners, issue cleaning materials and equipment. Perform minor administrative duties.	Per Hour	1	Normal day	Sunday	Public Holiday
				R20 per hour	R40 per hour	R40 per hour



PRICING INSTRUCTIONS

1. **All the rates must be completed in order to be considered responsive.**
2. Submissions for price will be evaluated by calculating price totals as per typical defined job quantities.
3. The prices and rates to be inserted in the Price Schedule are to be the full inclusive prices for the work described under the several items, **VALUE ADDED TAX EXCLUDED**. Such prices shall cover all costs and expenses that may be required in and for the provision of services described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.
4. The Price Schedule shall not be adjusted on the grounds of factors or items not taken into account by the Contractor.
5. The price or rate is to be entered against each item in the Price Schedule given the quantities stated.

NOTE:

- 1) The rate quoted must be for one non flushing unit.
- 2) Public Transport Interchange sites will use this tender on an as and when required basis.
- 3) Council reserves the right to award to more than one Contractor.
- 4) **The service is for the supply and servicing of the units. Council will therefore only award to companies that submitted tenders for both categories (One service).**

Table 1: Map Index numbers and Informal Settlement Names (reference to Map1)

Nr	NAME	ALIAS	Nr	NAME	ALIAS
1	BURUNDI MFULENI		34	Maitland Cemetary	
2	BROWNS FARM	Block 8/ School Site	35	Melkbosstrand	MILKWOOD PLACE / Rietvlei
3	BARNEY MOLOKWANA CORNER	BM Section	36	Klipheuwel	
4	SHEFFIELD ROAD	Siyahlala	37	Ogieskraal	
5	SWEET HOME		38	Rondeberg	
6	Bongolethu	Murray	39	Ruyterwacht Informal	
7	LOS ANGELES		40	Roodakkies	
8	LANDSDOWNE ROAD	Block 6/ Harry Gwala	41	Spoorkamp	
9	Kampies		42	Dagbreek	
10	KOSOVO		43	Macassar Village	
11	RR SECTION		44	Jim Se Bos	Olieboom
12	MASIPHUMELELE SCHOOL SITE		45	Silvertown	
13	KALKFONTEIN		46	Happy Valley	
14	JOE SLOVO	Little Kosovo	47	Vygieskraal	HADJI EBRAHIEM CRES / Haji Ebrahim
15	LANGA SPORTSFIELD		48	Beach Road	
16	NOMZAMO	Masakhane/Lwandle	49	Railway Street	
17	VRYGROND REMAINDER	Overcome Heights	50	Lost City	
18	FREEDOM PARK TAFELSIG		51	Mxolisi Phetani 15966	CT Section 15966
19	WALLACEDENE	Wallacedene Informal	52	Bongweni Lansdowne Road Reserve 1	AT Section
20	MONWABISI PARK		53	Mxolisi Phetani 51401	DT
21	MAKHAZA 42365	KC Macassar	54	Jabula	Jabulani Phillipi
22	Zille Rain	Zillerraine Heights / Acacia Road, Parkwood	55	Gugulethu 113702	Lotus Park/Waterfront
23	MILNERTON 29383		56	Mkonto Square	
24	DU NOON HOLDING SITE 1	Westbeach 3	57	Flemingo Crescent	
25	Ekhurphemeleni		58	Electrical Servitude	
26	BONGANI TR SECTION	TR Section	59	Monwood	
27	SEBATA DALINDYEBO SQUARE	Green Point	60	Valhalla Park	Agste Laan
28	IMIZAMO YETHU 2		61	Nyanga 11837	
29	EGOLI		62	Red Hill	
30	IMIZAMO YETHU		63	Enkanini	
31	KTC		64	Barcelona	
32	MPINGA SQUARE		65	Fisantekraal	
33	BLACK CITY				

Table 2: Distribution and current servicing ratios of Chemical Toilets per Informal Settlement

Informal Settlement	Suburb	Services per month	No. of Units	Informal Settlement	Suburb	Services per month	No. of Units
11th Avenue	Retreat	8	1	Millers Camp	Nyanga	8	4
11th Avenue	Melkbosstrand	8	8	Mkonto Square	Nyanga	12	78
14th Avenue	Retreat	8	4	Monwabisi Park	Khayelitsha	8	2
14th Avenue	Ravensmead	8	19	Monwood	Philippi	12	114
6th Avenue	Maitland	8	6	Monwood Private	Philippi	12	15
8th Avenue	Valhalla Park	12	90	Mossie Nes	Strand	8	6
Applebos	Ravensmead	8	1	Mpinga Square	Nyanga	12	15
AT Section	Khayelitsha	12	9	New Hall	Du Noon	12	20
Barcelona	Nyanga	12	50	Nomzamo LONJA RD	Strand	8	4
Barroy	Atlantis	8	8	Nomzamo Steven St	Strand	12	15
Block 6	Philippi	12	70	Nooiensfontein	Kuils Rivier	8	4
Block 8	Philippi	12	20	Nyanga Infields	Nyanga	12	5
Bo - Kaap	Cape Town	8	1	Oasis	Philippi	8	11
Bongulwethu	Philippi	12	70	Ogieskraal	Vissershok	8	8
Browns Farm	Philippi	8	2	Olie Boom	Philippi	12	24
Burundi	Mfuleni	8	10	Overcome Heights	Retreat	12	100
C.Camp - Blue Waters	Strandfontein	12	57	Parkwood	Parkwood	8	2
Capricorn Park	Lavender Hill	12	27	Pella	Atlantis	8	3
China Town	Lavender Hill	12	186	Polile Park	Strand	12	50
CT Section	Khayelitsha	12	110	Potsmandam	Du Noon	16	245
Dagbreek	Mitchell's Plain	8	3	Railway Camp	Du Noon	12	20
Driftsands	Mfuleni	8	2	Railway Line	Du Noon	12	40
Egoli	Philippi	12	30	Rasper Rd	Maitland	8	1
Ekuphumleni	Du Noon	12	20	Red Hill	Simons Town	8	13
Electrical Installation	Philippi / Browns F	8	2	Rondeberg	Atlantis	8	3
Electrical Servitude	Philippi	12	15	Rooidakkies	Vissershok	8	4
Emsidweni	Khayelitsha	12	50	Royal Rd	Maitland	8	4
Enkanini	Khayelitsha	16	292	Rr Section	Khayelitsha	12	100
Fisantekraal	Durbanville	8	10	Sheffield Rd	Philippi	12	20
Flamingo Crescent	Lansdowne	12	13	Silversands Rd	Delft	12	10
Four Play Park	Du Noon	8	8	Sir Lowry's Pass	Strand	8	10
Freedom Park	Mitchell's Plain	12	37	Siyashalala	Du Noon	12	40
Greenpoint	Khayelitsha	12	86	Siyathemba Primary School	Du Noon	8	5
Grens Rd	Ruyterwacht	8	2	Spoorkamp	Vissershok	8	3
Happy Valley	Blackheath	12	288	Sst Section	Khayelitsha	12	100
Imizamo Yethu	Houtbay	12	62	Strand Str.	Woodstock	8	1
Jabula	Philippi	12	30	Sunbird Park	Kuils Rivier	8	5

Informal Settlement	Suburb	Services per month	No. of Units	Informal Settlement	Suburb	Services per month	No. of Units
Joe Slovo	Milnerton	12	91	Sweet Homes	Philippi	12	105
K.T.C	Nyanga	12	24	Tr Section	Khayelitsha	12	50
Kalkfontein	Kuils Rivier	12	50	Tussen Rd	Rylands	8	1
Kampies	Philippi	8	8	Under Overhead Cables	Philippi	12	12
Khanyisa Pre-Primary	Gugulethu	8	2	Violet Cottage	Rylands	8	9
Khayelitsha	Khayelitsha	12	55	Voel Rd	Vygieskraal	12	36
Klein Akkerboom	Kraaifontein	8	5	Wallacedene	Kraaifontein	8	40
Klipheuwel	Durbanville	12	81	West Beach	Du Noon	12	15
Kosovo	Philippi	12	130	White City	Belhar	8	10
Kosovo Sports Field	Langa	12	132	Williston Rd (Knole Park)	Philippi	8	3
Langa - Bitterhout	Langa	8	8	Wolwe Rivier	Vissershok	8	8
Llwandle	Strand	8	4	Wright Str.	Woodstock	8	2
Los Angeles	Mfuleni	8	5	Youngs Field	Ottery	12	10
Lotus Park	Gugulethu	12	20	Masipumelele - School Site		8	3
Riemvasmaak	Lotus River	12	70	Malume Park		12	25
Mary Gold Str.	Ravensmead	8	5	7 De Laan	Strandfontein	8	2
Zille Heights	Parkwood	12	17				

5. PUBLIC TRANSPORT FACILITIES

Various interchanges will make use of this tender on an as and when required basis, and will not be the main user of this tender.

6. MINIMUM DIMENSIONS OF THE TOILET UNIT

The minimum dimensions of the toilet unit should be as follows, see table below:

Dimensions of chemical toilets		Dimensions of chemical toilets		Dimensions of chemical toilets
Internal size: 923mm x 1200mm	AND OR	Internal Size: 923mm x 1200mm	AND OR	Internal Size: 1100mm x 1000mm
Internal height, floor to ceiling: 2000mm		Internal height, floor to ceiling: 1900mm		Internal height, floor to ceiling: 2230mm
Door opening: 1860mm x 850mm		Door opening: 1800mm x 610mm		Door opening: 1700mm x 700mm
Container size: minimum 200 litres		Container size: minimum 200 litres		Container size: minimum 200 litres

7. INSTALLATION GUIDELINES

When locating the toilet, ensure that the founding area is compacted and secure.

Sandbags with a weak cement mixture should be used in sandy areas to assist with securing the founding area.

All portable chemical toilets shall be secured to the ground to the satisfaction of the City's Project Manager, in order to prevent them toppling due to wind or any other cause.

8. CLEANING AND MONITORING GUIDELINES

Communal toilets are mostly locked and the cleaning contractor must liaise with the relevant community members to unlock the doors. Both the fixed chemical toilet storage tanks and the removable chemical toilet storage tanks must be serviced by Vacuum Tanker with high pressure water dispensing unit and or Honey Sucker with high pressure water dispensing unit with an ideal minimum storage capacity of **2.5** kilolitres. With each cleaning cycle the interior of the toilet structure, the toilet pan and seat should be jet cleaned and disinfected with an approved chemical.

Guided by the number of users per day and the resultant pan soiling, the number of cleaning staff from the community should be determined in order to perform consistent cleaning cycles per day for each toilet (as determined by the City's Project Manager), in addition to the Vacuum Tanker with high pressure water dispensing unit and or Honey Sucker with high pressure water dispensing unit cleaning. The daily manual cleaning should include cleaning and disinfecting, with an approved chemical, the toilet interior, -pan and –seat, including the 2 m perimeter of each toilet.

Any waste spillage should be cleaned and the area properly sanitised and disinfected. Human contact with waste should be avoided by using approved PPE.

The designated waste disposal site will be the Borchard's Quarry WWTW, unless otherwise approved and notified. The transport of extracted waste, to the Borchard's Quarry WWTW, should always be within a suitably approved sealed container (built in as part of the mechanical servicing unit), with no spillage to occur.

After each cleaning cycle, 20 litres of the toilet waste container volume should be filled (recharged) with an approved chemical which is not harmful to toilet users, waste disposal site, dispensing staff, and the environment. Chemical should be able to break down faeces, control bad odour (bad smell), and with fragrance to assist with the breakdown of organic waste faeces and consistently expel any foul odour with a pleasant fresh fragrance. The recharge liquid should be based and capable to break down waste and dispel odours in a ph range of 5 – 8.5 and a temperature range of up to 50 ° C.

A certificate of chemical approval, for the use in the toilets, from a registered laboratory, to be submitted with your tender submission.

9. CONTRACT PERIOD

The contract period shall be from **1 November 2010 to 30 June 2013**. Successful contractor/s is required to take over **effective 1 November 2010** and should rollout out the required number to toilets units (4500 if one contractor and or 2250 units if two contractors), and implement servicing schedules. The required staff, fleet and equipment to be in place effective 1 November 2010.

10. LOCAL LABOUR

Contractor/s shall be required to maximise opportunities for the local unemployed people from informal settlements within which they operate through the use of labour intensive methods as per the **EPWP guidelines**. (Guidelines are available from http://www.epwp.gov.za/Downloads/technical_legalguidelines.pdf)

All unskilled labour should be sourced from the local informal settlement community. The selection of local labour shall be made in consultation with City of Cape Town officials.

In accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes (clause 10.4), the public body must set a rate of pay (task-rate) for workers to be employed on the labour-intensive projects.

Clause 10.4 requires that the following should be considered when setting rates of pay for workers:

- 10.4.1 The rate set should take into account wages paid for comparable unskilled work in the local area per sector, if necessary.
- 10.4.2 The rate should be an appropriate wage to offer an incentive for work, to reward effort provided and to ensure a reasonable quality of work. It should not be more than the average local rate to ensure people are not recruited away from other employment and jobs with longer-term prospects.
- 10.4.3 Men, women, disabled persons and the aged must receive the same pay for work of equal value.

The contractor will be finally responsible to ensure that work quality is according to the specified standards. Depending on the size of the rollout project, the services of a Community Liaison Officer (CLO) can be employed as directed by the City's Project Manager. The CLO will be appointed for the duration of the project until site handover and payment will be via the contractor on a monthly basis as per hourly rate as stipulated by the contractor and the CLO agreement.

All invoices submitted for payment should be accompanied with monthly labour reports in the format prescribed by the City of Cape Town, attached as **Annexure A3**.

11. VEHICLES

All vehicles are to be roadworthy at all times and must make provision for the safe and lawful transportation of workers and have human waste material in sealed containers. The minimum requirements of this servicing unit must, among others, have a sealed container for waste, fixed to the chassis of the vehicle. The vehicle must also have a separate potable sealed water container, with a minimum size of 1 kilolitre for toilet cleaning and chemical mixing.

12. (a) PROTECTIVE EQUIPMENT AND HEALTH CARE

The approved contractor/s will be required to adhere to the Occupational Health and Safety Act (Act No 85 of 1993) and provide the following PPE:

- Gumboots
- Rain suit with hood and reflective strips
- Reflective vests
- PVC gloves – Elbow length
- Respirator masks
- 2 sets of overalls – start clean every day
- Anti bacterial skin cleanser
- Access to shower facilities for contractor staff (for after work)
- Inoculation injection for staff as recommended by competent Health practitioner

(b) EQUIPMENT FOR CLEANING TOILET INSIDE AND OUTSIDE

Community labourers should in addition to the PPE, be issued with cleaning equipment as follows spade, rake, chemicals, refuse bags, rags, mops, brooms, etc. Contractor should take care of on-site storage of chemicals under control of the community workers and will be liable for any damages and or fires caused by the chemicals.

13. QUALITY CONTROL

The monthly processing of payment certificates will require a breakdown of invoices per Informal Settlement and or Public Transport Interchange serviced, indicating the following:

- Delivery and collection charge (if applicable) - Item 1.1 Price Schedule
- Applicable daily rental charge per unit multiplied by number of days – Item 2 Price Schedule
- Waste extraction and mechanical cleaning of interior of the portable chemical toilets; to fill (recharge) toilet waste container with chemicals and to dispose waste at waste disposal site charge multiplied by the number of toilets – Item 3 Price Schedule
- Applicable miscellaneous labour charges - Item 4 Price Schedule

The successful contractor will also be required to be available to attend monthly meetings with the City's official.

All invoices submitted for payment should be accompanied with access control sheets of waste disposal sites and a vehicle tracking report, which should amongst other contain information of dates, times and locations.

Drivers will be required to complete access control sheets at the waste disposal site.

Contractors will be required to annually submit schedules of PPE issues duly signed by beneficiaries.

8. INSTRUCTION TO TENDERERS

NOTE: IT IS VERY IMPORTANT THAT ALL TENDER CONDITIONS ARE STRICTLY ADHERED TO, AS FAILURE TO DO SO SHALL INVALIDATE THE TENDER

1. **No Tender will be considered unless submitted on Council's Official Tender Document.**
2. It should be noted that any portion of the Tender Document not completed should be regarded as not applicable.
3. A Tender submitted by:
 - 3.1 A registered **Company** may not be considered unless accompanied by a resolution of a Board of Directors of the Company authorising the Tender to be made and the signatory to sign the Tender on the Company's behalf.
 - 3.2 A registered **Close Corporation** may not be considered unless accompanied by written authority from all the members of the Close Corporation authorising the Tender to be made and the signatory to sign the Tender on the Close Corporation's behalf.
 - 3.3 A **Partnership** may not be considered unless duly signed by all partners or any one or more parties duly authorized thereto to Power of Attorney by the other parties, copy of which should accompany this Tender document.
 - 3.4 A **Trust** may not be considered unless duly signed by all trustees authorising the Tender to be made and the signatory to sign the Tender on the Trust's behalf.
 - 3.5 A Tender submitted for and on behalf of a **Company or Close Corporation** to be formed or in the course of formation shall not be considered unless accompanied by a written guarantee from the signatory, accepting in his personal capacity full responsibility for all performances due under these Conditions of Tender should the Company or Close Corporation not be registered and/or adopt this Contract. Should the Council accept such a Tender and such registration and adoption not take place within three months of the date of Council's acceptance, the aforesaid Company or Close Corporation to be formed or in the course of formation, shall deemed not to have registered nor the contract adopted then the signatory shall be regarded as the Tenderer/Contractor and shall be responsible for all due performances under this Tender, failing which the Council shall be entitled to enforce the aforesaid written guarantee against the signatory.
4. The **Joint Venture Agreement** must be submitted with the Tender document detailing the split of responsibilities in terms of the Tender specifications, ie: percentage of work to be performed by each partner. **All parties** to the Joint Venture Agreement **must be registered** and verified on the **Western Cape Supplier Database**. Only those that are registered and verified before the closing date of the Tender will qualify for preference points.
5. Tenders shall be submitted in a sealed envelope, clearly marked with the relevant Tender number and description, in the officially marked **tender box number 5** the **Tender Office, 5th Floor, Civic Centre, 12 Hertzog Boulevard, Cape Town** not later than **10:00** on the **29 June 2010**. If the tender offer is too large to fit it the allocated box, please enquire at the public counter opposite the tender boxes for assistance.

6. Any Tender submitted shall remain valid, irrevocable and open for written acceptance for a period of **hundred and twenty (120) days** from the closing date. The submission of a Tender shall be deemed to constitute a Contract between Council and the Tenderer whereby the latter agrees not to withdraw his Tender or to amend it or derogate from its effect during the aforesaid period of hundred and twenty (120) days.
7. The Council reserves the right to accept all, some, or none of the Tenders submitted either wholly or in part – and it is not obligated to accept the lowest tender.
8. Council shall not consider Tenders, which are received after the closing date and time.
9. **The Council retains the right to call for any additional information, as well as the right to inspect premises, vehicles and equipment as it deem fit.**
10. The Council will not be held responsible for any expenses incurred by the Tenderer in preparing and submitting Tenders.
11. **City of Cape Town Vendor Database / Western Cape Supplier Database**

Registration on the City of Cape Town's Vendor Database will be applicable to all tenders. No awards will be made to a company if they are not registered on the City of Cape Town's Vendor Database. Tenderers must be registered within 7 days of being requested to do so. Registration Forms may be collect from the 8th Floor, Supplier Management Office, Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel No. (021) 400-3618/4223/9245/3616/5563/4310/3216 or can be downloaded from the City Website <http://www.capetown.gov.za/en/SupplyChainManagement/Pages/SupplierRegistrationn.aspx>

Notice is hereby given that it is each vendor's responsibility to keep all their information updated on the City of Cape Town's Vendor Database so that quality records are maintained to ensure compliance. If any critical information i.e., Tax clearance certificate, CIDB, IRP30 etc. is not valid then transactions with the vendor will be suspended until such time the correct verified information is received.

Please be aware that City of Cape Town utilizes Quadrem, administrator of the Western Cape Suppliers Database, to evaluate and issue the HDI Score of an organization. Although the Registration on the Western Cape Supplier Database (WCSD) is NOT a compulsory requirement by the City of Cape Town it will be beneficial for suppliers to register on this database as well in order to claim preference points (HDI status).

12. This Tender will be adjudicated in terms of the Supply Chain Management Policy.
13. If a Tenderer or Contractor, or any person employed by him is found to have either directly or indirectly, promised or given to any Councillor or person in the employ of the Council, any commission, gratuity, gift or other consideration, the Council shall have the right summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss and/or additional cost or expenses, to disqualify the Tender or cancel the Contract without paying any compensation to the aforesaid Tenderer or Contractor.

14. A Tenderer shall not in any way communicate with a member of the Council or with any officer of the Council on a question affecting any contract for the supply of goods or for any work undertaking or service which is the subject of a Tender during the period between the closing date or receipt of Tenders and the dispatch of the written notification of the Council's decision on the award of the contract, provided that a Tenderer shall not hereby be precluded:
- 14.1 At the request of the Head of a Council Department or his authorized representative from furnishing him with additional information, or with a sample or specimen for testing purposes or otherwise, or from giving a demonstration so as to enable the recommendation to the Council's responsible Committee on the award of the contract to be formulated;
- 14.2 From obtaining from the City Manager or his authorized representative information as to the date upon which the award of the contract is likely to be made or, after the decision upon the award has been made by the Council or any Committee to which the Council has delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of Tenders or from submitting to the City Manager in writing any communication relating to his Tender or award of the contract or a request for leave to withdraw his Tender, and provided further that nothing contained herein shall be construed so as to prevent information being sought and obtained from a Councillor in regard to any decision taken at an open Council meeting.
15. The Tenderer shall complete and sign the **Tender Form**. Failure to complete the form shall invalidate the Contractor's offer.
16. The Council's Representative for the purpose of this Tender shall be:
- | | |
|--------------------------|---------------------------------|
| Mr Mangaliso Mati | Tel. No.: (021) 918 7401 |
| Ms Lesego Molefi | Tel. No.: (021) 918 7446 |
17. PLEASE NOTE -- EXTRACTS FROM THE CITY'S SUPPLY CHAIN MANAGEMENT POLICY:
- 17.1 (44) *The City Manager shall be entitled to take all reasonable steps to prevent abuse of the supply chain management system and to investigate any allegations against an official, or other role player, of fraud, corruption, favouritism, unfair, irregular or unlawful practices or failure to comply with the supply chain management system and when justified in terms of administrative law:*
- 17.1.1(44.1) *shall take appropriate steps against such official or other role player;*
Or
- 17.1.2(44.2) *shall report any alleged criminal conduct to the South African Police Service;*
- 17.1.3(44.3) *may reject a recommendation fro the award of a contract if the recommended bidder or person submitting a quote, or any of it's directors, has committed a corrupt or fraudulent act in competing for the particular contract'*
- 17.1.4 (44.4) *may invalidate recommendations or decisions that were unlawfully or improperly made, taken or influenced, including recommendations r decisions that were made, taken or in any way influenced by":*

17.1.4.1(44.4.1) *councillors in contravention of item 5 or 6 of the Code of Conduct for Councillors in schedule 1 of the Systems Act;*

Or

(44.4.2) *municipal officials in contravention of item 4 or 5 of the Code of Conduct for Municipal Staff Members set out in schedule 2 of the Systems Act.*

17.1.5(44.5) *may cancel a contract awarded to a person if:*

17.1.5.1(44.5.1) *the person committed a corrupt or fraudulent act during the procurement process or the execution of the contract;*

Or

17.1.5.2(44.5.2) *an official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.*

17.2(45) *The City Manager may reject the Tender or quote of any person if that person or any of its directors has:*

17.2.1(45.1) *failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;*

17.2.2(45.2) *failed, during the last five years, to perform satisfactorily on a previous contract with the City or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory;*

17.2.3(45.3) *abused the supply chain management system of the City or have committed any improper conduct in relation to this system;*

17.2.4(45.4) *been convicted of fraud or corruption during the past five years;*

17.2.5(45.5) *wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years;*

Or

17.2.6(45.6) *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 has been listed on National Treasury's database as a person prohibited from doing business with the public sector.*

18. OBJECTIONS, COMPLAINTS, QUERIES AND DISPUTES

The 21-day expiry date to lodge any action mentioned in the heading of this clause will run concurrently from the same date of notification.

Persons aggrieved by decisions or actions taken in the implementation of the City's Supply Chain Management system, may lodge either

- (a) written dispute or objection in terms of clause 367 of the City's Supply Chain Management policy, or
- (b) an appeal in terms of section 62 of the Local Government Municipal Systems Act, number 32 of 2000.

An appeal must contain the following:

- reason/s for the appeal
- the way in which the appellant's rights have been affected
- remedy sought by appellant

Disputes, objections and/or appeals must be submitted in writing to the City Manager, Executive Support, 5th floor, Podium, Civic Centre, 12 Hertzog Boulevard, Cape Town or posted to Private Bag 9181, Cape Town. 8000 or faxed to 021 418 9009.

19. Right to approach a Court

These foregoing provisions do not influence any affected person's rights to approach the High Court at any time, The contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise between the Council and the Contractor in regard to the Contract shall be settled in the Republic of South Africa.

20. TENDERS EXCEEDING R10 MILLION (VAT INCLUDED)

If the value of the Tender exceeds R10 million (VAT included) the Tenderer shall submit the following information with the Tender:

19.1 if the Tenderer is required by law to prepare annual financial statements for auditing, their audited annual financial statements –

19.1.1 for the past three years, or

19.1.2 since their establishment if establish during the past three years.

19.2 a certificate signed by the Tenderer certifying that the Tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

19.3 particulars of any contracts awarded to the Tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract, and

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

9. TAX CLEARANCE CERTIFICATE

Every tenderer must obtain a **Tax Clearance Certificate – Good Standing** from its local SA Revenue Services office.

The following conditions will apply to this tender:

1. It is an absolute requirement that the tax matters of every Tenderer must be in order, or that a suitable arrangement has been made to the satisfaction of the South African Revenue Services.
2. **Each participating Tenderer must submit a valid tax clearance certificate with this tender document.** Provisionally a "*Tax Clearance Certificate for Tenders*" will be acceptable for validity of the tender submission, but for registration on the City's Vendor Database a "*Tax Clearance Certificate – Good Standing*" is **compulsory** before a contract can be concluded, and for that reason Tenderers are encouraged to apply for a "*Good Standing*" certificate in the first instance.
3. **ALTERNATIVELY, if an original, valid *Tax Clearance Certificate – Good Standing* has already been lodged and recorded on the City's internal Vendor Database at the Supplier Management Office (in the Supply Chain Management department on the 8th Floor, Cape Town Civic Centre), please attach only a photocopy of your certificate to this tender submission.**
4. Alternatively an **original** letter from the SA Revenue Services confirming that application has been made in the name of the Tenderer for tax registration may be considered for provisional responsiveness, subject to an original and valid *Tax Clearance Certificate – Good Standing* being lodged on the City's Vendor Database by the time the tender evaluation process takes place.
5. It is very important that the **full, correct name** of the tenderer is reflected on each tax clearance certificate, as payments will be delayed if the names do not match exactly. For example, if the tenderer is ABC trading as XYZ, both the registered name and the trading name should be on the tax clearance certificate (please note that electronic payments will be effected to a bank account in that full and correct name).
6. The expiry date of every Tax Clearance Certificate relating to this tender must be after the closing date for this tender.
7. Should at the tender evaluation and reporting stage the City's Supplier Management (Vendor Database Management) Office not be in possession of an **original and valid *Tax Clearance Certificate – Good Standing***, the tender offer will be considered to be **non-responsive**.
8. Furthermore, the responsibility remains with each Contractor (successful Tenderer) to submit **updated** original *Tax Clearance Certificate – Good Standing* to the abovementioned Supplier Management Office (in the Supply Chain Management department on the 8th Floor, Cape Town Civic Centre) should any current certificate expire during the tenure of a contract. Failure to do so may lead to the suspension of transactions with the contractor until a valid tax clearance certificate is received by that office.
9. The above conditions apply to each party to a tendering Consortium or Joint Venture and to any Sub-contractor/s. In other words, where Consortia, Joint Ventures or Sub-contractors are involved, each member must submit a separate *Tax Clearance Certificate – Good Standing*, notwithstanding the record of a lead partner for contract administration and payments purposes.
10. Where the tenderer is an individual (or a consortium or partnership of individuals), a valid *Tax Clearance Certificate – Good Standing* must be submitted in the name of each key person.

10. RESPONSIVENESS AND EVALUATION CRITERIA

1 RESPONSIVENESS CRITERIA OF SUBMISSIONS

No Tender will be considered by the City Of Cape Town unless it meets the following responsiveness criteria:

- 1.1 The Tender must be properly received in a sealed envelope clearly indicating the **description** of the service and the Tender number for which the Tender is submitted.
- 1.2 The Tender must be **deposited in the relevant Tender box** as indicated on the notice of the Tender on or before the closing date and time of the Tender.
- 1.3 The official Tender document must be **fully completed** in indelible ink and must **not be dismembered**. Where information requested does **not** apply to the Tenderer and **the space is left blank**, it will be **deemed to be not applicable**.
- 1.4 All requested relevant and/or additional documentation **must** be submitted with the Tender on or before the closing date and time.
- 1.5 If the entity submitting a Tender is a **Joint Venture or a Consortium or Partnership**, each party to that formation **must** submit all the above information.
- 1.6 The Tenderer **must** be in **good standing** to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).
- 1.7 Registration with City of Cape Town's Vendor Database (refer to on **Instruction to Tenderers**).
- 1.8 Complies with the **requirements of the Specification**.
- 1.9 Adheres to **Pricing Instructions**.
- 1.10 Complies in full and observes the requirements of the **Notice to Tenderers (if applicable)**.
- 1.11 In addition to the terms and conditions stipulated in this document, for the Tender to be considered responsive, the Tenderer **must** submit the following Tender information:
 - 1.11.1 A fully completed and signed Tender Form;
 - 1.11.2 The Tenderer's Details;
 - 1.11.3 The necessary document authorising the Representative to sign and submit the Tender on the Tenderer's behalf;
 - 1.11.4 The duly completed and signed declaration by Tenderer;
 - 1.11.5 Tenderer must submit rates for all items as per the Pricing

2 EVALUATION OF TENDERS

- a) All Tenders received shall be evaluated in terms of the Supply Chain Management Regulations, City of Cape Town Supply Chain Management Policy and the Preferential Procurement Policy Framework Act.
- b) The Council reserves the right to accept all, some, or none of the tenders / Tenders submitted – either wholly or in part – and it is not obligated to accept the lowest Tender.

3 EVALUATION OF PREFERENCE POINTS

3.1 Classes of Contract

The following preference point system is applicable to the:

- 90/10 system for requirements with a Rand value > R2 000 000
- Points for Functionality + Points for Price = 90
- Historically Disadvantaged Individuals (HDI) = 10

3.2 The percentage score for functionality (Sf) and Price (Sp)

Price	–	40% of 90 points
Functionality	–	60% of 90 points
Total	–	<u>100%</u>

3.3 Weighting on Functionality:

AREA	CRITERIA	POINTS
Previous experience (Complete Annexures A1, A2 and A3)	Relevant past/current experience	12
	Supply track record / Units delivered and serviced	18
	Maximum Points	30
Supply and Deliver (Complete Annexure B)	Supply rate, guarantee and support	5
	Design, Capacity and Construction details (Provide measurements and drawings)	5
	Maximum Points	10
Resource Availability (Complete Annexures C1, C2, C3 and D)	Transport and equipment <ul style="list-style-type: none"> • Vacuum Suction Tanker Truck; Honey sucker; • High pressure water dispensing unit; • Office equipment 	10
	Office and depot facility with mess rooms, ablution and shower facilities, etc	10
	Management, Supervisory /Operational and Support Staff	10
	Maximum Points	30
Operational Methodology (Refer to Annexure E)	Evaluation of Proposed Operational Methodology for e.g. - Proposed work and logistics plan; Monitoring, evaluation and reporting systems; Community awareness, and health and hygiene promotion; Staff development; etc; Disaster risk management plan, e.g., xenophobia, floods, community unrest, fires.	20
Health and Safety Plan (Refer to Annexure E)	Evaluation of Health and Safety Plan	10
	TOTAL	100

Formula for Functionality: $\frac{\text{Total Individual weighting} \times 60\%}{100}$

The points obtained for Functionality must be at **least 60** out of a maximum of 100. Prospective Applicants who obtain less than 60 points will not be considered by the Bid Evaluation Committee.

Note:

Please ensure that all relevant information has been submitted with your tender submission to ensure optimal scoring of Functionality points.

3.4 Points Awarded

3.4.1 The combined points for functionality and price shall be calculated as follows:

$$Wc = W_3 \times \left[1 + \frac{(S - S_m)}{S_m} \right]$$

Where WC = the total number of bid adjudication points awarded for functionality and price.

W_3 = the combined number of points available for functionality and price is **90**.

S = the sum of the percentage score for functionality and price of the bid under consideration ($S_f + S_p$).

S_m = the sum of the percentage score for functionality and price of the highest.

II. SPECIAL CONDITIONS OF TENDER AND CONTRACT WHICH SHALL APPLY TO ANY CONTRACT THAT MAY ARISE FROM THIS TENDER

1 PAYMENTS

1.1 Standard Payment Terms

All invoices received for goods and services or engineering and construction works whereby the invoices are dated on or before the 20th of a particular month, will be paid between the 23rd and 26th of the ensuing month.

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

1.2 Payments to SMME / HDI Contractors

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

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

2 VALUE ADDED TAX

Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) a tenderer must be registered with the SA Revenue Service for VAT purposes to be able to issue Tax Invoices.

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice. The Tender price will read: **Total Value of Service excluding VAT.**

The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

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

3 PRICE SCHEDULE

The Tenderer shall supply all the price information required in the price schedule, failure to do so shall invalidate the Tender.

4 PRICE AJUSTMENT

4.1. **No claim for price escalation will be considered for the first year ending 30 October 2011.**

4.2. No claim for price escalation will be considered unless it is specifically stated that this Tender is fixed and firm or subjected to adjustment

Failure to complete this clause will result in the Tender prices being deemed to be firm.

STATE: Firm or Subject to adjustment. Select/ tick in the appropriate box below:

Firm		Subject to adjustment	✓
------	--	-----------------------	---

NOTE: Published indices shall have the third month prior to the month in which the contract commences as base month and any escalation shall be calculated using the indices of three months prior to the month of delivery.

Monthly escalation claim Payable: = A x Y

Where

A: The amount of the monthly claim for work carried out under this contract.

And

Y: The factor by which the monthly claim is adjusted for cost fluctuations.

Price adjustment factor Y is calculated by the following formulas:

$$0,9 \frac{\{([L1 \times A] + [D1 \times B] + [F1 \times C] + [T1 \times D] + [B1 \times E] + [P1 \times F] + [C1 \times G] - 1)\}}{\{([L0 \times] [D0 \times] [F0] [T0] [B0] [P0] [C0])\}}$$

Where:

- L0:** The basic minimum wage rate in respect of a General Worker in The Cape Magisterial District laid down for the Road Freight Industry by the Department of Labour as for the base month of Tender.
- L1:** Ditto but as for 3 months prior to the month for which the monthly claim relates.
- D0:** The basic minimum wage rate in respect of drivers of extra heavy motor vehicles (rigid), in The Cape Magisterial District laid down for the Road Freight Industry by the Department of Labour as for the base month of Tender.
- D1:** Ditto but as for 3 months prior to the month for which the monthly claim relates.
- F0:** The index for "Diesel oil – Coast and Witwatersrand" as published in the Production Price Index by Statistics SA under table 16 selected materials for the base month of Tender.
- F1:** Ditto but as for 3 months prior to the month for which the monthly claim relates.
- T0:** The index for "Trucks" as published in the Production Price Index by Statistics SA under table 16 selected materials for the base month of Tender.
- T1:** Ditto but as for 3 months prior to the month for which the monthly claim relates.
- B0:** The index for "Tyres and Tubes" as published in the Production Price Index by Statistics SA under table 16 selected materials for the base month of Tender.
- B1:** Ditto but as for 3 months prior to the month for which the monthly claim relates.
- P0:** The disposal charges per load at its Waste Disposal Site as published by the City of Cape Town for the base month of the Tender.

- P1: Ditto but as for 3 months prior to the month for which the monthly claim relates.
- C0: The General Consumer Price index will be applicable to the Toilet and Chemicals.
- C1: Ditto but as for 3 months prior to the month for which the monthly claim relates.

The values of "A", "B", "C", "D", "E" and "F" shall total to 100%.

The Tenderer shall indicate below the (%) values of "A" to "F" he/she intends using for the duration of the contract.

"A" (Labour) 10%
 "B": (Driver) 10%
 "C": (Diesel) 15%
 "D": (Trucks) 10%
 "E": (Tyre Tubes) 20%
 "F": (Toilet and Chemicals) 35%

4.2 Notwithstanding anything to the contrary contained in the Council's Conditions of Tender, Memorandum of Agreement or the Price Schedule, any claim for an increase in the Tender prices herein quoted shall be submitted in writing to the City Manager, City of Cape Town, P O Box 655, Cape Town, 8001, in the form of a written letter (not in form of an invoice or a general circular) **before** the said increase is to become effective. This possible, as the original Tender itself may be based on three-month-old indices, and escalations may likewise be based on three-month-old revised indices. The Council reserves the right to withhold payment of any escalation while only provisional figures is available until the final (revised) figures are issued by the Government's Central Statistical Services. **When submitting any such claim, the Tenderer shall indicate the actual amount claimed for each item. A mere notification of a claim for an increase without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.**

4.3 Notwithstanding anything to the contrary contained in this contract, the Council reserves the right to request the Tenderer to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for price increases. Should the Tenderer fail to submit such auditor's certificates or other documentary proof to the City Manager within a period of thirty days from the date of the request therefore, it shall be conclusively presumed that the Tenderer has abandoned his claim.

5 INDEMNITY

5.1 The Contractor agrees that the occupational use of Council's premises and buildings shall be at his own risk, and that he acknowledges the risks and dangers inherent therein. The Contractor furthermore acknowledges that the Council and / or its employees shall not be liable or responsible for any loss, liability, damages, accident or injury, whether fatal or otherwise, of whatsoever nature and howsoever arising, whether directly from the permission granted by the Council to execute certain events or otherwise, including but not limited to, the use of the premises and / or buildings, and indemnifies the Council and/or its employees against all and any loss of / or damage to property, or injury or death, and any claim for such loss, damage, injury or death, from any cause whatsoever and howsoever arising, which may be suffered in this regard.

5.2 The Contractor and / or its officers, employees, agents, concessionaires, suppliers, contractors or customers shall not have any claim of any nature against the Council for any loss, damage, injury or death which any of them may directly or indirectly suffer (whether or not such loss, damage, injury or death is caused through negligence of the Council or its agents or employees) or for:

5.2.1 any latent or patent defect in the premises;

5.2.2 a fire on the premises;

5.2.3 a theft from the premises;

5.2.4 the Premises or any part thereof being in a defective condition or state of disrepair;

5.2.5 force majeure of causus fortuitus or any other cause either wholly or partly beyond the Council's control;

5.2.6 the use of the services offered on the premises;

5.2.7 consequential loss howsoever caused;

5.2.8 any loss or damage whether to persons or property caused by riots, civil commotion, insurrection or actions taken by the Contractor or the Council to mitigate the effect of / or prevent the aforesaid; and any other cause whatsoever.

5.3 Save for any wilful acts or omission or gross negligence by the Council, its officers, employees, agents, concessionaires, suppliers and contractors, the Contractor indemnifies the Council and holds it harmless from and against all claims, actions, damages, liability and expense in connection with loss of life, personal injury and / or damage to property arising from or out of any occurrence in, upon or at the premises or the occupancy or use by the Contractor of the premises.

6. INSURANCE

6.1 Without limiting the obligations of the Contractor in terms of this Agreement, the Contractor shall effect and maintain the following insurances, covering:

6.1.1

a) Public Liability for a minimum coverage of R5 million

b) Contract Works for a minimum coverage of R5 million, which shall insure the Contractor against incidental damage to Principal surrounding property and assets while working on Council premises as well as Council assets damaged in the Contractors Workshop facilities or in transit between the Contractors facilities and the relevant Council premises.

6.1.2 The Lessee shall insure all its own possessions and equipment kept on the premises, in its own name.

6.2 In the case of an occurrence giving rise to claim (and in accordance with the directives of the insurer); the Contractor shall proceed in the following manner:

- 6.2.1 Over and above any statutory and / or other requirements contained in the conditions of this agreement, the Council must immediately be notified telephonically (and confirmed by means of a telefax) of the circumstances, nature and estimate of the loss or damage; and
- 6.2.2 any claim settlement shall be subject to the approval of both the Council and the Contractor.
- 6.2.3 The Council reserves the right to make enquiries regarding the cause and result of any such occurrence giving rise to a claim, and the Contractor shall assist the Council in this regard.
- 6.3 All insurance must remain in force for the duration of this agreement.
- 6.4 Should the Contractor fail to arrange insurance or to maintain it, the Council shall be entitled to arrange for such insurance and to maintain it, and pay the premiums, as may be necessary. Amounts for this purpose are paid by the Council as a debt from the Contractor.
- 6.5 The Contractor hereby guarantees that it shall make the necessary submissions of insurance to the satisfaction of the Council (copies of which policies shall be provided to the Council annually, within 7 (seven) days of awarding/acceptance of this contract, as proof that the required insurances exist and that it will comply with all terms, requirements and conditions in respect of insurance applicable to this agreement.

7. COMPLIANCE TO TENDER SPECIFICATION

The City Of Cape Town will regularly inspect service quality on all sites. In the event of a toilet cleaning service not being provided, the COCT Representative may penalize the contractor as follows:

- a) The contractor will not be paid for each of those services missed.
- b) Penalties for the failure to provide a satisfactory cleaning service (as specified in Clauses 2.1.2 and 2 of Tender Specification) will result in non-payment for the invoiced service cycle, should 10% of the site inspection reveal non-compliance. Leniency will only be applied should the Council's representative be notified beforehand of temporally field constraints in servicing the area (e.g. mechanical breakdown of transport, access constraints, community unrest / riots).
- c) Service cost will be recovered from the contractor, should on-site verification and invoiced service point totals not match.

8. PENALTIES

The City Of Cape Town will regularly inspect service quality on all sites. In the event of a toilet cleaning service not being provided, the COCT Representative may penalize the contractor as follows:

- a) The contractor will not be paid for each of those services missed.
- b) Penalties for the failure to provide a satisfactory cleaning service (as specified in Clauses 2.1.2 and 2 of Tender Specification) will result in non-payment for the invoiced service cycle, should 10% of the site inspection reveal non-compliance. Leniency will only be applied should the Council's representative be notified beforehand of temporally field constraints in servicing the area (e.g. mechanical breakdown of transport, access constraints, community unrest / riots).

- c) Service cost will be recovered from the contractor, should on-site verification and invoiced service point totals not match.
- d) Contractor is required to fix defects e.g., missing/ vandalised toilet doors, seats, etc., within 48 hours of it being reported to them, failing which contractor will not be paid for the number of defective toilets for relevant invoicing period, In the event of the contractor failing to fix the defects after penalties were implemented and or after 5 days, payment for the entire settlement will be withheld and a notice issued to the CoCT Supply Chain Management department for further action.
- e) In the event of the contractor failing to comply with Occupational Health and Safety regulations as far as Personal Protective Equipment are concerned, council reserve the rights to withhold payment of invoice for relevant settlement where incident were reported until such time as contractor provide proof of compliance.

9. CESSION AND ASSIGNMENT

The CONTRACTOR will not assign, transfer, charge or in any manner make over, or purport to assign, transfer, charge or make over, this contract or their rights there under or any part thereof, without obtaining the previous consent in writing of the COUNCIL.

10. OCCUPATIONAL HEALTH AND SAFETY ACT (85 OF 1993)

All successful Tenderers, Tendering on items where labour and/or equipment are included, shall enter into an agreement with the Council, indemnifying Council from the provisions of the said ACT.

11. COMPLIANCE WITH LEGISLATION

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

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

12. WORKMEN'S COMPENSATION

The Tenderer shall, prior to commencement of any work on site in terms hereof, give written proof that he is registered as an employer in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 and the Tenderer shall remain registered as such for the duration of the contract awarded and shall pay all monies due to the Compensations Fund in terms of Section 15 of Act 130 of 1993. Failure to comply will result in the Tenderer being disqualified.

13. BREACH OF CONTRACT:

13.1.1 Breach of Contract

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

13.1.2 Remedies for Default and/or Breach

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

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

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

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

- (ii) Should the COCT Representative not be satisfied with the contractor's response to the first verbal notification of a default or breach, the contractor must then be informed in writing of the default or breach and given a specific time by which to rectify the matter.
- (iii) If, in the opinion of the COCT Representative, no or insufficient suitable corrective action is taken by the deadline, the COCT Representative must again inform the contractor in writing with a clear statement of the problem and Council's intention to take steps to cancel the contract should circumstances indicate a lack of co-operation by the contractor.
- (iv) At any stage during the above process (i) – (iii), the contractor may object, ask for more clarity and/or further advice on the steps the COCT Representative required to be taken. The contractor may do this verbally or in writing or place the matter on record at the next monthly meeting.

- (v) Disagreement

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

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

AND/OR

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

AND/OR

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

13.1.3 Cancellation of Contract

In the event of a default or breach not being remedied via the process recorded in 13.1.2, the following will apply:

Should it appear to the Council that the Contractor is not executing the Contract in accordance with the true intent and meaning thereof, or that he is refusing or delaying to execute the Contract or that he is not carrying on the Work at such rate of progress as to ensure Delivery by the Date of Delivery or that the time has expired within which Delivery should have taken place or in the event of any other failure or default by the Contractor, then and in any of such events the Council may give notice in writing to the Contractor to make good the failure or default, and should the Contractor fail to comply with the notice within the period specified therein, then and in such case the Council shall, without prejudice to any of its rights under the Contract, be at liberty forthwith to perform such work as the Contractor may have neglected to do, or to take the Contract wholly or in part out of the Contractor's hands and order from any other person. The Contractor shall be responsible for any loss the Council may sustain by reason of such action as the Council may take in terms of this Clause.

14. Guarantee

The successful Tenderer shall be required to furnish the City with a performance guarantee on the terms and conditions set out in the Form of Guarantee, copy of which is attached hereto as **Annexure J**

The guarantee may be issued by any one of the Financial Institutions listed in **Annexure K**.

The guarantee shall be submitted, within 14 (fourteen) days of receipt of official notice of appointment from the City of Cape Town to the successful contractor/s, failing which, appointment offer will be made to the next qualifying contractor .

The Guarantee Sum shall be R50 000.00.

No alternative offers will be considered.

The Tenderer **must submit** with this tender a **letter of good standing** by an accredited financial institution as confirmation that the tenderer will be able to secure a R50 000,00 bank guarantee within 14 days from notification in the event of successful bidding.

12. GENERAL CONDITIONS OF CONTRACT

(National Treasury)

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General Conditions of Contract (GCC)

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the Tendering documents for the receipt of Tenders.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Tenderer, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Tenderer 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 Tendering 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 goods covered by the Tender will be manufactured.
- 1.17 “Local content” means that portion of the Tendering 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 Tendering documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Supplier” means the successful Tenderer who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all Tenders, contracts and orders including Tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the Tendering documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, 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 Tendering documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a Tender. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to Tender are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

- 8.1 All pre-Tendering testing will be for the account of the Tenderer.
- 8.2 If it is a Tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the Tenderer or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the Tendering documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods 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 goods 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 goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 of GCC.

9. Packing

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

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified 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, 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.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 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 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 judgement 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.

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

28. Limitation of Liability

- 28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.2 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28.3 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.

31. Notices

- 31.1 Every written acceptance of a Tender 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 Tender or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice;
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any Tenderer whose tax matters are not in order. Prior to the award of a Tender SARS must have certified that the tax matters of the preferred Tenderer are in order.
- 32.4 No contract shall be concluded with any Tenderer whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

13. CONDITIONS PERTAINING TO TARGETED PROCUREMENT
Major (Over R2 000 000)

Failure by the Contractor to honour undertakings given or stated by him in his tender pertaining to Targeted Procurement shall be a reason for termination of this contract by the Employer.

1 Definitions and Interpretations

The following words and expressions having capital initial letters shall have the meanings indicated.

1.1 Affiliated Entity

A business entity which has control of or the power to control another business entity, albeit indirectly, e.g. where a third person has control of or has the power to control both entities. Indicators of control shall, without limitation, include interlocking management or ownership, identity of interests among family members, shared facilities and equipment, or common use of employees.

1.2 Historically Disadvantage Individual (HDI)

South African citizen:

a) who, due to apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (“the Interim Constitution”); and/or

b) who is a female; and/or

c) who has a disability

provided that a person who obtain South African Citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI.

1.4 Control

The possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

1.5 Commercially Useful Function

The performance of real and actual work, or the provision of services, in the discharge of any contractual obligation, which shall include but not be limited to the performance of a distinct element of work which the business has the skill and expertise to undertake, and the responsibility for management and supervision.

1.6 Executive Director

A sole proprietor, a partner in a partnership, a director of a company established in terms of the Companies Act, 1973 (Act 61 of 1973) or a member of a close corporation registered in terms of the Close Corporation Act, who, jointly and severally with her other partners, co-directors or co-members, as the case may be, bears the risk of business and takes responsibility for the management and liabilities of the partnership, company or close corporation.

1.7 Independent Enterprise

An enterprise which is free of any degree of direct or indirect Ownership, or Control, by any firm which engages in activities similar to those principal business activities which the enterprise performs, or by any Executive Director of such a firm who is not a Historically Disadvantage Individual.

NOTE:

Any enterprise whose owners include firms which engage in the majority of activities that would be required of a Prime Contractor in the execution of the Contract cannot claim Historically Disadvantage Individual status. Likewise any enterprise which has any non-HDI Executive Directors who have interests in such firms cannot claim such status.

1.8 Manufacturer

A firm that operates or maintains a factory or establishment that produces on its premises materials or supplies required by the Prime Contractor for the performance of the Contract.

1.9 Owned

Having all the customary incidents of ownership, including the right of disposition, and sharing in all the risks and profits commensurate with the degree of ownership interest as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

1.10 Prime Contractor

A contractor who contracts with an employer as the principal or main contractor or as a joint venture partner to such contractors, to provide goods services or works.

1.11 Supplier

A firm that:

- (a) owns, operates or maintains a store, warehouse or other establishment in which materials or supplies are bought, kept in stock and regularly sold to the public in the usual course of business; and
- (b) engages as its principal business, and in its own name, in the purchase and sale of the goods.

1.12 Woman

A female person who is a South African citizen and a female at birth.

1.13 Disability

In respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which result in restricted, or lack of, ability to perform an activity in the manner, or in the range, considered normal for a human being.

2. Adjudication of Tenders on a points system

2.1 Examination of Tenders and Determination of Responsiveness

Prior to the detailed evaluation of Tenders, the Employer shall determine whether each Tender:

- meets the requirements of these Conditions of Tender;
- has been properly signed;
- is responsive to the requirements of the procurement documents;
- provides any clarification and/or substantiation that the Employer may require;
- complies with the Tender submission requirements in all other respects.

A responsive Tender is one that conforms to all the terms, conditions and Specifications of the Contract without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion:

- could detrimentally affect the scope, quality, or performance of the Works;
- changes the Employer's or the Contractor's risks and responsibilities under the Contract; or
- would affect the competitive position of other Tenderers presenting responsive Tenders, if it were to be rectified.

If the Tender does not meet the requirements or is not responsive, it will be rejected by the Employer, and may not subsequently be made acceptable to the Employer by correction or withdrawal of the non-conforming deviation or reservation.

2.2 Adjudication using a Points System

The Employer using a system that awards points on the basis of will adjudicate responsive Tenders:

- the tendered price (Np)
- the status of the enterprise in terms of ownership (Ng).

The Employer will normally award the Contract to the Tenderer obtaining the highest number of points, but will not bind itself to do so.

2.3 Points Awarded (Wc)

2.3.1 The combined points for functionality and price shall be calculated as follows:

$$Wc = W3 \times \left[1 + \frac{(S - S_m)}{S_m} \right]$$

Where Wc = the total number of bid adjudication points awarded for functionality and price.

W3 = the combined number of points available for functionality and price, which is: 90 Points

S = the sum of the percentage score for functionality and price of the bid under consideration (Sf + Sp)

S_m = the sum of the percentage score for functionality and price of the highest scoring bid.

2.3.2 The percentage score for functionality (Sf) shall be calculated as follows:

$$Sf = W2 \times \frac{Ns}{Nq}$$

Where W2 = the percentage of combined points available for functionality, which is: 40% of 90 Points

Ns = the score for functionality awarded to the bid under consideration.

Nq = the maximum possible score for functionality in respect of each bid.

2.3.3 The percentage score for price (Sp) shall be calculated as follows:

$$Sp = W1 \times \frac{Pm}{P}$$

Where W1 = the percentage of combined points available for price, which is:
100 – W2.

P = the bid sum (corrected if applicable) of the bid under consideration.

Pm = the bid sum (corrected if applicable) of the lowest valid bid.

2.4 Points for Preference

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

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

Where Ng = The number of Tender adjudication points awarded for preference

% HDI = The percentage of HDI equity ownership of the Tenderer under consideration (see Note 1 & 2 below)

NOTE 1 It is only the equity ownership of the Tenderer in the capacity of prime contractor that is considered in this formula.

2 Where a joint venture partnership Tenders as a prime contractor, the joint venture agreement must state the percentage of the contract value that will be managed or executed by the parties thereto. In this regard the adjudication points for HDI equity ownership shall be calculated on the pro rata contribution of each of the parties to the joint venture partnership.

14. DECLARATION OF INTERESTS

- 1. No Tender will be accepted from persons in the service of the state*.
- 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 Tender. In view of possible allegations of favouritism, should the resulting Tender, 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 and/or take an oath declaring his/her interest.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.

3.1 Full Name: *Harold Marcus*

3.2 Identity Number: *5708305144084*

3.3 Are you at present in the service of the state?* **YES / NO**

3.3.1 If so, furnish particulars.

3.4 Have you been in the service of the state for the past twelve months? **YES / NO**

3.4.1 If so, furnish particulars.

3.5 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 Tender?* **YES / NO**

3.5.1 If so, furnish particulars.

*

* Municipal Supply Chain Management 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) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of parliament or a provincial legislature.

3.6 Are you aware of any relationship (family, friend, other) between a Tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this Tender? **YES / NO**

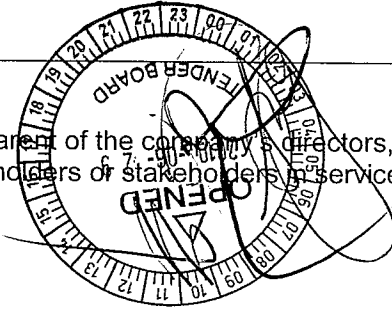
3.6.1 If so, furnish particulars.

3.7 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.7.1 If so, furnish particulars.

3.8 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.8.1 If so, furnish particulars.



CERTIFICATION

I, Harold Marcus THE Managing Member **UNDERSIGNED,**
(FULL NAME IN BLOCK LETTERS)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

[Signature]
Signature

28/6/2010
Date

Managing Member
Position

Invusa Trading 700 CC
Name of Tenderer

* See footnote on previous page

15. TRANSPARENCY AND DISCLOSURE OF POTENTIAL CONFLICTS OF INTERESTS

If there is any known potential conflict of interests or if any owner, partner or member of the Tenderer is an official, an employee or a councillor of the City of Cape Town, or is related to an official, an employee or a councillor of the City of Cape Town, that relationship must be placed on record here:

None.

This is intended to guide the adjudication process with reference to the relevant sections of the Municipal Systems Act and the Municipal Finance Management Act. It should be noted that failure to provide complete information may render any contract awarded on the basis of this Tender subject to invalidation.

Should you be aware of any corrupt or fraudulent transactions relating to the Tendering process of the City of Cape Town, please contact the following:

Fraud.hotline@capetown.gov.za

or

the City's anti-corruption hotline at **0800 32 31 30** (toll free)

Information submitted will need to be substantiated, but sources will be regarded as confidential.

16. AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

CCTPF 005: Authorisation to deduct outstanding amounts



CITY OF CAPE TOWN | ISIXEKO SASEKAPA | STAD KAAPSTAD

To: **THE CITY MANAGER, CITY OF CAPE TOWN**

From: Imvusa Trading 700 CC.
(Name of Tenderer or consortium)

AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

Extract from Supply Chain Management Policy, Clause 45.1:

“The City Manager may reject the Tender or quote of any person if that person or any of its directors has:
45.1 failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months; ...”

I, THE UNDERSIGNED,

Harold Manes

(FULL NAME IN BLOCK LETTERS)

hereby authorise the City of Cape Town to deduct the full amount outstanding by the business organisation / Director / Partner, etc from any payment due to us / me.

Signature

THUS DONE AND SIGNED for and on behalf on the Tenderer / Contractor

at Ashlone on the 28 day of June 2010
(PLACE) (DATE) (MONTH) (YEAR)

17. CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

CCTPF 004: Cert Municipal Services



To: **THE CITY MANAGER, CITY OF CAPE TOWN**

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

Information required in terms of the City's Supply Chain Management Policy, Clauses 45.1 and 112.2

NAME OF THE TENDERER: <i>Imvusa Trading CC T/A Mshengu Services</i>

FURTHER DETAILS OF THE TENDERER/S; Proprietor / Director/s / Partners, etc:

Physical Business address of the Tenderer	Municipal Account number(s)
<i>A4b No 6 Ebrahim Road</i>	<i>209049217</i>
<i>Ahluwe Industria II</i>	<i>206259852</i>
<i>Premises Leased - SBD C</i>	

If there is not enough space for all the names, please attach the additional details to the Tender Document

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)
<i>Harold Manus</i>	<i>5708305144084</i>	<i>23 Swarthout Road Platteloo</i>	<i>132810323</i>

I, *Harold Manus*, the undersigned,

(Full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have 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.

Signature

THUS DONE AND SIGNED for and on behalf on the Tenderer / Contractor

at *Ahluwe* (PLACE) on the *28* (DATE) day of *June* (MONTH) 20*10* (YEAR)

Please Note:

Even if the requested information is not applicable to the Tenderer, the table above should be endorsed Not Applicable and THIS DECLARATION MUST STILL BE SIGNED

Annexure A1

18. PLEASE INDICATE ALL RELEVANT PAST and CURRENT EXPERIENCE1

Applicable to this tender

No	Details	Principal (Employer / Awarder of Contract): (Company / Institution) Contact Person at Principal: (First name or initials, plus Surname) Telephone Number:
1	<p>Brief Description of Contract: Supply and clean portable toilets at community points at the hospital</p> <p>Period: From: Feb 2010 To: January 2011</p> <p>Total Rand Value of Contract awarded to you: R 15000 p.m</p>	<p>Groote schuur Hospital Mohamed Anthony 021-4042336</p>
2	<p>Brief Description of Contract: Supply and service portable toilets to City of Cape Town informal settlements for the City of Cape Town</p> <p>Period: From: July 2008 To: October 2010</p> <p>Total Rand Value of Contract awarded to you: R 4,2 mill per month</p>	<p>City of Cape Town David Sebulo 021-9187308</p>
3	<p>Brief Description of Contract: Supply to various police compounds cleaning weekly</p> <p>Period: From: April 2007 To: Ongoing</p> <p>Total Rand Value of Contract awarded to you: R 7500 p.m</p>	<p>S. A P Services Audrey Arendse 021-3702807</p>

Annexure A1

PLEASE INDICATE ALL RELEVANT PAST and CURRENT EXPERIENCE 1.1 Applicable to this tender

No	Details	
4	<p>Brief Description of Contract: Supply various construction sites</p> <p>Period: From: Daily To: As per requirement</p> <p>Total Rand Value of Contract awarded to you: As per requirement</p>	<p>Principal (Employer / Awarder of Contract): Vonros (Company / Institution)</p> <p>Contact Person at Principal: Levinbach Tolunde etc (First name or Initials, plus Surname)</p> <p>Telephone Number: _____</p>
5	<p>Brief Description of Contract: Supplied 110 Toilets for the world Cup. 17 Portable units were also supplied.</p> <p>Period: From: 8 June 2010 To: 12 July 2010</p> <p>Total Rand Value of Contract awarded to you: R 187,000 One off</p>	<p>Principal (Employer / Awarder of Contract): In conjunction with Nice Toilet (Company / Institution)</p> <p>Contact Person at Principal: Francois (First name or Initials, plus Surname)</p> <p>Telephone Number: 0828550098</p>
6	<p>Brief Description of Contract: Supplied Portable toilets and services</p> <p>Period: From: January 2010 To: 31 Dec 2010</p> <p>Total Rand Value of Contract awarded to you: R 36000 one off</p>	<p>Principal (Employer / Awarder of Contract): In conjunction with Nice Toilet (Company / Institution)</p> <p>Contact Person at Principal: Francois (First name or Initials, plus Surname)</p> <p>Telephone Number: 0828550098</p>

If further space is required the details can be completed on a separate sheet using the same format.

Annexure A1

PLEASE INDICATE ALL RELEVANT PAST and CURRENT EXPERIENCE

Applicable to this tender

No	Details	
7	<p>Brief Description of Contract: Suggested and serviced toilets in informal settlements for City of Cape Town Period: From: July 2005 To: June 2008 Total Rand Value of Contract awarded to you R 3,7 mill</p>	<p>Principal (Employer / Awarder of Contract): City of Cape Town (Company / Institution) Contact Person at Principal: Michael Page (First name or initials, plus Surname) Telephone Number: 021-9187401</p>
8	<p>Brief Description of Contract: Many Xenophobic Attacks for Christel Marabegane Period: From: Sept 2006 To: April 2010 Total Rand Value of Contract awarded to you R 2,9 mill</p>	<p>Principal (Employer / Awarder of Contract): Wilfred Johannes Contact Person at Principal: Michael Page (First name or initials, plus Surname) Telephone Number: 021-9187401</p>
9	<p>Brief Description of Contract: _____ _____ _____ Period: From: _____ To: _____ Total Rand Value of Contract awarded to you _____</p>	<p>Principal (Employer / Awarder of Contract): _____ (Company / Institution) Contact Person at Principal: _____ (First name or initials, plus Surname) Telephone Number: _____</p>

If further space is required the details can be completed on a separate sheet using the same format.

UNITS PREVIOUSLY DELIVERED AND THE SITES

Number of units previously delivered	Name of Sites, Province and suburb	Client's details: where work was performed, contact name and phone number
Units for the City delivered over a 5 year period - 7449 None have been collected	City of Cape Town	City of Cape Town David Dehlers 021-9187401
110 Units	Strandfontein, Camp C Wynberg Military base	Michael Page 021-9187401
310 units	Kraaifontein Strandfontein Harmans Park Athlone Kondebosch KTC Hall Soetwater	Draaster Management Wilfred Ishambes Michael Page 021-9187401

Company's total years of experience including the current year: 10 year
 If further space is required the details can be completed on a separate sheet using the same form

UNITS PREVIOUSLY DELIVERED AND THE SITES

Number of units previously delivered	Name of Sites, Province and suburb	Client's details: where work was performed, contact name and phone number
52 units	Phillipi East Mall	Duster Management
	Ammergens, Derek Road	Wilfred Ishamane
	Somerset West	021- 5976000
40 units	Solomon Mahlangu Hall	
	Claremont Civic	
	Mzizi Hall Khayelitsha.	
37 units	Construction Sites -	Ashley 0828082252
	Various locations	Leventbach Roofing
41	Across the Western Cape	Tobinle - My Dodge
	Various Building Sites	021-7625585

Company's total years of experience including the current year:10 yrs
If further space is required the details can be completed on a separate sheet using the same form

Reference checks will be conducted to confirm information entered above. Any false declarations will render application invalid and therefore non-responsive. If further space is required the details can be provided on a separate sheet using the same format.

ANNEXURE B

Evaluation Criteria to assess Supply and Deliver Capability.

1. Maximum (preferable) rate of unit supply, as well as applicable defect guarantees and sustainable product support and maintenance procedures in place:

Indicate the number of toilet units readily available for this project? *5500*

Indicate your guaranteed supply rate of units per month? *300 units*

Indicate your guaranteed supply rate within 24 hours notice period, in case of disasters, xenophobic crisis, etc. *100 immediately*

2. Detailed description of product design parameters and efficiency thereof to cater for local Cape Town conditions within Informal Settlements and Public Transport Interchange sites.

The dimension of the toilet unit:

Internal size: *923 mm x 1200 mm*

Internal height: *1900 mm*

Door opening: *1800 mm x 610 mm*

Container size: *200 litres*

Also attached a detailed drawing and material specification of your product offering.

3. Installation track record, verifying the stated operational capacity of the various sized toilet units. The possible limitations (and remedies) of the product given local sandy and windy conditions, as associated with Cape Town, also need to be highlighted.

NB: This information shall be deemed to be material to the award of the contract.

EQUIPMENT

Contractor to specify types of equipment and tools currently available for the utilization on this tender/contract:

DESCRIPTION	SPECIFICATION	SIZE	QUANTITY
Vacuum Tanker	Immediately available for daily work.	3,500 ^{kg} 6,900	7
Honey Sucker			NONE
High pressure water dispensing unit	Attached to each Vacuum Tanker	1kl.	7
Other:			
3 bakkies	For staff transport and supervisory duties	1,500kg	3
Office equipment:	Yes	No	Quantity
Functioning telephone line	Yes - 021-6370412 / 6913793		2
Functioning fax line and fax machine	Yes - 021-6331145		1
Computer	Yes 4 Computers		4
Printer	YES		3
E-mail address	mshenguth@iafrica.com		
Other:	mshenguth@iafrica.com		

NOTE: copies of road worthy certificate/s and or license/s to be attached to this tender application to score tender evaluation points in this category. Council also reserve the right to do physical on-site inspections to confirm above declarations.

Contractor to state total fleet required and available for this Tender/Contract

REGISTRATION	REGISTERED OWNERS NAME	MAKE	MODEL	YEAR	CAPACITY
OWN VEHICLES					
CA 303645	H. Manus	Ford	Balke	2005	1,500kg
CA 441849	Wshengu	Hino	Super F	2006	6060kg
CA 481048	Wshengu	Hino	Super F	2007	6000kg
CA 552641	Wshengu	Hino	Super F	2007	4720kg
CA 597015	Wshengu	Tata	LDV	2008	1640kg
CA 643724	Wshengu	Isuzu	LDV	2005	1500kg
CA 658796	Wshengu	Hino	Super F	2008	6940kg
CA 681083	Wshengu	Hino	Super F	2004	5260kg
CA 744851	Wshengu	Hino	Super F	2005	6540kg
CA 14147	Wshengu	Toyota	Dyna	2001	3,500kg

2/8/09

REGISTRATION	REGISTERED OWNERS NAME	MAKE	MODEL	YEAR	CAPACITY
VEHICLES TO BE OBTAINED owned	continued				
CY 337246	Mshengu	Trailer		2000	1,500kg
CA 551315	mshengu	Trailer		2003	1500kg
CA 191090	H. Manus	Toyota	Fortuna	2010	1,500kg
CA 324787	Mshengu	Hino	Super F	2010	6280kg
Additional vehicles will be acquired as the need arises. Lead time for delivery of a tanker is 60 DAYS and a vehicle within one week.					

NOTE:

- 1) Inspection will be done before the commencement of the contract to verify compliance with quantities as per information on Annexure C1
- 2) Please ensure that all relevant information has been submitted with your tender submission to ensure optimal scoring of Functionality points.
- 3) Transport and Delivery Equipment (Incl. size) (NB: copies of road worthy certificate/s and or license/s to be attached and or proof or guarantees from accredited financial institutions or suppliers that it will be available within one month notice period.

If further space is required the details can be completed on a separate sheet using the same format.

ANNEXURE C3

OFFICE AND DEPOT FACILITIES AVAILABLE:

Description	Facility	Yes	No	Quantity	Size (m ²)
Office and Depot facilities	Office available	✓		3 offices	24 x 2,6 m
	Mess rooms available (Rest rooms with lockers)	✓		3	2 x 2,5 m
	Ablution facilities (Toilets) available for own staff	✓		6	
	Shower facilities available for own staff	✓		2	1,4 x 1,2
	Storage facility available for toilet units, chemicals, tools, machinery, plant, equipment, fleet, etc.	✓		3 attached warehouses	1000 sqm of space
Other:					
Staff Parking	Visitors and staff Parking			5	3 x 4,5 x 5 bay
Physical address and contact number at Depot facility:					
Street name and no.	A 4 b Nob Ebrahim Road				
Suburb:	Aikhone Industria 11				
Town:	Cape Town				
Province:	Western Cape				
Contact person:	Morsid Marais				
Contact number:	08224922832				

If further space is required the details can be completed on a separate sheet using the same format.

ANNEXURE D

Contractor to list CORE available staff to be utilized for this Tender/Contract.

NAME	JOB TITLE	List at least 3 KEY PERFORMANCE AREAS, relevant EXPERIENCE and/or QUALIFICATIONS per staff
Management and Office Administrative Support staff		
Harold Manus	Managing Member	Finance, Marketing, Public Relations
Sidney Esau	Operations Manager	Overall operations, Staff interviews, Liaise with City on operational matters
Soraya Kader	Office Manager	Invoicing, Creditor, Member Services
Operational Supervisory staff		
Benjamin Loukeba	Field Manager	Field problem solving in the settlements. Supervise field staff. Liaise with community leader
Janice Manus	Staff	Overall staff benefits and welfare.
Keith Davids	Accountant	All accounting matters
Other		
Dean & Mark Webster	Health & Safety	Provide framework to implement H & E Policy
Vivien Stern	Medical officer	All health matters - Inoculation of staff. Arrange blood tests

If further space is required the details can be compiled on a separate sheet using the same format.

ANNEXURE E

Evaluation Criteria required to assess Operational Methodology and Health and Safety Plan

1. Proposal must be of sufficient detail (but preferably not more than 5 pages in length) to indicate that the project brief has been understood. Tenderers must show that they have appreciated the nature of the and scope of this tender and indicate the approach and methodology that they intend following in order to reach the required outcome. The proposal shall include but not be limited to:
 - o Equipment requirements and procedures
 - o Monitoring, evaluation and reporting service delivery, equipment, process and procedures
 - o Human resource requirements and procedures, highlighting sourcing of community staff when required
 - o Defining service schedules and logistical arrangements
 - o Emergency/ disaster risk management plan
 - o Comprehensive Occupational Health and Safety Plan, etc..
2. Performance monitoring procedures for maintaining disposal, transport and cleaning standards
3. Outline community awareness training initiatives (including Health and Safety) in order to promote the sustainable operation of the portable chemical toilets

Expanded Public Works Project Labour Report

ANNEXURE G

Project / Site Name & Number	
Month:	Project Start Date:
Contractor:	Project End Date:
Consultant:	Project Budget:
Total Actual Project Expenditure To date	
Total Actual Project Expenditure on local labour + %	



Number of Workers	*Name	*Surname	*ID Number / DOB	Daily / Task Rate	No of Working Days: Maximum including training = 23 days per month				Training Service Provider
					*Number of days worked this month	Disabled (Y/N)	Number of training days this month	Course name	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
Totals for sheet									
Sheet of									

CLO Name _____ CLO Contact Number _____ CLO Contact Number _____

ANNEXURE

H

FORM OF INDEMNITY

THE CITY MANAGER
City of Cape Town

INDEMNITY

Given by Invusa Trading 700 CC (Name of Company)
of A 4 b No 6 Ebrahim Road Athlone Industria 1

(registered address of Company) a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor),

represented herein by Harold Manus

.....(Name of Representative) in his capacity as

Managing Member.....(Designation) of the Contractor is

duly authorised hereto by a resolution dated 23/6/2010

To sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated with the Municipality of the City of Cape Town (hereinafter called the Municipality) who require this indemnity from the Contractor for

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE : [Signature]

THUS DONE AND SIGNED for and on behalf on the Contractor.

At Athlone on the 28th day of June 2010 In the presence of the subscribing witnesses.

AS WITNESSES

1. [Signature](Designation) SORAYA KADER
2. [Signature](Designation) KYLE MANUS

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

OCCUPATIONAL HEALTH AND SAFETY ACT 1994 (Act No 85 of 1993)

TO BE COMPLETED AND SIGNED BY ALL MANDATARIES

NOTE : Section 1 (1)(XXVIII) of the Act defines a “mandatary” as including an Agent, a Contractor or a Sub-contractor.

AGREEMENT MADE AND ENTERED INTO BETWEEN
CITY OF CAPE TOWN

(Hereinafter referred to as the “PRINCIPAL”)

and

Imvusa Trading 700 CC.

Herein represented and duly authorised by its director/official
(hereinafter referred to as the “MANDATARY”)

WHEREAS the Occupational Health and Safety Act No 85 of 1993, as amended, (hereinafter called the “ACT”) provides that the principal shall be accountable for the compliance and application of the provisions of the ACT and more specifically Section 37(2) of the Act, with regard to the execution of work of whatever nature by private independent contractor specifically engaged by the PRINCIPAL for the purpose;

AND WHEREAS the contractor, so engaged. (Hereinafter called the “MANDATARY”) is statutory compelled in its/his own right as employer, to comply with the obligations prescribed by section 37(2) and other provisions of the ACT applicable to his employees;

AND WHEREAS the PRINCIPAL, has in fact engaged the services of the MANDATARY on account of the fact that the PRINCIPAL is not in the position to execute the work departmentally resulting in the MANDATARY’s presence on site for the specific purpose of executing the work by means of his own employees and is bound therefore, to adhere to the obligations and provisions of Section 37(2) of the ACT;

AND NOW THEREFORE, the PRINCIPAL and the MANDATARY, hereby agree as follows:

1. The MANDATARY hereby unconditionally accepts the responsibility and accountability for the relevant work or contract in accordance with the provisions of Section 37(2) of the ACT.
2. The MANDATARY undertakes to take due care that all machines, equipment and implements are in approved good order and state of repair and shall be utilised by any employee in its/his employ in a manner which fully complies with any and all relevant provisions of the ACT.
3. The MANDATARY hereby unconditionally grants the PRINCIPAL indemnity against any and all claims and steps that may be instituted against the PRINCIPAL on account of non compliance with the provisions of Section 37(2) of the ACT and any other relevant provision thereof.
4. The MANDATARY, without encroaching upon the indemnity granted to the PRINCIPAL as per paragraph 3 hereof undertakes to inform the PRINCIPAL summarily should the MANDATARY at any time during the execution of the specific contract, for whatever

reason find that he cannot comply with the provision of the ACT and afore-mentioned indemnity given to the PRINCIPAL or its/his inability to perform as per the Agreement or that compliance be detrimentally affected for whatever reason. In such an event the MANDATARY shall liaise with the PRINCIPAL , who however, reserves the right not to release the MANDATARY from the provisions of the Agreement between parties and the indemnity herein referred to unless otherwise agreed upon.

- 5. The MANDATARY hereby certifies that it/he has taken note of the addendums to this Agreement and unconditionally undertakes to comply with the provisions thereof, failing which it/he shall be fully liable for all consequential legal proceedings that may be instituted and indemnifies the PRINCIPAL against any action arising out of non compliance with Section 37(2) of the ACT.
- 6. The MANDATARY's sole responsibility in terms of this agreement terminates when the PRINCIPAL releases the MANDATARY from his obligations under the contract.
- 7. The MANDATARY undertakes to indemnify the PRINCIPAL in the same manner herein provided for, against any claims instituted on account of non compliance in terms of the ACT against subcontractors employed by the MANDATARY.
- 8. Appoint Mr/Mrs Harold Manus as our representative and the responsible person on site for the duration of my/our work on the premises of City of Cape Town in terms of Section 8(2)(i), GAR1, GSR 11, GMR 2 and EIR 4 & 5 of the Occupational Health and Safety Act.
- 9. Registration number with Compensation Commissioner: 2609-941-1542

THUS DONE AND SIGNED at Athlone on this 28 day of June, 2010

AS WITNESSES:

1
 2
 PRINCIPAL
 (For and on behalf of City of Cape Town)

THUS DONE AND SIGNED at Athlone on this 28 day of June 2010

AS WITNESSES:

1 Stader
 2
 MANDATARY
 (Contractor)

C1.3 Form of Guarantee

WHEREAS the CITY OF CAPE TOWN,

(hereinafter referred to as the Employer") entered into, a Contract with:

..... *Imvusa Trading 700 CC*

(hereinafter called "the Contactor") on the *28* day of *June*20*10*

for

at(indicate site location)

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS has / have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby

guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of

.....Rand (in words); R *50,000*

figures) *Fifty Thousand Rand*

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

A 4 b Nos Ebrahim Road Athlone
Industria 11

IN WITNESS WHEREOF this guarantee has been executed by us at

on this day of 20

Signature

Duly authorized to sign on behalf of

Address

As witnesses:

1

2

Guarantor's seal or stamp

Guarantee Letter as requested
has been attached.

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 11 November 2005) approved for issue of contract guarantees to the City:

National Banks:

ABSA Bank Ltd.
Development Bank of Southern Africa
FirstRand Bank Ltd.
Gensec Bank Ltd.
Imperial Bank Ltd.
Infrastructure Finance Corporation
Investec Bank Ltd.
Land & Agricultural Bank of SA
Mercantile Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.
SA Bank of Athens

International Banks (with branches in SA):

ABN AMRO Bank n.v.
Barclays Bank plc.
Citibank n.a.
Commerzbank Aktiengesellschaft
Credit Agricole-Indosuez
Deutsche Bank AG
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

ABSA Insurance
AIG South Africa
Auto & General
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Emerald Insurance Co.
Federated Employers Mutual Assurance Co.
Guardrisk Insurance Co.
Home Loan Guarantee Co.
Lion of Africa Insurance Co.
Lombard Insurance
MUA Insurance
Mutual & Federal Insurance Co.
New National Assurance Co.
Regent Insurance Co.
Zurich Insurance Co.