



CITY OF CAPE TOWN | ISIXEKO SASEKAPA | STAD KAAPSTAD

TENDER DOCUMENT

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

TENDER NO:/2010/11

TENDER FOR OPERATIONS AND GENERAL MANAGEMENT SERVICES ON PHASE 1A STATIONS OF THE CITY OF CAPE TOWN'S INTEGRATED RAPID TRANSPORT SYSTEM

CONTRACT PERIOD: Six-year period from award of contract

CLOSING DATE: **August 2010**

CLOSING TIME:

TENDER BOX NUMBER:

NON REFUNDABLE FEE: R

BRIEFING SESSION: **Strongly recommended** – a briefing session will be held
on 2009 at 10:00 am,
.....

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.

GENERAL TENDER INFORMATION

TENDER ADVERTISED : Friday, XX August 2010

CLARIFICATION MEETING : 09h00 on Friday, XX August 2010
(Not compulsory but strongly recommended)

VENUE FOR CLARIFICATION MEETING : Committee Room D, 5th Floor Podium Block,
Civic Centre, 12 Hertzog Boulevard, Cape Town

CLOSING DATE : Tuesday, XX August 2010

CLOSING TIME : 10h00

CLOSING VENUE : **Tender Box No. XX** at the Tender Office,
5th Floor, Tower Block, Civic Centre,
12 Hertzog Boulevard, Cape Town.

TENDER Box No. 33

: This tender Document (which includes the Form of Offer and Acceptance) completed in all respects, by the tenderer, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, the tender box number and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. It is anticipated that this tender will be accompanied by additional supporting documentation/samples which will be too large to fit into the designated Tender Box No. XX. This supporting documentation/samples shall be provided as a separate package, *clearly marked as per the tender document*. Tenderers should enquire at the public counter opposite the tender boxes as to where to place this supporting information. In the event that the tender box is full, please enquire at the public counter opposite the tender boxes for an alternative tender box. The onus remains with the tenderer to ensure that the tender is placed in either the original or alternative box.

TENDERER / TENDER OFFERER	
NAME OF Company/Close Corporation/Partnership/Sole Proprietor /Joint Venture	_____
TRADING AS	_____
WESTERN CAPE SUPPLIERS DATABASE (WCSD) REGISTRATION NUMBER: Only Tenderers that are registered and verified on the WCSD <u>prior</u> to the closing date of the Tender will qualify for HDI preference points.	_____

TENDER INVITATION ISSUED BY: THE 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 7** and the price/s must be entered.

1. DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Company registration no.	
Company Income Tax no.	
VAT registration no.	
Any other registration applicable to this Industry	
Postal address	Postal Code _____
Physical address	Postal Code _____
Contact details of the Person signing the Tender	Name: _____ Telephone: _____ Fax: _____ Cellular Telephone: _____ e-mail address: _____
Contact Details of the Tenderer's proposed Project Manager who will represent the Tenderer in the implementation processes	Name: _____ Telephone: _____ Fax: _____ Cellular Telephone: _____ e-mail address: _____
Contact Details of the Person responsible for Accounts / Invoices	Name: _____ Telephone: _____ Fax: _____ Cellular Telephone: _____ e-mail address: _____

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

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

_____ (NAME OF TENDERER)

held at _____ (place)

on _____ (date)

RESOLVED THAT:

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

Tender No: .../20010/11:PHASE 1A –IRT STATIONS

.....

2. Mr/Mrs/Ms _____

In his/her capacity as _____

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			
2			
3			
4			
5			
6			

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

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

_____ (NAME OF TENDERER)

Held at _____ on _____
(PLACE) (DATE)

RESOLVED THAT:

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

Tender No: .../20010/11:PHASE 1A –IRT STATIONS

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture):

_____ and
 _____ and

3.2 Mr/Mrs/Messrs/Ms _____

In his/her capacity as _____

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 **Consortium / Joint Venture** enterprise mentioned above

3.3 The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the City of Cape Town in respect of the project described above under item 1.

3.4 The **Consortium / Joint Venture** enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and contract with the City of Cape Town in respect of the project under item 1:

_____ (Physical Address)

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 below.

	Name	Capacity	Signature
1			
2			
3			

4. THE TENDER OFFER

4.1 I/We, Mr/Mrs/Messrs _____ 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.

4.2 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.

4.3 I/We further agree that:

4.3.1 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;

4.3.2 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;

4.3.3 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;

4.3.4 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):

4.4 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.

4.5 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.

4.6 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.

4.7 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: _____ Signature: _____

5. THE TENDER FORM

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

This Tender shall remain binding and valid for a period of 120 days calculated from the closing date of the Tender

THE CITY MANAGER
CITY OF CAPE TOWN
P O BOX 298
8000 CAPE TOWN
ATTENTION: Tender Office, 5th Floor, Civic Centre
12 Hertzog Boulevard, Cape Town

Tender No:/2010/11
Closing date: 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:/2010/11:

5.1 THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable) hereinafter referred to as "the Tenderer",

Company with Limited Liability or Close Corporation:
.....

OR

Natural Person or Partnership:
.....
whose Identity Number(s) is/are:
.....

AND WHO IS (if applicable):

Trading under the name and style of

AND WHO IS:

Represented herein by: Mr/Mrs/Ms (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 Services 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 8 - 17 : Price Schedule

5.2 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 of the Tenderer / Contractor

at on the day of 2009
(PLACE) (DATE) (MONTH)

in the presence of the subscribing witnesses.

AS WITNESSES:

- 1 Name in Block Letters:
(SIGNATURE)
- 2 Name in Block Letters:
(SIGNATURE)

6. PRICE SCHEDULE

Contractors to Tender **per month** per IRT Station.

It is imperative that the Tenderers note the operational hours of each Station. Tenderers should also be mindful that the Stations are busiest during operational hours and therefore it is more practical to make allowance for cleaning outside of operational hours. This may require that shifts have to be worked. Such cleaning operations will form part of the Tenderers obligation to ensure that all Stations are maintained at an acceptable level of cleanliness at all times.

6.1. SCHEDULES OF PRICES

Route	Station Location(s)	Total Monthly Price (excl VAT)				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
1.	<i>Airport to CBD route</i>					
1.1						
TOTAL PER MONTH (excl. Vat)						

Route	Station Location(s)	Total Monthly Price (excl VAT)				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
2.	<i>Atlantis to CBD route</i>					
2.1						
TOTAL PER MONTH (excl. Vat)						

Route	Station Location(s)	Total Monthly Price (excl VAT)				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
3.						
3.1						
TOTAL PER MONTH (excl. Vat)						

Route	Station Location(s)	Total Monthly Price (excl VAT)				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
4.						
4.1						
TOTAL PER MONTH (excl. Vat)						

SUMMARY

7. CONTRACT DATA

7.1 Introduction

The City of Cape Town (CoCT) covers the geographical area as described of this tender document. Within this geographical area the CoCT has initiated Phase 1A of the Integrated Rapid Transport System, which is accessed via Stations. It is at these Stations that the various services under this tender will be required to be rendered in terms of agreed scope of works, security operations, cleaning and maintenance schedules and operational times.

The City is represented at the IRT Stations by As part of their day-to-day management functions they must also oversee cleaning operations on the Stations, which includes : monitoring and control, ensuring that Site Specific Orders are carried out, time and attendance are adhered to, scheduling regular meetings to discuss and deal with matters relating to the Contract and on a monthly basis approve that the services have been delivered satisfactorily in terms of the conditions set out in the Contract.

7.2 Commencement of operations & milestones

In accordance with the programme of implementation of the IRT Project, the award of the Station Services contract is scheduled for conclusion on 28 February 2010. This will dovetail with the delivery milestones for phasing in of Phase 1A of the IRT system, as follows:

Milestone 1	Commencement on XX XXXXX 2011
Milestone 2	Commencement on XX XXXXX 2012
Milestone 3	Commencement on XX XXXXX 2013

7.3 Functions of the Station Services Contractor

The principle responsibilities of the Station Services Contractor will be:

- security on the vehicles and at the Stations;
- the cleaning of Stations,
- the supply of a cashier for ticket sales at trunk Station kiosks. (The Contractor will be responsible for transferring cash to the bank.)

The Station Services contract will provide for these functions, discussed in further detail in the following subsections.

7.4 Protecting IRT Stations and assets

The Station Services Company will be responsible for protection of the trunk and feeder Stations that it occupies under the contract. On award of the Station Services contract the completed stations that have been completed by other Contractors (Superstructure Contractor, Fare Systems Contractor and Control Centre Contractor), and handed over to the City in terms of the construction contracts will, through a formal phased hand-over process be given over to the Station Services Contractor to administer on behalf of the City (and subsequently the PTE).

From the date of hand-over the Station Service Contractor will provide security guards, provide surveillance through its human resources, security equipment (alarm systems and surveillance systems installed by the Control Centre Contractor) and its management systems to safeguard the Stations from theft, vandalism, riot damage and other threats. The Station Services Contractor will be required to insure all Station assets, equipment and contents and to take out insurance of its staff against personal accident and insurance that indemnifies staff against personal liability. These insurances will be included in the contract costs.

7.5 Security and safety of customers

The Station Service Contractor must ensure the safeguarding of the IRT users, the IRT assets, and the Station Service Contractor's own personnel, from harm, be it from accidents that may occur or from personal safety threats and attacks by criminals. The Station Service Contractor, in protecting Stations and persons, supports the City's responsibility for safety and security of its citizens.

The Station Services Contractor will have no power of arrest and intervention through their employed security personnel. It will be required to establish operational plans in conjunction with the City's Metro Police and SAPS to ensure that any incidents reported by security guards are dealt with in a swift and appropriate manner.

7.6 Surveillance using CCTV cameras

Numerous CCTV cameras will be installed by the Control Centre Contractor inside and on trunk Stations, at some feeder Stations, and along bus ways. These CCTV cameras will be for the purposes of monitoring safety of customers, fare evasion (see below) and monitoring bus operations. The feeds will be monitored in the IRT section of the Traffic Control Centre, where specially trained personnel will observe and react to incidents. In addition, a monitor will be installed in each cashier kiosk so that the cashier may select and observe live CCTV cameras in the specific Station.

The Station Services Contractor will be required to supply the personnel to perform the function of monitoring CCTV cameras in the Traffic Control Centre, to communicate with security staff on the ground, and to respond appropriately to any incident by calling for emergency reinforcements – i.e. City's Metro Police, SAPS, ambulance, fire, disaster management as appropriate and in accordance with an established emergency management plan.

7.7 Cashier and cash collection

The Station Services Contractor will have the responsibility for the money collected at Stations from ticket sales. The company is liable for any money lost or stolen and will ensure cash taken at Station kiosks are deposited into the PTE's bank account. Customer payments via vending machines are not at this stage envisaged to receive cash, but if so the Contractor will be required to also collect and deposit this cash.

The transfer of cash by the Contractor will be undertaken on a daily basis through the collection by cash-in-transit vehicles from each trunk Station where a cashier is located and the deposit of cash at the PTE's bank.

In addition, the Contractor will be responsible for collection and deposit of cash taken on feeder buses. The cash will be collected on a daily basis from feeder buses once these return to park in the depots after the end of daily scheduled operation.

Cash collected for the day at each cashier, vending machine and feeder bus will be counted, and the Fare System Contractor will reconcile the cash amount banked with the electronic transactions reflected at each of these points where the money is taken. The Station Services Contractor and the Fare Systems Contractor will jointly be required to account for any discrepancy and responsibility taken for shortfalls must be established.

7.8 Fraud and fare evasion

This function includes controlling fraud and fare evasion at Stations. Security staff of the Station Services Contractor will be required to be Stationed at access gates at trunk Stations to monitor fraud and fare evasion, and to take the necessary action if swipe devices that control opening of access gates do not operate due to power failure, system malfunction or breakage of parts. In this event the security personnel will undertake actions according to standard procedures, which may include using a hand-held verification machine, manually over-riding the access gate or some other action.

The security personnel will work in conjunction with the cashier, both whom will require special training by the Fare Systems Contractor so that procedures of fare collection and fare evasion respectively are undertaken competently.

7.9 Customer service and over-riding of automatic access gates

The Station Services company will be responsible for training cashiers and security staff as customer service agents at the Stations and providing a level of service that exceeds customer expectations.

Station services security staff present in trunk Stations and who perform the function of gate surveillance and control will also be required to perform basic customer services, directing customers to information on travel, directing them to the cashier or vending machines and informing them where complaints may be lodged.

In cases where it is necessary to over-ride automatic gates according to procedures set out by the Fare System Contractor, Station Services security staff will be able to manually allow access through the gates. This may be necessary in the case of an emergency or a malfunction of systems.

7.10 Communications system for repair and security reactions

The Fare System and Control Centre Contractors are responsible for procuring, installing, and maintaining the equipment in the Stations for fare collection, CCTV cameras and passenger information systems. The Station Services Contractor will be required to coordinate through the IRT Company with the Fare System Contractor and the Control Centre Contractor with regard to reporting of faults that require immediate maintenance and upkeep within and around Stations.

In addition, where an incident occurs at a Station or on a bus that requires police or any other emergency services to react, the Station Services personnel will be responsible to communicate these needs so that back-up reinforcements may be called up.

The Station Services staff will be equipped or have ready access to communications systems that will allow them to have immediate contact with a special operational call centre within the TMC through which all such calls will be routes and logged. The call centre staff will relay each call to the party that must react to emergencies or faults, and each call will be logged, and the incident tracked until a successful outcome.

The communication system will consist of Tetra radios, intercoms and devices and will be provided and maintained by the Control Centre Contractor. The call centre (including its hardware and software tracking systems) located in the TMC will likewise be installed and operationally manned by the Control Centre Contractor until taken over by the IRT Company staff.

7.11 Cleaning and minor maintenance

The Station Services Contractor will be responsible for the cleaning of trunk and feeder Stations. The functions of cleaning will be undertaken in terms of a cleaning schedule that forms part of the service level agreement, so that the highest standards of cleanliness are maintained on IRT facilities.

The Contractor will also be responsible for minor maintenance of the Stations, undertaking such functions as replacement of light bulbs and temporary repair of infrastructure necessary to allow for continuity of operation or securing the facility until proper repair is undertaken. Major maintenance, repair of major damage and rehabilitation will be the responsibility of the City.

7.12 Service level agreement, payment, incentives and penalties

Contract matters related to payment, incentives and penalties will be included in the tender/contract documents drawn up for tender purposes and subsequently on award of the contract when the agreement between the City and the Station Services Contractor is signed.

With regard to levels of service, schedules that set out the level of performance required of the Contractor for all functions performed will be developed and included in the contract agreement: i.e. the security, fare evasion, cashier, customer service and cleaning services. The performance/service level schedules will be used to measure the level of delivery that the Station Services Contractor has achieved for a monthly payment period, and incentives or penalties will be invoked as necessary.

The basis of remuneration of the Contractor will be:

- Staff cost recovery;
- Materials provision payments during the first two years;
- Training for two years;
- Management fee and profit mark-up on costs;
- Incentive payments based on passengers through turnstiles;
- Penalties based on fare evasion.

7.13 Initial takeover of Stations and securing of the assets

Once the Station Services Contractor has been awarded the contract and has recruited and trained sufficient staff, it will begin a process of phased acceptance of handover for occupation and management of Stations and other functions for which it is responsible. The schedule of take-over will be in accordance with a schedule contained in the contract, which will specify dates when the hand-over of such Stations will take place.

Stations will prior to hand-over to the Station Services Contractor be under the occupation and protection by either the City or by the Contractor responsible for constructing the Station, depending on timing of the top-structure contracts.

The hand-over procedure of each Station will include a full inventory and testing of functionality of the Station and equipment within the Station, after which all components of the Station will become the responsibility of the Station Services Contractor. In addition to managing operations at the Station and cleaning the Stations, the Contractor will be responsible for the protection of the Station assets and will insure all such assets under its responsibility.

7.14 Operations

The Station Services is primarily involved with the operation of various aspects of the IRT System, and must act in co-ordination with the IRT Entity other Contractors (Control Centre, Fare System, vehicle operating companies). The operational functions are Station management, cash handling and (for an initial 24-month period) manning of CCTV camera monitors in the TMC.

7.15 Station management

This involves ensuring that customers are freely able to acquire EMV cards, use these to access Stations and to assist customers with any information they seek to ensure a high-quality travel experience on the IRT System and the wider public transport system. Responsibilities must be properly organised so that specific persons are in control of Stations and sectors of operation, and that proper accountability for performance is in place to undertake functions.

7.16 Cash handling and deposits

This aspect of operations has been explained earlier. The Station Services Contractor will arrange its resources so that either it uses its own human resources and vehicles or the function is sub-contracted out or undertaken through a JV. In either case, the main Contractor is the responsible party for performance and delivery of the function.

7.17 Manning of CCTV and responding to incidents

For a period of 24 months (which under this component of the Station Services contract may in terms of the contract be extended or curtailed) the Station Services Contractor will perform the function of monitoring live CCTV camera feeds positioned in and on Stations and between Stations.

The primary functions of the monitoring by CCTV camera will be passenger security and fare evasion. Specific cameras will be positioned at card verification devices and access gates so that live feeds may be used to react to immediate situations and recorded footage may be used for evidence.

7.18 Management and human resources

The Station Services is primarily an organization that will provide human resources and management, and as such will be required to operate in terms of a proper operational plan. Procedures manuals, reporting and recording of events will be of significant importance to its success.

7.19 Reporting and liaison

The Station Services Contractor will be required to meet monthly with the City (or PTE) to report on performance and to redirect where intervention is required. This meeting may also be used for agreeing on the basis of the Contractor's monthly claim and should deal with incentives and penalties.

A structure will also be required to enable the Station Services Contractor to maintain constant liaison with the other Contractors forming the IRT System, for which a further structured set of meeting may be required in addition to establishing protocols and lines of communication. The co-ordination of the Contractors will be undertaken and maintained by the City (or PTE).

7.20 Station Services organisational requirements

The Station Services Contractor will be required to establish its organisational structure to enable it to undertake proper management, administration and delegation of responsibilities. At the minimum the Contractor will require a general manager and deputy manager/financial officer to undertake the management and financial administration of the contracted entity.

The Station Services Contractor will be provided with permanent offices and accommodation at depots owned by the City that will provide for its needs. These will include suitable office accommodation and staff and recreational facilities in a location acceptable to the City (or PTE).

7.21 Human resources

The organisation structure of Station Services Contractor for Phase 1A of the IRT System is envisaged to consist of a staff complement in total of approximately 680 persons, of which

- 20 will be management and administration,
- 370 security staff,
- 255 cashiers, and
- approx 45 staff involved in cleaning, litter control and landscaping.

7.22 Recruitment, training and phasing in programme

For the first twelve months of operation the Station Services Contractor will embark on an intensive process of recruiting and training staff to enable staff to perform their functions.

This process will be undertaken in phases, starting with resources required for Milestone 1 in XXXX 2011 and added resources for Milestone 2 in XXXX 2012. By XXXX 2013 when the full set of vehicles, Stations and routes constituting Phase 1A is programmed to commence, the Station Services Contractor will be required to operate under its full staff complement.

For the next 12 months after XXXX 2013 it is anticipated that further training will be required to enable all staff to obtain additional training and hone skills.

8. OPERATIONS SCHEDULES

8.1 Cleaning – Ops Schedules

DRAFT

CLEANING - TABLE 1						
	Route	Stations	Site Address	OPERATIONAL HOURS		
				Mon to Fri	Sat-Sun-P/Hday	AFTER HOURS CLEANING
	1			6h00 till 20h00	7H00 15H30	X
				6h00 till 20h00	7H00 15H30	
				6h00 till 20h00	7H00 15H30	
				6h00 till 20h00	7H00 15H30	
	2			6h00 till 20h00	7H00 15H30	X
				6h00 till 20h00	7H00 15H30	
				6h00 till 20h00	7H00 15H30	
				6h00 till 20h00	7H00 15H30	

Note: Contractors must make provision that they can clean at the hours stipulated in the Tender document

sample

SECURITY - TABLE 2						
	Route	Stations	Site Address	OPERATIONAL HOURS		
				Mon to Fri	Sat-Sun-P/Hday	??
	1			6h00 till 20h00	7H00 15H30	
				6h00 till 20h00	7H00 15H30	
				6h00 till 20h00	7H00 15H30	
				6h00 till 20h00	7H00 15H30	
	2			6h00 till 20h00	7H00 15H30	
				6h00 till 20h00	7H00 15H30	
				6h00 till 20h00	7H00 15H30	
				6h00 till 20h00	7H00 15H30	

CASHIERS - TABLE 3

	Route	Stations	Site Address	OPERATIONAL HOURS		
				Mon to Fri	Sat-Sun-P/Hday	
	1			6h00 till 20h00	7H00 15H30	
				6h00 till 20h00	7H00 15H30	
				6h00 till 20h00	7H00 15H30	
				6h00 till 20h00	7H00 15H30	
	2			6h00 till 20h00	7H00 15H30	
				6h00 till 20h00	7H00 15H30	
				6h00 till 20h00	7H00 15H30	
				6h00 till 20h00	7H00 15H30	

Table 4 - GRID REFERENCE FOR FACILITIES IN DIFFERENT REGIONS

sample

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24		
Region	Area	IRT Stations	Major Offices	Minor Offices	Boardrooms	Service Rooms	Abiution Facilities	Showers Facilities	Taxi Ranks	Taxi Holding Areas	Bus Ranks	Bus Holding Areas	Wash Bay Areas	Parking Areas	Trading Areas	Meat Trading Area	Kiosks	Access / Exit Roads	Landscaping & Trees	Drains	Subways	Elevators (Lifts)	Kitchen Fcailities	Bin Storage	
Central Region	1	Station Deck	1	1	1	3	4		1	1			1	1	yes			Yes		Yes			3	1	
		Koeberg		1	1	1	2		1	1	1		1					Yes		Yes			1	1	
		Maitland		1	1	2	2		1	1			1	1	Yes			Yes	Yes	Yes					1
		Elsies River	1	1	1	1	4		1	1	1	1	1	1	Yes			Yes	Yes	Yes	2		1		
	2	Potsdam	2	1	1	2	2		1	1	1	1	1	1	Yes		4	Yes		Yes			1		
		Du Noon																		Yes					
		Atlantis		2	1	2	2		1	1			1	1	Yes		1	Yes		Yes					1
		Parow		1		2	2		1	1	1	1	1	1	Yes			Yes	Yes	Yes	1				1

Table 5

REF NO.	ELEMENT	DESCRIPTION
1	Region	Referring to the region in which the site is located.
	Area	Referring to the one of two groups of IRT STATIONS' sites within a region.
2	IRT Stations	Referring to the site at which cleaning services are required.
3	Major Offices	Referring to main offices occupied by management of the site.
4	Minor Offices	Referring to all leased offices
5	Boardrooms	Referring to all rooms used for the purposes of meetings, conferences and workshops.
6	Service Rooms	All areas used to house cleaners and or security.
7	Ablution Facilities	Referring to all toilet facilities on the site. This includes facilities linked to major and minor offices as well as all public ablution facilities
8	Showers	Referring to all shower facilities on the site. This includes showers linked to major and minor offices as well as all public shower facilities
9	Taxi Ranks	Referring to all lanes from which taxi operations take place.
10	Taxi Holding Areas	Referring to all areas that are used to park vehicles when not in operation
11	Bus Rank	Referring to all lanes from which bus operations take place.
12	Bus Holding Areas	Referring to all areas that are used to park buses when not in operation
13	Wash Bay Areas	Areas used for the washing of mini-bus taxi vehicles
14	Parking Areas	All areas that are used for the purpose of parking vehicles. This includes Park-and-Ride facilities. Includes public and private parking.
15	Trading Areas	All areas that have been specifically allocated to be used for the purposes of trading of goods and services.
16	Meat Trading Areas	Areas that have specifically been allocated for the purposes of trading meat and poultry. This includes Braai areas.
17	Kiosks	Buildings that are used for the purposes of trading goods and services
18	Access / Exit Roads/ Pedestrian Walkways	All roads located on the site. This includes secondary roads leading to the site as well as all pedestrian walkways. All roads that allow access and egress to the site up to and including all the boundaries of a site.
19	Landscaping/Trees	All grass patches, flowerbeds, trees and shrubbery (caged and non caged), rockeries located within the boundaries of the site.
20	Drains	Referring to all stormwater grids, grids, catchpits, gulleys, etc.
21	Subways	All subway areas located on the site. Linking street to street, with no access to Metrorail platforms.
22	Elevators (Lifts)	All areas that are used for the purposes of hoisting one to a different level of a building with more than one floor. Usually used by wheelchair bound persons for which access to another level by stairs is restricted.
23	Kitchen Facilities	All areas used for the purposes of food preparation.
24	Bin Storage	Areas used for the purposes of storage of refuse bins and rubble for removal by solid waste.
25	Site Boundaries	Boundaries can be physical (ie fences, roads, upgraded areas, pavements, cobbled areas, bollards etc.) or as determined by the extent of the erven on which the site is located.

8.2 Cashiers – Ops Schedules
DRAFT

<i>Cashiers – Operations Schedule</i>	<i>- TABLE 1</i>
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<i>SECURITY</i>	<i>- TABLE 1</i>
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9. SPECIFICATIONS : *CLEANING SERVICES*

SPECIFICATIONS FOR FUNCTIONS AND RESPONSIBILITIES OF THE STATION SERVICES CONTRACTOR

Unless specifically stated otherwise, the clauses below will apply to all the IRT Stations specified under this tender.

It will be **incumbent on the Tenderer** to obtain:

- Information on which areas require cleaning during office hours under supervision and which areas are specially excluded from the tender.
- Any additional information that may be required in order to efficiently perform the cleaning services is hereby tendered for.

9.1 Management of cleaning operations on IRT Stations

The successful tenderer will ensure that the main areas (as per Table 4) of the IRT STATIONS-facility is constantly maintained to an acceptable cleaning standards as per the cleaning schedule.

The successful tenderer will be expected to open the toilets at the specified opening time, ensure that the toilets are hygienically clean at all times, ensure that the necessary cleaning materials are available at all times and that the toilets are continuously manned during the specified open hours.

The above will be implemented by ensuring the following:-

- 9.1.1 Keep the facilities in a clean, neat, serviceable condition at all times.
- 9.1.2 Make the ablution facilities available for public use from the designated opening time until designated closing time on the days specified for the duration of the tender.
- 9.1.3 Ensure that the facility is secured and locked when not in use.
- 9.1.4 Control access to the facility to prevent overcrowding.
- 9.1.5 Report all defective toilets, blockages, cases of vandalism and (where possible) names of vandals at the earliest possible opportunity to the Superintendent.
- 9.1.6 Prepare and submit a monthly report.
- 9.1.7 Provide toilet paper and cleaning material and equipment as required.
- 9.1.8 Ensure that all taps in the facility are switched off when not in use.
- 9.1.9 Staff employed at the facility are to be dressed in suitable, easily identifiable protective clothing.
- 9.1.10 Staff to receive basic training on the operation of the cisterns and other flushing systems that are in use in the toilets. This should enable them to report problems in a time saving manner.

9.2 Provision of Services

- 9.2.1 The CONTRACTOR acknowledges that it is the COUNCIL'S intention to use his or her services for the duration of this contract. The COUNCIL shall in its sole discretion allocate Sites to the CONTRACTOR. The COUNCIL therefore reserves the right to add or remove Sites from the CONTRACT.
- 9.2.2 When the need arises, the COUNCIL shall give written notice to the CONTRACTOR to provide services at a Site. This notice shall inter alia normally state the duration for which services are to be rendered at a Site.
- 9.2.3 The minimum number of staff at each IRT Stations will depend on the area to be cleaned. It is recommended that the Contracts Manager and the Supervisory be appointed from the Principal Contractor but that the cleaning staff be selected from suitably experienced labour from the area in the vicinity of the IRT Stations.

9.3 Supervision

- 9.3.1 Immediately upon award of this contract, the parties shall be required for the purposes of liaison, supervision and decision-making to respectively appoint a representative for the purposes of this Contract.
- 9.3.2 It is recorded that the COUNCIL'S REPRESENTATIVE for the purposes of this Contract is Mr (or designated representative), who shall have the necessary delegated authority from the COUNCIL to make decisions and/or to issue lawful instructions arising out of the terms and conditions of this Contract.
- 9.3.3 The COUNCIL'S REPRESENTATIVE may delegate to any deputy or other person, any of his powers and/or functions under this contract and, on receiving notice in writing of such delegation, the CONTRACTOR shall recognize and obey the person to whom any such powers and/or functions have been delegated as if he/she was the COUNCIL'S REPRESENTATIVE.
- 9.3.4 The Contract Manager shall have full power and authority to act on behalf of the Contractor. In addition the Contract Manager must be competent and responsible, and have adequate experience in carrying out the Cleaning services and shall exercise personal supervision on behalf of the CONTRACTOR.
- 9.3.5 The Contract Manager may delegate to any deputy or other person, his powers and/or functions under this contract, subject to him/her having prior written notice to the COUNCIL of such delegation.
- 9.3.6 It is incumbent on the Contractor to identify the following personnel who will be responsible for supervision on the different sites: (i) at least one (1) x Team Leader per site, at least one (1) x Supervisor per group of sites or Area. The Council's Representative must be notified in writing of these personnel.
- 9.3.7 The Contract Manager and Supervisors must be contactable at all times and must be in possession of their own cell phones provided by the Contractor.
- 9.3.8 The COUNCIL'S REPRESENTATIVE or delegated authority will be contactable at all times.
- 9.3.9 The Contract's Manager and Supervisors shall be responsible for the supervision and management of the CONTRACTORS' personnel.

9.4 Duties of the Contractor

- 9.4.1 The Contractor shall render the cleaning services at sites in a professional manner and strictly in accordance with the terms and conditions of the contract.
- 9.4.2 The Contractor shall ensure that all personnel provided in terms of this contract shall :-
- 9.4.2.1 be in a physically and mentally fit condition for employment in a public environment;
- 9.4.2.2 report timeously for duty;
- 9.4.2.3 ensure that personnel placed at the site completes an attendance register on a daily basis, at the start and finishing times. All attendance registers to be co-signed and verified by the Council's site manager daily. Completed registers to be forwarded to the Council's site manager by the Contractor by every Monday of the week.
- 9.4.2.4 report any and all maintenance defects or breakdowns encountered during the course of their duties to the COUNCIL REPRESENTATIVE immediately;
- 9.4.2.5 not be under the influence of intoxicating liquor and/or any drugs for the duration of his/her duty;
- 9.4.2.6 not sleep while to be on duty;
- 9.4.3 The Cleaning services rendered by the personnel provided by the CONTRACTOR shall be rendered under competent supervision by the CONTRACTOR.

9.5 Requirements Pertaining to Cleaning Personnel

- 9.5.1 It is a requirement of this contract that every person deployed by the Contractor in response to a council order for services should be able to meaningfully communicate clearly with Council Personnel and the public in at least one official language of the Western Cape (Afrikaans /Xhosa/ English).
- 9.5.2 Only South African Citizens with permanent residence may be employed on Council Sites. When called upon to do so, the Contractor will produce proof of his employees' citizenship and permanent residence.

9.6. Continuity / Stability and Changes to the Workforce on the Site

9.6.1 Contractor must see to it that any staff members absent is substituted immediately, However, to ensure a level of consistency in the service provision at a site, any changes of the cleaning personnel on sites should as far as possible be discussed with the Council Representative in charge of the premises.

The Contractor shall ensure as far as is reasonably possible that any changes in cleaning personnel on a site are only due to the resignation or vacation or sick leave of the personnel or the Council invoking the provisions of clause 7.

This does not preclude any agreed rotation in a manner that is intended to minimise possible development of criminal collusion, where occasional changes may be required by Council Management, but rather aims to achieve a service that is suitable to each specific site to the satisfaction of Council's responsible site manager. Any intention on the part of the Contractor to introduce new personnel to a site must be communicated to the Council's Site Manager, which communication must include the names of the new entrants.

9.6.2 Should the personnel of the CONTRACTOR embark on any industrial action, the Contractor shall provide alternative personnel to fulfil the Contractor's obligation in terms of the Contract.

9.7 Removal Of Cleaning Personnel

In the event of the Council being dissatisfied with any of the personnel provided by the Contractor in terms of this contract, the Council shall notify the Contractor in writing thereof. The Contractor shall forthwith provide an equally qualified and trained substitute. The Council shall furnish reasons for its dissatisfaction to the Contractor and the parties shall keep these reasons confidential between themselves.

9.8 Discipline Of Cleaning Personnel

A breach of discipline, failure to comply with any disciplinary measure or any dereliction of duty on the part of cleaning personnel provided by the Contractor in terms of this contract shall be dealt with by disciplinary processes of the Contractor without delay. The Council shall notify the Contractor of any such breach, failure or dereliction, which, in its opinion merits the intervention of such disciplinary processes and undertakes to assist in any disciplinary proceedings taken. The Contractor shall include in its Site Performance Report the outcome of any disciplinary proceedings, which have been instituted against any staff member, provided by the Contractor in terms of this Contract.

9.9 Housing Of Contractor's Employees

Should the Council at any time during the duration of this contract make housing of Cleaning Personnel available to the Contractor, the Contractor shall, at its own cost maintain and keep such accommodation during the duration of this contract in a clean, tidy and sanitary condition and shall at the termination of this Contract for whatsoever reason, reinstate any such accommodation to the same condition in which it was when handed to the Contractor, fair wear and tear excepted.

9.10 Instructions To The Contractor

All verbal instructions to the Contractor shall as soon as possible after such instructions has been made be confirmed in writing by the Council.

9.11 Reporting

9.11.1 The Contractor must deliver a Site Performance Report for each site to the applicable Council Representative by no later than the 5th day of each and every month.

9.11.2 The report will include:

9.11.2.1 Cleaning Roster for the new month

9.11.2.2 Outcome of any disciplinary proceedings with personnel

9.11.2.3 Any maintenance defects and breakdowns, who and when it was reported to and the current status of the item.

9.11.2.4 Any matter which the Contractor wishes to draw to the attention of the Council.

9.12 Site Orders

- 9.12.1 After the award of the contract, the Contractor in consultation with the Council's Representatives shall provide in writing **Site Specific Orders** as per the contract requirements for each and every Site. **(Within fourteen days from commencement of duties. This timeframe must be strictly adhered to.)**
- 9.12.2 Site orders must be accessible and available on site at all times.
- 9.12.3 These site orders shall inter alia deal with the following issues :
- 9.12.3.1 The duration for which cleaning services are to be rendered on a site as well as the notice period which must be given by the parties to terminate the service on a site.
 - 9.12.3.2 The Number of cleaning personnel required on site.
 - 9.12.3.3 Key Performance Indicator's (KPI's)
 - 9.12.3.4 Uniform and dress standards
 - 9.12.3.5 General duties
 - 9.12.3.6 Required Documentation : Cleaning Rosters, Attendance Registers, Duty Rosters and any other necessary documentation.
 - 9.12.3.7 Mandatory Meetings
 - 9.12.3.8 Time for reporting for duties
- 9.12.4 Any signed Site Orders shall be deemed to be part of the Contract.
- 9.12.5 The Council may in cases of exceptional circumstances and/or emergency request the Contractor to render assistance which falls outside of the terms and conditions of the Site Orders of the Contract.
- 9.12.6 The Contractor shall ensure that every staff member understands and complies with the Site Orders.
- 9.12.7 Personnel are not to leave the site during the shift without being relieved or authorised to leave by the supervisor / team leader.
- 9.12.8 Personnel are at all times to be identifiable in full company uniform.
- 9.12.9 Personnel will remain alert and observant throughout the shift.

9.13 Breach

- 9.13.1 The Contractor shall immediately on notification remedy any breach of the Contract and/or Site Order.
- 9.13.2 Should it appear that the Contractor is not executing the contract to the satisfaction of the Council's representative or non conformance to any of the Key Performance Indicators as listed on Table 6 , notice shall be given to the Contractor to make good such failure or default in a period to be determined by the Council's representative. In the event of the Contractor failing to make good such default within the specified period, the Council reserves the right to deduct 5% of the monthly payment due to the Contractor for the month in which the default occurred. Repeated defaults on one or more of the KPI's listed or failure to remedy a default within two consecutive months will be considered a breach of contract and will result in termination of the contract.

9.14 Meeting of the Parties

- 9.14.1 It is agreed that the Council Representative and the Contractors Manager must meet on a weekly **basis to deal with any issue arising out of the terms and conditions of this contract as well as to discuss the Site Cleaning Report** furnished by the Contractor on a monthly basis.
- 9.14.2 The DESIGNATED MANAGER of the CONTRACTOR shall be required to be available for :
- a) Regular mandatory site meetings with the site manager (weekly).
 - b) Ad-hoc Performance Meetings (monthly).
 - c) Emergency/Ad-hoc meetings to address unforeseen matters that need urgent attention.
- 9.14.3 The Council will take responsibility for taking the minutes at these meetings.

9.15 General Conditions For Cleaning Services

- 9.15.1 The Contractor may use water and electricity required for the work at no charge, from existing supply points at the relevant IRT Stations Facility if and where available. (Fire Hoses and Reels are not to be used for the purposes of cleaning.)
- 9.15.2 The Contractor shall ensure that all office space is cleaned during **operational hours** of each **“Public Transport Facility “**
- 9.15.3 All common areas such as lift foyers, lifts, landings, walkways, staircases, stairwells must be cleaned, swept thoroughly scrubbed and cleaned with automatic scrubbing machines.
- 9.15.4 Offices must be cleaned in the mornings. All refuse bins emptied and cleaned; all surfaces dusted, floors vacuumed and window frames cleaned.
- 9.15.5 All Ablution Facilities must be serviced throughout the day and toilet paper, paper hand towels and soap replenished continuously.
- 9.15.6 Deep-cleaning of toilets and the removal of human excretion in the area around the toilet block must be done each day before, after and during the IRT Stations’s Operational hours.
- 9.15.7 Toilets in all designated offices must be deep-cleaned during office hours each day and must commence not later than 07:00.
- 9.15.8 Steam-cleaning must be done after hours or whenever required. This will be done in conjunction with the IRT Stations Manager.
- 9.15.9 Parking , paved, cobbled, trading, taxi and bus shelter areas must be cleaned, scrubbed and or degreased as and when required.
- 9.15.10 No after-hour access will be allowed in the IRT Stations Manager’s Office and other offices. All cleaning, deep-cleaning and steam-cleaning must therefore be done during the IRT Stations operational hours.
- 9.15.11 General weeding must be done as and when required.
- 9.15.12 Landscaped areas located within the boundaries of the site to be cleared of all windblown rubbish and dirt.
- 9.15.13 General cleaning of drains and regular deep cleaning to be maintained to avoid blockages.
- 9.15.14 Whilst all lifts, lift foyers, gardens, staircases, stairwells, common areas, walkways, surfaces, frames, etc. must be kept clean and monitored at all times deep-cleaning and steam-cleaning of these common areas must be done after operational hours of each particular Public Transport Interchange Facility.
- 9.15.15 The Window Cleaning (including frames and ledges) is confined to the internal and external surfaces of all glazed installations of the IRT Stations’s buildings (including toilets). (Please Note – to clean windows at some facilities the use of scaffolding may be required. All the necessary safety precautions must be adhered to.)
- 9.15.16 Cleaning of the IRT Stations (See Table 4) which includes inter alia,
- 9.15.16.1 Major and minor offices,
 - 9.15.16.2 Board and conference rooms,
 - 9.15.16.3 Ceiling fans and light fittings,
 - 9.15.16.4 Service rooms,
 - 9.15.16.5 Ablution facilities,
 - 9.15.16.6 Shower facilities,
 - 9.15.16.7 Taxi ranks, taxi holding areas,
 - 9.15.16.8 Bus ranks, bus holding areas,
 - 9.15.16.9 Wash Bay Areas,
 - 9.15.16.10 Parking Areas,
 - 9.15.16.11 Trading Areas,
 - 9.15.16.12 Kiosks,
 - 9.15.16.13 Access and Exit Roads,
 - 9.15.16.14 Landscaping and trees, grass patches, flowerbeds, trees, shrubbery and rockeries,
 - 9.15.16.15 Drains,
 - 9.15.16.16 Elevator(lifts),
 - 9.15.16.17 Subways,
 - 9.15.16.18 Kitchen facilities,
 - 9.15.16.19 Bin storage areas,
 - 9.15.16.20 Pedestrian walkways, and where applicable

- 9.15.16.21 Statues, paintings, pictures and window frames and all internal surfaces of all windows is required
- 9.15.17 The Contractor shall undertake to clean and maintain all Buildings in a clean condition acceptable to the IRT Stations Manager, in accordance with the attached cleaning schedule as well as the Site Cleaning Order which will be agreed upon by both parties before the commencement of the contract.
- 9.15.18 Except where otherwise specified or required, all the cleaning services will be undertaken at times to be negotiated between the City of Cape Town's Representative and the Contractor.
Cleaning times may vary as per the operational requirements per IRT Stations.
- 9.15.19 The Contractors will be expected to provide all equipment and materials, needed to effectively clean the facilities which may include industrial type vacuum cleaners, industrial auto scrubbers, industrial multi speed burnishers, Hose Pipes industrial machine sweepers, mops, brooms, buckets, janitor trolleys, ladders, industrial carpet cleaners, industrial cleaning chemicals (SABS approved), protective clothing, including face masks and gloves, etc. together with all other materials and equipment necessary for the full and proper execution of the work conformable with the cleaning specifications. The Contractor will provide proof of ownership of the above prior the commencement of the works.
- 9.15.20 The Council shall provide suitable storage facilities, where available, for all equipment and materials. These facilities are subject to inspection and must be kept clean by the Contractor at all times. If no storage facilities are available on the site the Contractor must make its own storage arrangements, bearing in mind that such facilities must be easily within reach of the sites allocated to the Contractor.
- 9.15.21 All entrances (inside and outside) of office and other buildings at the IRT Stations must be kept clean at all times and monitored continuously.
- 9.15.22 All areas where there is heavy pedestrian traffic (areas such as walkways, sidewalks and taxi and bus shelters) must be continuously monitored and kept clean at all times.
- 9.15.23 The Contractor shall ensure that all fire protective doors, fitted to certain areas, and are closed after cleaning.
- 9.15.24 The Contractor shall ensure that the cleaning materials and methods used are not abrasive or detrimental in any way to the surfaces concerned.
- 9.15.25 The Contractor shall be responsible for the supply of all toilet paper (in accordance with SABS 648 and white in colour) hand soap and paper towels. It shall be the responsibility of the Contractor to ensure the continuous distribution of these items to all Ablution Facilities and the IRT Stations Manager's office.
- 9.15.26 All cleaning staff must be suitably dressed whilst at the IRT Stations, such clothing to be supplied by the Contractor at his/her own expense and to bear the identity of the latter.
- 9.15.27 The Contractor shall provide strict supervision to ensure efficient cleaning services at all times and the orderly and proper conduct of its employees.
- 9.15.28 The Contractor shall ensure as far as possible that only female staff is used for the Cleaning of female toilets and male staff is used for the cleaning of male toilets.
- 9.15.29 The Contractor's staff must conform to the Council's security requirements and laid down arrangements for access and exit from the IRT Stations facility.
- 9.15.30 The Contractor must issue all cleaning staff with identity cards to be supplied by the Contractor at his/her own cost. The identity cards must be worn by the cleaner whilst on duty on the site.
- 9.15.31 The Contractor shall indemnify the Council in respect of any liability, loss, claim or proceedings whatsoever to any persons or property due to any act or neglect by the Contractor or his servants and for any death, injury or damage whatsoever arising out of or in the course of or by reason of the execution of the work.
- 9.15.32 The Contractor shall provide all necessary insurances to the satisfaction of the Council to cover all risks which may arise out of this Contract.
- 9.15.33 The Contractor must arrange to meet once a week with the Council's Representative to discuss and to do spot checks of the cleaning of the building. This meeting is compulsory.
- 9.15.34 The cleaning of interior of external windows must be undertaken at least once every two months and must coincide with the external cleaning.

- 9.15.35 The Contractor shall ensure that the Cleaning staff removes all refuse to the designated refuse area and refuse pick up points. This area is to be kept clean at all times.
- 9.15.36 The Contractor shall provide Council with an end of month return indication the number of supervisory and other cleaning staff in his employment and may not sub-contract any part of the contract without permission of the Council.
- 9.15.37 The Contractor may be required to perform additional services on an ad-hoc basis. Agreement of the costs and remuneration for the provision of these additional services will be subject to future negotiation.
- 9.15.38 The Contractor to ensure that all necessary safety signage is displayed during the course of duty.
- 9.15.39 Any damage to flooring, tiling, walls, fittings, paving, windows etc, which is found to be due to the negligence of the Contractor must immediately be reinstated at the Contractor's cost.

9.16. Special Conditions For Cleaning Services

9.16.1 The following important information must be noted:

- 9.16.1.1 The guaranteed minimum monthly salary of R _____ Rand) or the minimum gazetted wage, whichever is the higher amount, must be paid to staff.
- 9.16.1.2 The information pertaining to the minimum number of staff required as per the Schedule of Staff attached must be adhered to.
- 9.16.1.3 The Contractor must provide all equipment and material including industrial polishers and vacuum cleaners and other machines required to execute the contract.

9.17 Key Performance Indicators (KPI's) : Cleaning Schedule

Treatment of surfaces

All floors whether resilient, terrazzo, concrete, granolithic or wood shall receive treatment by the Contractor to maintain the floors in a condition acceptable to the Council Representative.

Table 6

ITEM	DESCRIPTION	FREQUENCY
RESILIENT AND TERRAZZO FLOORS		
1	Sweep entire floor area	Daily
2	Machine buff and polish	Daily
3	Strip polish, reseal with A B sealer machine, buff and polish pedestrian concourse, podium foyers and mezzanine floors	6 monthly
OTHER FLOORS EXCEPT THOSE IN PARKING AREA		
4	Sweep entire floor area including court yards	Daily
5	Damp mop and machine buff	Daily
6	Machine scrub	Daily
PARKING AREAS , ROAD SURFACES , WALKWAYS AND PAVED AREAS		
7	Sweep brick paved areas, sidewalks and road ways, keep litter free	Daily
8	Remove oil stains with degreaser from paved and road areas ; extensive clean	Weekly
9	Sweep along the road channel	Daily
10	Remove all paper, leaves and unwanted material from gulleys, stormwater grits and in front of catchpits	Daily
11	Remove all posters	Daily
12	Hose down and disinfect paved areas	Weekly

ITEM	DESCRIBTION STATIONSON	FREQUENCY
	CARPETING	
13	Vacuum cleaning	Daily
14	Spot clean soil marks	Daily
15	Remove chewing gum	Daily
16	Shampoo and steam clean	6 monthly
	WASTE DISPOSAL	
17	Empty and clean all ashtrays	Daily
18	Empty and clean all waste paper baskets and receptacles	Daily
19	Remove all waste to specified area for disposal	Daily
20	Flatten all cardboard	Daily
21	Line all bins with bin liners	Daily
	DUSTING AND CLEANING	
22	Dust and clean all desks and other horizontal surfaces (low level) and cabinets	Daily
23	Dust and clean diffusers	Monthly
24	Dust and clean all wall surfaces	Monthly
25	Clean and disinfect all telephones	Monthly
26	Clean all blinds where applicable	Quarterly
27	Clean all ceiling fans and standing fans	Weekly
28	Clean and dust all hanging light fittings	Weekly
29	Dust and clean window sills	Daily
	WALLS AND PAINTWORK IN FOYERS	
30	Clean all surfaces	Quarterly
	GLASS AND METAL WORK	
31	Clean all glass doors	Daily
32	Clean all partition glass other than specified	Quarterly
33	Clean all bright metal fittings	Weekly
34	Clean exterior faces of all external windows including mullions and tinted armour plate glass	Quarterly
35	Clean interior faces of all external windows	Quarterly
	FOYERS AND ENTRANCES (INTERNAL AND EXTERNAL)	
36	Sweep all entrance steps	Daily
37	Wash steps and entry lobbies , keep foyers , entrances and concourse free of litter	Continuously
	LIFTS	
38	Completely clean interior of all lifts including indicator boards and door tracks	Daily
39	Clean exterior doors of all lifts	Weekly
	STAIRS AND LANDINGS	
40	Clean hand rails and fittings according to finish	Daily
41	Clean landings, treads, and risers according to finish	Continuously
42	Clean fire escapes / stairwells	Continuously
43	Remove spots and stains	Continuously

ITEM	DESCRIBTION	FREQUENCY
TOILETS AND WASHROOMS / SHOWERS AND CHANGEROOMS		
44	Empty and clean waste receptacles	Daily
45	Line all waste receptacles with bin liners	Daily
46	Clean and sanitize all bowls, seats, basins, urinals	Daily
47	Clean all mirrors	Daily
48	Clean and polish fittings according to finish	Daily
49	Clean, mop and sanitize walls, door partitions and glazed or ceramic tiles	Weekly
50	Clean and disinfect with approved fungicide	Daily
51	Replenish toilet paper in toilets	Continuously
52	Replenish hand soap and hand towels	Continuously
53	Maintain toilets in a clean condition during working hours	Continuously
54	Clean and disinfect drains	Daily
55	Clean directional boards	Weekly
56	Clean air conditioning diffusers on all floors, 1 st floor and basement	Quarterly
57	Statues	Monthly
58	Internal frames of external windows	Weekly
59	Frames of all partitioning including glass partitioning	Weekly
60	All picture frames	Weekly
61	Clean air conditioning diffusers	Monthly
62	Wash and disinfect doors and handles	Weekly
63	Wash and disinfect doors and cubicle panels	Weekly
OFFICES AND BOARDROOMS		
64	Polish wooden desks, furniture, doors and panelling	Daily
65	Clean and dust all electrical equipment i.e computers, fax machines, printers, white boards, scanners, copiers, etc.	Daily
66	Wash vinyl covered furniture	Monthly
67	Polish desk tops and wooden furniture	Weekly
68	Polish wooden doors and panelling	Daily
CHAIRS		
69	Clean and dust all chairs	Daily
70	Wash down plastic and vinyl covered chairs	Monthly
SERVICE ROOMS		
71	Clean and Dust all furniture, tables and chairs.	Daily
72	Sweep floors	Daily
FOODCOURT (where applicable)		
73	Clear tables, wash down tables and chairs Keep neat and tidy	Continuously
TRADING AREAS AND WALLS		
74	Remove graffiti off walls	Daily
75	Keep trading area clean	Daily
76	Remove all litter	Daily

ITEM	DESCRIBTION	FREQUENCY
77	Hose and disinfect paved or cobbled trading area	Nightly
78	Clean and disinfect drains	Daily
MEAT TRADING AREA		
80	Remove all litter	Daily
81	Hose down and disinfect	Daily
82	Keep trading area clean	Daily
83	Deep clean and degrease	Weekly
84	Clean and Disinfect drains to prevent grease build up	Weekly
WASH BAY AREAS		
85	Hose down and remove all soap scum and dirty water	Nightly
86	Keep area clean and tidy	Daily
87	Remove all litter	Daily
88	Clean and disinfect drains	Daily
89	Degrease area	Monthly
BUS AND TAXI RANKS / BUS AND TAXI LOADING AREAS		
90	Spot clean the trading, taxi and bus loading areas. Remove oil stains with degreaser	Early morning, Weekly
91	Remove oil stains with degreaser from paved and road areas between lanes; extensive clean.	Monthly
92	Empty and clean waste receptacles	Daily
93	Line all waste receptacles with bin liners	Daily
94	Hose and disinfect holding areas	Daily
95	Clean and Disinfect drains	Daily
KIOSKS		
96	Keep exterior clean and tidy	
97	Remove all litter	
GARDEN AREAS/LANDSCAPING AND TREES		
98	The garden areas excluded from the cleaning service (except if there are noticeable rubble, papers, cigarettes butts, etc. lying around). In this case the Contractor shall remove rubble, papers and cigarettes butts lying around.	Daily
DRAINS		
99	Cleared of rubbish and litter	Daily
100	Hosed and disinfected	Weekly
101	Deep cleaned and degreased	Monthly
ACCESS/EXIT ROADS,PAVED AREAS		
102	Entrance and access roads to be swept	Daily
103	Hose down	Weekly
KITCHEN FACILITIES		
104	Clean all counter tops and cupboards	Daily
105	Clean all appliances	Weekly
SUBWAYS		
106	Keep clean and tidy	Daily
107	Remove all litter and rubbish	Daily

ITEM	DESCRIBTION	FREQUENCY
108	Hosed and Disinfected	Continuously
	BIN STORAGE	
109	Keep Area clean and tidy	Daily
110	Remove all bins to the designated refuse pick up points	With every refuse removal
111	Hose and disinfect bins	After every refuse removal
112	Hose and disinfect bin storage area	Weekly

INTERPRETATIONS OF THE KEY WORDS USED IN THE 64 SPECIFICATIONS OF THE CLEANING SCHEDULE

Table 7

No – cleaning schedule	Keywords	Interpretations
14	Spot clean	Remove with a suitable chemical cleaner
15	Spot clean	Remove chewing gum with a recognised aerosol air freeze substance
16 & 41	Clean	Wipe with a clean wet cloth and wash out as necessary
17	Clean	Wipe with a clean cloth using universal cleaner on spots and marks
18	Clean	See spec no. 17
19	Clean	See spec no. 17
22	Clean	Wipe with a clean damp cloth using disinfectant solution
23	Clean	Dust and remove dirty marks
24	Clean	Dust and remove noticeable marks
31, 32, 47	Clean	Wipe down with a clean cloth and commercial glass cleaner
31, 47	Clean	Wipe marks with a clean cloth using non abrasive universal cleaner
34	Wash	Wet scrub (by hand)
35	Completely clean	Stainless steel – Wipe down with clean cloth and universal cleaner Glass mirrors – Wipe with a clean cloth and commercial glass cleaner Floors – Sweep, hand scrub and buff
38	Clean	Wipe with a clean cloth using universal cleaner
40, 41	Clean	Sweep, remove gathered dust and mop
46	Clean and sanitize	Bowls – brush scrub / flush with commercial toilet bowl cleaner Basin – wipe with wet cloth and commercial ceramic finish cleaner and rinse Urinals – as for bowls Seats – top and under surface as for bowls Add sanitizer to bowls and urinals afterwards and wipe basins with sanitizer
49	Clean and sanitize	Wipe down with a clean damp cloth using commercial sanitizer / cleaner
49	Clean and sanitize	Wipe with a clean wet mop using cleaner / sanitizer solution and squeegee thereafter Machine scrub weekly
49	Clean and disinfect	Wipe with commercial tile cleaner , rinse off and spray or wipe off with fungicide solution Floor – wipe with a clean wet mop using a cleaning solution and

No – cleaning schedule	Keywords	Interpretations
		squeegee thereafter Remove litter , dust and wipe marks with a clean cloth and universal cleaner
52	Maintain clean condition	Floors – sweep as necessary , wipe with a clean damp mop using sanitizer solution Bowls and urinals – crush as necessary, flush , add sanitizer Basins – wipe with clean wet cloth using cleaner / sanitizer solution Walls, mirrors etc. – wipe with clean wet cloth as necessary

10. SPECIFICATIONS : CASHIERS SERVICES

SPECIFICATIONS FOR FUNCTIONS AND RESPONSIBILITIES OF THE STATION SERVICES CONTRACTOR

Unless specifically stated otherwise, the clauses below will apply to the Cashiers and Cashier Kiosks at all the IRT Stations specified under this tender.

It will be **incumbent on the Tenderer** to obtain:

- Information on
- Any additional information that may be required in order to efficiently perform the services tendered for.

10.1 Management of Cashiers and Kiosks on IRT Stations

11. SPECIFICATIONS : *SECURITY SERVICES*

SPECIFICATIONS FOR FUNCTIONS AND RESPONSIBILITIES OF THE STATION SERVICES CONTRACTOR

Unless specifically stated otherwise, the clauses below will apply to the Security element at all the IRT Stations as specified under this tender.

It will be **incumbent on the Tenderer** to obtain:

- Information on
- Any additional information that may be required in order to efficiently perform the services tendered for.

11.1 Management of Security Services on IRT Stations

12. INSTRUCTION TO TENDERERS

NOTE: IT IS VERY IMPORTANT THAT ALL TENDER CONDITIONS ARE STRICTLY ADHERED TO. 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, accelRT Stationsng 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 adolRT Stationson 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 descriIRT Stationson, in the officially marked **Tender box number 9 the Tender Office, 5th Floor, Civic Centre, 12 Hertzog Boulevard, Cape Town** not later that **10:00** on **13 August 2009**. 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 it may deem necessary.
10. The Council will not be held responsible for any expenses incurred by the Tenderer in preparing and submitting Tenders.

11. Tenderers must be registered with the Council in order to become an accredited supplier to Council and quote the registration number on the cover page of the Tender document. Tenders/Contractors (including suppliers and service providers) who are **not registered and verified** on the Western Cape Supplier Database are not precluded from submitting Tenders, but must be registered and verified before the closing date in order to qualify for preference points.

Tenderers are required to complete registration forms for the **Western Cape Suppliers Database Forms** may collect from the 5th Floor, Tender Board Office, Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel No. (021) 400-2405) or from the Tradeworld Offices (Tel No. (021) 680 4666).

The Council will verify the HDI percentage claimed by the Tenderer against that given by the Western Cape Supplier database. If any discrepancy exists, the Council shall use the percentage given on the Western Cape Supplier Database.

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 initial period of the contract shall be from implementation until 30 June 2011. The Council reserves the right to extend the contract for a further period than stated, subject to agreement in writing by both parties.
17. The Council's Representative for the purpose of this Tender shall be:

XXXXXXXX

18. PLEASE NOTE -- EXTRACTS FROM THE CITY'S SUPPLY CHAIN MANAGEMENT POLICY:

- 18.1 (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, fraud, corrupt Stationson, favouritism, unfair, irregular or unlawful practices or failure to comply with the supply chain management system and when justified in terms of administrative law:*

- 18.1.1 (44.1) shall take appropriate steps against such official or other role player;
- Or
- 18.1.2 (44.2) shall report any alleged criminal conduct to the South African Police Service;
- 18.1.3 (44.3) may reject a recommendation from the award of a contract if the recommended bidder or person submitting a quote, or any of its directors, has committed a corrupt or fraudulent act in competing for particular contract'
- 18.1.4 (44.4) may invalidate recommendations or decisions that were unlawfully or improperly made, taken or influenced, including recommendations or decisions that were made, taken or in any way influenced by":
- 18.1.4.1 (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
- 18.1.4.2 (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.
- 18.1.5 (44.5) may cancel a contract awarded to a person if:
- 18.1.5.1 (44.5.1) the person committed a corrupt or fraudulent act during the procurement process or the execution of the contract;
- Or
- 18.1.5.2 (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.
- 18.2 (45) The City Manager may reject the Tender or quote of any person if that person or any of its directors has:
- 18.2.1 (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;
- 18.2.2 (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;
- 18.2.3 (45.3) abused the supply chain management system of the City or has committed any improper conduct in relation to this system;
- 18.2.4 (45.4) been convicted of fraud or corruption during the past five years;
- 18.2.5 (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
- 18.2.6 (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.

13. TAX CLEARANCE CERTIFICATE

Obtain a "Tax Clearance Certificate for Tenders" from your local SA Revenue Service office.

The following conditions will apply to this Tender:

1. It is an absolute requirement that the taxes of the Tenderer **MUST** be in order, or that a suitable arrangement has been made with the Receiver of Revenue to satisfy them. Proof of this arrangement must be submitted with the Tender.
2. Tenderers are therefore required to obtain a valid Tax Clearance Certificate from the local Receiver of Revenue where such Tenderer is registered for Income Tax purposes.
3. Each party to a **Joint Venture / Consortium / Partnership** must complete a separate declaration and obtain a valid Tax Clearance Certificate from the local Receiver of Revenue where such Tenderer is registered for Income Tax purposes.

14. 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 **descriIRT Stationson** 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 the Western Cape Supplier Data-Base (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 Declaration by Tenderer;

2 EVALUATION OF TENDERS

2.1 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.

2.2 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 RESPONSIVENESS OF TENDERS

3.1 Evaluation of Preference Points

This Tender falls into the Major (>R2m) category, targeting enterprises with equity ownership by Historically Disadvantaged Individuals (HDI's) performing as prime Contractors, joint ventures.

The Tenders will be evaluated in accordance with the 90/10 Preference Point system where a maximum of 90 points will be awarded for price and 10 points for HDI status.

3.2 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

3.3 The points for this Tender are allocated as follows:

Price	-	40 Points
Functionality	-	50 Points
HDI	-	10 Points
		100 Points

3.4 Weighting on Functionality:

Submissions will be evaluated on the following criteria:

AREA	CRITERIA	POINTS
List cleaning materials	<ul style="list-style-type: none"> • Suitable Cleaning Equipment, Suitable Chemicals, 	20
Equipment	<ul style="list-style-type: none"> • Appropriate Equipment owned or to be hired for this contract 	20
Staff compliment	<ul style="list-style-type: none"> • Staff compliment available to ensure that facilities are effectively and efficiently cleaned. (Including General Workers and Supervisory staff) • Appropriate experienced permanent staff 	20
Previous experience	<ul style="list-style-type: none"> • 0-2 Years (5 points) • 3-5 years (10 points) • > 5 years (15 points) 	15
Business Plan	<ul style="list-style-type: none"> • Proof of Business Plan 	25
	TOTAL	100

Formula for Functionality:
$$\frac{\text{Total Individual weighting} \times 50}{100}$$

The points obtained for Functionality must be at least 55 out of a maximum of 100. Prospective Applicants who obtain less than 50 points will not be considered by the Bid Evaluation Committee

15. 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.

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, 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 R1 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 ESCALATION

4.1 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

No claim for price escalation will be considered for the first year ending 30 June 2010.

.....% **increase will be applicable for the second year ending 30 June 2011.**

.....% **increase will be applicable for the third year ending 30 June 2012.**

Note: Escalation will be based on year on year

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, 8000, 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 is 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 willful 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 Public liability insurances, in the name of the Contractor, covering the Contractor and the

Council against liability for the death of / or injury to any person, or loss of / or damage to any property, arising out of / or in the course of this agreement.

- 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. 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.

8 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.

9 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.

16. GENERAL CONDITIONS OF CONTRACT (National Treasury)

TABLE OF CLAUSES

1. Definitions
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7. Performance security
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28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts

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.

17. CONDITIONS PERTAINING TO TARGETED PROCUREMENT

Major Contract (Above 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 to Price (Np)

A maximum of 60 points is allocated to Price on the following basis:

$$N_p = 60 \left[1 - \frac{(P_t - P_{min})}{P_{min}} \right]$$

Where N_p = The number of Tender adjudication points awarded for price

P_{min} = The price of the lowest responsive Tender

P_t = The price of the responsive Tender under consideration

2.4 Points for Preference

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

$$N_g = \frac{a(\%HDI)}{100}$$

Where N_g = 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.

2.5 Total Tender Adjudication Points

The total number of Tender adjudication points awarded (N), is the sum of:

$N_p + \text{Functionality} + N_g$ (not to exceed 100)

**APPLICATION FORM FOR THE AWARD OF POINTS IN RESPECT OF
THE STATUS OF AN ENTERPRISE**

Name of firm:

Contract No:

We apply on behalf of our firm for Tender adjudication points in respect of:

- Historically Disadvantaged Individual (HDI) Status, the relevant percentage being
.....% (As per the City of Cape Town's database)

NOTE: Where the Tenderer is a Joint Venture Partnership the % contribution of each partner shall be stated below.

Partner	% Contribution	Partner	% Contribution
_____	[]	_____	[]

NB If you have not previously registered, documents may be obtained from the Tradeworld Office – Telephone No. (021) 680 4666. Tenders/Contracts (including suppliers and services) who are not registered and verified on the Western Cape Suppliers Database are not precluded from submitting Tenders, but must be registered and verified before closing date in order to qualify for preference points. All parties to the Joint Venture Agreement must be registered and verified on the Western Cape Supplier Database.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm confirms that he/she understands the conditions under which such points are awarded and confirms that:

- (a) the firm satisfied the conditions pertaining to the granting of Tender adjudication points.
- (b) the firm undertakes to execute a substantial portion of the contract with its own resources.
- (c) The firm will not subcontract any portion of the Contract where it has the in-house competence and expertise to perform the work.

Signature:

Date:

18. 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:

3.2 Identity Number:

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, **THE** **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 _____ Date

Position _____ Name of Tenderer

* See footnote on previous page

19. 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:

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.

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

CCTPF 005: Authorisation to deduct outstanding amounts



To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(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:

51.1 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,

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

21. CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

CCTPF 004: Cert Municipal Services



CITY OF CAPE TOWN | ISIXEKO SASEKAPA | STAD KAAPSTAD

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

TENDER NO: 15S/2009/10:

NAME OF THE TENDERER:

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

Physical Business address of the Tenderer	Municipal Account number(s)

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, _____, 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 on the day of 20.....
(PLACE) (DATE) (MONTH) (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**

22. PREVIOUS EXPERIENCE

PLEASE INDICATE ALL RELEVANT PAST/CURRENT EXPERIENCE

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

<p style="text-align: center;">4</p>	<p>Ref Number & Brief Description of IRT Station</p> <p>Contract:</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total Value of Contract awarded to you:</p> <p>R _____</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p style="text-align: right;">(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p style="text-align: right;">(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>
<p style="text-align: center;">5</p>	<p>Ref Number & Brief Description of IRT Station</p> <p>Contract:</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total Value of Contract awarded to you:</p> <p>R _____</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p style="text-align: right;">(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p style="text-align: right;">(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>

23. THE MINIMUM REQUIREMENTS PER PUBLIC TRANSPORT FACILITY

Cleaning Materials, Chemicals, Toilet paper and Hand towels, etc,

Item	Description of product	Quantity
1	Minimum Cleaning Materials and chemicals required	
1.1	Disinfectant	
1.2	Deodorant Blocks	
1.3	Black bags (Heavy Duty)	
1.4	Toilet Paper	
1.5	Handtowels/Roll	
1.6	Liquid Soap	
1.7	Windolene or acceptable glass and mirror cleaner	
1.8	Floor Polish	
1.9	Degreasing Agents	
1.10	Furniture Polish	
1.11	Insecticide	
1.12	Handy Andy	
1.13	Jeyes Fluid	
1.14	Bin Liners	
2	Equipment	
2.1	Brooms (Exterior/Interior)	
2.2	Buckets	
2.3	Scrubbing Brushes	
2.4	Vacuum Cleaner	
2.5	Mop	
2.6	Buffing Machine	
2.7	Hose Pipe	
2.8	Cloths	
2.9	Duster	

2.10	Toilet Brushes and other toilet cleaning equipment	
2.11	Ladder	
2.12	Safety Signs	
2.13	Dust Pans	
2.14	Scrapers	
3	Protective Clothing:	
3.1	Overalls	
3.2	Gloves (Internal and External)	
3.3	Mask	
3.4	Gum Boots	
3.5	Safety Boots	
3.6	Rain Gear	
4	Other:	
4.1		
4.2		
4.3		

1. **STAFF**

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

Staff Details	Number of Staff
Labourers	
Supervisors	

NOTE: Inspection will be done before the commencement of the contract to verify compliance with quantities as per information on Annexure compliance with quantities as per information on Annexure B

I(Tenderer) agree that the abovementioned staff, equipment and cleaning materials requirements will be met during the tenure of the contract.

TENDERER MUST SIGN THE ABOVE.

24. THE SCHEDULE OF STAFF

SCHEDULE OF STAFF TO BE ENGAGED IN CONTRACT

Region	Area	IRT Stations	Minimum Staff Required as per COCT		Staff provided by Contractor	
			GENERAL WORKERS	SUPERVISOR	GENERAL WORKERS	SUPERVISOR
Central Region	1	Station Deck	8	Min 1 x p/Area		
		Koeberg	1			
		Maitland	1			
		Elsies River	1			
		TOTAL	11	1		

Region	Area	IRT Stations	Minimum Staff Required as per COCT		Staff provided by Contractor	
			GENERAL WORKERS	SUPERVISOR	GENERAL WORKERS	SUPERVISOR
Central Region	2	Potsdam	6	Min 1 x p/Area		
		Du Noon	2			
		Atlantis	2			
		Parow	2			
		TOTAL	12	1		

Region	Area	IRT Stations	Minimum Staff Required as per COCT		Staff provided by Contractor	
			GENERAL WORKERS	SUPERVISOR	GENERAL WORKERS	SUPERVISOR
Southern Region	3	Wynberg	7	Min 1 x p/Area		
		Rosmead Ave	1			
		Hanover Park	2			
		Lotus River	1			
		Grassy Park	1			
		TOTAL	12	1		

Region	Area	IRT Stations	Minimum Staff Required as per COCT		Staff provided by Contractor	
			GENERAL WORKERS	SUPERVISOR	GENERAL WORKERS	SUPERVISOR
Southern Region	4	Claremont	7	Min 1 x p/Area		
		Mowbray	4			
		Athlone	2			
		Fish Hoek	1			
		TOTAL	14	1		

Region	Area	IRT Stations	Minimum Staff Required as per COCT		Staff provided by Contractor	
			GENERAL WORKERS	SUPERVISOR	GENERAL WORKERS	SUPERVISOR
Eastern Region	5	Joe Gqabi	10	Min 1 x p/Area		
		Nonkgubela	3			
		Nolungile	5			
		Langa	2			
		Khayelitsha	1			
		TOTAL	21	1		

Region	Area	IRT Stations	Minimum Staff Required as per COCT		Staff provided by Contractor	
			GENERAL WORKERS	SUPERVISOR	GENERAL WORKERS	SUPERVISOR
Eastern Region	6	Nyanga Junction	2	Min 1 x p/Area		
		Nyanga Central	7			
		Gugulethu	2			
		Philippi	4			
		TOTAL	15	1		

Region	Area	IRT Stations	Minimum Staff Required as per COCT		Staff provided by Contractor	
			GENERAL WORKERS	SUPERVISOR	GENERAL WORKERS	SUPERVISOR
Northern Region	7	Bellville	12	Min 1 x p/Area		
		Unibell	1			
		Durbanville	1			
		Kuils River	1			
		Blackheath	1			
		TOTAL	16	1		

Region	Area	IRT Stations	Minimum Staff Required as per COCT		Staff provided by Contractor	
			GENERAL WORKERS	SUPERVISOR	GENERAL WORKERS	SUPERVISOR
Northern Region	8	Eerste River	1	Min 1 x p/Area		
		Meltonrose	1			
		Mfuleni	1			
		Mitchell's Plain	15			
		Hazeldene	1	1		
		TOTAL	19	1		

25. FORM OF INDEMNITY

THE CITY MANAGER
City of Cape Town

INDEMNITY

Given by(Name of Company)

of

.....

(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

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

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

duly authorised hereto by a resolution dated

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 :

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

At on the day of In the presence of the subscribing witnesses.

AS WITNESSES

1.(Designation)

2.(Designation)

26. OCCUPATIONAL HEALTH AND SAFETY

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTADOCCUPATIONAL 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 THE CITY OF CAPE TOWN
(Hereinafter referred to as the “PRINCIPAL”)

and

.....
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 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:

THUS DONE AND SIGNED at.....on this.....day of 20....

AS WITNESSES:

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

2

THUS DONE AND SIGNED at.....on this.....day of20....

AS WITNESSES:

1
MANDATARY
(Contractor)

2