

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASAKAPA STAD KAAPSTAD
Supply Chain Management		
SCM - 542	Approved by Branch Manager: 10/04/2017	Version: 7.1 Page 1 of 66

TENDER NO: 136S/2019/2020 - Management and Operation of the Transport Information Centre

CONTRACT PERIOD: From date of commencement for a period of 8 years

CLOSING DATE: 27 November 2019

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER:** 139

TENDER FEE: R 200 Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

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

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(1) GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : 25 October 2019
- SITE VISIT/CLARIFICATION MEETING** : 10h00 on 12 November 2019
(Compulsory)
- VENUE FOR SITE VISIT/CLARIFICATION MEETING** : Transport Management Centre, Cnr. Smartt and Hugo streets, Goodwood.
- TENDER BOX & ADDRESS** : **Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.**
- : The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement **"TENDER NO. 136S/2019/20: MANAGEMENT AND OPERATION OF THE TRANSPORT INFORMATION CENTRE"**, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.
- If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

CCT TENDER REPRESENTATIVE

Name:

Tel.No

Email:

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

(2) DETAILS OF TENDERER**2.1 Type of Entity** (Please tick one box)☐ Individual / Sole Proprietor☐ Close Corporation☒ Company☐ Partnership or Joint Venture or Consortium☐ Trust☐ Other:**2.2 Required Details** (Please provide applicable details in full):

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual / Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	
	Postal Code
Physical address (Chosen domicilium citandi et executandi)	
	Postal Code
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms (Name Surname) Telephone: () Cellular Telephone: () E-mail address:
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	

(3) FORM OF OFFER AND ACCEPTANCE**TENDER 136S/2019/2020 - Management and Operation of the Transport Information Centre]****PART A (TO BE FILLED IN BY TENDERER):****3.1 Required Details** (Please provide applicable details in full):

Name of Tendering Entity* ("the tenderer")	
Trading as (if different from above)	

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

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

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

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

Signature(s)

Print name(s):

On behalf of the tenderer (duly authorised)

Date

26 NOVEMBER 2019

INITIALS OF CITY OFFICIALS

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER [INSERT TENDER NUMBER AND TENDER DESCRIPTION]

PART B (TO BE FILLED IN BY THE CITY OF CAPE TOWN)

By signing this *Form of Offer and Acceptance* the City of Cape Town (also referred to as the 'Purchaser'):

1. accepts the offer submitted by (DETAILS OF SUCCESSFUL TENDERER, ALSO REFERRED TO AS THE "SUPPLIER") _____, thereby concluding a contract with the supplier for a contract period from date of commencement for a period of 8 years.
2. undertakes to make payment for the goods/services delivered in accordance with the terms and conditions of the Contract.

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____
(PLACE) (DD) (MM) (YY)

Signature(s) and stamp of
Executive Director or his/ her delegated authority

Print name(s):
(duly authorised in terms of the System
of Delegations as approved by Council)

FORM OF OFFER AND ACCEPTANCE (continued)

(TO BE FILLED IN BY THE CITY OF CAPE TOWN)

Schedule of Deviations

Notes:

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

(4) PRICE SCHEDULE

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent". All descriptions or clauses where trade names or proprietary products are specified herein, are deemed to include the phrase "or equivalent."

Item No	Description	Unit of measure	Rate per Resource (Per month)
1	Category A - Senior Manager	Per month	R 109,262 - 00
2	Category B - Supervisors and Team Leaders	Per month	R 22,247 - 00
3	Category C - Trainers	Per month	R 23,725 - 00
4	Category D - Quality Assessors	Per month	R 18,235 - 00
5	Category E - IT Technician	Per month	R 16,219 - 00
6	Category F - Information Officers	Per month	R 11,976 - 00
7	Category G - Communication Officers	Per month	R 15,918 - 00
8	Category H - Specialist Communication Officers (Social Media)	Per month	R 15,918 - 00
9	Category I - Receptionists & Project Admin.	Per month	R 25,980 - 00

Pricing Instructions:

- 4.1 State the rates in Rand unless instructed otherwise in the tender conditions.
- 4.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 4.3 The categories are defined in Clause 5.23 of this tender document. All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 4.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 4.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 4.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be evaluated as a nil rate having been entered against that item, i.e. that there is no charge for that item.**
- 4.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 4.8 The Service Provider shall be responsible for all refreshments; and stationery and printing consumable requirements including ink cartridges for the printers and fax/copier, paper, pens, etc. but excluding server back-up tapes. Print, fax and copy consumables shall comply with equipment specifications and shall be original manufacturer compliant.

INITIALS	OF	CITY
OFFICIALS		

(5) SPECIFICATION(S)

Definitions and Abbreviations

'Building Manager' means the CCT official designated with the responsibility of managing and maintaining the TMC.

'Cape Town' means the generic description of the geographical area and all that combines to form the municipal area of the CCT.

'Calendar day' means the time from midnight to midnight.

'CCT' means the City of Cape Town as the metropolitan municipality that governs the South African city of Cape Town and its suburbs.

'CCT's Agent' means the official responsible for the Transport Customer Relations Management function, or nominee. This has the same meaning as Responsible Agent.

'CCT's IT Service Desk' means the central contact point where all IT related issues are raised and attended to. 'CMOCC' means Central Metrorail Operational Control Centre and is the operational co-ordination centre for Metrorail commuter services in Cape Town.

'Communication Officer' means a person responding to feedback recorded by the Information Officers or received via electronic communication.

'Core Operational Area' means the open plan area in the TIC accommodating the Information Officers and includes the elevated area for the team leaders.

'Dial-a-Ride' means the public transport service for people with disabilities which prevent them from accessing any other form of public transport.

'External Service Provider' means a service provider providing a specific service external to the CCT including Public Transport Operators. 'MyCiti' is, for the purpose of this tender, considered to be an External Service Provider.

'Experience' means functioning in an information centre or call centre dealing with inbound and outbound calls and written correspondence; and certain events, processes and performance of certain actions that contribute to one's knowledge, opinions, and skills in this environment.

'Feedback' means a compliment, observation, suggestion, report or complaint received from the public which cannot be handled by the Information Officers through the protocols and requires input and/or action by the City or External Service Providers.

'GABS' means Golden Arrow Bus Services (Pty) Ltd.

'Information Officer' means a person answering calls made to the TIC. 'Information' means a request for information on transport related issues.

'Initiator' means the individual who provides feedback (as defined above) which requires acknowledgement or a response.

'Incident' means any event, planned or unplanned, that increases the public's need for information.

'IT' means Information Technology such as computer hardware and software systems.

'Metrorail' means the operator of the commuter/passenger rail services in Cape Town and its surrounds, a division of the Passenger Rail Agency of South Africa (PRASA).

'MyCiti' means the public transport service being rolled-out within the CCT metropolitan area. 'NLTA' means the National Land Transport Act, 2009 (Act No. 5 of 2009).

'Park and Ride' means the dedicated facility enabling the general public to park their private vehicles in order to utilise general public or event specific transport.

'Protocol' means officially approved answers to frequently asked questions.

'Public Transport Interchange' means a facility allowing commuters to transfer between differing modes of public transport.

'Public Transport Operator' means the operator of a Public Transport Service such as commuter/ passenger rail services as provided by Metrorail, bus services as provided by GABS, Bus Rapid Transit Services as provided by MyCiTi, the Dial-a-Ride service for people with disabilities and the minibus taxi services.

'Public transport' means transport provided for the use of the general public to travel between destinations. For the purposes of this tender the description includes commuter/passenger rail services as provided by Metrorail, bus services as provided by GABS and the operators of MyCiTi, the Dial-a-Ride service for people with disabilities, metered taxis and minibus taxi services.

'Queue' means calls having been made to the TIC which have been accepted by the telephony system and are waiting to be answered by an Information Officer.

'Responsible Agent' means the CCT's official responsible for the Transport Customer Relations Management function, or nominee. This has the same meaning as CCT's Agent.

'SAP' means the main operating software platform for the CCT.

'Service Level Requirements' means the level(s) of service at or above which the Service Provider is required to deliver the services satisfactorily.

'Service Provider' means the successful tenderer appointed to provide the services in terms of this tender.

'Services' means the services required to be performed in terms of this tender.

'Taxi Ranks' means staging area(s) for minibus taxis.

'TIC' means the Transport Information Centre which is the CCT's primary interface between the general public of and visitors to Cape Town providing transport related information and feedback.

'TMC' means the Transport Management Centre which is the building in Goodwood where the TIC is housed. 'Transport Communication Partners' means parties (businesses, organisations and individuals) that are affected by/impacted on/involved with or may influence transport services/occurrences within Cape Town.

'Transport' means the Directorate within the City of Cape Town municipality or the departments and units within the Directorate as described in the background section below.

'VMS' means Variable Message Signs which are electronic signs indicating traffic conditions/providing advisories at selected locations on the CCT Freeway and Arterial Road system.

'WAP' means Wireless Application Protocol which is a technical standard for accessing information over a mobile wireless network.

'Working day' means every day of the week between and including Monday to Friday, excluding public holidays and weekends.

Background

A distinguishing feature of great cities is the quality of their public transport and related road and rail networks. Visitors to London, Paris, New York, Hong Kong, Curitiba and Sydney will have experienced the benefits of an extensive, integrated and convenient transport network.

The common denominator among those public transport systems is that they are managed by one local government body. Transport for London, the Paris Transit Authority, New York's Metropolitan Transportation Authority, the Transport Department of Hong Kong and the Urbanização de Curitiba in Brazil (the birthplace of bus rapid transit – BRT – systems) are leading examples. The City's intention is for Transport to become one of these leading examples.

An effective City/Authority regulates and manages most, if not all, of the transport systems and networks within its metropolitan area, particularly rail and bus mass transit services. Their services are tightly integrated, operate under one brand, are centrally managed, and have a single ticketing system. The commuter journey becomes seamless.

The overarching objective of the Transport Directorate of the City of Cape Town is to create integrated, efficient, effective, affordable, safe, reliable and sustainable public transport.

Transport consists of: -

- The **Network Management Department** is primarily responsible for the management of the City's road network and the intermodality of various public transport modes, including rail. Further, it is responsible for improving safety for all road users as well as the implementation transport technology solutions, the management of on-street parking and public transport enforcement. This Department is also responsible for network and related modal integration.
- The **Infrastructure Implementation Department** is responsible for leading and guiding construction and capital investment related to public transport, NMT, roads, and toward implementing the strategic direction as expressed in the Comprehensive Integrated Transport Plan (CITP).
- The **Transport Planning Department** essentially focuses on the Planning functions and the key core components in the integrated transport management process, namely the medium to long term plan (CITP) and related policies, sector plans and strategies. Transport Planning also includes long term strategic planning, business planning, transport network planning and public transport management. The Transport Planning Department is also responsible for the planning, design, costing and programming of all road and public transport infrastructure in the City.
- The **Public Transport Regulations Department** is necessary as the City is to be assigned the Municipal Regulatory Entity function, as determined in the NLTA. It is essential that all related functions in terms of regulation are consolidated in one department so that there can be synergy and the efficient management of regulation. This includes industry management and transition, Transport Enforcement, Transport Surveys, Data Management and Transport Regulations Management.
- The **Roads Infrastructure and Management Department** is responsible for the overall management and maintenance of all road and stormwater assets. This department manages the districts and depots and is responsible for the Roads Asset Management, Informal Network Management, Roads Infrastructure & Systems. It manages the districts and depots under 4 Area Managers as well as including the registration and management of all plant for the rollout of the management and maintenance of the infrastructure.
- The **Public Transport Operations Department** focuses combines the existing functions related to the operational management of the IRT contracts as well as all road-based contracts such as dial-a-ride and station management, in order to make up the composite whole of scheduled road-based public transport services. Ultimately this will also include rail operations should this management function be assigned to the City. Essentially, all vehicle operator contracts, will be managed in a unified manner, ensuring seamless public transport at a premium standard. The specific functions include Operations, Contract Management, Public Transport Fleet Management, Automated Fare Collects (AFC), Automated Public Transport Managements System(APTMS) Management and Facilities Management.

- The **Business Enablement Department** plays a key transversal role in equipping and enabling the Transport Directorate to achieve its objective of being a highly effective directorate that is well governed, fact based, performance-driven and absolutely customer-centric. While each of the 'branches' or functions within the Business Enablement Department has specific responsibilities in this regard, these work in a highly collaborative manner. In addition, this department is also responsible for ensuring that the end user and community needs are addressed based on internal and external profiling to inform intelligent service deliver within the overall context and direction of the City. This department provides a support and secretariat function that deals with the international transport related bodies including the African Organizing (Transport) Authority Committee.

The TIC Objectives

The TIC was established to provide residents and visitors with information on general transport matters (e.g. parking management, management and maintenance of assets, etc.) and public transport (e.g. routes, schedules, ticket prices, ticket outlets and locations of interchanges, ranks and park-and-ride facilities) as well as special events and the impact of incidents on the movement of people, goods and services.

The TIC also facilitates, including but not limited to, all the feedback (compliments, suggestions, reports and complaints) for Metrorail, GABS, MyCiTi, Park-and-Ride facilities, Dial-a-Ride, minibus taxis, kerbside parking management, traffic signal faults, road maintenance, stormwater, etc.); and the TIC will also log and refer non-transport related issues reported to the TIC as part of the City's first point resolution strategy.

In addition, the TIC provides information on long distance bus, rail and taxi operators and the locations of tourist information centres, heritage sites and popular attractions in and around Cape Town.

The objectives are to provide the residents, businesses and organisations of and visitors to Cape Town with easy access to up to date information on:

- Public transport services,
- General transport related matters,
- Specific event related transport plans and arrangements,
- Transport impacts of construction, upgrade and maintenance projects, and
- Any specific issues having a direct impact on transport movement(s) within the geographical area of Cape Town.

The above is to be done through the appointment of a suitably experienced and resourced Service Provider utilizing the existing facilities (systems and equipment) at the TMC.

5 SCOPE OF WORKS

The Service Provider is required to be suitably experienced in the management and operation of a Call Centre/Information Centre and provide detail of at least three similar type of contracts with a contract value of at least R10 million in Schedule 16G; of which the references should be contactable.

In this contract the tenderer (service provider) will be required to provide the following services: -

5.1 TIC Operations

5.1.1. Ensure that the TIC remains fully operational 24 hours a day, 7 days a week (24/7).

The interaction between the general public and the TIC will typically occur in the following ways: -

- Via the 24/7 toll-free 0800 65 64 63 telephone number
- Via the transport.info@capetown.gov.za e-mail address
- Through communication received from the following channels:
 - www.capetown.gov.za
 - www.myciti.org.za

- Any other channel identified by the City of Cape Town as communication medium.
- Having a social media Communication Officer present in the MyCiTi Control Centre from 05:00 to 20:00 every day; and when requested during incidents and emergencies to monitor and respond to requests for information and queries on social media:
 - Twitter (MyCiTi)
 - Facebook (MyCiTi)

5.1.2. The form of the interaction is either:

- **Information Requests** - Requests for information pertaining to public transport services and other transport related matters which can generally be dealt with immediately upon receipt, or
- **Feedback** - Feedback received from the general public (residents of, businesses in and visitors to Cape Town) which may be in the form of a compliment, suggestion, report or complaint, or
- **Alerts** – The communication of transport related system and service alerts.

Information Requests

Receiving requests from and providing information to the public on:

- Services provided by GABS such as timetables, fares, stops, routes, delays, cancelled services, changes in schedules, ticket sales outlets, operating hours, etc.,
- Services provided by Metrorail such as timetables, fares, stations, delays, cancelled services, changes in schedules, ticket sales outlets, operating hours, etc.,
- Services provided by MyCiTi such as timetables, ticketing structures and fares, bus stations, stops, routes, delays, cancelled services, changes in schedules, ticket sales outlets, operating hours, etc.,
- The transport options available to those attending large events,
- General information on other events and campaigns in and around Cape Town,
- Location of Public Transport Interchanges and Taxi Ranks,
- Location of Park-and-Ride facilities,
- General information pertaining to traffic flows on major routes within the CCT,
- Options available during strike action related to the provision of public transport services,
- Road maintenance and closures,
- Stormwater and related issues
- Other general transport related issues, and
- Processes to follow when: -
 - Applying for a public transport operating licence
 - Applying for inclusion on Dial-a-Ride public transport for people with disabilities
 - Requesting traffic calming measures
 - Requesting new or upgrading of non-motorised transport infrastructure
 - Requesting the signalisation of intersections and/or pedestrian crossings.

Feedback

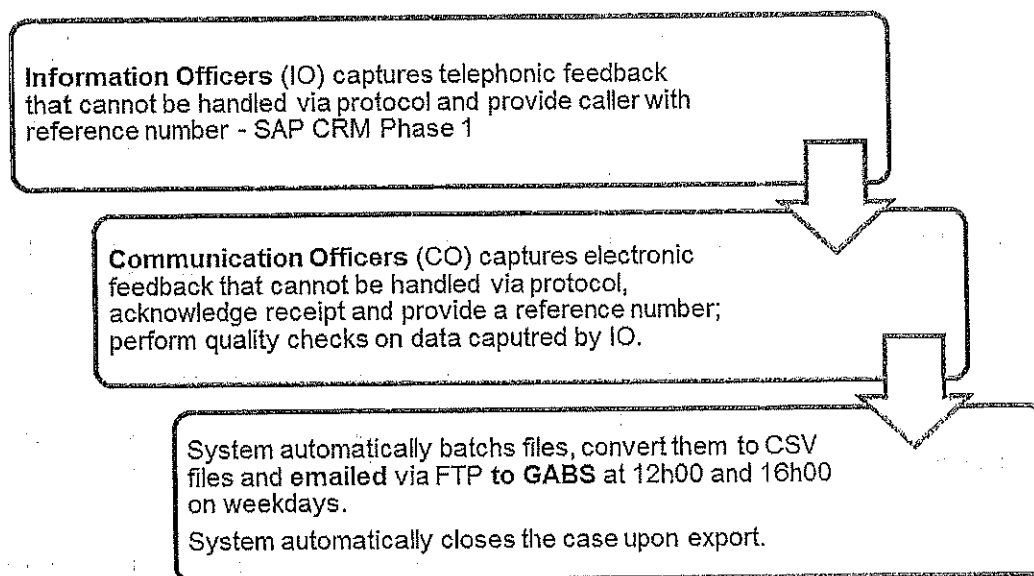
Feedback is interaction initiated by the general public which requires an action and/or response. Some can be dealt with via protocol while others are referred to internal departments or external Service Providers.

All feedback requests are to be captured and uniquely referenced in the software package (SAP) supplied by the CCT.

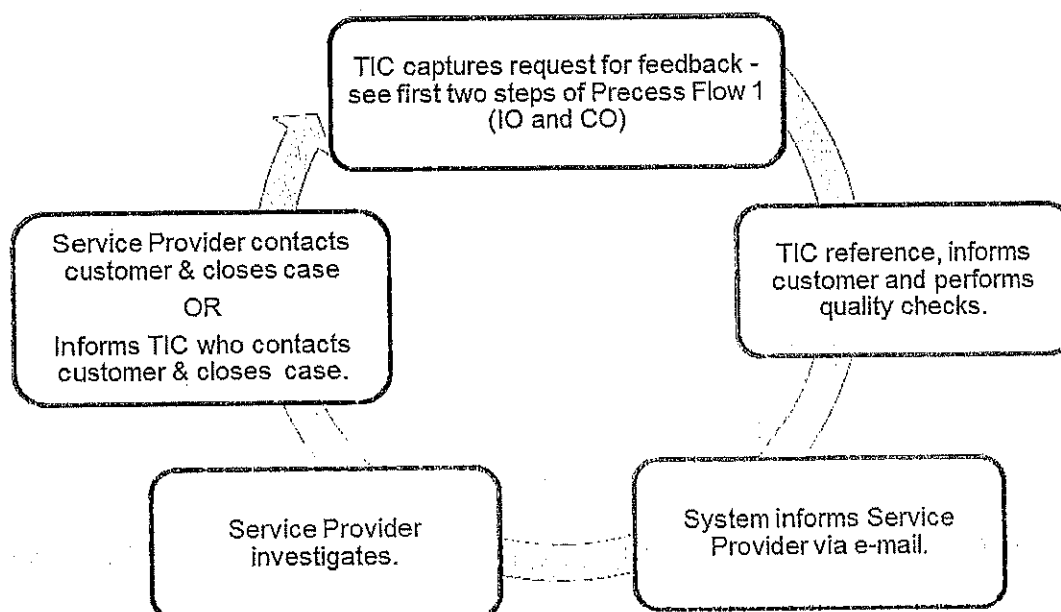
5.2. Process Flows

Procedures are in place for dealing with feedback to External Service Providers and departments/ sections within Transport. These are outlined below but may be amended or changed over time:-

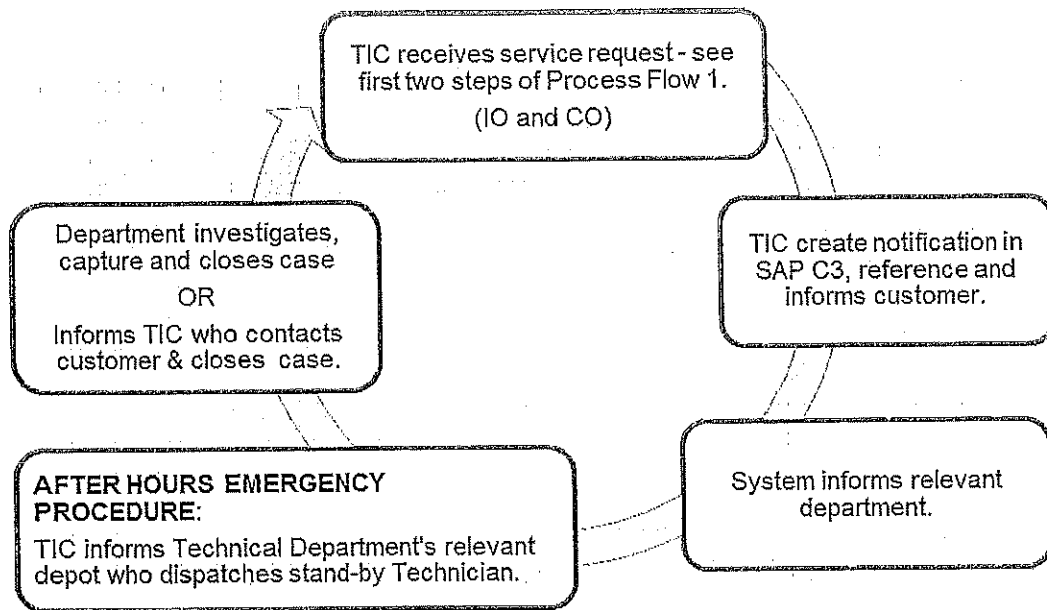
- Process Flow 1 – applicable to GABS**



- Process Flow 2 – applicable to Metrorail, MyCiTi, Dial-a-Ride and Kerbside Parking Management**

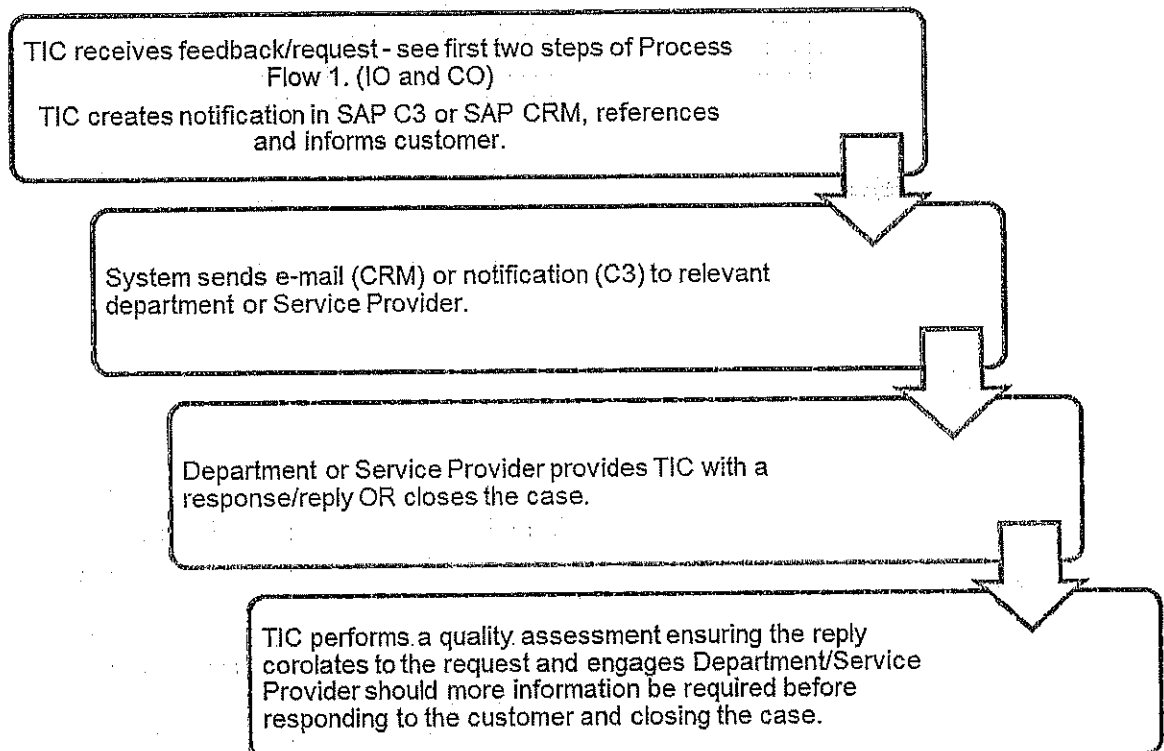


• **Process Flow 3 – applicable to Traffic Signals, Traffic Calming, Stormwater and Road Maintenance**



• **Process Flow 4 – Others including**

- Minibus Taxis
- Public Transport Interchanges and/or Taxi Ranks (maintenance and repairs)
- Park-and-Ride facilities (maintenance and repairs)
- Variable Message Signs (maintenance and repairs)
- Non-motorised transport infrastructure (maintenance and repairs)
- Signalisation of intersections and/or pedestrian crossings



5.3. Alerts

Alerts are interactions initiated by Transport to inform all interested parties, via social media, of matters impacting on the road network and the potential impact on the movement of people, goods and services.

5.4. Emergency Incidents and Crisis Communication

The Service Provider shall manage the assimilation and dissemination of information on transport and traffic incidents or emergencies and act immediately with the appropriate response(s). Such responses shall be based on understanding the implications of an event or incident that may impact on both public and private transport while: -

- Providing affected Public Transport Operators with the relevant information, and
- Preparing appropriate information to be provided to the general public.
- Alert responsible technicians via telephone or radio link to any emergency or incident causing risk to the commuter, pedestrian or resident.

5.5. Specific Transport Initiatives/Campaigns

The CCT and the providers of public transport may, from time to time, run campaigns regarding specific aspects of transport. Examples of such campaigns are Transport Month, special rail service, public participation in the development of the Integrated Transport Plan for Cape Town, etc. The Service Provider is to fully understand such initiatives and brief, train and fully prepare all staff to be able to answer general enquiries regarding such campaigns or initiatives.

The CCT may also from time to time advertise policies, projects and initiatives for public participation and provide the contact detail of the TIC to receive and coordinate responses received from the public. The Service Provider is to fully understand such initiatives and brief, train and fully prepare all staff to be able to answer general enquiries regarding the project/initiative, and to refer comments to the relevant Transport Department.

5.6. Location

It is required that the services be performed primarily at the Transport Management Centre, corner of Smartt and Richmond Streets, Goodwood, Cape Town, Western Cape, South Africa.

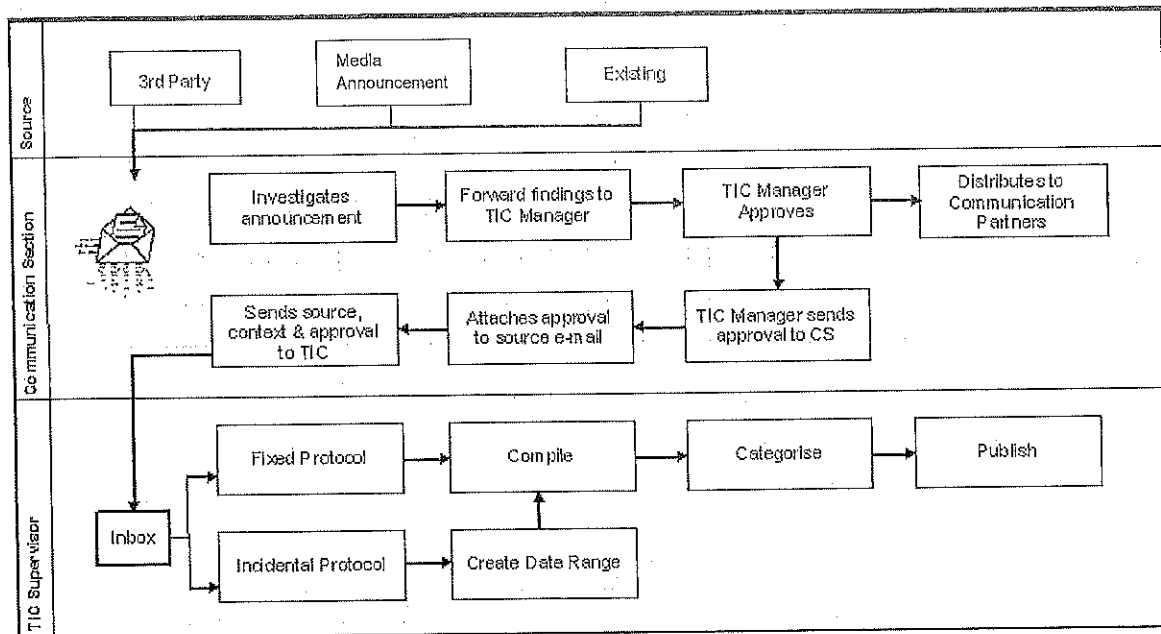
5.7. Equipment

The services are to be provided using the furniture, equipment and computer hardware and application software provided by the CCT (clause 5.25.1 Premises and Equipment).

5.8. Management of Transport Information

The Service Provider shall ensure that information, provided through various channels for the benefit of the general public, is accurate and up to date. This includes but is not limited to:

- Monitoring the relevance of the information on the CCT and MyCiTi webpages and collating and providing information to be uploaded/amended,
- Maintaining and updating the database of additional information of other transport services and places of interest that may be requested by residents of and visitors without promoting any one service. Such information includes the contact details of tourist information offices, long distance road and rail based services, specific tourism destinations, metered taxis control centre, etc.,
- Maintaining and updating the list of Transport Communication Partners and distributing relevant validated and approved information to this list as appropriate,
- Monitoring and updating the various social media channels as and when new information relating to transport is made available from an approved source, and
- Monitoring feedback for which protocols have not yet been developed and, if appropriate, requesting/developing new protocols. See process flow for developing protocols below.



5.9. Reports

The software package and telephony system developed for and installed by the CCT has been configured to enable the generation of purpose designed reports.

5.9.1. Monthly and Daily Reporting

The Service Provider shall, as part of the reporting function:

- Prepare and present monthly reports to the CCT which shall provide a full overview of the state of affairs at the TIC, including events impacting on the operations and projections for the following month based on research and known/planned events. Each monthly report shall be a specific report covering information requests and feedback handled by the TIC during the preceding month. These reports shall be compiled and e-mailed to the identified persons no later than the 7th working day of each month.
- Prepare and present monthly reports to the External Service Providers relating to their specific services in the agreed format and timeframes reflecting only information pertinent to their business. These reports shall be compiled and e-mailed to the identified persons no later than the 7th working day of each month.
- Prepare and present daily reports to the CCT whenever events occur which impact on call volumes and/or the lost call rate at the TIC. These events include but are not limited to major events at Cape Town Stadium and public transport strikes. These reports shall be compiled and e-mailed to the Responsible Agent by no later than noon on the first working day after the event.

The minimum requirements for monthly reports are:

- Calls received via the telephone system
- Total number of incoming (including all handled and long abandoned dropped/lost) calls received over a specified period (hour/day/week/month/year).
- Calls handled by Information Officers via telephony system
 - Number of incoming calls handled over a specified period (hour/day/week/month/year).
 - Percentages of incoming calls answered within 15, 30 and 40 seconds respectively.
 - Percentages of incoming calls answered beyond 40 seconds after the call was received.
 - Length (in seconds) of call from the time the officer answered until the call was ended.
 - Average duration of calls handled over a specified period (hour/day/week/month/year).

- Number and duration of calls lost (abandoned/dropped)

The telephony system installed and maintained by the CCT is able to generate these reports and the Service Provider is expected to draw and present the reports as specified.

- Feedback handled by Communication Officers
 - a) Number of feedback requests received per service.
 - b) Number of feedback requests resolved per service.
 - c) Number of requests received over a specified period (hour/day/week/month/year).
 - d) Turn-around time from receipt of feedback to either applying the protocol or forwarding to the appropriate person for resolution/response.
 - e) Turn-around time from receipt of the response to providing the response to the initiator.

5.9.2. Annual Report

The Service Provider shall prepare and present an annual report to the CCT Responsible Agent providing an overview of the operations and management of the TIC. This report must include a summary of challenges and how these have been addressed. It will cover the period 1 July – 30 June and shall be presented each year by no later than 31 July. On completion of the contract, the final report shall accompany the Service Provider's final invoice.

5.10. Monitoring

The Service Provider shall: -

- a) Through systems made available by the CCT, monitor the electronic media and websites for anything relevant to transport in Cape Town and report that to the Responsible Agent. This would include monitoring the activities in the TMC Central Operations area and enter relevant postings on social media.
- b) Monitor the newspaper clippings and press releases issued by the CCT for anything relevant to transport in Cape Town and report that to the Responsible Agent.
- c) Inform the Responsible Agent of transport related press releases issued by External Service Providers.

5.11. Management Meetings

The monthly management meeting shall be held before the 10th of each month. The Service Provider shall arrange these meetings based on the availability of the Responsible Agent who shall chair the meetings. The Service Provider shall prepare the minutes of these meetings.

5.12. General Liaison

The Service Provider shall liaise with departments within the CCT such as the TMC building manager, IT, Telecommunications, Customer Relations and sections within the Transport Department as circumstances require. The Service Provider shall also liaise with External Service Providers as designated.

5.13. Reception and Administrative Support

In addition to the services above the Service Provider shall: -

- a) Make available suitably qualified administrative and project support resources to assist with the planning and roll-out of Transport related projects,
- b) Staff to be briefed, trained and equipped to act as tour guides at the TMC and assist in facilitating study tours to the TMC and the CCT Transport Directorate,
- c) Provide a reception service on the ground floor of the TMC during standard office hours. The Service Provider shall obtain the necessary information from the relevant business units at the TMC, and
- d) Provide a reception service at the entrance lobby to the TIC itself during standard office hours.

5.14. Service Continuity

The service is to be provided 24 hours a day seven days a week (24/7), without interruption, unless caused by factors beyond the control of the Service Provider.

Service Delivery Interruption

- a) Should the Service Provider be unable to render this service for any reason for a period exceeding, or expected to exceed, 30 minutes, the Responsible Agent shall be verbally informed immediately upon realisation that the incident shall or may last longer than 30 minutes.
- b) Each and every service delivery interruption shall be reported in writing by no later than noon on the first working day subsequent to the occurrence of the incident. The report is to describe the incident, the cause (if possible), its effect(s)/impact on the provision of service and corrective actions taken.
- c) Non-reporting of service interruptions shall be considered a material breach of Contract.

5.15. Service Delivery Interruption - CCT/Other Authority/Force Majeure

Service interruptions caused through events other than the fault/negligence/actions of the Service Provider (including but not limited to power outages, external incidents, failure of CCT provided systems/infrastructure/equipment, external telephone base service providers (Telkom/Neotel or others), and evacuation procedures) shall not result in the imposing of penalties provided that the Service Provider complied with clause 5.14.

5.16. Service Delivery Interruption - Service Provider

Service interruption as a result of the fault/negligence/actions of the Service Provider may include but not be limited to human resources issues (staff strike/lock out), failure to make transport arrangements for their staff should the public transport systems fail or be delayed/under-resourced etc. The Service Provider will be remunerated only for the staff performing their functions. Further penalties may be imposed in accordance with the service level requirements.

5.17. Performance and Services Levels

The Service Provider is required to render the services to the specified performance levels throughout the contract period.

5.18. Quantitative Levels of Service

The quantitative levels of service required are set out below.

5.18.1. Call Response Times

The required call response times (answering of a call received on the toll-free and share call numbers) are as follows:

- a) 80% of all calls shall be answered by an Information Officer within 15 seconds after the system has accepted the call into the queue. For the purposes of this tender/contract this occurs either when a caller has exercised one of the options in the voice mail message or let the voice message run to completion. The voice message is the initial automatic message a caller receives on dialling the TIC numbers. The service level shall be measured on a half hourly basis and not as a daily, weekly or monthly average.
- b) 100% of all calls shall be answered by an information officer within 40 seconds of entering the queue. The service level shall be measured on a half hourly basis and not as a daily, weekly or monthly average.

5.18.2. Lost Calls

Lost calls are defined as follows: -

a) Abandoned call

When a caller terminates the call after the call has been entered into the queue but before an Information Officer answers. Calls terminated within less than 15 seconds of entering the queue are not included in the calculation of percentage abandonment for the purposes of imposing penalties. Calls terminated after 15 seconds of entering the queue are included for the purposes of calculating penalties. The number of abandoned calls shall not exceed

- 2% of the total calls received each day if the calls offered were between 0 and 5,000 calls per day.
- 5% of the total calls received each day if the calls offered were between 5,001 and 8,000 calls per day.
- 10% of the total calls received each day if the calls offered were in excess of 8,000 calls per day.

b) Dropped call

A call lost due to technical reasons (such as a server reboot or freeze; trunk, network or data problems between the Civic Centre and the TMC or within the TMC or TIC network; planned upgrades during which active calls may be terminated by the system; etc.) is considered a dropped call and is not taken into account in either calculating the monthly claim or imposition of penalties provided that the Service Provider complied with all the provisions of clause 5.14 - Service Continuity – and its sub-clauses.

5.18.3. Electronic Communication Response Times

a) Acknowledgement of receipt

100% of all communication received electronically shall, within 1 (one) working day of receipt at the TIC, be assigned a reference number and an acknowledgement sent to the initiator.

b) Response in terms of standard TIC protocols

Should the communication require a response and the response can be formulated in terms of the protocols such response shall be communicated to the initiator within 3 (three) working days of receipt.

c) Input required external to TIC

Should the communication require response from a section within the CCT or an External Service Provider, said communication shall be forwarded to the designated person within 2 (two) working days of receipt by the TIC.

d) Input received from External Service Providers or sections within the CCT

A response received from a section within the CCT or External Service Provider shall be communicated to the initiator within 2 (two) working days of receipt back at the TIC.

5.19. Languages

It is required that the telephonic services shall be available in English, Afrikaans and Xhosa. Although the majority of telephonic interactions are in English all staff are required to be fully conversant in English and either Xhosa or Afrikaans. All shifts shall be able to respond to calls and provide information in all three languages.

The availability of foreign languages during normal working hours will be advantageous.

5.20. Voice and Screen recording

It is a requirement that all calls received at the TIC be recorded. The CCT provides a voice and screen recording system to do so.

The system is secure, complies with Independent Communication Authority of South Africa (ICASA) regulations and the recorded material complies with evidentiary requirements for presentation in Court. The recordings are the property of the CCT and may not be made available to any third party without the written approval from the Responsible Agent.

5.21. Public Transport Schedules

5.21.1. Golden Arrow Bus Services - GABS

GABS will provide the Service Provider with updated schedules and services information. Such updates are to be forwarded to the designated electronic address at the TIC. The Service Provider shall immediately upload the data onto the TIC software package and inform the TIC staff of the changes. If required, or due to system challenges, the data should be forwarded to the CCT IS&T Department to be uploaded onto the TIC software package.

5.21.2. Metrorail

Metrorail ensures that the commuter rail schedules on their website, www.capemetrorail.co.za, are constantly updated with the latest commuter rail schedules. The Service Provider is required to access the Metrorail schedules via the Internet and to liaise with CMOCC to verify changes. Upon receipt, the Service Provider shall immediately upload the data onto the TIC software package and inform the TIC staff of the changes. If required, or due to system challenges, the data should be forwarded to the CCT IS&T Department to be uploaded onto the TIC software package.

5.21.3. MyCiTi

MyCiTi will provide the Service Provider with updated schedules and information as soon as they are finalised. Such updates are to be forwarded to the designated electronic address at the TIC. The Service Provider shall immediately forward the information to the CCT's IS&T department, upload the data onto the TIC software package and inform the staff of the changes. If any technical challenges the Service Provider is required to access the MyCiTi schedules via the Internet (www.myciti.org.za) or any digital Application provided by the CCT).

5.21.4. Other Public Transport

Although the TIC does not provide information on long distance transport schedules, it does provide the contact details of the various Long Distance Transport Providers and the Service Provider shall ensure that this information is up to date and available to the Information and Communication Officers.

5.22. Monitoring of Service Level Compliance

The CCT will monitor and assess the service levels daily. The Service Provider will be afforded reasonable opportunity to rectify the situation should the required service levels not be met. Penalties for non-performance in terms of the service criteria shall be applied as per clause 22 (Penalties) of the Special Conditions of Contract; and its sub-clauses.

5.23. Key Personnel/Staffing

Deploy adequate, appropriately skilled/qualified and experienced staff to provide professional interaction with the general public through the service provider's human resources policies. At least the following policies should be attached to Schedule 16F:

- Recruitment policy
- Training policy
- Disciplinary policy

The staffing complement shall, as a minimum, cover the following categories with the qualifications and experience as stipulated; and included as per Schedule 16B:

5.23.1. Category A - Senior Manager

Key Function: Responsible for the overall management and functioning of the TIC.

- Qualification: Bachelor Degree
- Experience (Accumulative experience): minimum of 5 years in managing an information centre with a minimum of 3 years in a 24/7 information/call centre operation.

5.23.2. Category B - Supervisors and Team Leaders

Key Function: Managing the day-to-day operations and responsible for the information and customer relations functions and activities.

- Qualification: Matric
- Experience (Accumulative experience) : minimum of 2 years as a Supervisor or Team Leader in a 24/7 operation.

5.23.3. Category C - Trainers

Key Function: Responsible for the induction and on-going training of new and existing staff including development and updating of all training materials.

- Qualification: Matric
- Experience (Accumulative experience): minimum of 2 years as a Training Officer in a 24/7 communications operation.

5.23.4. Category D - Quality Assessors

Key Function: Track and report compliance with the Service Level Requirements, develop and maintain Quality Assurance Manuals and ensure certification remains valid.

- Qualification: Matric
- Experience (Accumulative experience): minimum of 3 years as a QA Officer with a minimum of 2 years in a 24/7 communications operation.

5.23.5. Category E - IT Technician

Key Function: Provide in house support (training / trouble shooting) to staff within the framework of the CCT's IT systems and policies.

- Qualification: IT related qualification
- Experience (Accumulative experience): minimum of 3 years in IT environment with minimum of 2 years in call centre environment.

5.23.6. Category F - Information Officers

Key Function: Provide information to the general public of and/or visitors to Cape Town. Respond to telephonic enquiries and capture and log feedback occurrences.

- Qualification: Matric and Customer Service training
- Experience (Accumulative experience):
 - Computer literacy with a typing speed of 25wpm;
 - Fully conversant in English and either Xhosa or Afrikaans;
 - SAP proficient;
 - Special requirements are audibility and clarity of voice;
 - Minimum of 6 months' accumulative experience in a similar environment working in shifts.

5.23.7. Category G - Communication Officers

Key Function: Provide customer service by assessing, evaluating and responding to or directing feedback as appropriate. Follow-up and closure of logged cases. Some administrative and/or project related activities may also be required.

- Qualification: Matric and Customer care/communication course attendance or recognition of prior learning.
- Experience (Accumulative experience):
 - Computer literacy with a typing speed of 25wpm;
 - Fully conversant in English and either Xhosa or Afrikaans;
 - SAP proficient;
 - Special requirements are audibility and clarity of voice;

- Minimum of 2 years (accumulative) in customer service.

5.23.8. Category H - Specialist Communication Officers (Social Media)

Key Functions: Proactive and reactive communications via social media channels. This includes monitoring sites, responding to posts, follow up on feedback and respond according to approved protocols.

- Qualification: Matric, customer care/communication course and a tertiary certificate in social media;
- Experience (Accumulative experience):
 - Computer literacy with a typing speed of 25wpm;
 - Articulate in English and either Xhosa or Afrikaans
 - Minimum of 4 years in customer service; of which at least 6 months must have been in the social media environment (monitoring and responding).

5.23.9. Category I – Receptionists & Project Administrators

Key Function: Provide reception services and assist with general office administrative duties.

- Qualification: Matric or equivalent
- Experience (Accumulative experience): minimum of 2 years in reception.

It is a specific requirement of this contract that the Senior Manager and IT Technician shall both be suitably qualified and experienced and full time dedicated to the TIC. The IT Technician must be suitably knowledgeable in software and hardware problem solving and shall work in close liaison with the CCT's IT Service Desk and other Service Providers. Failure to comply with this stipulation will render the tender offer ineligible.

The tenderer shall ensure that the time of submission of the tender that all staff comply with the minimum requirements linked to this tender.

The Service Provider shall ensure that staff comply with the above requirements linked to each category throughout the contract.

5.24. Communication Volumes and Profiles

Historic communication volumes and profiles are set out below. MITEL reports reflecting call volumes for the following specific categories of days are provided at the end of the Specifications.:

- Normal week day
- Normal weekend day
- Public Holiday
- Public Holiday with an incident

Detailed shift plans reflecting the staff scheduling on all these types of days mentioned above should be provided in Schedule 16A.

5.24.1. Historic Call Volumes

The table below reflects the historic monthly interaction volumes at the TIC for the period January 2017 to December 2018.

Variations in monthly volumes are partly attributed to seasonal demand. Schedule 16C should be completed to reflect human resources deployment during the year.

Variations are also influenced by extraordinary events such as strikes, large events at Cape Town Stadium and elsewhere in the CCT, bad weather; and road closures as a result of events such as the Opening of Parliament and other incidents/events impacting on public transport and transport infrastructure.

Month	2017		2018	
	Calls	Electronic	Calls	Electronic
January	127 466	4 631	178 978	5 156
February	110 602	4 605	160 249	6 225
March	134 038	4986	171 911	5 363
April	149 571	3 848	166 842	4 425
May	134 983	5 573	145 735	4 413
June	142 788	6273	162 716	7 103
July	127 345	5 009	183 099	8 979
August	136 213	5 610	193 726	7 975
September	155 135	4 801	182 526	7 783
October	140 094	5 301	203 299	7 987
November	148 328	5 537	192 497	7 397
December	185 550	4 462	231 271	5 159
Average	141 009	5 063	181 071	6 050

5.24.2. Historic Telephonic and Electronic Volumes

A telephonic request for information or providing feedback is received 24/7 on the 0800 65 64 63 number, toll-free from a Telkom landline, and may consist of one or more enquiries depending on the situation.

The average durations of such interactions are mostly below 90 seconds but increase when new transport services are introduced, changes are made to existing transport services or callers have never used public transport before. In such instances the average duration increases to 150 seconds. When a caller provides feedback the average duration of the interaction is 5 minutes as the detail is captured and the system generates a reference number.

5.24.3. Call Handle Time is provided as a guide.

Type of call	Average duration	Approximate % of volume
General information	90 sec	88
Detailed information	2min 30 sec	2
Feedback	5 min	10

All electronic communications (including feedback received through telephonic interactions such as e-mail, website and other channels) are handled by the Communication Officers. On average a Communication Officer can handle 250 new interactions per month. The remainder of the time is spent following up, handling and closing existing feedback requests.

An electronic interaction shall be responded to in terms of the protocol or referred to the relevant service for investigation after which a detailed reply is compiled and a response is given to the initiator of the request. Electronic communication is captured, referenced and handled in terms of the Process Flows (PF) in Clause 5.2 above.

Feedback may be raised through various social media channels, search engines, relevant service providers or referred by politicians. Feedback received via these channels often requires investigation and an official "sign-off" from the External Service Provider or the CCT before responding to the initiator.

5.25. Premises, Equipment, Systems and Services Provided by the CCT

5.25.1. Premises, Equipment and Maintenance

The TMC is located on the corner of Smartt and Richmond Streets, Goodwood, Cape Town, Western Cape, South Africa and currently consists of three floors hosting various transport, traffic and law enforcement agencies. The TIC premises are located on the 1st Floor of the TMC. Currently the TMC is not well served by public transport after hours.

Working space is provided rent free to the Service Provider. A full set of equipment (office furniture, computer hardware, etc.) is provided on page 36.

The CCT provides 24hour security for the TMC and access control is managed through fingerprint recognition software and closed circuit television as part of the TMC's Building Management System.

Ablution facilities are situated on every floor and are accessible to people with disabilities. These are serviced by and at the cost of the CCT. Lockers for safekeeping of personal items are provided in the TIC. Kitchen facilities are provided in the break-away area within the TIC.

The CCT provides cleaning and maintenance services for the TMC premises, including the TIC, and is responsible for the cost of routine repairs and maintenance of both the premises and the equipment supplied by the CCT.

The TMC may not have a cafeteria at all times but dispensing machines may be available.

5.25.2. UPS and Generator

The TMC has its own dedicated uninterrupted power supply (UPS) and 24-hour generator. The TIC is supported on this system and the equipment is provided to ensure that the service may continue uninterrupted although the centre may not be fully functional.

5.25.3. Internet and e-mail Facilities

Internet and e-mail facilities for service related communications will be provided by the CCT at no cost to the Service Provider. The CCT monitors the use of all electronic communications. The CCT's computers or communication tools are to be used for official business purposes only and shall not be utilised for personal or other business use.

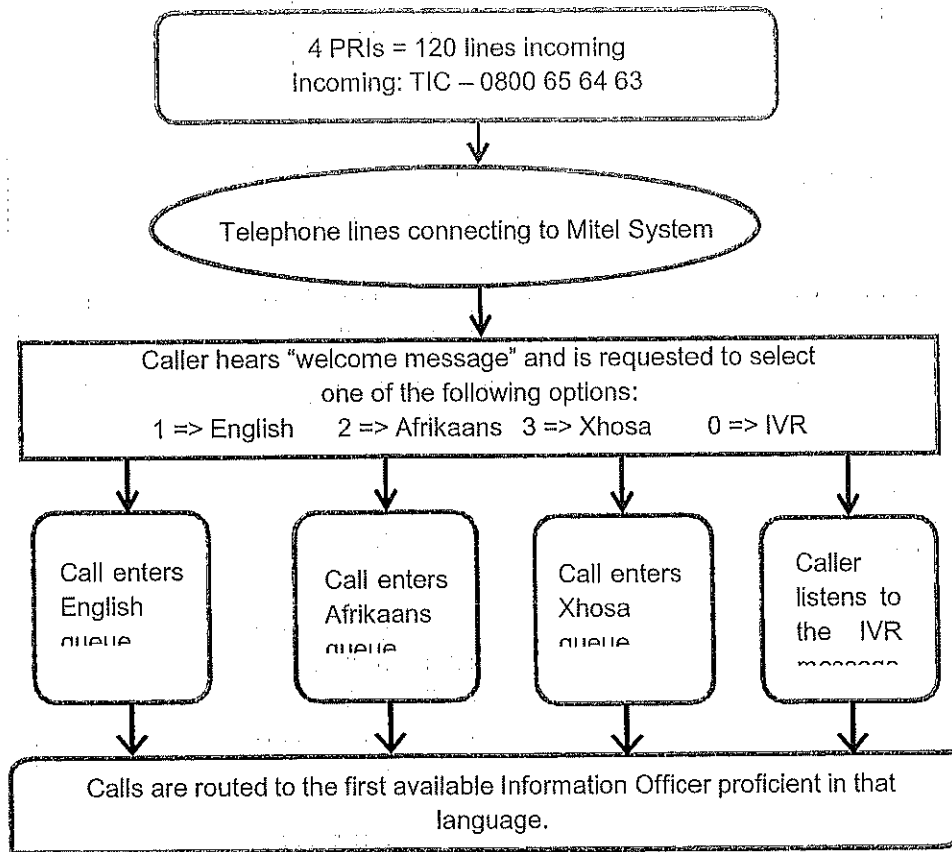
Everyone who is required to access the CCT's network will be given a unique user identity (user ID) and will be required to have their own password. The user ID and password form part of the control system that will provide the user with appropriate access to the TIC's computer systems and network resources. The sharing of user IDs is strictly forbidden.

A user ID holds the same value as a signature. All transactions performed utilizing a user ID will be deemed to have been performed by the registered user and that user will be held accountable for any transactions registered against that user ID.

5.25.4. Telephone Systems

The telephony system operational at the TIC (currently Mitel) is owned, managed and maintained by the CCT. The toll- free number is registered in the CCT's name and all telephone accounts (incoming and outgoing) are paid by the CCT. The telephone system is to be used for official business purposes only.

The telephony system consists of Primary Rate Interfaces (currently four PRIs) each able to accommodate 30 (thirty) calls simultaneously. Multiple numbers are running into the PRIs which connect to the Mitel System from where the caller selects a language queue before being placed in that queue. If no selection is made the call will automatically be diverted to the English queue. See flow below.



The service provider shall ensure that all TIC staff are trained should the Mitel telephone system be upgraded or new features be introduced.

5.25.5. Computer Systems

The CCT provides computer hardware and software at no cost to the Service Provider. The CCT uses the SAP package for recording feedback and an internally developed TIC software package to manage transport related information. The CCT provides computer hardware and software at no cost to the Service Provider. The CCT uses the SAP package for recording feedback, an internally developed TIC software package to manage transport related information and a Forcelink application for communication with certain internal and external service providers. Microsoft (MS) Office software is used for all e-mails generated and documents created at or for the TIC and stored on a dedicated shared library. Only authorised personnel may load software. No personal material (including music and videos) may be loaded on systems or computers at the TIC.

Computer users may not intercept or disclose – or assist in such attempts – any electronic communications. The CCT may monitor, intercept and examine e-mail messages, files on computers provided by the CCT, web browser cache files, web browser bookmarks, logs of web sites visited, computer system configurations and other information stored on or passing through the CCT's computers.

5.26. Training

The CCT may, from time to time, provide the Service Provider's staff the opportunity to attend internal training courses and/or allow participation in initiatives aimed at City staff in general.

5.27. Service Provider's Responsibilities Relating to TIC Premises, Equipment, Systems and Services

5.27.1. Premises, Equipment and Maintenance

The Service Provider shall use the CCT's premises and equipment as supplied in order to provide the services. In doing so the Service Provider shall comply with all City procedures at the TMC including compliance with security requirements. The Service Provider shall ensure that its staff present their identification documents together with the completed applications for access to the premises in person for security purposes and registration on the access control system.

The Service Provider shall also take due care while using or operating the premises and/or equipment and systems provided by the CCT. The CCT may request the Service Provider to arrange for routine cleaning of the furniture and equipment in the TIC. These expenses must be agreed and signed off by the Responsible Agent prior to incurring the cost and may be claimed from the CCT.

The Service Provider shall liaise directly with the Building Manager to report any faults such as lamps requiring replacement, leaks, broken windows and other general maintenance or repair requirements.

The Service Provider shall inform the CCT on the same day that it become aware of any damage to or malfunctioning of furniture and/or equipment. The Service Provider shall also liaise with the relevant departments to ensure the prompt repair and continued maintenance of all furniture and equipment.

The CCT has insured the furniture and equipment in the TIC and TMC. The Service Provider shall, however, be held liable for any loss and/or damage due to negligence and/or wilful damage on its part to either the property or equipment of the CCT. Any loss and/or damage shall be reported to the Responsible Agent without any delay.

The Service Provider will be jointly responsible with the CCT to ensure that all new or replacement equipment and infrastructure is received, installed and recorded in terms of the CCT's Asset Management policy.

The TMC is not well served by public transport after hours and the Service Provider is responsible to ensure that the service level is maintained regardless of this fact. During public transport strike action the Service Provider must make the necessary arrangements to ensure that their staff get to work.

5.27.2. UPS and Generator

Even though the TMC has its own dedicated uninterrupted power supply (UPS) and 24-hour generator the Service Provider shall, without delay, inform the Responsible Agent when a power failure occurs along with cause and expected duration.

5.27.3. Internet and e-mail facilities

The Service Provider shall ensure that all its staff adhere to the CCT's policies and procedures regarding internet and email usage and have in place a system of detecting and addressing abuse of these facilities.

Everyone who is required to access the CCT's network will be given a unique user identity (user ID) and will be required to have their own password. The user ID and password form part of the control system that will provide the user with appropriate access to the TIC's computer systems and network resources. The sharing of user IDs is strictly forbidden. The Service Provider shall take disciplinary action against any member of its staff who is found to be sharing a user ID. If a user suspects that someone else may know his/her user ID and password, the password shall be changed immediately.

A user ID holds the same value as a signature. All transactions performed utilizing a user ID will be deemed to have been performed by the registered user and that user will be held accountable for any transactions registered against that user ID.

Users shall maintain exclusive control of their personal password which shall be changed every 40 (forty) days. Such passwords may not be shared under any circumstance. Passwords shall not be stored in readable form in batch files, automatic logon scripts, software macros, terminal function keys, in computers without access controls, or in any other way or location where unauthorized persons might discover them.

5.27.4. Telephone Usage

In monitoring telephone usage, the Service Provider may draw reports from the Mitel system. Information Officers are not permitted to make outbound calls. The ability to make outbound calls is dependent on a PIN code and telephone usage shall be monitored by the CCT. The CCT will also monitor the telephone usage and should abuse of the telephone system occur the costs shall be recovered from the Service Provider.

5.27.5. Computer Systems and Software

The Information Systems and Technology (IS&T) Department of the CCT applies hardware and software standards in a managed environment. The IS&T Department will maintain the computer system hardware and telephony system together with the systems and application software and will apply the CCT's corporate hardware and software standards as part of the managed corporate environment. Although a Firewall will be in place, any alien software or hardware that is found within this system infrastructure shall be removed with immediate effect. The Service Provider shall be responsible for any consequences arising from such software being installed on the system.

The CCT provides computer hardware and software at no cost to the Service Provider. The CCT uses the SAP package for recording feedback, an internally developed TIC software package to manage transport related information and a Forcelink application for communication with certain internal and external service providers. MS Office software is used for all e-mails generated and documents created at or for the TIC and stored on a dedicated shared library. Only authorised personnel may load software. No personal material (including music and videos) may be loaded on systems or computers at the TIC.

Computer users may not intercept or disclose – or assist in such attempts – any electronic communications. The CCT may monitor, intercept and examine e-mail messages, files on computers provided by the CCT, web browser cache files, web browser bookmarks, logs of web sites visited, computer system configurations and other information stored on or passing through the CCT's computers.

The Service Provider shall take disciplinary action should prohibited material be found.

5.28. Training

All staff of the Service Provider are required to have a basic understanding of SAP and be proficient in MS Outlook, Word and Excel.

The CCT will, in conjunction with the Service Provider, arrange training in the usage of the existing TIC software and subject content, as described in Clauses 5.1.2 and 5.2, prior to the commencement of the Contract. It is recommended that the Service Provider allows sufficient time for training of all staff prior to the commencement of the Contract. The Service Provider shall ensure that staff attend training at the TMC in Goodwood at a time agreed to by the CCT. Training

The CCT may also, in conjunction with the Service Provider, arrange training of a selected number of staff in any new software packages or systems developed or rolled out by the CCT after commencement of the Contract. These accredited trainers will be required to train the remaining staff at the Service Provider's cost.

The Service Provider shall ensure that all staff providing communication support to the general public and/or visitors to Cape Town are proficient in the use of the software from the commencement date of the Contract.

The Service Provider shall arrange for additional training, including new staff members and refresher courses, if required, at own cost.

While the CCT may offer free internal training courses and/or allow participation in initiatives aimed at City staff in general, the Service Provider may be required to carry staff costs associated with such training and/or participation.

5.29. Languages

Staff on all shifts shall be able to respond to calls and provide information in all three languages. The Service Provider shall ensure that all staff are fluent in English and allow for sufficient Information and Communication Officers fluent in Xhosa and/or Afrikaans to meet any demand for these languages.

The Service Provider shall ensure that, for each of the specified languages (English, Afrikaans and Xhosa) the required

levels of service are individually met (i.e. 80% of calls in any language is answered within 15 seconds).

The Responsible Agent may at any time access voice and screen recordings to do an independent assessment in terms of language proficiency, clarity and audibility.

The language profile (based on a normal day) is:

Language Selection	Percentage
English	80
Afrikaans	13
Xhosa	7

5.30. Stationery and Consumables

The Service Provider shall be responsible for all stationery and printing consumable requirements including ink cartridges for the printers and fax/copier, paper, pens, etc. but excluding server back-up tapes. Print, fax and copy consumables shall comply with equipment specifications and shall be original manufacturer compliant. Currently the following printers are being used in the TIC: -

- Lexmark C544
- Lexmark MS610D
- Lexmark X466DE
- Lexmark X862DE

5.31. Refreshments

The Service Provider shall be responsible for the provision of all their staff refreshments at the TIC. This shall include cutlery and crockery and the Service Provider shall ensure that the breakaway area is kept clean and tidy.

The Service Provider shall ensure that no food or drink is kept or consumed at any of the Information Officers' workstations.

5.32. Quality, Safety, Health and Environment**5.32.1. Quality Management System**

- a) The Service Provider shall have a recognised Quality Management System (QMS) in place evidenced by a relevant ISO9001 accreditation certificate, issued by an independent ISO registered assessor and attached to Schedule 16E. Such accreditation shall remain valid for the contract period.
- b) The CCT must have unrestricted direct access to the QMS which must be available to the CCT in real time. The Service Provider shall submit their monthly QMS report to the CCT by no later than the 10th of the following month.
- c) The CCT will, on a monthly basis, conduct its own assessment of the Service Provider's performance based on the Service Levels and the QMS report.
- d) The CCT may appoint an independent firm to conduct satisfaction and performance audits. The rating system for performance and customer satisfaction will be determined by the independent firm and will be based on current and international best practices for the assessment and benchmarking of operator performance and customer satisfaction. The minimum score in the

performance audit and customer satisfaction index shall be 80% (equivalent to a "very good to excellent" rating in relation to call centre industry norms).

5.32.2. Occupational Health and Safety

- a) The Service Provider shall comply with the provisions of the Occupation, Health and Safety Act as it pertains to 24/7 office based operations.
- b) The Service Provider shall formulate an appropriate health and safety plan to include in Schedule 16D.
- c) The Service Provider shall nominate a representative to serve on the TMC's Occupational, Health and Safety committee.

5.33. Restrictions/Obligations

The following restrictions shall be observed by the Service Provider for the duration of the Contract:

5.34. Operational confidentiality

The Service Provider shall ensure that no person in the core operations area of the TIC has any form of recording device (camera, video recorder, voice recorder, cell phone, laptop, iPad, etc.), radio or music play-back device (iPod, MP3 player, etc.) on their person or at their workstation. Provision for safekeeping of such personal devices is provided in the form of individual lockers; however, the CCT takes no responsibility for any damage or loss of items stored in these lockers. An initial set of keys for each locker will be provided by the CCT. Replacement of such keys or the opening of any locker for which the keys have been lost, is for the account of the Service Provider. A full set of keys for all lockers shall be returned to the CCT upon completion of the Contract.

5.35. Conflict of Interest

No person involved with and/or employed at the TIC shall have any business and/or family connection(s) to any company, entity or individual providing any form of transport to the general public or visitors to Cape Town.

5.36. Other Business/Commercial Activity

Neither the Service Provider nor any of its employees may undertake any other business or commercial activity from the premises and/or using the equipment and/or systems provided by the CCT without the prior agreement of and written approval from the CCT.

5.37. Neutrality/Impartiality with respect to Public Transport Operators

The primary purpose of this Contract is for the appointed Service Provider to provide information received from Public Transport Operators and sections within the Transport Directorate to citizens of and visitors to Cape Town.

In this regard the Service Provider shall:

5.37.1. GABS

Refer all matters/feedback/enquiries for any of the other services offered by GABS to the designated contact person within GABS and shall not solicit any business with or on behalf of GABS.

5.37.2. Metrorail

Refer all matters/feedback/enquiries for any of the other services offered by Cape Metrorail to the relevant contact number at Metrorail and will not solicit any business other than what is agreed to in this document with reference to the business of Metrorail.

5.37.3. MyCiTi

Refer all matters/feedback/enquiries for any of the other services offered by MyCiTi to the designated contact person/s and shall not solicit any business with or on behalf of MyCiTi or its service providers.

5.37.4. General

- a) Not make public, distribute or sell any information collected through the TIC to any party, including the media, unless prior written approval has been obtained from the relevant authority to do so.
- b) Treat all current and future Public Transport Operators, operating within the CCT boundaries, equally.

5.38. Media

No staff member may express a personal opinion while performing their duties and functions. While off duty no staff member may provide information or publicly express a personal opinion on the operations at the TIC, CCT or any Public Transport Operator. (Refer to section 4.4 of the Government Communication Policy, 2018)

5.39. Newspapers

The Service Provider shall submit and maintain a standard operating procedure ensuring that all questions and requests for information/comment received from the print media is forwarded to the CCT Media Office or relevant Public Transport Operator's media spokesperson without delay. The Service Provider shall report all such incidents to the Responsible Agent without delay.

5.40. Radio

The Service Provider shall submit and maintain a standard operating procedure ensuring that all questions and requests for information/comment received by Information Officers from radio stations is immediately referred to the most senior staff member on duty. That staff member will assess whether the enquiry relates to the general transport information provided by the TIC in which case the standard information will be provided without delay. Should the initiator request an interpretation/opinion he/she must be referred to the CCT Media Office or relevant Public Transport Operator's media spokesperson without delay and without providing comment. The Service Provider shall report all such incidents to the Responsible Agent without delay.

5.41. Additional Services

During the contract period the Service Provider may be required to undertake additional services at the request of the CCT. The provision of any such services shall be subject to prior agreement and written confirmation between the CCT and the Service Provider as to the scope and scale of such services and the costs and remuneration for said services.

5.42. Promoting the TIC

The CCT will promote the services available through the TIC and the Service Provider is expected to support any such campaigns. The Service Provider shall inform the Responsible Agent of any suitable promotional opportunities it may become aware of. As the TIC is a City service any and all promotion shall be approved by the Responsible Agent.

5.43. Contract Period, Commencement Date and Time

The current contract expires on 30 June 2020. This tender is for a contract period of 8 (eight) years and services will commence at 00:00 on 1 July 2020 or a date thereafter as soon as the tender process has been concluded.

5.44. TRADE NAMES OR PROPRIETARY PRODUCTS

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

All descriptions or clauses where trade names or proprietary products are specified herein, are deemed to include the phrase "or equivalent."

5.45. EMPLOYMENT OF SECURITY PERSONNEL

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

5.46. FORMS FOR CONTRACT ADMINISTRATION

The supplier shall complete, sign and submit with each invoice, the following:

- a) Monthly Project Labour Report (**Annex 3**).
- b) B-BBEE Sub-Contract Expenditure Report (**Annex 4**).
- c) Joint Venture Expenditure Report (**Annex 5**).

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT's Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT's Agent.

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.

The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the supplier's compliance with the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's/consortium/partnership compliance with the percentage contributions of the partners as tendered, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.

A. Example of Call Volumes on a Normal Week Day

Report: Queue Group Performance by Period													
18/01/2019 - 18/01/2019 - 00:00 - 24:00													
Created on 11/04/2019 15:13:26 by I													
Site City of Cape Town													
Activity period	ACD calls offered	ACD calls handled	Calls abandoned (short)	Calls abandoned (long)	Average speed of answer (hh:mm:ss)	Average delay of abandon (hh:mm:ss)	Average delay to (hh:mm:ss)	Average delay to interflow (hh:mm:ss)	ACD handling time (hh:mm:ss)	Average ACD handling time (hh:mm:ss)	Abandon %	Service level %	Answer %
00:00	17	17	0	0	00:00:04	00:00:00	00:00:00	00:00:00	00:13:36	00:00:48	0.0%	100.0%	100.0%
01:00	4	4	0	0	00:00:05	00:00:00	00:00:00	00:00:00	00:05:19	00:01:20	0.0%	100.0%	100.0%
02:00	3	3	0	0	00:00:06	00:00:00	00:00:00	00:00:00	00:07:03	00:02:21	0.0%	100.0%	100.0%
03:00	5	5	0	0	00:00:06	00:00:00	00:00:00	00:00:00	00:07:29	00:01:30	0.0%	100.0%	100.0%
04:00	25	25	0	0	00:00:05	00:00:00	00:00:00	00:00:00	00:38:22	00:01:32	0.0%	100.0%	100.0%
05:00	132	132	2	0	00:00:05	00:00:00	00:00:00	00:00:00	02:40:30	00:01:13	0.0%	99.2%	100.0%
06:00	253	253	2	0	00:00:05	00:00:00	00:00:00	00:00:00	04:55:39	00:01:10	0.0%	98.8%	100.0%
07:00	341	340	5	0	00:00:06	00:00:00	00:00:00	00:00:06	08:12:27	00:01:27	0.0%	97.4%	99.7%
08:00	466	460	10	6	00:00:09	00:00:40	00:00:00	00:00:00	11:49:23	00:01:33	1.3%	81.5%	98.7%
09:00	472	468	3	3	00:00:09	00:00:25	00:00:06	00:00:06	11:25:25	00:01:28	0.6%	85.4%	99.2%
10:00	474	460	9	13	00:00:09	00:01:24	00:00:06	00:00:06	10:28:46	00:01:22	2.7%	82.3%	97.0%
11:00	514	462	14	51	00:00:28	00:00:41	00:00:06	00:00:06	11:24:37	00:01:29	9.9%	37.5%	89.9%
12:00	543	542	2	0	00:00:06	00:00:00	00:00:06	00:00:06	12:06:21	00:01:20	0.0%	93.6%	99.8%
13:00	596	540	19	56	00:00:26	00:00:39	00:00:00	00:00:00	13:24:00	00:01:29	9.4%	32.7%	90.6%
14:00	594	583	13	11	00:00:11	00:00:32	00:00:00	00:00:00	12:27:19	00:01:17	1.9%	73.1%	98.1%
15:00	574	552	5	22	00:00:16	00:00:34	00:00:00	00:00:00	14:16:24	00:01:33	3.8%	60.6%	96.2%
16:00	479	477	8	2	00:00:08	00:00:34	00:00:00	00:00:00	11:03:03	00:01:23	0.4%	88.1%	99.6%
17:00	470	468	6	2	00:00:06	00:00:07	00:00:00	00:00:00	10:40:09	00:01:22	0.4%	99.4%	99.6%
18:00	333	317	4	16	00:00:14	00:00:38	00:00:00	00:00:00	09:08:41	00:01:44	4.8%	72.1%	95.2%
19:00	283	256	3	27	00:00:22	00:00:42	00:00:00	00:00:00	07:29:21	00:01:45	9.5%	51.2%	90.5%
20:00	192	188	1	4	00:00:14	00:00:51	00:00:00	00:00:00	05:35:48	00:01:47	2.1%	75.5%	97.9%
21:00	192	185	3	7	00:00:14	00:01:00	00:00:00	00:00:00	05:17:37	00:01:43	3.6%	75.5%	96.4%
22:00	102	102	0	0	00:00:06	00:00:00	00:00:00	00:00:00	02:34:24	00:01:31	0.0%	99.0%	100.0%
23:00	39	39	0	0	00:00:06	00:00:00	00:00:00	00:00:00	00:53:56	00:01:23	0.0%	100.0%	100.0%

B. Example of Call Volumes on a Normal Weekend Day

Report: Queue Group Performance by Period											
Site City of Cape Town											
16/03/2019 - 16/03/2019 - 00:00 - 24:00											
Created on 11/04/2019 15:14:07 by ..											
Activity period	ACD calls offered	ACD calls handled	Calls abandoned (short)	Calls abandoned (long)	Average speed of answer (hh:mm:ss)	Average delay to abandon (hh:mm:ss)	Average delay to interflow (hh:mm:ss)	ACD handling time (hh:mm:ss)	Abandon %	Service level %	Answer %
00:00	23	23	0	0	00:00:05	00:00:00	00:00:00	00:44:32	0.0%	100.0%	100.0%
01:00	11	11	0	0	00:00:05	00:00:00	00:00:00	00:15:51	0.0%	100.0%	100.0%
02:00	3	3	0	0	00:00:06	00:00:00	00:00:00	00:04:36	0.0%	100.0%	100.0%
03:00	9	9	0	0	00:00:06	00:00:00	00:00:00	00:18:40	0.0%	100.0%	100.0%
04:00	65	64	1	0	00:00:06	00:00:00	00:00:17	01:38:59	0.0%	96.9%	98.5%
05:00	274	272	1	1	00:00:07	00:00:33	00:00:06	05:28:06	0.4%	92.3%	99.3%
06:00	622	492	7	130	00:00:34	00:00:48	00:00:00	09:16:12	20.9%	29.6%	79.1%
07:00	720	679	10	41	00:00:15	00:00:44	00:00:00	13:21:14	5.7%	71.4%	94.3%
08:00	643	643	6	0	00:00:05	00:00:00	00:00:00	13:37:24	0.0%	97.7%	100.0%
09:00	692	690	6	0	00:00:06	00:00:00	00:00:06	14:19:33	0.0%	94.5%	99.7%
10:00	624	620	4	4	00:00:06	00:00:27	00:00:00	12:12:20	0.6%	94.2%	99.4%
11:00	683	679	12	0	00:00:05	00:00:00	00:00:17	13:52:10	0.0%	98.1%	99.4%
12:00	696	695	4	1	00:00:06	00:00:15	00:00:00	12:22:35	0.1%	96.1%	99.9%
13:00	710	709	8	1	00:00:09	00:00:24	00:00:00	14:46:41	0.1%	81.8%	99.9%
14:00	665	664	6	0	00:00:05	00:00:00	00:00:16	13:08:19	0.0%	98.5%	99.8%
15:00	601	600	8	1	00:00:05	00:00:16	00:00:00	12:12:34	0.2%	97.3%	99.8%
16:00	605	604	6	1	00:00:05	00:00:20	00:00:00	11:34:16	0.2%	96.7%	99.8%
17:00	551	551	2	0	00:00:05	00:00:00	00:00:00	11:42:14	0.0%	99.8%	100.0%
18:00	418	376	15	42	00:00:22	00:00:43	00:00:00	07:44:36	10.0%	55.3%	90.0%
19:00	246	240	1	6	00:00:13	00:00:50	00:00:00	05:04:44	2.4%	74.0%	97.6%
20:00	135	135	2	0	00:00:08	00:00:00	00:00:00	03:06:41	0.0%	91.1%	100.0%
21:00	107	107	6	0	00:00:06	00:00:00	00:00:00	02:24:50	0.0%	99.1%	100.0%
22:00	66	66	2	0	00:00:06	00:00:00	00:00:00	01:28:26	0.0%	100.0%	100.0%
23:00	37	37	0	0	00:00:06	00:00:00	00:00:00	00:39:29	0.0%	97.3%	100.0%

C. Example of Call Volumes on a Public Holiday

Report: Queue Group Performance by Period												
Site City of Cape Town												
09/08/2018 - 09/08/2018 - 00:00 - 24:00												
Created on 11/04/2019 15:11:45 by												
Activity period	ACD calls offered	ACD calls handled	Calls abandoned (short)	Calls abandoned (long)	Average speed of answer (hh:mm:ss)	Average delay to abandon (hh:mm:ss)	Average delay to interflow (hh:mm:ss)	ACD handling time (hh:mm:ss)	Average ACD handling time (hh:mm:ss)	Abandon %	Service level %	Answer %
00:00	16	16	0	0	00:00:06	00:00:00	00:00:00	00:18:08	00:01:08	0.0%	100.0%	100.0%
01:00	5	5	0	0	00:00:06	00:00:00	00:00:00	00:08:20	00:01:40	0.0%	100.0%	100.0%
02:00	7	7	0	0	00:00:07	00:00:00	00:00:00	00:11:26	00:01:38	0.0%	100.0%	100.0%
03:00	19	19	0	0	00:00:06	00:00:00	00:00:00	00:52:12	00:02:45	0.0%	100.0%	100.0%
04:00	134	134	2	0	00:00:06	00:00:00	00:00:00	02:08:07	00:00:57	0.0%	98.5%	100.0%
05:00	491	430	10	61	00:00:24	00:00:46	00:00:00	06:52:51	00:00:58	12.4%	46.8%	87.6%
06:00	1194	516	41	678	00:01:26	00:00:52	00:00:00	08:54:57	00:01:02	56.8%	0.3%	43.2%
07:00	1023	890	32	133	00:00:26	00:00:46	00:00:00	16:37:03	00:01:07	13.0%	36.4%	87.0%
08:00	738	737	7	1	00:00:08	00:00:18	00:00:00	14:26:20	00:01:11	0.1%	87.5%	99.9%
09:00	716	716	5	0	00:00:05	00:00:00	00:00:00	12:49:52	00:01:05	0.0%	98.3%	100.0%
10:00	696	693	3	3	00:00:08	00:00:17	00:00:00	12:54:48	00:01:07	0.4%	87.2%	99.6%
11:00	636	635	7	1	00:00:09	00:00:24	00:00:00	12:08:54	00:01:09	0.2%	81.3%	99.8%
12:00	825	739	17	86	00:00:25	00:00:39	00:00:00	14:21:32	00:01:10	10.4%	34.2%	89.6%
13:00	942	739	35	201	00:00:41	00:00:40	00:00:06	14:34:35	00:01:11	21.3%	14.0%	78.5%
14:00	896	824	28	72	00:00:23	00:00:36	00:00:00	15:39:26	00:01:08	8.0%	40.8%	92.0%
15:00	891	868	14	23	00:00:15	00:00:29	00:00:00	16:19:53	00:01:08	2.6%	59.9%	97.4%
16:00	809	798	16	10	00:00:12	00:00:27	00:00:06	15:08:07	00:01:08	1.2%	71.7%	98.6%
17:00	642	642	7	0	00:00:06	00:00:00	00:00:00	12:34:37	00:01:11	0.0%	96.3%	100.0%
18:00	417	345	26	72	00:00:32	00:00:41	00:00:00	07:58:15	00:01:23	17.3%	32.1%	82.7%
19:00	201	201	1	0	00:00:05	00:00:00	00:00:00	04:49:06	00:01:26	0.0%	97.0%	100.0%
20:00	137	136	1	1	00:00:06	00:00:17	00:00:00	03:33:36	00:01:34	0.7%	94.2%	99.3%
21:00	81	81	0	0	00:00:05	00:00:00	00:00:00	03:00:50	00:02:14	0.0%	100.0%	100.0%
22:00	36	36	0	0	00:00:06	00:00:00	00:00:00	00:54:53	00:01:31	0.0%	97.2%	100.0%
23:00	28	28	0	0	00:00:05	00:00:00	00:00:00	00:40:59	00:01:28	0.0%	100.0%	100.0%

D. Example of Call Volumes on a Public Holiday with planned Incident/Event

Site City of Cape Town

Report: Queue Group Performance by Period

21/03/2019 - 21/03/2019 - 00:00 - 24:00

Created on 11/04/2019 15:09:44 by

Activity period	ACD calls offered	ACD calls handled	Calls abandoned (short)	Calls abandoned (long)	Average speed of answer (hh:mm:ss)	Average delay to abandon (hh:mm:ss)	Average delay to interflow (hh:mm:ss)	ACD handling time (hh:mm:ss)	Abandon %	Service level %	Answer %
00:00	18	18	0	0	00:00:05	00:00:00	00:00:00	00:28:53	0.0%	100.0%	100.0%
01:00	8	8	0	0	00:00:05	00:00:00	00:00:00	00:08:27	0.0%	100.0%	100.0%
02:00	3	3	0	0	00:00:06	00:00:00	00:00:00	00:06:08	0.0%	100.0%	100.0%
03:00	15	15	0	0	00:00:06	00:00:00	00:00:00	00:24:52	0.0%	100.0%	100.0%
04:00	129	128	2	0	00:00:05	00:00:00	00:00:17	02:16:10	0.0%	97.7%	99.2%
05:00	607	457	24	150	00:00:46	00:00:58	00:00:00	08:11:53	24.7%	26.7%	75.3%
06:00	1407	453	58	954	00:02:30	00:01:13	00:00:00	09:23:35	67.8%	0.3%	32.2%
07:00	1445	965	48	480	00:01:03	00:00:53	00:00:00	19:56:00	33.2%	0.8%	66.8%
08:00	1047	834	33	210	00:00:41	00:00:47	00:00:06	17:05:02	20.1%	12.0%	79.7%
09:00	948	810	21	132	00:00:31	00:00:45	00:00:06	16:23:23	13.9%	34.2%	85.4%
10:00	805	761	13	43	00:00:24	00:00:39	00:00:06	14:35:51	5.3%	37.0%	94.5%
11:00	783	723	12	58	00:00:23	00:00:40	00:00:06	14:15:38	7.4%	41.0%	92.3%
12:00	946	761	35	183	00:00:44	00:00:41	00:00:06	14:39:30	19.3%	9.3%	80.4%
13:00	1209	722	44	486	00:01:14	00:00:51	00:00:11	14:55:40	40.2%	0.2%	59.7%
14:00	1295	724	38	569	00:01:19	00:00:52	00:00:06	15:43:09	43.9%	0.8%	55.9%
15:00	1164	775	42	388	00:01:10	00:00:53	00:00:06	15:37:46	33.3%	1.1%	66.6%
16:00	1039	761	41	278	00:00:56	00:00:49	00:00:00	15:47:38	26.8%	1.6%	73.2%
17:00	739	669	20	67	00:00:26	00:00:37	00:00:06	14:56:39	9.1%	39.8%	90.5%
18:00	525	321	19	204	00:01:16	00:01:04	00:00:00	07:14:27	38.9%	9.3%	61.1%
19:00	285	248	10	37	00:00:29	00:00:49	00:00:00	05:40:43	13.0%	43.9%	87.0%
20:00	135	135	3	0	00:00:06	00:00:00	00:00:00	03:24:33	0.0%	98.5%	100.0%
21:00	100	98	4	2	00:00:06	00:00:40	00:00:00	02:47:43	2.0%	98.0%	98.0%
22:00	72	72	0	0	00:00:05	00:00:00	00:00:00	01:58:27	0.0%	100.0%	100.0%
23:00	26	25	0	0	00:00:06	00:00:00	00:00:16	01:00:09	0.0%	92.3%	96.2%

E. Accommodation Schedule: Transport Information Centre (TIC)

Room nr	Area Description	Physical Location			Seating		Desktop (PC)				Laptop	Print /Fax/ Copy/ Scan	Network Printer	Binder	Data/ DSTV Monitor	Telephone/Intercom			Conference Table	Free standing desk /table	Drawer/ Cabinet	Shelving and lock boxes	Micro-wave	Pictures /Mirror		
		Floor	Type	m²	Parking	Work Station	Visitor	Tower	Screen	Key-board						Mouse	Hand-sets	Head-sets							Reception	
G.06	Secretary / Reception	Ground	Open plan	30		2		2	2	2	2						1			1						
1.4	Secretary / Reception	1st	Open plan	10		1	3	1	1	1	1		1				1			1				3		
1.8	Store room	1st	Enclosed	5.8																						
1.13	Kitchen / Breakaway	1st	Enclosed	44.7		12									1					4			1	2		
1.14	Training Room	1st	Enclosed			16		16	22	16	16				1				11	1						
1.27	Customer Services	1st	Office	50.7	1	4		17	17	17	4	13	1	1	1	3	3		1	1	6		1			
1.25, 1.26	CSD MyCiti	1st	Office	16.2	1	2	3		2	2	2	2				1			2	2	2					
1.28, 1.29, 1.30	Quality Assessor	1st	Office		1	3	2	2	2	2	3	1							3	3						
1.1	TIC Manager	1st	Office	18.9	1	1	2	1	2	1	1			1		1			1	1	1	0	1			
1.9	IT Technical Support	1st	Office	16.1	1	1	1		2	1	2	2		1	1	8	3		2	1						
1.15	Supervisor: Human Resources	1st	Office	13.6	1	1	2	1	1	1	1			1		1			1	1						
1.16	Supervisor: Information Centre	1st	Office	13.6	1	1	2		1	1	1	1				1			1	1						
1.17	Conference Room	1st	Enclosed	32.2		11		1	1	1	1				1			1	1	1						
	Supervisor's platform	1st	Open plan	21.6		4		4	4	4	4					5	4									
	Information Officials	1st	Open plan	234		42		42	42	42	42				2	42	0					62		4		
1 st floor- Control room	Social Media	1st	Open plan					1	1	1	1	4				1										
		TOTALS		507	7	101	15	88	100	92	81	23	2	4	1	7	55	10	2	3	28	17	53	3	2	8

(6) CONDITIONS OF TENDER**6.1 General****6.1.1 Actions**

6.1.1.1 The City of Cape Town (CCT) and each tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations.

The parties agree that this tender and its acceptance shall also be subject to the terms and conditions contained in the CCT's Supply Chain Management Policy ('SCM Policy').

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it.

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

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

6.1.2 Interpretation

6.1.2.1 The additional requirements contained in the returnable documents are part of these Conditions of Tender.

6.1.2.2 These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender.

6.1.3 Communication during tender process

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

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

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

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received; or
- (d) there is a material irregularity in the tender process.

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

6.1.5 Procurement procedures**6.1.5.1 General**

Unless otherwise stated in the tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.

6.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

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

6.1.6.1 Disputes, objections, complaints and queries

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

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

6.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i. Must be in writing
 - ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant's rights were affected by the decision;
 - iv. It must state the remedy sought; and
 - v. It must be accompanied with a copy of the notification advising the person of the decision

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

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

6.1.6.4 All requests referring to sub clauses 6.1.6.1 and 6.1.6.2 must be submitted in writing to:

The City Manager - C/o the Manager: Statutory Compliance Unit, Legal Services Department, Corporate Services and Compliance Directorate

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

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

Via fax at: ()

Via email at: statutory@cityofcape.gov.za

6.1.6.5 All requests referring to clause 6.1.6.3 regarding access to information or reasons must be submitted in writing to:

The City Manager - C/o the Manager: Statutory Compliance Unit, Legal Services Department, Corporate Services and Compliance Directorate

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

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

Via fax at: ()

Via email at: statutory@cityofcape.gov.za

6.1.7 City of Cape Town Supplier Database Registration

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

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the City of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

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

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

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

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

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

6.2 Tenderer's obligations

6.2.1 Responsiveness Criteria

6.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.

6.2.1.1.1 Submit a tender offer

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

6.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

- a) Full name of tendering entity to be provided;
- b) Identification number or company or other registration number to be provided;
- c) Tax reference number to be provided;
- d) VAT registration number (if any) to be provided;
- e) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule to be completed);
- f) A copy of the partnership / joint venture / consortium agreement to be provided.
- g) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- h) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practices that renders the tender non-responsive (applicable schedules to be completed);
- i) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,

- k) The tenderer's tax matters with SARS are in order;
- l) The tenderer is not an advisor or consultant contracted with the CCT,
- m) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee.

6.2.1.1.3 Compulsory clarification meeting

Only those tenders submitted by tenderers who attended the compulsory clarification meeting at the venue and on the date and time as stated in the General Tender Information will be declared responsive.

6.2.1.1.4 Minimum score for functionality

Not applicable to this tender

6.2.1.1.4 Local production and content

Not Applicable for this tender.

6.2.1.1.5 Pre-qualification criteria for preferential procurement

Not applicable to this tender.

6.2.2 Cost of tendering

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

6.2.3 Check documents

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

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

6.2.4 Confidentiality and copyright of documents

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

6.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

6.2.6 Acknowledge and comply with notices

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

6.2.7 Clarification meeting

Attend a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information.

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

6.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information, where possible.

6.2.9 Pricing the tender offer

6.2.9.1 Comply with all pricing instructions as stated on the Price Schedule.

6.2.10 Alterations to documents

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

6.2.11 Alternative tender offers

6.2.11.1 Unless otherwise stated in the tender conditions submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted.

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

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

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

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

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

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

6.2.11.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender conditions or criteria otherwise acceptable to the CCT.

6.2.12 Submitting a tender offer

6.2.12.1 Submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract conditions and described in the specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Returnable Schedules duly completed and signed will be declared responsive.

6.2.12.2 Return the entire document to the CCT after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

6.2.12.3 Submit the parts of the tender offer communicated on paper as an original with an English translation for any part of the tender submission not made in English

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

6.2.12.5 Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information, as well as the tenderer's name and contact address.

6.2.12.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information.

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

6.2.12.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the tender conditions.

6.2.12.9 By signing the offer part of the Form of Offer (**Section 2, Part A**) the tenderer warrants that all information provided in the tender submission is true and correct.

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

6.2.12.12 The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the returnable schedule titled **List of Other Documents Attached by Tenderer**.

6.2.13 Information and data to be completed in all respects

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

6.2.14 Closing time

6.2.14.1 Ensure that the CCT receives the tender offer at the address specified in the General Tender Information prior to the closing time stated on the front page of the tender document.

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

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

6.2.15 Tender offer validity and withdrawal of tenders

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

6.2.15.2 Notwithstanding the period stated above, the tender shall be deemed to remain valid, irrevocable and open for acceptance until formal acceptance by the CCT at any time after the expiry of the original validity period, unless the CCT is notified in writing of anything to the contrary (including any further conditions) by the tenderer. Any further conditions introduced by the supplier will be considered at the sole discretion of the CCT.

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

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

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

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

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

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

6.2.17 Provide other material

6.2.17.1 Provide, on request by the CCT, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CCT for the purpose of the evaluation of the tender. Should the

tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CCT's request, the CCT may regard the tender offer as non-responsive.

6.2.17.2 Provide, on written request by the CCT, where the transaction value inclusive of VAT exceeds R 10 million:

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

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

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

6.2.18 Samples, Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender conditions or specifications.

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

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

6.2.19 Certificates

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

6.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practice as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practice. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes of Good Practice (Generic Scorecard)** unless in possession of a valid sector certificate.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

6.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** page of the tender submission.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

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

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

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

6.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the CCT to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the CCT's Supply Chain Management Policy.

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

6.3 The CCT's undertakings

6.3.1 Respond to requests from the tenderer

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

6.3.1.2 The CCT's representative for the purpose of this tender is stated on the General Tender Information page.

6.3.2 Issue Notices

If necessary, issue notices that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week (where possible) before the tender closing time stated on the front page of the tender document. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CCT may grant such extension and, shall then notify all tenderers who drew documents.

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

6.3.3 Opening of tender submissions

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

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

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

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

6.3.3.4 Make available the pricing schedules upon written request.

6.3.4 Two-envelope system

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

6.3.4.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the tender conditions, and announce the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

6.3.5 Non-disclosure

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

6.3.6 Grounds for rejection and disqualification

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

6.3.7 Test for responsiveness

6.3.7.1 Appoint an evaluation panel and determine, after opening and before detailed evaluation, whether each tender offer properly received:

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

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

- a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications, or
- b) significantly change the CCT's or the tenderer's risks and responsibilities under the contract

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

6.3.8 Arithmetical errors, omissions and discrepancies

6.3.8.1 Check the responsive tenders for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the Price Schedule; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in the Price Schedule; or
 - ii) the summation of the prices; or
 - iii) calculation of individual rates.

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

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

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

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

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

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

6.3.9 Clarification of a tender offer

The CCT may, after the closing date, request additional information or clarification from tenderers, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer.

6.3.10 Evaluation of tender offers

6.3.10.1 General

6.3.10.1.1 Reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender conditions.

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

- a. If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages.
- b. If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year one.
- c. If the selected method is based on a formula, indices, coefficients, etc. that varies between bidders, comparative prices would be determined over the entire contract period based on published indices relevant during the 12 months prior to the closing date of tenders.
- d. If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CCT will check all quoted rates against those supplied by its own bank).
- e. If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
- f. If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).

6.3.10.2 Decimal places

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

6.3.10.3 Scoring of tenders (price and preference)

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

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

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

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

6.3.10.3.4 Applicable formula:

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

Price shall be scored as follows:

$$Ps = 90 \times \left(1 - \frac{(Pt - Pmin)}{Pmin}\right)$$

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

Preference points shall be scored as follows:

Points will be awarded to tenderers who are eligible for preferences in respect of the B-BBEE level of contributor attained in terms of **Preference Schedule**.

A maximum of 10 tender adjudication points will be awarded for preference to tenderers with responsive tenders who are eligible for such preference, in accordance with the criteria listed below.

Up to 10 adjudication points (Np) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

**A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor.*

or, in respect of Exempted Micro Enterprises (EMEs):

Black Ownership of EME	Deemed Status Contributor	B-BBEE Level of Contributor	Number of Points for Preference
less than 51%	4		5
at least 51% but less than 100%	2		9
100%	1		10

or, in respect of Qualifying Small Enterprises (QSEs):

Black Ownership of QSE	Deemed Status Contributor	B-BBEE Level of	Number of Points for Preference
at least 51% but less than 100%	2		9
100%	1		10

The total number of adjudication points (N_T) shall be calculated as follows:

$$N_T = P_s + N_p$$

Where: P_s is the number of points scored for price;

N_p is the number of points scored for preference.

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

6.3.10.5 Risk Analysis

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

- reasonableness of the financial offer
- reasonableness of unit rates and prices
- the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the CCT reserves the right to consider a tenderer's existing contracts with the CCT in this regard.

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

6.3.11 Negotiations with preferred tenderers

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

- does not allow any preferred tenderer a second or unfair opportunity;
- is not to the detriment of any other tenderer; and
- does not lead to a higher price than the tender as submitted.

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

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

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers. In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

6.3.12 Acceptance of tender offer

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

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

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

6.3.12.3 Accept the tender offer, only if in the opinion of the CCT, the tenderer:

- a) can demonstrate that it has the necessary resources and skills to fulfil its obligations in terms of the tender document,
- b) does not pose any material risk to the CCT,
- c) is not currently a supplier to whom notice has been served regarding abuse of the supply chain management system.

6.3.13 Prepare contract documents

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

- a) notices issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the CCT and the successful tenderer.

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

6.3.14 Notice to successful and unsuccessful tenderers

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

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

6.3.15 Provide written reasons for actions taken

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

(7) SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract, referring to the National Treasury – Conditions of Contract (revised July 2010), are applicable to this Contract:

1. Definitions

Delete Clause 1.15 and substitute with the following

- 1.15 The word 'Goods' is to be replaced everywhere it occurs in the GCC with the phrase 'Goods and / or Services' which means all of the equipment, machinery, materials, services, products, consumables, etc. that the supplier is required to deliver to the purchaser under the contract. This definition shall also be applicable, as the context requires, anywhere where the words "supplies" and "services" occurs in the GCC.

Delete Clause 1.19 and substitute with the following

- 1.19 The word 'Order' is to be replaced everywhere it occurs in the GCC with the words 'Purchase Order' which means the official purchase order authorised and released on the purchaser's SAP System and the date of the Purchase Order will be the contract commencement date

Delete Clause 1.21 and substitute with the following:

- 1.21 'Purchaser' means the **City of Cape Town**. The address of the Purchaser is **12 Hertzog Boulevard, Cape Town, 8001**.

Add the following after Clause 1.25:

- 1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded

3. General Obligations

Delete Clause 3.2 in its entirety and replace with the following clauses.

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.5 The **supplier** shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)

- c) Initial delivery programme
- d) Other requirements as detailed in the tender documents

- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods
- 3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy
- 3.5.7 Comply with all written instructions from the purchaser subject to clause 18
- 3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
- 3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period
- 3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The purchaser shall:
 - 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
 - 3.6.2 Make payment to the **supplier** for the goods as set out herein.
 - 3.6.3 Take possession of the goods upon delivery by the supplier.
 - 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
 - 3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
 - 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.

- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

5. Use of contract documents and information; inspection, copyright, confidentiality, etc.

Add the following after clause 5.4:

- 5.5 Copyright of all documents prepared by the supplier in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to contract shall be vested in the purchaser. Where copyright is vested in the supplier, the purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the contract and need not obtain the supplier's permission to copy for such use. Where copyright is vested in the purchaser, the supplier shall not be liable in any way for the use of any of the information other than as originally intended for the contract and the purchaser hereby indemnifies the supplier against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

The ownership of data and factual information collected by the supplier and paid for by the purchaser shall, after payment, vest with the purchaser

- 5.6 Publicity and publication
The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.
- 5.7 Confidentiality
Both parties shall keep all information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other party.

7. Performance Security

'Not Applicable. Tenderers must disregard **Form of Guarantee / Performance Security** and are not required to complete same.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order.
- 10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily

delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

11. Insurance

Add the following after clause 11.1:

11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:

- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
- b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
- d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the CCT will retain its right of recourse against the supplier.

11.3 The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

15.2 This warranty for this contract shall remain valid for **six (6) months** after the goods have been delivered.

16. Payment

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

16.1 A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The supplier may submit a fully motivated application regarding more frequent payment to the Employer for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

Delete Clause 16.2 in its entirety and replace with the following:

- 16.2 The supplier shall furnish the purchaser's Accounts Payable Department with an original tax invoice, clearly showing the amount due in respect of each and every claim for payment.

Add the following after clause 16.4

- 16.5 Notwithstanding any amount stated on the order, the supplier shall only be entitled to payment for goods actually delivered in terms of the Project Specification and Drawings, or any variations in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the purchaser.

The CCT is not liable for payment of any invoice that pre-dates the date of delivery of the goods.

- 16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on **Proforma Advanced Payment Guarantee**.

17. Prices

Add the following after clause 17.1

- 17.2 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable:
(a) Returnable Schedule 8: Contract Price Adjustment

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

- 17.3.1 Adjustment for variations in rates of exchange:

- (a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
- (b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
- (c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.
- (d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.
- (e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported

Plant and Materials inserted by the Tenderer on the scheduled titled "Price Basis for Imported Resources".

- (f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.
- (g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled "Price Basis for Imported Resources" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.
- (h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub-contractor's) forward cover contract, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "Price Basis for Imported Resources", then the value in column (A) shall be used.

17.3.2 Adjustment for variations in customs surcharge and customs duty

- (a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "**Price Basis for Imported Resources**" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- (b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.

17.3.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the goods or any extension of the duration of the contract that the purchaser issues to the supplier as instructions in writing, subject to prior approval by the purchaser's delegated authority as reflected on an authorised amended order. Should the supplier deliver any goods not described in a written instruction from the purchaser, such work will not become due and payable until amended order has been issued by the purchaser.

21. Delays in the supplier's performance

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

- 21.2 If at any time during the performance of the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 Days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.

Where additional time is granted, the purchaser shall also determine whether or not the supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the supplier and the purchaser, additional time only (no costs) will be granted.

The purchaser shall notify the supplier in writing of his decision(s) in the above regard.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of goods from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or performance.

The penalty for this contract shall be

- 22.1.1 Failure to meet any one of the specified performance levels, as listed under clause 5.18 of the Specifications

A 10% reduction in payment shall be applied to the claim for the particular month in which sub-standard performance on any one specified performance level is reported.

- 22.1.2 Failure to meet any two of the specified performance levels, as listed under clause 5.18 of the Specifications

A 20% reduction in payment shall be applied to the claim for the particular month in which sub-standard performance on any two specified performance levels are reported.

- 22.1.3 Failure to meet any three of the specified performance levels, as listed under clause 5.18 of the Specifications

A 30% reduction in payment shall be applied to the claim for the particular month in which sub-standard performance on any three specified performance levels are reported.

- 22.1.4 Failure to comply with the stipulations for reporting, as listed under clause 5.9 of the Specifications

- a) A R5,000.00 (Five Thousand Rand) penalty per report shall apply for each instance of failing to comply with Clause 5.9.1(a) of the Specifications.
- b) A R2,000.00 (Two Thousand Rand) penalty per report shall apply for each instance of failing to comply with Clauses 5.9.1(b) and 5.9.1(c) of the Specifications.
- c) A R10,000.00 (Ten Thousand Rand) penalty per week shall apply for failing to comply with Clause 5.9.2 of the Specifications.

22.2 Reduction in Penalties

50% of any penalties imposed in terms of Clauses 22.1.1, 22.1.2 and 22.1.3 above are refundable only on condition that the performance service level for which penalties have been imposed as well as all other performance levels have returned to the required level by the following month as evidenced in the monthly report.

22.3 Penalties shall not be applicable under the following circumstances

Service interruptions as defined in Clause 5.15, caused through events other than the fault/negligence/actions of the Service Provider shall not result in the imposing of penalties provided that the Service Provider complied with clause 5.14.

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

23.8.2 The parties by mutual agreement terminate the contract.

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

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(c), arises between the purchaser and the supplier in connection with or arising out of the contract,

the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

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

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

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

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

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

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

28. Limitation of Liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

- 28.2 Without detracting from, and in addition to, any of the other indemnities in this contract, the supplier shall be solely liable for and hereby indemnifies and holds harmless the purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:

- a) personal injury or loss of life to any individual;
- b) loss of or damage to property;

arising from, out of, or in connection with the performance by the supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the purchaser.

- 28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the purchaser or its agents or employees.

- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.
- 28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

- 31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:
- a) hand delivered – on the working day of delivery
 - b) sent by registered mail – five (5) working days after mailing
 - c) sent by email or telefax – one (1) working day after transmission

32. Taxes and Duties

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

In this regard, it is the responsibility of the supplier to submit documentary evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5).

Add the following after clause 32.3:

32.4 The **VAT registration** number of the City of Cape Town is -----

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

- 35.1 The supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications. Any failure in this regard may result in a delay in the processing of any payments.

(8) GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the

services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 'Day' means calendar day.

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

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

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

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

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

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

1.14 'GCC' means the General Conditions of Contract.

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

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

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

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

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

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

1.21 'Purchaser' means the organisation purchasing the goods.

1.22 'Republic' means the Republic of South Africa.

1.23 'SCC' means the Special Conditions of Contract.

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

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

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

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or

for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime interest rate, calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable Law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in the SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

(9) SUPPORTING SCHEDULES**Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums**

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

Account Holder: _____

Financial Institution: _____

Branch/Code: _____

Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

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

Note: A copy of the Joint Venture Agreement shall be appended to List of other documents attached by tenderer schedule.

Schedule 2: Declaration for Procurement above R10 million

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

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

YES	☒	NO	
-----	-------------------------------------	----	--

- 1.1 If YES, submit audited annual financial statements:

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

By attaching such audited financial statements to **List of other documents attached by tenderer schedule.**

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

YES		NO	☒
-----	--	----	-------------------------------------

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

- 2.2 If YES, provide particulars:

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

YES	☒	NO	
-----	-------------------------------------	----	--

- 3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to List of other documents attached by tenderer schedule in the same format as the table below:

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)
MIDVAL MUNICIPALITY	Call Centre Service Customer Query Resolution	1 July 2017 to 30 June 2019 - extended June 2020	N/A

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

YES		NO	X
-----	--	----	---

- 4.1 If YES, furnish particulars below

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

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

26 NOVEMBER 2019
 Date _____

Schedule 3: Preference Schedule

1 Definitions

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practice (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE status level of contributor: The B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Black Designated Groups: The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

Black People: The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

Consortium or Joint Venture: An association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Contract The agreement that results from the acceptance of a bid by an organ of state.

Co-operative: A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

Designated Group: Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

Designated Sector: A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Exempted Micro Enterprise (EME): An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Firm Price: The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

Functionality: The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

Military Veteran: The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

National Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).

Price: Includes all applicable taxes less unconditional discounts.

Proof of B-BBEE status level of contributor: The B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of good Practice or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

Qualifying Small Enterprise (QSE): A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Rand Value: means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

Rural Area: A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

Stipulated Minimum Threshold: The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Sub-contract: The primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

The Act: The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

Total Revenue: Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

Township: An urban living area that at any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Trust: The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

Trustee: Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Youth: The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of tender offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBEE level of contribution in accordance with the Codes of Good Practice, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 6) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;
- 8) accept that suppliers are required to be registered on the City of Cape Town's Supplier Database prior to the acceptance of tenders in order to qualify for preference points. The CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number

of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;

- 9) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

The sanctions for breaching the conditions associated with the granting of preferences are:

- 1) disqualify the supplier from the tender process;
- 2) recover costs, losses or damages the CCT has incurred or suffered as a result of the supplier's or contractor's conduct;
- 3) cancel the contract in whole or in part and claim any damages which the CCT has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 4) restrict the supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the CCT for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied and inform the National Treasury accordingly;
- 5) forward the matter for criminal prosecution; and/or
- 6) financial penalties payable to the CCT, as set out below.

Financial penalty for breach of Condition 2 in Section 2 above:

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the supplier qualified for (unless so declared or proven to be beyond the control of the supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the supplier qualified for, expressed as a percentage of P*, less 25%

P* = Value of the contract

Financial penalty for breach in terms of condition 6 in Section 2 above:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

$$\text{Penalty} = 5/100 \times (\text{B-BBEE}^a - \text{B-BBEE}^t) \times P^*$$

where:

B-BBEE^a = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

B-BBEE^t = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of tender evaluation

P* = Value of the contract

Financial penalty for breach in terms of condition 10 in Section 2 above:

The penalty to be applied where the supplier fails to disclose subcontracting arrangement after the award of the tender is up to a maximum of 10% of the value of the contract.

4 Level of Contribution in respect of enterprise status or structure of the tendering entity (the supplier)

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below.

Table 1: Level of Contribution

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	☐
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	☐
Exempted Micro Enterprise (EME), less than 51% black-owned	☐
Qualifying Small Enterprise (QSE), 100% black-owned	☐
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	☐
Qualifying Small Enterprise (QSE), less than 51% black-owned	☐
Verified B-BBEE contributor B-BBEE Status Level of Contributor ¹ 2	☒
Non-compliant contributor	☐

¹ If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

5 Declarations

1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works

☐

Note:

Suppliers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the supplier contravenes the conditions in Section 2.

2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:

- (i) the information furnished is true and correct;
- (ii) the preference claimed is in accordance with the conditions of this schedule;
- (iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBBEE level of contributor as at the closing date is correct; and
- iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

Signature

26 NOVEMBER 2019

Date

Name (PRINT)

(For and on behalf of the Supplier (duly authorised))

For official use.

SIGNATURE OF CITY OFFICIALS AT
TENDER OPENING

1.

Schedule 4: Declaration of Interest – State Employees (MBD 4)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²)
 - 3.4 Company or Close Corporation Registration Number
 - 3.5 Tax Reference Number
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? YES / ~~NO~~
 - 3.8.1 If yes, furnish particulars N/A
 - 3.9 Have you been in the service of the state for the past twelve months? YES / ~~NO~~
 - 3.9.1 If yes, furnish particulars N/A
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES / ~~NO~~
 - 3.10.1 If yes, furnish particulars N/A
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / ~~NO~~
 - 3.11.1 If yes, furnish particulars N/A
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / ~~NO~~
 - 3.12.1 If yes, furnish particulars N/A
 - 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / ~~NO~~
 - 3.13.1 If yes, furnish particulars N/A
 - 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? YES / ~~NO~~

3.14.1 If yes, furnish particulars N/A

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

Full Name	Identity Number	State Employee Number
		N/A
		N/A
		N/A
		N/A

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

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

26 NOVEMBER 2019
 Date

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

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

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

Schedule 5: Conflict of Interest Declaration

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

YES		NO X
-----	--	---

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

N/A

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

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

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

YES		NO X
-----	--	---

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

N/A

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

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

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

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

26 NOVEMBER 2019
Date

Schedule 6: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

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

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

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

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

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

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

26 November 2019
 Date

Schedule 7: Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town

To: THE CITY MANAGER, CITY OF CAPE TOWN

From:

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Physical Business address(es) of the tenderer	Municipal Account number(s)

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

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

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

26 NOVEMBER 2019

Date

Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation

- 8.1 The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all tenderers.
- 8.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 8.5 Any claim for an increase in the Contract price shall be submitted in writing to the: Director Supply Chain Management, City of Cape Town, P O Box 655, Cape Town, 8000 or by email to: CPA.Request@capetown.gov.za and kobus.swanepoel@capetown.gov.za. **prior** to the month upon which the price adjustment would become effective.
- 8.6 The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.
- 8.7 When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- 8.8 The CCT reserves the right to request the supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the CCT within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.
- 8.9 The effective date of any price increases granted will be the date on which the abovementioned documentation is submitted or, by agreement between the Contractor and the City, a subsequent date on which the price increase will be effective.
- 8.10 In instances where the Contractor's price claimed is less than entitled, the lesser price will be accepted.
- 8.11 **Price Adjustment Mechanism:**
- 8.11.1 The Contract Price as per GCC shall remain **Firm** for the first 12 months from date of commencement and no claims for contract price adjustment will be considered for the first 12 months' subject to the provisions in the price schedule.
- 8.11.2 Subject to 9.9.1. Above, Contract Price Adjustment will be applicable as from commencement of the 13 month. Tenderers shall be entitled to claim contract price adjustment as follows:
- 90%** of the tendered price will be subject to adjustment **annually** based on the **average** Consumer Price Index (CPI) as follows:
- From start of 13th month to the end of the 24th month:** Subject to contract price adjustment in accordance with the **Consumer Price Index (P0141-Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be two (2) calendar months prior to the date of commencement. The **end month** shall be two (2) calendar months prior to the 12th month.

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

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

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

8.11.3 **10%** of the rate will remain fixed.

Schedule 9: Occupational Health and Safety Agreement

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

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

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

I, ..., representing

....., as an employer in its right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at GOODWOOD on the 26th day of NOVEMBER 2019

Witness

/Mandatory

Signed at on the day of 20

Witness

for and on behalf of
City of Cape Town

Schedule 10: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender ^{136S/2019/2020 - Management and Operation of the Transport Information Centre} ~~(AFTER TO INSERT TENDER NUMBER AND DESCRIPTION)~~ in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf _____ (Name of tenderer)

That:

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

Signature _____

Date 26 NOVEMBER 2019

Name (PRINT) _____

(For and on behalf of the Tenderer (duly authorised))

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

Schedule 11: Local Content Declaration / Annexure C
--

NOT APPLICABLE TO THIS TENDER

Schedule 12: Price Basis for Imported Resources
--

Not applicable to this tender.

Schedule 13: Schedule of Pre-Qualification Criteria Sub-Contractors
--

Not applicable to this tender.

Schedule 14: List of other documents attached by tenderer

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

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.	26 November 2019	Cover letter, Company Background + Reference
2.	26 November 2019	Company Name Change
3.	26 November 2019	Notes on (L) Price Schedule
4.	26 November 2019	CSD Registration
5.	26 November 2019	Audited Financial Statements (3 years)
6.	26 November 2019	Contract Awarded by Organ of State : Midraal
7.	26 November 2019	B-BBEE Certificate
8.	26 November 2019	Tax Clearance Certificate
9.	26 November 2019	COIDA - letter of Good Standing
10.	26 November 2019	QMS Statement, Image QMS, Internal Report
11.	26 November 2019	Annexure 6: Insurance Broker's Warranty
12.	26 November 2019	Letters of Recommendation
13.	26 November 2019	Schedule 15: Record of Addenda to tender
14.	26 November 2019	Training Certificates (OHS)
15.	26 November 2019	Induction (OHS)
16.	26 November 2019	CCT Flow Charts (OHS Emergency)
17.	26 November 2019	CCT Template of HIRA

Attach additional pages if more space is required.

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

26 NOVEMBER 2019

Date

Schedule 14: List of other documents attached by tenderer

The tenderer has attached to this schedule, the following additional documentation:		
	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.	26 November 2019	TMC Emergency Plan (OHS)
2.	26 November 2019	Copy of Health & Safety Newsletters
3.	26 November 2019	Supporting Document: Current R&S training
4.	26 November 2019	Supporting Document: Social Media Pages
5.	26 November 2019	Annexure 3: Project Harbour Report.
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

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

 26 November 2019
 Date

Page 2 of 2

Schedule 15: Record of Addenda to Tender Documents

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

	Date	Title or Details
1.	29 October 2019	Notice to Tenderers No 1
2.	20 November 2019	Notice to Tenderers No 2
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 16: Information to be provided with the tender

The following information shall be provided with the Tender:

- a. The completed shift plans – Schedule 16A
- b. Key personnel – Schedule 16B (Clause 5.23 of the Specifications) *Refer to file No 2*
- c. Human resources – Schedule 16C
- d. Health and Safety Plan – Schedule 16D *Refer to file No 2*
- e. Proof of ISO 9001 accreditation – Schedule 16E (Clause 5.32.1 (a)) *Refer to file No 2*
- f. Human Resources Policies – Schedule 16F *Refer to file No 2*
- g. Three references (with contact detail) of previous/existing tenders with a tender value in excess of R10 million per year - Schedule 16G

Schedule 16A: Shift plan

Refer to Clause 5.24 of the Specifications.

Shift plan for normal Weekday

Shifts

Start and end times of each shift

Staff deployment per shift:-

No of Information Officers (IOs)

Language split

No of IO Supervisor(s)

No of Team Leaders

From	To	From	To	From	To	From	To
05h30	14h30	07h00	18h00	10h00	21h00	18h00	07h00
1		22		1		9	
E 1	A X	E 22	A 12 X 10	E 1	A X	E 9	A 5 X 4
		2				1	
		2					

Shift plan for normal Weekend

Shifts

Start and end times of each shift

Staff deployment per shift:-

No of Information Officers (IOs)

Language split

No of IO Supervisor(s)

No of Team Leaders

From	To	From	To	From	To	From	To
05h30	14h30	07h00	18h00	10h00	21h00	18h00	07h00
2		22		1		9	
E 2	A X	E 22	A 12 X 10	E 1	A X	E 9	A 5 X 4
		2				1	
		1					

Shift plan for public holiday

Shifts

Start and end times of each shift

Staff deployment per shift:-

No of Information Officers (IOs)

Language split

No of IO Supervisor(s)

No of Team Leaders

From	To	From	To	From	To	From	To
18h00	07h00	05h30	14h30	07h00	18h00	10h00	21h00
12		3		22		2	
E 12	A 7 X 5	E 3	A 1 X 2	E 22	A 12 X 10	E 1	A X
1				2			
				1			

Shift plan for Public Holiday with an incident

Shifts

Start and end times of each shift

Staff deployment per shift:-

No of Information Officers (IOs)

Language split

No of IO Supervisor(s)

No of Team Leaders

From	To	From	To	From	To	From	To
18h00	07h00	05h30	14h30	07h00	18h00	10h00	21h00
12		4		24		2	
E 12	A 7 X 5	E 4	A 2 X 2	E 24	A 14 X 10	E 2	A 1 X 1
1				2			
				1			

SIGNED ON BEHALF OF TENDERER:

Schedule 16B: Key personnel

The tenderer is referred to the Specification and/or Evaluation Criteria and shall insert in the spaces provided below:

- details of the key personnel required to be in the employment of the tenderer in order for the tenderer to be responsive;
- the Brief synopsis (CV) of each individual's experience and qualifications must be attached in terms of Clause 5.23 of the Specifications; and
- a statement for each of the individuals identified, which indicates any fields of specialisation and any recent experience that is relevant to this tender.

State the key personnel, their respective area of responsibility, qualifications and relevant experience

Senior Manager: Responsible for the overall management and functioning of the TIC (Category A)

Name	Role and Functional Expertise	Qualifications	No. of Years' Experience	Start date dd.mm.yy	End date dd.mm.yy	Reference

Supervisor/Team Leader (Category B)

Name	Role and Functional Expertise	Qualifications	No. of Years' Experience	Start date dd.mm.yy	End date dd.mm.yy	Reference

Trainers (Category C)

Name	Role and Functional Expertise	Qualifications	No. of Years' Experience	Start date dd.mm.yy	End date dd.mm.yy	Reference

Space limited. Refer to File 2⁹⁸ Schedule 16 B.

Quality Assessors (Category D)						
Name	Role and Functional Expertise	Qualifications	No. of Years' Experience	Start date dd.mm.yy	End date dd.mm.yy	Reference

IT Technician (Category E)						
Name	Role and Functional Expertise	Qualifications	No. of Years' Experience	Start date dd.mm.yy	End date dd.mm.yy	Reference

Information Officers (Category F)						
Name	Role and Functional Expertise	Qualifications	No. of Years' Experience	Start date dd.mm.yy	End date dd.mm.yy	Reference

Communication Officers (Category G)						
Name	Role and Functional Expertise	Qualifications	No. of Years' Experience	Start date dd.mm.yy	End date dd.mm.yy	Reference

Specialist Communication Officers – Social Media (Category H)						
Name	Role and Functional Expertise	Qualifications	No. of Years' Experience	Start date dd.mm.yy	End date dd.mm.yy	Reference

Reception and Project Administrators (Category I)						
Name	Role and Functional Expertise	Qualifications	No. of Years' Experience	Start date dd.mm.yy	End date dd.mm.yy	Reference

Schedule 16C: Human resources

The tenderer is required to complete the table below reflecting the number of resources they intend to assign per month under each type of resource. (Refer to Clause 5.24.1 of the Specifications)

Type of resource	Annual											
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mrt	Apr	May	June
Information Officers	54	54	54	54	54	54	54	54	54	54	54	54
Supervisor(s) of Information Officers	3	3	3	3	3	3	3	3	3	3	3	3
Team Leaders	13	13	13	13	13	13	13	13	13	13	13	13
Communication Officers	24	24	24	24	24	24	24	24	24	24	24	24
Supervisor(s) of Communication Officers	2	2	2	2	2	2	2	2	2	2	2	2
Trainer(s)	3	3	3	3	3	3	3	3	3	3	3	3
Quality Assessor(s)	3	3	3	3	3	3	3	3	3	3	3	3
TIC Manager	1	1	1	1	1	1	1	1	1	1	1	1
IT Technician	2	2	2	2	2	2	2	2	2	2	2	2
Receptionists & Project Administrators	7	7	7	7	7	7	7	7	7	7	7	7

Schedule 16D: Health and Safety Plan

Health and Safety Plan to be included in terms of Clause 5.32.2(b) of the Specifications.

Schedule 16E: Proof of ISO 9001 certification
--

Proof of ISO 9001 certification to be included in terms of Clause 5.32.1(a) of the Specifications.

Schedule 16F: Human Resources Policies

The following human resource policies as stated under Clause 5.23 of the Specifications must be provided:

- Recruitment Policy
- Training Policy
- Disciplinary Policy

[illegible]

Schedule 16G: Tenderer References

Contactable references to be included in terms of Clause 5 (Scope of Works) of the Specifications.

Company	Contract description and date range	Contract value	Contact detail
	ASSISTANCE, ASSESSING + PLUMBING SOLUTIONS INCLUDING ON BOARDING + SALES	R 27.3m Per Annum	
	ASSISTANCE SERVICES ASSESSING SERVICES PLUMBING SOLUTIONS	R 30.5m Per Annum	
	CUSTOMER CARE CSI INCIDENT MANAGEMENT DATA CAPTURING + ORDERS	R 13m Per Annum	
	ASSISTANCE SERVICES ASSESSING, PLUMBING SOLUTIONS, ELECTRICAL SERVICES	R 37.8m	
	TRANSPORT INFORMATION TO CUSTOMERS, FEEDBACK, QUERY, RESOLUTION SERVICES, EVENTS, ROAD CLOSURE, IMPACTS ON FREE FLOW OF TRAFFIC	R 22.00m Per Annum	

(10) CONTRACT DOCUMENTS

ANNEXURE 1: Form of Guarantee / Performance Security

FORM OF GUARANTEE / PERFORMANCE SECURITY

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

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

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no 136S/2019/2020 - Management and Operation of the Transport Information Centre and such amendments or additions to the contract as may be agreed in writing between the parties.

PERFORMANCE GUARANTEE

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 18 October 2016) approved for issue of contract guarantees to the City:

National Banks:

ABSA Bank Limited
FNB Bank Limited
Standard Bank of South Africa Limited

International Banks (with branches in SA):

Barclays Bank Limited
Citibank Limited
HSBC Bank Limited
NAB Bank Limited

Insurance companies:

Aviva Insurance Company Limited
Berkley Insurance Company Limited
Britannia Insurance Company Limited
CNA Insurance Company Limited
Eagle Star Insurance Company Limited
Eton Insurance Company Limited
Fidelity Insurance Company Limited
Globe Insurance Company Limited
Industrial Insurance Company Limited
Lloyds Insurance Company Limited
Mandela Insurance Company Limited
MetLife Insurance Company Limited
Nassau Insurance Company Limited
New York Life Insurance Company Limited
Old Mutual Insurance Company Limited
Royal Indemnity Insurance Company Limited
Safely Insurance Company Limited
Standard Insurance Company Limited
Talis Insurance Company Limited
The Prudential Insurance Company Limited
The Zurich Insurance Company Limited

ANNEXURE 2: Form of Advance Payment Guarantee

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

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

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Plant and materials" means: The Plant and materials in respect of which an advance payment prior to manufacture is required, which the City of Cape Town has agreed may be subject to advance payment, such Plant and materials being listed in the Schedule of Plant and materials.

"Schedule of Plant and materials" means: A list of Plant and materials which shows the value thereof to be included in the Guaranteed Advance Payment Sum.

"Guaranteed Advance Payment Sum" means: The maximum amount of R.....

Amount in words:

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

- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, whereafter no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Advance Payment Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE 2A: Advance Payment Schedule

This Advance Payment Schedule is to be read in conjunction with clause 16.6 in the SCC. The purpose of this schedule is to itemise specific plant and materials for which the CCT is prepared to make advance payment to the supplier, subject to the conditions below.

The items of plant and materials which have been identified by the CCT as being suitable for advance payment in terms of the Contract are listed in the table below. Should an item or items be added to the list at tender stage by a tenderer, such item(s) will not be binding on the CCT.

Plant and materials which have been manufactured and are stored by the supplier	Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third party manufacturer/supplier, and which may be stored by the supplier:
DRAFTER TO LIST: Steel gantries for overhead signage	Imported ductile iron pipes
Closed circuit television equipment for road traffic surveillance	Pipes and valves for large diameter pipelines
Precast concrete beams	

Conditions:

- 1) The supplier can only rely on advance payment being permitted by the CCT in respect of the plant and materials listed in the table above. The CCT may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the supplier.
- 2) Advance payment for the purposes of deposits will only be provided up to a limit of [DRAFTER TO SELECT PERCENTAGE: %] of the value of any one item being claimed.
- 3) The supplier shall provide the CCT with documentary evidence of the terms and conditions for which a deposit with order is required by a third party manufacturer/supplier, together with the advance payment guarantee.
- 4) The supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the supplier. The supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the CCT upon request, for the whole value of the item.

CITY OF CAPE TOWN

MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Jobseeker Database Reference Number

Unseen? Database Workers? :
Database workers were sourced from

- 9 Unique number generated by Jobseekers system to confirm workers who do not exist in the
10 the Jobseekers database operated by Subcouncils
11 **New workers Training Reporting Threshold**
A new worker is one in respect of which a new employment contract is signed in the
current month.
Refers to work days only. Formal accredited Training / Non-accredited training that does not
form part of on-the-job training must be excluded from this entry

13 Workers earning more than the maximum daily rate (Reporting Threshold)

- Workers earning more than the maximum daily rate (reporting increased)
(currently R350 excluding any benefits) shall not be reflected on this form at all.
- Submission of Forms**
- Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and **Certified ID documents**

- 16 If a computer is not available hardcopy forms and supporting documentation will be accepted.
- 17 Failure to adhere to reporting requirements may result in the withholding of payment; penalties being applied or both

PROJECT DETAILS

forms

Numbers in cells below e.g (6) refer to the relevant instruction above for completing entry															
CONTRACT OR WORKS PROJECT NAME (6)						CONTRACT OR WORKS PROJECT NUMBER: (6)									
DIRECTORATE						DEPARTMENT:									
CONTRACTOR OR VENDOR NAME						CONTRACTOR OR VENDOR									
CONTRACTOR OR VENDOR						E-MAIL ADDRESS: CONTRACTOR OR VENDOR TEL. NUMBER:									
						CELL		WORK							
PROJECT PERSON:															
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")															
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR (insert last 2 digits)			0

ACTUAL START DATE (yyyy/mm/dd)		ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd)		(7)
2	0	2	0	
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)				
R				



CONTRACT OR WORKS PROJECT NUMBER:										Year	Month	of
No.	(8) First name	(8) Surname	(8) ID number	(9) Jobseeker Database Reference Number	(10) New Worker (Y/N)	Gender (M/F)	Disabled (Y/N)	(11) No of days worked this month (excl. training)	(12) No of training days this month (with stipend)	(13) Rate of pay per day (R-c)		
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
										0	0	0 R
Declared by Contractor or Vendor to be true and correct:										Signature		
Received by Employer's Agent Project Manager/ Representative:										Signature		

ANNEXURE 4: BBBEE Sub-Contract Expenditure Report (Pro Forma)TENDER NO. AND
DESCRIPTION: _____

SUPPLIER: _____

B-BBEE SUB-CONTRACT EXPENDITURE REPORTRand Value of the contract (as
defined in
Schedule 4: Preference Schedule)
(P*)

R

B-BBEE Status Level of Prime Supplier

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub- contract work to date (excl. VAT) ¹	Value of Sub- contract work to Sub-contractors with a lower B- BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
¹ Documentary evidence to be provided			Total:	R
			Expressed as a percentage of P*	%

SignaturesDeclared by
supplier to
be true and
correct: _____

Date: _____

Verified by
CCT Project
Manager: _____

Date: _____

ANNEXURE 5: Partnership/ Joint Venture (JV) / Consortium/ Expenditure Report (Pro Forma)

TENDER NO. AND
DESCRIPTION: _____

SUPPLIER: _____

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
---	---	--	--

Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹ A	Total value of partner's contribution (excl. VAT) ¹ $B = A\% \times P^*$	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date $D = C/P^* \times 100$
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

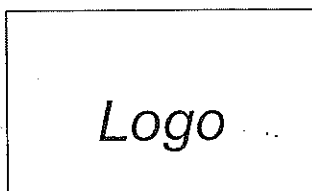
Declared by
supplier to
be true and
correct: _____

Date: _____

Verified by
CCT Project
Manager: _____

Date: _____

ANNEXURE 6: Insurance Broker's Warranty (Pro Forma)



Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 136S/2019/2020

TENDER DESCRIPTION: Management and Operation of the Transport Information Centre

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

Refer to File 1 Schedule 14.11



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

FINANCE
SUPPLY CHAIN MANAGEMENT

Rochelle King
Supply Chain Management

E:

29 OCTOBER 2019

NOTICE TO TENDERERS NO 1.
(1 Page)

NOTICE TO TENDERER

Tender Number: 136S/2019/20
Box Number: 139
Closing Date: 27 November 2019
Description: Management and Operation of the Transport Information Centre

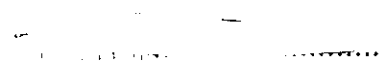
The following Addendum is issued in terms of Clause 6.2.6 of the Standard Conditions of Tender.

This Notice to Tenderers forms an integral part of the Contract and is an addendum which must be recorded in Schedule 15 and bound within the 'Returnable Schedules'.

Tenderers are requested to take note of the following:

Tender documents are **not available** for download on all tender portals and are to be collected on the 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town at a non-refundable tender fee of R200.00.

Yours Sincerely,


Director: Supply Chain Management

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM
12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 655 CAPE TOWN 8000
www.capetown.gov.za



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

FINANCE
SUPPLY CHAIN MANAGEMENT

Rochelle King
Supply Chain Management

E: [REDACTED]

T: [REDACTED]

20 NOVEMBER 2019

NOTICE TO TENDERERS NO. 2
(2 Page)

NOTICE TO TENDERER

Tender Number: 136S/2019/20
Box Number: 139
Closing Date: 27 November 2019
Description: Management and Operation of the Transport Information Centre

The following Addendum is issued in terms of Clause 6.2.6 of the Standard Conditions of Tender.

This Notice to Tenderers forms an integral part of the Contract and is an addendum which must be recorded in Schedule 15 and bound within the 'Returnable Schedules'.

Tenderers are requested to take note of the following:

Notice No.1 has been repealed.
Tender documents are available for download on tender portals.

Yours Sincerely,

[REDACTED]

Director: Supply Chain Management

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM
12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 655 CAPE TOWN 8000
www.capetown.gov.za

Making progress possible. Together.