CITY OF CAPE TOWN
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MEMORANDUM OF AGREEMENT

FOR THE

BULK INVOICE PRINTING AND POSTAL PROCESSING FOR THE CITY OF CAPE TOWN

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

[redacted]

Registration [redacted]

(Alternative supplier)

Contract Number [redacted]

[redacted]

[redacted]

PREAMBLE

WHEREAS Tender **164S/2022/23** was awarded to [redacted] in line with the SCM- Bid Adjudication Committee resolution **SCMB 65/03/23** dated **27 March 2023** for the provision of **BULK INVOICE PRINTING AND POSTAL PROCESSING** from **01 July 2024 until 30 June 2029** subject to the conclusion of a section 33 of the MFMA process and the City Council adopting a Resolution in which it approves the entire contract exactly as it is to be executed and in which it authorises the Municipal Manager to sign the contract on behalf of the Municipality.

AND WHEREAS the Alternative Service Provider will only be utilized when and if the Main Service Provider defaults during the contract period. The Alternative Service Provider will be given one (1) months' notice to set up and commence with the contract.

AND WHEREAS it is recorded that this Contract will be governed by the provisions of the General Conditions of Contract for the Supply of Goods and Services, Revised July 2010 ("**GCC**"), read with the Special Conditions of Contract ("**SCC**") annexed hereto marked "**PART 2: SPECIAL CONDITIONS OF CONTRACT**".

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

1.1. **The City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("**the Employer/Purchaser**"), herein represented by [redacted] her capacity as **Director: Revenue** duly authorised hereto;

1.2. [redacted] a private company duly registered in terms of the laws of the Republic of South Africa with registration no [redacted] with its principal place of business situated at [redacted] (the "**Contractor/Supplier**"), herein represented by its duly authorised representative, [redacted] in his capacity as **Director.**

Hereinafter, each a "Party" and together the "Parties".

2. INTERPRETATION

2.1. In the event of any conflict between the provisions of the the GCC, SCC or CSD (whichever is applicable) and any other Parts attached hereto, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:

2.1.1. first, the terms and conditions of the SCC;
2.1.2. second, the terms and conditions of the GCC;
2.1.3. third, Parts and Annexures to this Contract; and
2.1.4. fourth, any other documents incorporated by reference.

[redacted]

2.2. The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

3. APPOINTMENT AND DURATION

3.1. The Employer hereby appoints the Contractor from 1 July 2024.

3.2. Unless terminated earlier in accordance with the provisions of this Contract, this Contract shall terminate on 30 June 2029 subject to the conclusion of a section 33 of the MFMA process and the City Council adopting a Resolution in which it approves the entire contract exactly as it is to be executed and in which it authorises the Municipal Manager to sign the contract on behalf of the Municipality..

4. MUTUAL GOOD FAITH / CO-OPERATION

4.1. The Parties represent and undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give effect to the execution of this Contract.

4.2. The Parties shall at all times during the continuance of this Contract observe the principles of good faith towards one another in the performance of their obligations in terms of this Contract.

5. OBLIGATIONS OF THE EMPLOYER

5.1. The Employer undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (**PART 4: SPECIFICATIONS**), subject to the satisfactory fulfilment of the obligations by the Contractor as set out in this Contract.

5.2. The Employer shall monitor and evaluate the Contractor's performance in respect of the Scope of Work in accordance with section 116 of the Local Government: Municipal Finance Management Act 56 of 2003 (MFMA).

6. OBLIGATIONS OF THE CONTRACTOR

6.1. The Contractor hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work (**PART 4: SPECIFICATIONS**).

6.2. The Contractor will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.

6.3. The Contractor will ensure that the Works will be of a satisfactory quality and fit for purpose.

6.4. The Contractor shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Works.

6.5. The Contractor will not conduct any activity of whatsoever nature which may be detrimental to the Employer's reputation and goodwill.

[redacted]

6.6. The Supplier shall, for the duration of this agreement, continue to comply with all declarations made in its Tender Submission, including, but not limited to compliance with any requirements relating to Local Content, Key Personnel, Industry registration requirements, Authorisation for Deductions, and shall perform its obligations in terms of the Tender submission.

7. PRICING DATA

7.1. The Contract Price for the Works shall be as set out in the Pricing Data annexed marked "**PRICING SCHEDULE**

7.2. The Contractor shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.

[redacted]

DETAILS OF SUPPLIER

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	[redacted]
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	[redacted]
Postal address	[redacted] Postal Code 2000
Physical address **(Chosen domicilium citandi et executandi)**	[redacted] Postal Code 2001
Contact details of the person duly authorised to represent the tenderer	Name: ~~Mr~~/Ms [redacted] (Name & Surname) [redacted]
Income tax number	[redacted]
VAT registration number	[redacted]
SARS Tax Compliance Status PIN	[redacted]
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	[redacted]
National Treasury Central Supplier Database registration number (See Conditions of Tender)	[redacted]

[redacted]

PART 1: AGREEMENT - FORM OF OFFER AND ACCEPTANCE

TENDER NUMBER: 164S/2022/23 – BULK INVOICE PRINTING AND POSTAL PROCESSING FOR THE CITY OF CAPE TOWN

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

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions of contract. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

Clause 1 to 7, and the sub-clauses, cited in pages 1 to 4 above;
Part 1: Agreements
Part 2: Special Conditions to Contract
Part 3: General Conditions of Contract
Part 4: Specifications
Part 5: Pricing Schedule
Part 6: Occupational Health and Safety Agreement.
Part 7: Supporting Schedules : Schedule 8 – Contract Price Adjustments

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms of the conditions of contract identified in the special contract conditions. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on 1 July 2024. The parties are to sign the table below and confirm receipt from the employer of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now supplier) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

(CONTINUING OF FOLLOWING PAGE)

The Parties	Employer	Supplier
Business Name	[redacted]	[redacted]
Business Registration	[redacted]	[redacted]
Tax number (VAT)	[redacted]	[redacted]

[redacted]

Physical Address	[redacted]
Accepted contract sum including tax	[redacted]
Accepted contract duration	[redacted]
Signed – who by signature hereto warrants authority	[redacted]
Name of signatory	[redacted]
Signed: Date	[redacted]
Signed: Location	[redacted]
Signed: Witness	[redacted]
Name of Witness	[redacted]

(4) FORM OF OFFER AND ACCEPTANCE

TENDER NUMBER: 164S/2022/23 – BULK INVOICE PRINTING AND POSTAL PROCESSING FOR THE CITY OF CAPE TOWN

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full)

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

[redacted] signatory)

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

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

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;

2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;

3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;

4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
   4.1 terms and conditions stipulated in this tender document;
   4.2 specifications stipulated in this tender document; and
   4.3 at the prices as set out in the **Price Schedule**.

5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

[redacted]

[redacted]

[redacted]

AGREEMENT - 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 . . . . . . .None . . . .

Details . . . . . .None . . . .

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.

[redacted]

PART 2: 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

Delete Clause 1.21 and substitute with the following:

1.21 'Purchaser' means the **City of Cape Town**. The address of the Purchaser is [redacted]

Add the following after Clause 1.25:

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

1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

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.

3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.

3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

3.5 The **supplier** shall:

[redacted]

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.

[redacted]

3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

<u>5. Use of contract documents and information; inspection, copyright, confidentiality, etc.</u>

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.

5.8 Intellectual Property

5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.

5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.

5.8.3 The supplier shall, and warrants that it shall:

5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;

5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;

5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;

5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;

5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;

unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.

[redacted]

5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

Delete clause 7.1 to 7.4 and replace with the following:

'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. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.

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.

[redacted]

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.

<u>15. Warranty</u>

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 (Not applicable).

<u>16. Payment</u>

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's Director: Expenditure 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** and only once the authenticity of such guarantee has been verified by the City's Treasury Department.

<u>17. Prices</u>

Add the following after clause 17.1

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

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

17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable:

a) Refer to returnable Schedule 8: Contract Price Adjustment and /or Rate of Exchange Variations

17.5 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**"

[redacted]

(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, [redacted] on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

17.5.1 Adjustment for variations in rates of exchange:

(a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.

(b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, [redacted] 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 [redacted] rate referred to above, then the [redacted]ate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.

(d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.

(e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled "**Price Basis for Imported Resources**".

(f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.

(g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources** "shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.

(h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "**Price Basis for Imported Resources**", then the value in column (A) shall be used.

17.53.2 Adjustment for variations in customs surcharge and customs duty

(a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "**Price Basis for Imported Resources**" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

(b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

[redacted]

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relive the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

21.2 If at any time during the performance of 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.

Penalties applicable to this contract shall be:

Delivery / supply times are very important		Penalty % on the Full Invoice that is Late .
1.1 Delivery Time	1 day Late	1% on full invoice
1.2 Delivery Time	2 days late	3% on full invoice
1.3 Delivery Time	More than 2 days	5% on full invoice
1.4 Delivery Time	More than 1 week Late	30% on full invoice

[redacted]

QUALITY acceptance 1.1 IF JOB CANNOT BE USED	**Proof OF Concept must be done and signed off on Every job**	Penalty % on for the Full Invoice that is Late .
<20% of Total Job	IF JOB CANNOT BE USED : REPRINT or PENALTY Subject to Delivery TIME and Terms	20% of the Full INVOICE OR full reprint and URGENT 24 HOUR delivery of Damage
>20% - 50% of the Job	IF JOB CANNOT BE USED : REPRINT or PENALTY Subject to Delivery TIME and Terms	50% of the Full INVOICE OR full reprint and POSSIBLE TERMINATION ON LACK OF DELIVERY
>50% of a Job	IF JOB CANNOT BE USED : REPRINT or PENALTY Subject to Delivery TIME and Terms	85% of the Full INVOICE OR full reprint or POSSIBLE TERMINATION ON LACK OF DELIVERY

ANY PRINT JOB DAMAGE THAT THE SUPPLER CAN RECTIFY AT THEIR COST WITHIN 24 HOURS IS FAIR AND ACCEPTABLE (SUBJECT TO COCT'S ACCEPTACE)

22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relaying to breaches of the conditions upon which preference points were awarded.

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

23.8.2 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

23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.

23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

23.8.5.1 reports of poor governance and/or unethical behaviour;
23.8.5.2 association with known family of notorious individuals;
23.8.5.3 poor performance issues, known to the Employer;
23.8.5.4 negative social media reports; or
23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..

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.

[redacted]

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:

26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or

26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).

26.2 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

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 whose identity shall be agreed to between the Parties within fourteen (14) days, failing which the referring party will be entitled to approach the Chairperson of the Cape Bar for a recommendation of a mediator experienced in the subject matter of the dispute, to act as the mediator. 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 [redacted] 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), [redacted]

Add the following after clause 32.3:

32.4 The **VAT registration** number of the City of Cape Town i[redacted]

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.

36. ESTABLISHMENT OF A FULLY COMPLAINT OFFICE INCLUSIVE OF SERVIC[redacted]

AS SPECIFIED WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE CITY OF CAPE TOWN, WITHIN THIRTY (30) DAYS FROM COMMENCEMENT OF CONTRACT

36.1 The supplier must within thirty (30) days from commencement of the contract, establish an office within the municipal Geographical Boundaries of the City of Cape Town (a graphic depiction of the aforesaid Geographical Boundaries is attached to the Specifications marked Annexure '**A**'.) which meets the requirements set out in the Specifications in full, and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations.

36.2 The City of Cape Town shall perform only one (1) technical assessment of the office mentioned in clause 36.1 above, to confirm that it complies with the requirements set out in the Specifications and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations. Only once the technical compliance of the office has been confirmed in full by the City of Cape Town, after the aforementioned technical assessment, will work be allocated and/or products be procured from the supplier in terms of this contract. Should the supplier fail to establish an office which complies with the aforementioned requirements, within the thirty (30) days mentioned in clause 36.1 above or a reduced period as contemplated in clause 36.3 below, this shall be a material breach of the contract and the City of Cape Town shall be entitled to terminate the contract forthwith and without further notice to the supplier. The date on which the aforementioned technical assessment shall be held, will not exceed two weeks from expire of the thirty (30) days period.

36.3 The supplier may inform the City of Cape Town that it is ready for the technical assessment referred to in clause 36.2 above, earlier than the thirty (30) day period mentioned in clause 36.1 above, in which case the supplier shall forfeit the remaining days of the aforementioned period and the City of Cape Town shall be entitled to conduct the technical assessment at an agreed date and time between the parties, which shall not exceed two weeks from receipt from the suppliers notification in terms of this clause.

36.4 The supplier shall cooperate fully and in good faith with the City of Cape Town in arranging for and assisting the City of Cape Town with the technical assessment referred to in clause 36.2 above, including but not limited to providing the City of Cape Town with access to all parts of the office during that assessment and demonstrating to the City of Cape Town all aspects of the facility relevant for the aforementioned technical assessment.

36.5 Notwithstanding the contents of 36.1 to 36.4 above, the City of Cape Town reserves the right, at its sole discretion and on fourteen (14) days' notice, to perform technical assessments of the office during the tenure of the contract as and when required, to ensure that the office meets the requirements set out in the Specifications in full, and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations. Should the outcome of the technical assessment be that the office is not compliant with the aforesaid requirement, this shall be a material breach of the contract.

36.6 The supplier shall submit to the City of Cape Town all documents as requested in the Specification as well as the responsive criteria mentioned in the tender document. All qualified staff employed by the supplier, Call-out vehicles (owned or leased) as well as tooling and equipment specified must be available for use by the supplier within thirty (30) days from commencement of the contract.

37. Protection of Personal Information

37.1 The Supplier acknowledges that, for the purposes of this agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which Purchaser is responsible in terms of Protection of Personal Information Act ("POPIA"). Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.

37.2 The Supplier agrees that they will at all times comply with POPIA and Purchaser's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the service level agreement.

37.3 The Supplier agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its contractors or other authorised individuals comes into contact in relation to the service level agreement

[redacted]

37.4 The supplier agrees that it shall notify the Purchaser immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.

37.5 Unless so required by law, the Supplier agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of the Purchaser.

37.6 The Supplier hereby indemnifies and holds the Purchaser harmless against all claims, losses, damages and costs of whatsoever nature suffered by the Purchaser arising from or in relation to the Supplier's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

37.7 The Supplier agrees that the Purchaser may conduct regular data protection audits on the Supplier and undertakes to give its full co-operation in this regard.

38. Performance Monitoring

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

37. Review Clause

37.1 This Agreement is valid from 01 July 2024 to 30 June 2029. This Agreement shall be reviewed once every three years; however, in lieu of a review during any period specified, the current Agreement will remain in effect. The purchaser reserves the right to reduce or increase the scope of works according to the dictates of the budget, to terminate this contract, and/or to review and terminate this contract as is contemplated in Section 116(1)(b)(iii) of the Local Government: Municipal Finance Management Act 56 of 2003, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The supplier shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, payment for good delivered.

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

[redacted]

(10.1) 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:**

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.

[redacted]

(12) INSURANCE BROKER'S WARRANTY (PRO FORMA)

TENDER NO: 164S/2022/23

(12) INSURANCE BROKER'S WARRANTY (PRO FORMA)

Logo

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: 164S/2022/2023

TENDER DESCRIPTION: BULK INVOICE PRINTING AND POSTAL PROCESSING FOR THE CITY OF CAPE TOWN

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)

[redacted]

[redacted]

[redacted]

CONFIRMATION OF COVER –

TO:	[redacted]
DATE:	18/10/2023
RE:	CONFIRMATION OF COVER – Commercial Insurance

Broker:	[redacted]
Insurer:	[redacted]
Risk Address:	
Client:	
Policy Number:	
Inception date:	01 March 2022
Renewal date:	March 2024

ADDRESS	[redacted]	
INSURED SECTION	ITEM DESCRIPTION	SUM INSURED
FIRE SECTION	Plant & Machinery - Stock	R 82, 080, 000-00 R 7, 128, 000-00
OFFICE CONTENTS	Contents	R 653, 400-00
BUSINESS INTERRUPTION	Business Interruption	R 105, 000, 000-00
THEFT	Theft	R 100, 000-00
GLASS	Glass – First Loss	R 20, 000-00
FIDELITY GUARANTEE	Fidelity Guarantee	R 1, 000, 000-00
GOODS IN TRANSIT	Goods in Transit	R 250, 000-00

[redacted]

PART 3: GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

1. Definitions

1. The following terms shall be interpreted as indicated:

   1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.

   1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

   1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.

   1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

   1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

   1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and

[redacted]

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.

[redacted]

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.

7.2 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 [redacted] 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.

[redacted] [redacted]

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, [redacted] 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.

[redacted]

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 [redacted] 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 pr[redacted]

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.

[redacted]

PART 4: SPECIFICATION(S)

1. INTRODUCTION

The City of Cape Town is a Local Government organisation responsible for the provision of services to the three million residents of Cape Town, South Africa. The bulk printing of the City of Cape Town monthly invoices and additional letters, pamphlets and other ad hoc requests for printing and posting, is characterised by the high monthly volumes within a specified monthly schedule. This requires the printing, folding and inserting from a centralised printing area, to maintain the turnaround times as well as the Pamss postal discounts received from the post office.

In order to manage the number of invoices per month, the invoices will be printed daily. In daily billing the total number of customers would be split into 20 portions, with a portion of billing being run every working day of the month. The daily print batch number is estimated to be between 27 000 and 70 000 invoices. In addition, inserts and pamphlets would be required to be printed and or inserted with the monthly invoices.

2. TENDERER MINIMUM REQUIREMENTS:

13.2.1 The Service Provider must have infrastructure in place at a primary site within the boundaries of the Cape Town Metropole within thirty (30) days after the award of the contract. The supplier should be able to provide a comprehensive "one-stop" service at the same premises. Refer to clause 36 of the Special Conditions of Contract.

13.2.2 The Service Provider must be a Post Office Certified PAMSS Agent and may be requested to provide proof thereof.

13.2.3 The Service Provider must provide details of a Disaster Recovery (DR) plan and site, which may be tested which may be tested, during set up phase for design and programming.

13.2.4 The Service Provider must ensure confidentiality of the print data received from the City of Cape Town. It is essential that such data is not supplied to anyone or sold or disposed of in any way. The file transfer and printing mechanism must also be secure to ensure data integrity.

13.2.5 Security for Confidential Information:
The supplier must provide certificate for secure documenmt destruction for all original and reject material.

13.2.6 The supplier must setup, manage and print per the various sample invoices/templates, *as* per samples in annexures 8 to annexures 11.

13.2.7 The supplier must setup, manage and print the estimated volumes noted in the table 13.4 to 13.7 for ISU; Account statements; RE and TR; as well as cater for a 10% multiple pages/images.

13.2.8 Printing and postage must be done within **24 hours of receiving** the data from the City of Cape Town.

13.2.9 The supplier must; on an ad-hoc basis, be able to cater for messages on the invoices and inserts targeting specific invoices within the daily print file.

13.2.10 The supplier must manage, setup and ensure that the City of Cape Town maintains the postal discounts from the South African Post Office in respect of PAMSS certification done on a six monthly basis.

13.2.11 The supplier must provide a comprehensive "one stop" service which enable printing and postal processing to be handled on the same premises, for the processing, printing and checking of sample invoices during working hours.

13.2.12 The supplier must provide their own secure data line available 24/7 to connect into the City's infrastructure to and from the supplier's side via a secure FTP. The supplier must provide alternatives at their own costs, in the event that for some reason it is not possible to do a secure FTP.

13.2.13 The supplier must have the controls in place to ensure that errors such as: duplicate print files, partially processed print files and print files with corrupt data will be picked up prior to printing of the invoices.

13.2.14 The supplier must have ability to check the integrity of files prior to printing.

[redacted]

13.2.15 The supplier must ensure that there are printing controls to prevent erroneous multiple prints of the same account or the mismatching of accounts (face and reverse) due to printer software/ hardware related problems.

13.2.16 The supplier must provide detailed statistics on a daily/weekly/monthly basis of the number of invoices printed, the number returned to the City, the number sent to the Post Office, envelopes and paper used, images printed, and any other figures that might be required from time to time.

13.2.17 The City could process up to 2 000 000 letters/inserts on an ad hoc basis. The supplier must be able to insert (invoice and mailshots) into envelopes, and dispatch the daily bulk printing volumes within the schedule 13.4 for the print and posting of the daily invoices.

13.2.18 The supplier must be able to handle multiple referral invoices (some may be returned to CoCT, these must be sorted into one batch per the distribution code), others must be used for inserts or messages for special tasks, without delay with regards to the schedule 13.4 below for printing and posting of daily]invoices.

13.2.19 The supplier must have support for servicing their equipment.

13.2.20 The supplier's equipment must be able to read and print barcodes. These must be available for testing by City of Cape Town officials as and when required, as per the barcode specifications provided.

13.2.21 The supplier must ensure that the various invoice templates as per Annexure 8 are created and have been fully tested and signed off by the Revenue officials prior to "live production". The invoice samples will be given to the approved tenderer.

13.2.22 The supplier's printing equipment must cater for graphics, black and white, colour Litho and digital printing.

13.2.23 The supplier must ensure that invoices are verified for correctness prior to bulk printing and dispatching. In addition, batch controls must ensure that the invoices are correctly processed, and labelling must match the corresponding invoices. If one or several roll-backs are required, these must be kept in synchronisation. The roll forward must not accumulate roll-back charges.

13.2.24 The supplier must be able to handle secure FTP files, in addition to accommodate the processing of files up to 350 megabytes (Mb).

13.2.25 The supplier must have the ability to adjust to the current compatible compression software upgrade changes.

13.2.26 The supplier must provide a secure FTP, as IT infrastructure is essential in providing additional services to the City of Cape Town.

13.2.27 The invoice layout specifications for the various invoice types, as well as the necessary Peering request and agreement form will be provided to the successful tenderer.

13.2.28 The supplier must ensure that it has adequate stock and materials levels to maintain the printing of the invoices, letters and inserts.

3 SCOPE OF WORK

13.3.1 The supplier will be responsible for ensuring that the agreed/approved printing quality is maintained.

13.3.2 The printing will be on English, Afrikaans and Xhosa templates.

13.3.3 The supplier will be responsible for ensuring that the daily print batch is of **100%** print quality in respect of possible smudges and fading.

13.3.4 The supplier will process, sort, print, insert and deliver to Cape Mail of each daily volume of accounts as referred to printing and postage table 13.5. All files must be sorted per postal code before posting.

[redacted]

13.3.5 The supplier will ensure that a reconciliation of the post office bulk delivery notes (BDN) to the daily trailer count volumes is received timeously.

13.3.6 The supplier may be required to make ad-hoc changes/updates to the invoice layout or messages on the invoices, these will be co-ordinated via the Revenue-Billing officials.

13.3.7 A team of CoCT officials will do a daily and/or ad hoc print verification check at the tenderer premises. The team will require a safe, comfortable and secure environment to complete their work.

13.3.8 The above team will increase at every year end (CoCT financial year end) to check and verify the annual implementation of the new tariffs. The team can be as big as eight officials or more.

13.3.9 The CoCT financial year end process will require additional files and printing of samples, in addition to the normal daily printing. This will require separation, and the control that data maintenance and file duplication is not at risk, with a proper sign off process and reconciliation maintained.

13.3.10 The supplier will have one month to set-up for the design and programming of various Invoice layouts as per sample invoices, Setup and testing of EFT line and ERP integration testing, bulk printing architecture and sample invoice testing.

13.3.11 The supplier may be required to upload watermarked PDF samples of invoices to a server/virtual machine automatically, after receipt and processing of the print file.

13.3.12 The PAMSS data for verification and preparation of PAMSS certificate must be returned with an error report and report detailing the error types.

13.4 Specification Schedule / Details, including invoice volumes.

Description	**Billing-ISU invoices**	**Account Statements**	**Real Estate Invoices**	**Treasury Invoices**	**Ad hoc letters, Pamphlets, notices, Valuation rolls, Housing cards etc.**
Document type	See sample ISU as per annexure 8	See sample AS as per annexure 8	See sample RE as per annexure 8	See sample TR per annexure 8	Various: See sample for MVL, Valuation Roll/ notices/inserts/ letters, per annexure 9 to 11
Estimated Invoice volumes per month	800 000 to 900 000	15 000 to 25 000	40 000 to 45 000	15 000 to 18 000	5 000 to 2 000 000
Images	A4 – 95% both sides and 5% are multiple images	A4 – 95% both sides and 5 % are multiple images	A4 both sides	A4 both sides	A4 – mainly one side, for letter inserts, Valuation Rolls is both A3 and A4 double sided
Languages	English, Afrikaans and Xhosa	English, Afrikaans and Xhosa	English, Afrikaans and Xhosa	English, Afrikaans and Xhosa	English, Afrikaans and Xhosa
Number of templates	1 Eng.; 1 Afr; 1 Xhosa	1 Eng; 1 Afr;	1 Eng; 1 Afr; 1 Xhosa	1 Eng; 1 Afr; 1 Xhosa	1 Eng; 1 Afr; 1 Xhosa
Graphics	Yes	Yes	Yes	Yes	Yes
Security	Yes	Yes	Yes	Yes	Yes
Frequency	Daily	Monthly	Monthly	Monthly	Ad hoc

[redacted]

Description	Billing-ISU invoices	Account Statements	Real Estate Invoices	Treasury Invoices	Ad hoc letters, Pamphlets, notices, Valuation rolls, Housing cards etc.
Turnaround time	24 hours	24 hours	24 hours	24 hours	24 hours
Failure retry / notification	Notify	Notify	Notify	Notify	Notify
Contingency plan	Required	Required	Required	Required	Required
Pre-printed stationery	None	None	None	None	None
sorting requirements	Yes	Yes	Yes	Yes	Yes
Distribution requirements	Mail and return referrals to Billing	Mail and return referrals to Billing	Mail	Mail	Mail and return referrals to Billing
Inserts required	Yes	Yes	Yes	Yes	Ad hoc

13.5 Specification: Printing and Postage Turnaround Schedule:

The Supplier will process, sort, print, fold, insert and deliver to Cape Mail of each daily volume of accounts as per the data received from the City of Cape Town according to the following schedule. The schedule shows the approximate times the supplier can get the data from the City, and the scheduled time the invoices must be delivered to the SAPO-Cape Mail depot.

Data received per portion	22:00 to 06:00	06:00 to 12:00	After 12:00
Printing and delivery to Cape Mail	Before 10:00 the next day	Before 12:00 the next day	24 hours later

13.6 Specification: Frequency and estimated monthly Volumes

Description	Frequency	Estimated Monthly (Paper) volumes
ISU invoices	Daily (for 20 working days each month)	800 000 to 1 200 000
Account statements	Once a Month	15 000 to 30 000
Real estate invoices	Once a Month	40 000 to 45 000
Treasury invoices	Once a Month	15 000 to 18 000
Final demands and notices	Once a Month	5 000 to 20 000
Adhoc letters; inserts and pamphlets; notices	Ad hoc	5 000 to 900 000
Motor vehicle renewal letters – one step mailer	Ad hoc	100 000 to 200 000
Valuation letters notices, (A4/A3)	Ad hoc	5 000 to 2 000 000

[redacted]

13.7 Specification: Frequency and estimated monthly Images Volumes

Description	Frequency	Estimated monthly images volumes
ISU invoices	Daily (for 20 working days each month)	**1 600 000 to 2 400 000**
Account statements	Once a Month	**30 000 to 60 000**
Real estate invoices	Once a Month	**80 000 to 90 000**
Treasury invoices	Once a Month	**15 000 to 36 000**
Final demands and notices	Once a Month	**5 000 to 20 000**
Adhoc letters; inserts and pamphlets; notices	Ad hoc	**5 000 to 1 800 000**
Motor vehicle renewal letters – one step mailer	Ad hoc	**200 000**
Valuation letters notices, (A4/A3)	Ad hoc	**5 000 to 4 000 000**

13.8 Specification Service Level

Service	Availability
Software management	24x7
Laser / Digital printing	24x7
Mailing	24x7

1. TRADE NAMES OR PROPRIETARY PRODUCTS

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".

7. 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.

7. 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 <u>all</u> 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, proof of attendance in the form of attendance register or [redacted] evidence of payments to such labour in the form of copies of payslips or payroll runs.

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.

[redacted]

(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

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

Project Details

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

Beneficiary Details and Work Information

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

Submission of Forms

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

PROJECT DETAILS

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

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

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

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

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

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

[redacted]

[redacted]

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:	

Year	Month

Sheet		
1	of	

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

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

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

[redacted]

[redacted]

(14.2) BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION: ____________________

SUPPLIER: ____________________

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand 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
			Total:	R
			Expressed as a percentage of P*	%

[1]Documentary evidence to be provided

Signatures

Declared by supplier to be true and correct: ____________________ **Date:** ____________________

Verified by CCT Project Manager: ____________________ **Date:** ____________________

[redacted]

[redacted]

(14.3) 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% x 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*x100
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

[1]Documentary evidence to be provided

<u>Signatures</u>

Declared by supplier
to be true and correct: ______________________________ Date: ______________________________

Verified by CCT
Project Manager: ______________________________ Date: ______________________________

[redacted]

[redacted]

PART 5: PRICE SCHEDULE

Pricing Instructions:

5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.

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

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

5.4 All prices shall be tendered in accordance with the unit of measurement specified against each item in this price schedule.

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

5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**

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

5.8 All Prices tendered **shall be** fixed for the first twelve (12) months of the contract period and thereafter subject to adjustment in accordance with Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation.

5.9 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.

5.10 Items 1.1 – 1.10 in the price schedule are the once off non-repetitive cost in respect of setting-up and installation costs applicable to the successful tenderer.

5.11 It is the intention of the City to award the tender, as a whole, to a Main Service Provider and an Alternative Service Provider. Tenderer must therefore submit a price for **<u>all items</u>** in the Price Schedule, failing which the tenderer will be deemed non-responsive.

The Alternative Service Provider will only be utilized when and if the Main Service Provider defaults during the contract period. The Alternative Service Provider will be given one (1) months' notice to set up and commence with the contract.

[redacted]

[redacted]

5.12 A guideline of estimated volumes can be found in the tender specifications. Tenderers to note that this is for information purposes only and not indicative of the volumes that will be used by the City of Cape Town during the tenure of the contract period.

5.13 Tenderers to note:

- With regard to the printing of an average invoice: a duplex invoice which consist of two pages, will have two images. A simplex print will consist of one page and have one image.
- Construction, folding and mailing (item 4.2) on the price schedule, is for all invoices, letters, inserts printed by the supplier.
- Folding and insert only (Item 4.3) on the price schedule: is for all pre-printed inserts not printed by the tenderer.

5.14 The conversion of invoices to PDF should be tendered as per image.

5.15 The PAMSS certification is issued every six (6) months; the price to be tendered is for each certificate (item 3.1).

5.16 The PAMSS data processing is a separate process which analyses the address data supplied by the CoCT and may be requested on an 'ad-hoc basis'.

<u>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"</u>

PRICE SCHEDULE :

[redacted]

[redacted]

PRICE SCHEDULE

1. Non Repetitive services, Development, Installation and Programming Costs

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	RATE PER UNIT (EXCL. VAT) (R)
1.1	Laser letter set up and proof	Per hour	0-00
1.2	Forms design	Per hour	0-00
1.3	Programming costs	Per hour	0-00
1.4	Development costs	Per hour	0-00
1.5	Data maintenance, online, FTP costs	Per hour	0-00
1.6	Data Processing	Per hour	0-00
1.7	Insert of jpeg image in invoice body	Per image	0-00
1.8	Insert text message in message box on invoice	Per message	0-00
1.9	File server, and retrieval	Per setup	0-00
1.10	FTP setup	Per setup	0-00

2. Collection and delivery Charges

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	RATE PER UNIT (EXCL. VAT) (R)
2.1	Collection (from Civic Centre Cape Town to Print vendor)	Per job lot	0-00
2.2	Delivery (from Print Vendor to Civic Centre Cape Town)	Per job lot	0-00

3. PAMSS Certificate and data processing

ITEM	DESCRIPTION AND DETAIL	UNIT OF MEASUREMENT	RATE PER UNIT (EXCL. VAT) (R)
3.1	Issue of PAMSS certificate (SAPO)	Each certificate	500-00
3.2	Pamss address data processing	Per 1000	[redacted]

[redacted]

[redacted]

4. General Processing (Inserts, Envelopes, Nixies etc.)

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	RATE PER UNIT (EXCL. VAT) (R)
4.1	Processing and formatting of data received for printing	Per 1000	0-00
4.2	Construction, folding and mailing: Sheet folded to DL and inserted into DL envelope (All invoices, letters, inserts printed by the supplier)	Per 1000	95-00
4.3	Fold and Insert ONLY of pre-printed Inserts, letters or pamphlets: folded to DL and inserted into DL maxi envelope (not printed by print vendor)	Per 1000	80-00
4.4	Envelopes- DL window 115x230, full colour with council logo on white bond window special opaque	Per 1000	660-00
4.5	Envelopes DL window 115x230, black only with council logo on white bond window with special opaque	Per 1000	315-00
4.6	DL Maxi window envelope – 115x230, 1 colour and black with council logo on white bond window with special opaque	Per 1000	315-00
4.7	DL Maxi window envelope – 115x230, 1 colour with council logo on white bond window with special opaque	Per 1000	315-00
4.8	DL maxi envelope full colour-with DL window-115X230	Per 1000	660-00
4.9	One Step mailer, Glue and Impacting perforation	Per 1000	130-00
4.10	Processing cost of returned mail - Nixies	Per 1000	40-00
4.11	Conversion of invoices into PDF images, on selected number of invoices. (See note 5.14 on page 28)	Per 1000	30-00
4.12	Inserting of additional one insert into DL envelope	Per 1000	0-00
4.13	Inserting of additional two inserts into DL envelope	Per 1000	0-00
4.14	Inserting of additional three inserts into DL envelope	Per 1000	0-00
4.15	Inserting additional four inserts into DL envelope	Per 1000	0-00
4.16	Inserting additional five inserts into DL envelope	Per 1000	0-00

[redacted]

[redacted]

[redacted]

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	RATE PER UNIT (EXCL. VAT) (R)
4.17	Inserting additional six inserts into DL envelope	Per 1000	0-00
4.18	Post cards or acknowledgement cards	Per 1000	60-00
4.19	Guillotine: glue and binding ; Dye cut	Per 1000	70-00
4.20	Shredding of documents (Return mail – Nixies)	Per 1000	0-00

5. **Material - Paper SABS approved (excluding printing)**

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	RATE PER UNIT (EXCL. VAT) (R)
5.1	A1 150gsm gloss white	Per 1000	3374-00
5.2	A1 150gsm matt finish white	Per 1000	3374-00
5.3	A2 150gsm gloss owhite	Per 1000	1677-00
5.4	A2 150gsm matt finish white	Per 1000	1677-00
5.5	A4 70gsm bond white matt	Per 1000	175-00
5.6	A4 80gsm bond white matt	Per 1000	198-00
5.7	A4 80gsm bond-colour matt	Per 1000	250-00
5.8	A4 90gsm bond white matt	Per 1000	200-00
5.9	A4 115gsm gloss white	Per 1000	327-00
5.10	A5 115gsm gloss white	[redacted]	[redacted]

[redacted]

[redacted]

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	RATE PER UNIT (EXCL. VAT) (R)
5.11	A5 115gsm matt finish white	Per 1000	164-00
5.12	A4 115gsm paper Matt finish white	Per 1000	327-00
5.13	A6 200gsm matt finish white	Per 1000	140-00
5.14	A3 80gsm without perforated tear-off white matt	Per 1000	396-00
5.15	A4 115gsm Matt finish white (Zfold or Roll fold)	Per 1000	327-00
5.16	A4 80gsm single colour, matt cover sheet (with CoCT logo per specifications)	Per 1000	198-00

6. Litho Printing (Paper excluded)

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	RATE PER UNIT (EXCL. VAT) (R)
6.1	A4 80gsm Black matt finish	Per 1000	90-00
6.2	A4 80gsm Colour matt finish	Per 1000	150-00
6.3	A4 80gsm black cut sheet bond one side without perforated tear (promotional material) matt	Per 1000	65-00
6.4	A4 80gsm black cut sheet bond one side without perforated tear (promotional material) gloss	Per 1000	65-00
6.5	A4 80gsm 2 colour cut sheet bond one side without perforated tear (promotional material)	Per 1000	90-00
6.6	A3 80gsm 4 colour without perforated tear off (newsletter)	Per 1000	[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	RATE PER UNIT (EXCL VAT) (R)
6.7	80gsm (297x630) 4 colour without perforated tear off (newsletter)	Per 1000	870-00
6.8	150gsm A1 4 colour poster gloss or similar one side	Per 1000	1340-00
6.9	150gsm A1 4 colour poster matt or similar one colour	Per 1000	1340-00
6.10	150gsm A2 4 colour poster gloss or similar one side	Per 1000	670-00
6.11	150gsm A2 4 colour poster matt or similar one side	Per 1000	670-00
6.12	115gsm A5 4 colour flyers gloss or similar both sides	Per 1000	70-00
6.13	115gsm A5 4 colour flyers matt finish or similar both sides	Per 1000	70-00
6.14	115gsm A4 (zfold-Roll fold) 4 colour gloss or similar both sides	Per 1000	240-00
6.15	115gsm A4 (zfold-Roll fold) paper Matt finish or similar	Per 1000	240-00
6.16	115gsm A4 (folded in half) 4 colour gloss or similar both sides	Per 1000	240-00
6.17	115gsm A4 (folded in half) 4 colour matt finish or similar both sides	Per 1000	240-00
6.18	115gsm DL 4 colour matt finish or similar both sides	Per 1000	168-00

[redacted]

[redacted]

[redacted]

7. **Laser printing (Paper excluded)**

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	RATE PER UNIT (EXCL VAT) (R)
7.1	A4 simplex Laser printing - Black	Per 1000	75-00
7.2	A4 simplex Laser printing - Colour	Per 1000	90-00
7.3	A4 duplex Laser printing - Black	Per 1000	150-00
7.4	A4 duplex Laser printing - Colour	Per 1000	180-00
7.5	A3 simplex Laser printing - Black	Per 1000	150-00
7.6	A3 simplex Laser printing - Colour	Per 1000	180-00
7.7	A3 duplex Laser printing - Black	Per 1000	300-00
7.8	A3 duplex Laser printing - Colour	Per 1000	360-00
7.9	A5 simplex Laser printing - Black	Per 1000	38-00
7.10	A5 simplex Laser printing - Colour	Per 1000	45-00
7.11	A5 duplex Laser printing - Black	Per 1000	75-00

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	RATE PER UNIT (EXCL. VAT) (R)
7.12	A5 duplex Laser printing - Colour	Per 1000	90-00
7.13	A2 simplex Laser printing – Black	Per 1000	330-00
7.14	A2 simplex Laser printing - Colour	Per 1000	420-00
7.15	A1 simplex Laser printing - Black	Per 1000	660-00
7.16	A1 simplex Laser printing - Colour	Per 1000	840-00
7.17	A6 simplex Laser printing - Black	Per 1000	19-00
7.18	A6 simplex Laser printing - Colour	Per 1000	22-50
7.19	A6 duplex laser printing - Black	Per 1000	37-50
7.20	A6 duplex laser printing - Colour	Per 1000	45-00
7.21	A4 Laser printing black image and one colour	Per 1000	90-00
7.22	A3 Laser printing black image and one colour	Per 1000	180-00

[redacted]

[redacted]

[redacted]

8. Digital Printing (Paper excluded)

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	RATE PER UNIT (EXCL. VAT) (R)
8.1	A4 simplex - black	Per 1000	75-00
8.2	A4 simplex - colour	Per 1000	90-00
8.3	A4 duplex - black	Per 1000	150-00
8.4	A4 duplex - colour	Per 1000	180-00

[redacted]

[redacted]

[redacted]

PART 6: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

TENDER NO: 164S/2022/23

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED [redacted] ....

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

I, [redacted] ...., representing

[redacted] ...., as an employer [redacted] 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 compens[redacted]

COID ACT Registration Number: [redacted] ....

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 Somerset West on the 04 day of November 20 22

[redacted] on the.................................... [redacted] ......20 ...

[redacted]lly signed by Iris Ntunta
2024.04.19 11:43:44 +02'00'

Eloise de Villiers Digitally signed by Eloise de Villiers Date: 2024.04.24 11:28:17 +02'00'

for and on behalf of
City of Cape Town

[redacted]

[redacted]

[redacted]

PART 7: SUPPORTING SCHEDULES

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

Pricing Instructions:

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,
[redacted]
by email to: [redacted] **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/claim is submitted or, by agreement between the Service Provider and the City, a subsequent date on which the price increase will be effective.

8.10 In instances where the Service Provider's price claimed is less than entitled, the lesser price will be accepted.

[redacted]

[redacted]

8.11 The CCT reserves the right to apply the indices available at the date of the claim submitted by the Service Provider.

SUPPLIER/MANUFACTURER PRICE LIST VARIATIONS (SECTION A BELOW APPLICABLE TO PAPER ONLY):

The contract is subject to variation based on **SUPPLIER/MANUFACTURER PRICE LIST VARIATIONS**, and the following will be applicable:

Tenderers must supply the following documentation when applying for a price variation:

- The price list that the tender was based upon **clearly indicating the item numbered according to the tender pricing schedule**.
- The new price list **clearly indicating the item according to the tender pricing schedule** from the same supplier/manufacturer from date of tender
- **Detailed calculations** indicating how the "new" price is established
- Covering letter on a letterhead from contractor requesting the variation.
- All documentation to be signed by relevant parties,

prior to the date upon which the price variation would become effective. The effective date of any price increases granted will be at the date when all the abovementioned documentation is submitted. In instances where the contractors price claimed is less than entitled, the lesser price will be accepted. Orders placed prior to the effective date will not be allowed to be varied. Only the difference in cost will be allowed to be varied and under no circumstances may the contractor increase their profit margin.

In the event of a contactor changing their supplier/manufacturer during the tenure of the contract, any request for price variations will not be considered unless the contractor obtains prior approval from the City.

Process that will be followed:

- Contractor submits all the documentation indicated above prior to the effective date of the variation.
- The City will consider the variation and based on the documentary evidence, the City may approve the variation.
- Letters authorising the price variation will be communicated to the contractor.
- All purchase orders from the effective date will be generated at the approved contract price.

Tenderers must submit their request for price increase using the following template as follows:

Item No.	Description	Material No	Tender Price For first request, use tender price, for subsequent requests.	Old Manufacturer Price List excl. Vat	New Manufacturer Price List excl. Vat	Difference between the old and new manufacturer Price list	New Contract Price Excluding VAT

[redacted]

[redacted]

			use new contract price				
1							
2							
3							

SECTION A: SUPPLIER/MANUFACTURER PRICE LISTS

SECTION A: SUPPLIER/MANUFACTURER PRICE LISTS

TENDERS WHO ARE NOT THE MANUFACTURER/SUPPLIER

Note: TENDERERS ARE REQUIRED TO COMPLETE BELOW.

Increase using Supplier/Manufacturer Price Lists N/A

The tender price shall be subject to adjustment based on Supplier's/Manufacturer's Price Lists.

Supplier/Manufactuer ______________________

Date of Price List/Quotation upon which tender is based ______________________

Price List/Quotation Reference Number ______________________

N.B.

[redacted]

[redacted]

[redacted]

SECTION B: CONTRACT PRICE ADJUSTMENT APPLICABLE TO THE REMAINDER OF THE ITEMS IN THE TENDER:

- Rates for Professional Services shall remain **firm** for the first 12 months (from date of commencement of contract) and no claims for contract price adjustment will be considered for the first 12 months of the contract period subject to the provisions in the price schedule.

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

  90% of the 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 closing of tender. The end month shall be two (2) calendar months prior 12 months.

  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 12th 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%.
  10% of the rate will remain fixed

[redacted]

[redacted]