CITY OF CAPE TOWN
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MEMORANDUM OF AGREEMENT

FOR THE

SUPPLY OF ON ROAD FUELLING, MANAGEMENT INFORMATION SERVICES AND RELATED EQUIPMENT

MADE AND ENTERED INTO BETWEEN

CITY OF [redacted] -ITAN MUNICIPALITY

AND

ICONIC VENTURES (PTY) LTD

(REGISTRATION NO. [redacted])

CONTRACT NO. 25S/2021/22

[redacted]

[redacted]

PREAMBLE

WHEREAS Tender 25S/2021/22 was awarded to Transit Solutions (Pty) Ltd and Iconic Ventures (Pty) Ltd, in line with resolution **SCMB 38/03/22** dated **14 March 2022,** for the Supply of on Road Fuelling, Management Information Services and Related Equipment, with a contract period from date of commencement of contract until 30 June 2031.

AND WHEREAS in accordance with the City's Supply Chain Management Bid Adjudication Committee Resolution **SCMB 38/03/22** the contract awarded to Iconic Ventures (Pty) Ltd as Main Service Provider for **Table 3** as set out below (excluding– and including VAT):

TABLE 3

ITEM NO.	DESCRIPTION	UNIT OF MEASUREMENT	Net Unit Price (Supplied, Delivered and Installed) Excl. VAT	Net Unit Price (Supplied, Delivered and Installed) Incl. VAT	Recommended Main Service Provider
1	**Anti-theft/syphoning devices –diesel (Supply and install)**				
1.1	Passenger Vehicles	Each	R 660.00	R 759.00	Iconic Ventures (Pty) Ltd
1.2	Light Commercial Vehicles	Each	R 660.00	R 759.00	Iconic Ventures (Pty) Ltd
1.3	Medium to Heavy Commercial Vehicles	Each	R 2,190.00	R 2,518.50	[redacted]
1.4	Mechanical Plant	Each	R 2,190.00	R 2,518.50	[redacted]
2	**Anti-theft/syphoning devices – petrol (Supply and install)**				
2.1	Passenger Vehicles	Each	R 660.00	R 759.00	Iconic Ventures (Pty) Ltd
2.2	Light Commercial Vehicles	Each	R 660.00	R 759.00	Iconic Ventures (Pty) Ltd

AND WHEREAS it is recorded that this Contract will be governed by the provisions of 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**"), herein represented by the **Director: Fleet Management, Corporate Services** duly authorised hereto;

[redacted]

[redacted]

1.2. **Iconic Ventures (Pty) Ltd**, a private company 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 Supplier**"), herein represented by its duly authorised representative, [redacted] in his capacity as [redacted]

hereinafter jointly referred to as "Parties" and in singular, a "Party".

2. INTERPRETATION

2.1. In the event of any conflict between the provisions of this Contract, the GCC and any Part attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, 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.

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 Supplier to perform the Scope of Work for the Employer from the Commencement Date.

3.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall commence from date of commencement of contract until 30 June 2031.

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

[redacted].1. The Employer undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (**PART 5: SPECIFICATIONS**), subject to the satisfactory fulfilment of the obligations by the Supplier as set out in this Contract.

[redacted]

5.2. The Employer shall monitor and evaluate the Supplier's performance in respect of the Scope of Work.

6. OBLIGATIONS OF THE SUPPLIER

6.1. The Supplier hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work (**PART 5: SPECIFICATIONS**).

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

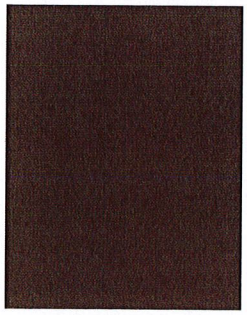
6.4. The Supplier shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Works.

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

7. PRICING DATA

7.1. The Contract Price for the Works shall be as set out in the Pricing Data annexed marked "**PART 4: PRICE SCHEDULE**".

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





DETAILS OF SUPPLIER

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	ICONIC VENTURES (PTY) LTD
Trading as (if different from above)	ICONIC VENTURES (PTY) LTD
Company / Close Corporation registration number (if applicable)	[redacted]
Postal address	[redacted] Postal Code [redacted]
Physical address **(Chosen domicilium citandi et executandi)**	[redacted] Postal Code [redacted]
Contact details of the person duly authorised to represent the tenderer	Name: Mr/~~Ms~~ [redacted] (Name & Surname) Telephone:([redacted]) [redacted] Fax: [redacted] Cellular Telephone: [redacted] E-mail address: [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]

[redacted]

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☑Yes ☐No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐Yes ☑No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐Yes ☐No N/A
	b) Does the tenderer havea permanent establishment in the Republic of South Africa? ☐Yes ☐No N/A
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐Yes ☐No N/A
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐Yes ☐No N/A
Other Required registration numbers	Not Applicable N/A

[redacted]

[redacted]

PART 1: AGREEMENTS

FORM OF OFFER AND ACCEPTANCE

TENDER NO: 25S/2021/22 – SUPPLY OF ON ROAD FUELLING, MANAGEMENT INFORMATION SERVICES AND RELATED EQUIPMENT

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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]

ICONIC VENTURES (PTY)LTD
Print name(s):
On behalf of the tenderer (duly authorised)

25 AUGUST 2021
Date

[redacted]

[redacted]

TENDER NO: 25S/2021/22 – SUPPLY OF ON ROAD FUELLING, MANAGEMENT INFORMATION SERVICES AND RELATED EQUIPMENT

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 therein, cited in pages 1 to 4 above;
Part 1: Agreements and contract data
Part 2: Special Conditions to Contract
Part 3: General Conditions of Contract
Part 4: Price Schedule
Part 5: Specifications
Part 6: Occupational Health and Safety Agreement

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 the date when the parties have signed the table below and confirms 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.





TENDER NO: 25S/2021/22 – SUPPLY OF ON ROAD FUELLING, MANAGEMENT INFORMATION SERVICES AND RELATED EQUIPMENT

The Parties	Employer	Supplier
Business Name	City of Cape Town	Iconic Ventures (Pty) Ltd
Business Registration	Not Applicable	[redacted]
Tax number (VAT)	[redacted]	[redacted]
Physical Address	Civi Centre, Tower Block 12 Hertzog Boulevard Cape Town 8000	[redacted]
Accepted contract sum including tax	Rates based as per PART 4: PRICE SCHEDULE.	Rates based as per PART 4: PRICE SCHEDULE.
Accepted contract duration	From date of commencement of contract until 30 June 2031.	From date of commencement of contract until 30 June 2031.
Signed – who by signature hereto warrants authority	[redacted]	[redacted]
Name of signatory	[redacted]	[redacted]
Signed: Date	7 November 2022	11 November 2022
Signed: Location	[redacted]	[redacted]
Signed: Witness	[redacted]	[redacted]
Name of Witness	[redacted]	[redacted]

[redacted]

[redacted]

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 ... N/A . . . . . .
. . . . . .
. . . . . .
. . . . . .

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.

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 **12 Hertzog Boulevard, Cape Town, 8001**.

Add the following after Clause 1.25:

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

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:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:

a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
c) Initial delivery programme
d) Other requirements as detailed in the tender documents

3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required

3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods

3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;

3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy

3.5.7 Comply with all written instructions from the purchaser subject to clause 18

3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21

3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period

3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.

3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.

3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.

3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The **purchaser** shall:

3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.

3.6.2 Make payment to the **supplier** for the goods as set out herein.

3.6.3 Take possession of the goods upon delivery by the supplier.

3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.

3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.

3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.

3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.

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

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

Add the following after clause 5.4:

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

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

5.6 Publicity and publication
The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.

5.7 Confidentiality
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.

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.
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.

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

15. Warranty

Add to Clause 15.2:

[redacted]

[redacted]

15.2 This warranty for this contract shall remain valid for **six (6) months** for items in Table 3, after the goods have been delivered.

16. Payment

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

16.1 A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The supplier may submit a fully motivated application regarding more frequent payment to the Employer'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.

17. Prices

Add the following after clause 17.1

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

17.4.1 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.
17.4.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
17.4.3 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.
17.4.4 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.

17.4.5 Any claim for an increase in the Contract price shall be submitted in writing to the:
Director Supply Chain Management, City of Cape Town,
P O Box 655, Cape Town, 8000

or

By email to: [redacted] and [redacted]

prior to the month upon which the price adjustment would become effective.

17.4.6 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.

17.4.7 When submitting a claim for contract price adjustment a Service Provider 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.

17.4.8 The CCT reserves the right to request the Service Provider 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 Service Provider 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 Service Provider has abandoned his claim.

17.4.9 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.

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

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

17.4.12 **Process that will be followed:**

- Service Provider 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 Service Provider indicating the effective date.
- All purchase orders for the contracted goods shall be issued at, and the Goods supplied, invoiced and paid for at the contract unit prices approved for that period and no further contract price adjustment claims will be considered, irrespective of the actual month of delivery and whether or not deliveries were subject to any manufacturing or delivery delays.
- All purchase orders from the effective date will be generated at the approved contract price. Purchase orders placed prior to the effective date will not be varied.

17.4.13 **PRICE ADJUSTMENT MECHANISM:**

- **FUEL:**

Petrol:
The **petrol** retail **price** is **regulated** by governmentin terms of Section 2c of the Petroleum Products Act 120 of 1977 (as amended), and changed every month on the first Wednesday of the month. The calculation of the new **price** is done by the Central Energy Fund (CEF) on behalf of the Department of Energy (DOE).

Diesel:
The diesel retail price is not regulated, thus adjusted rates will be applicable.

Below is a template that must be submitted by the Service Provider.

Item No	Unit of Measurement	Description	Tender Price (excl. VAT)	Increase/Decrease	New Tender Price (excl. VAT)

[redacted]

[redacted]

- **RENTAL FUEL MANAGEMENT SYSTEM:**

  Fixed for first twelve (12) months from commencement date of contract, thereafter subject to annual CPI.

- **GOODS AND/OR EQUIPMENT:**

  Fixed for first twelve (12) months from date of commencement of contract, thereafter contract price adjustments in accordance to Supplier/Manufacuturer Price List.

Tenderers to indicate which Methodology applicable to each section of offer submitted:

Section applicable	Methodology	Tender to indicate by a cross (X) which methodology is applicable to their offer	Which prices will be relevant to the methodology (as per tender pricing schedule)
A	Supplier / Manufacturer Price List Variations	X	Table 3
B	CPI		
C	Rise and Fall (FUEL)		

SECTION A

SUPPLIER/MANUFACTURER PRICE LIST VARIATIONS

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

Any claim for an increase in the Contract price shall be submitted in writing to the:
Director Supply Chain Management, City of Cape Town,
P O Box 655, Cape Town, 8000

or

By email to: [redacted] and [redacted]

15 days prior to the the price adjustment becoming effective.

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

- The Supplier/Manufacturer price list(s) that the tender was based upon **clearly indicating the item numbered according to the tender pricing schedule** (Table to be completed below for Contractors who are not the Manufacturer/Supplier).

- The new price list on the signed Supplier/Manufacturers letter head (excepting for pamphlets, brochures and e-mail communication) **clearly indicating the item(s) according to the tender pricing schedule** from the same Supplier/Manufacturer from date of tender.

[redacted]

[redacted]

Detailed calculations indicating how the "new" price is established. The calculations must be submitted on an excel spreadsheets together with a pdf signed spreadsheet. **The example below of the spreadsheet** is what is required.

Item No.	Description	Material No	Tender Price For first request, use tender price, for subsequent requests, use new Supplier/Manufacturer contract price	Old Supplier/Manufacturer Price List dated..... (Excl. Vat)	New Supplier/Manufacturer Price List dated..... (Excl. Vat)	Difference between the old and new manufacturer Price list	New Contract Price (Excl. VAT)
1							
2							

- 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 above mentioned documentation is submitted or in exceptional circumstances at the discretion of the Contract Manager. It must be noted that the date that only partial submission of documents will not be the date that will be considered when the price adjustment is granted, only when ALL signed documentation is submitted then the variation will be granted if the price is acceptable and market related.

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 Service Provider obtains prior approval from the Contract Manager.

Process that will be followed:

- Service Provider 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 indicating the effective date
- All purchase orders from the effective date will be generated at the approved contract price. Purchase orders placed prior to the effective date will not be varied.

CONTRACT PRICE ADJUSTMENT USING SUPPLIER/MANUFACTURER PRICE LISTS:

THE CONTRACTOR IS REQUIRED TO COMPLETE THE TABLE BELOW.

Item no. as per the Pricing Schedule	Description as per the Pricing Schedule	Name of Supplier /Manufacturer	Date of Price List/Quotation upon which tender is based	Price List/Quotation Reference Number

SECTION B

CONSUMER PRICE INDEX (CPI)

The Contract Price, as per GCC, shall remain **Firm** for the first 12 months from date of commencement of the contract and no claims for contract price adjustment will be considered for the first 12 months' 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. Service Providers shall be entitled to claim contract price adjustment as follows:

- **15%** of the **tendered** rate will remain fixed for the duration of the contract.
- **85%** of the year on year rate will be subject to adjustment **annually** based on the average percentage of 12 months as published by STATSSA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) 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 three (3) calendar months prior to the date of commencement. The **end month** shall be three (3) calendar months prior to the 12th month.

From start of 25th month to end of the 36month: 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 three (3) calendar months prior to the 13th month. The **end month** shall be three (3) calendar months prior to 24th month.

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

Example:

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%.

SECTION C

RISE AND FALL (FUEL)

Petrol:
The **petrol** retail **price** is **regulated** by governmentin terms of Section 2c of the Petroleum Products Act 120 of 1977 (as amended), and changed every month on the first Wednesday of the month. The calculation of the new **price** is done by the Central Energy Fund (CEF) on behalf of the Department of Energy (DOE).

Diesel:
The diesel retail price is not regulated, thus adjusted rates will be applicable.

Below is a template that must be submitted by the Service Provider.

Item No	Unit of Measurement	Description	Tender Price (excl. VAT)	Increase/Decrease	New Tender Price (excl. VAT)

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"** (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **CCT's** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

17.5.1 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, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.

(c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.

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

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

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

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

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

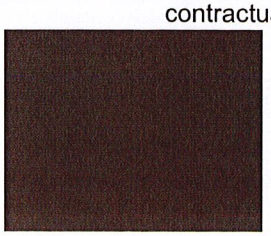
17.5.2 Adjustment for variations in customs surcharge and customs duty

(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:

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.

The penalty for this contract shall be:

Key Performance Indicators (KPI):	Penalty applicable:
The number of times master data, as updated on SAP®, was not updated on the Service Provider's system within 24 hours since notification/change request.	1% of the total monthly Bureau fee.
Manual overrides exceeding the upper limit of more than 0.6% of all transactions processed in two (2) consecutive months.	1% of the total monthly rental fees for the specific department's fleet for the last month in question.
The number of repairs not done within 24 hours of notification/job request.	1% total monthly rental fees for the specific department's fleet for the month in question.
The number of times fuel batch files were not submitted on time for daily monitoring.	0.5% of the total monthly rental fees for the specific department's fleet for the month in question.
After three (3) occurrences the permissible down time was exceeded.	1% total monthly rental fees for the specific department's fleet for the month in question.

Continued poor performance where the Service Provider stays within the Red Robot Indicator of the KPA tracking report for three (3) consecutive months, which includes all KPI's mentioned above, the City of Cape Town will implement a penalty of 10% of the total monthly rental fees of the specific department's fleet for the third month in question.

Penalties shall not apply where delays or cause of not meeting Key Performance Areas are as a result of the City's actions or inactions.

Anti-theft/syphoning devices:

Items which have not been delivered as prescribed by the Purchase Order (PO) will attract a daily penalty rate of 1% of the total PO value. The total accumulated penalty imposed by the City for late delivery on a PO may not exceed 10% of the original value for that PO.

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.

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 appointed by the City Manager in accordance with Regulation 50(1) of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

a) hand delivered – on the working day of delivery
b) sent by registered mail – five (5) working days after mailing
c) sent by email or telefax – one (1) working day after transmission

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The **VAT registration** number of the City of Cape Town is [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. Protection of Personal Information

36.1 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.

36.2 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.

36.3 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.

36.4 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.

36.5 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.

36.6 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.

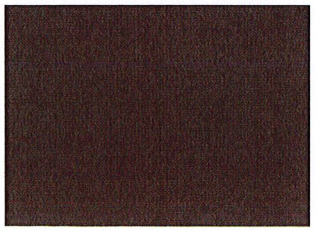
36.7 The Supplier agrees that the Purchaser may conduct regular data protection audits on the Supplier and undertakes to give its full co-operation in this regard

37. Review Clause:

This Agreement is valid from the commencement date outlined herein and is valid until further notice. 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.

39. Performance Monitoring

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.





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.: 25S/2021/22

TENDER DESCRIPTION: SUPPLY OF ON ROAD FUELLING, MANAGEMENT INFORMATION SERVICES AND RELATED EQUIPMENT

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)

PART 3: GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 'Day' means calendar day.

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

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

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

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

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

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

1.14 'GCC' means the General Conditions of Contract.

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

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

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

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

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

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

1.21 'Purchaser' means the organisation purchasing the goods.

1.22 'Republic' means the Republic of South Africa.

1.23 'SCC' means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

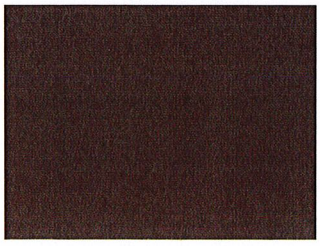
5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.

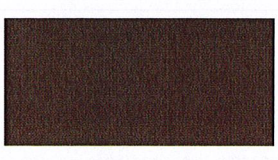
5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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 the form provided in the bidding documents or another form acceptable to the purchaser; or
b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall

take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in
substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:

(i) the name and address of the supplier and/or person restricted by the purchaser;
(ii) the date of commencement of the restriction;
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

27.2 If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable Law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

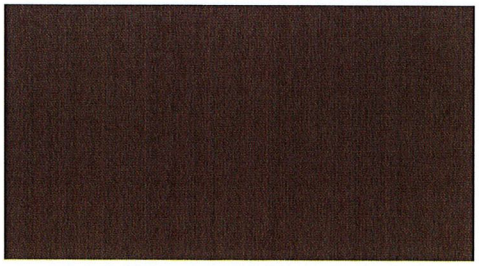
34 Prohibition of Restrictive practices

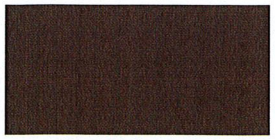
34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the

Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.





PART 4: 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 units specified in this schedule.

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

5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items in Table 1 **and** 2 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 Tenderers to note that the Rental Fuel Management System Pricing shall be for rental only.

5.9 Tenderers may elect to tender for any of the following to be deemed responsive:
5.9.1 Table 1 **and** Table 2
5.9.2 Table 1, Table 2 and Table 3
5.9.3 Table 3 only

5.10 Tenderers submitting offers in terms of sections 5.10.1 and 5.10.2 above, must submit prices for <u>all items</u> in Table 1 **and** Table 2 to be deemed responsive.

5.11 Tenderers tendering for items in Table 3 have the discretion to price for any item in Table 3.

5.12 The tenderer's monthly rental price must be inclusive of:
- all system upgrades;
- all system updates; and
- training.

5.13 The CCT intends to appoint:

<u>Table 1 **and** Table 2:</u>

Main Service Provider and Alternative Service Provider. 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.

<u>Table 3:</u>

Main Service Provider per line item.

[redacted]

[redacted]

5.14 Service Provider(s) for items in Table 3 may be the same or different Service Provider(s) appointed for items in Table 1 **and** Table 2.

TABLE 1				
Item No.	**Description**	**Unit of Measure-ment**	**Price per Unit (excl. VAT)**	**Price per Unit (incl. VAT)**
	Price for installation (Labour, hardware and future de-installation included)			
1	On road fuelling device per vehicle	Each	R 500.00	R 575.00
2	On road fuelling device per plant	Each	R 185.00	R 212.75
3	Short Term Rental solution	Each	R 120.00	R 138.00
	Monthly cost for Rental services only			
4	On road fuelling device per vehicle	Each	R 78.50	R 90.28
5	On road fuelling device per plant	Each	R 44.74	R 51.45
6	Short Term Rental solution	Each	R 25.00	R 28.75
	Monthly cost for Management services only			
7	Homebase System - Home Base Site BI Reporting and Maintenance	Monthly	R 6,266.27	R 7,206.21
8	Homebase System - Mobile Bowser BI Reporting and Maintenance	Monthly	R 6,266.27	R 7,206.21
	Items for purchase - Mandatory			
9	Homebase System - Home Base Site Automation	Each	R 74,481.00	R 85,653.15
10	Homebase System - Automatic Tank Gauging Systems	Each	R 33,845.00	R 38,921.75
11	Homebase system - Mobile Bowser Automation	Each	R 92,549.00	R 106,431.35
12	Homebase System - Single Hose High Volume Pump (complete pump set)	Each	R 33,845.00	R 38,921.75
13	Homebase System - Dual Hose High Volume Pump (complete pump set)	Each	R 84,500.00	R 97,175.00

[redacted]

[redacted]

Item No.	Description	Unit of Measure-ment	Price per Unit (excl. VAT)	Price per Unit (incl. VAT)
	Items for purchase - Mandatory			
14	Fuel dispensing gravity pipes	Per meter	R 595.00	R 684.25
15	Mobile bowser high pressured 20m hose, Ø25 mm	Each	R 9,020.00	R 10,373.00
16	Homebase site high pressure 5m hose, Ø25 mm	Each	R 3,230.00	R 3,714.50

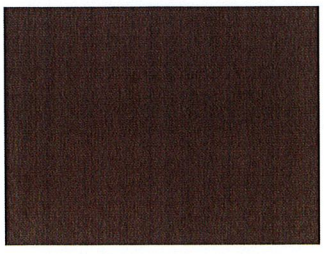
TABLE 2

ITEM NO.	RETAIL (ON-ROAD) FUEL TRANSACTIONS	UNIT OF MEASURE MENT	PRICE PER UNIT (EXCL. VAT)	PRICE PER UNIT (INCL. VAT)
	Diesel as per final formula price=List + dealer...- rebate			
	Petrol (if applicable) as per final formula price=List + dealer...- rebate			
17	**Zone 1**			
17.1	▪ Diesel - Sulphur content 0,005%	Per litre	R 15.177	R 17.454
17.2	▪ Petrol – Unleaded	Per litre	R 17.490	R 20.114
18	**Zone 2**			
18.1	▪ Diesel - Sulphur content 0,005%	Per litre	R 15.233	R 17.518
18.2	▪ Petrol – Unleaded	Per litre	R 17.550	R 20.183
19	**Zone 3**			
19.1	▪ Diesel - Sulphur content 0,005%	Per litre	R 15.283	R 17.575
19.2	▪ Petrol – Unleaded	Per litre	R 17.600	R 20.240
20	**Zone 4**			
20.1	▪ Diesel - Sulphur content 0,005%	Per litre	R 15.349	R 17.651
20.2	▪ Petrol – Unleaded	Per litre	R 17.660	R 20.309

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ITEM NO.	RETAIL (ON-ROAD) FUEL TRANSACTIONS	UNIT OF MEASURE MENT	PRICE PER UNIT (EXCL. VAT)	PRICE PER UNIT (INCL. VAT)
	Diesel as per final formula price=List + dealer...- rebate			
	Petrol (if applicable) as per final formula price=List + dealer...- rebate			
21	**Zone 5**			
21.1	▪ Diesel - Sulphur content 0,005%	Per litre	R 15.442	R 17.758
21.2	▪ Petrol – Unleaded	Per litre	R 17.760	R 20.424
22	**Zone 6**			
22.1	▪ Diesel - Sulphur content 0,005%	Per litre	R 15.576	R 17.9124
22.2	▪ Petrol – Unleaded	Per litre	R 17.890	R 20.574
23	**Zone 7**			
23.1	▪ Diesel - Sulphur content 0,005%	Per litre	R 15.695	R 18.049
23.2	▪ Petrol – Unleaded	Per litre	R 18.010	R 20.712
24	**Zone 8**			
24.1	▪ Diesel - Sulphur content 0,005%	Per litre	R 15.922	R 18.310
24.2	▪ Petrol – Unleaded	Per litre	R 18.240	R 20.976
25	**Zone 9**			
25.1	▪ Diesel - Sulphur content 0,005%	Per litre	R 16.161	R 18.585
25.2	▪ Petrol – Unleaded	Per litre	R 18.470	R 21.241
26	**Zone 10**			
26.1	▪ Diesel - Sulphur content 0,005%	Per litre	R 16.315	R 18.762
26.2	▪ Petrol – Unleaded	Per litre	R 18.630	R 21.425



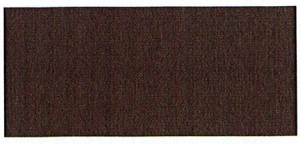


TABLE 3					
ITEM NO.	DESCRIPTION	UNIT OF MEASUREMENT	Net Unit Price (Supplied, Delivered and Installed) Excl. VAT	Net Unit Price (Supplied, Delivered and Installed) Incl. VAT	Recommended Main Service Provider
1	**Anti-theft/syphoning devices –diesel (Supply and install)**				
1.1	Passenger Vehicles	Each	R 660.00	R 759.00	Iconic Ventures (Pty) Ltd
1.2	Light Commercial Vehicles	Each	R 660.00	R 759.00	Iconic Ventures (Pty) Ltd
1.3	Medium to Heavy Commercial Vehicles	Each	R 2,190.00	R 2,518.50	[redacted]
1.4	Mechanical Plant	Each	R 2,190.00	R 2,518.50	[redacted]
2	**Anti-theft/syphoning devices – petrol (Supply and install)**				
2.1	Passenger Vehicles	Each	R 660.00	R 759.00	Iconic Ventures (Pty) Ltd
2.2	Light Commercial Vehicles	Each	R 660.00	R 759.00	Iconic Ventures (Pty) Ltd

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PART 5: SPECIFICATIONS

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

ABBREVIATIONS/BRAND NAMES

CCT / CoCT	City of Cape Town, CITY, Council
e-Fuel	Electronic fuel management system used by the current Service Provider.
ERP	Electronic Resource Planning computer structure. The internal resources utilised to allow SAP® to be managed by the City of Cape Town to meet its needs.
GPS	Global Positioning System is a radio navigation system that allows land, sea, and airborne users to determine their exact location, velocity, 24 hours a day, in all weather conditions and anywhere in the world. Accuracy has always been a problem. The procedures and protocols must be of the most current technology.
LRP	Lead Replacement Petrol
Odo	The odometer of the vehicle.
OEM	Original Equipment Manufacturer, not referring to the tenderers products being used but the motor manufacturer of the vehicles / plant (fleet) to which the tenderers devices need to be fitted or installed.
SAP®	System Application and Products, software company.
ULP	Unleaded Petrol
VIU / CU	Vehicle Identification Unit (VIU) or Control Unit (CU). It is the vendor's hardware fitted to fleet to facilitate the unique identification and all collection and transfer of data for fuel transaction to be processed. It consists of all "computer /electronic modules" which might be needed for it to function 100% as per this contract's needs.
WTP	Water Treatment Plant
50ppm	Diesel with a 0.005% sulphur content particles per million.

DEFINITIONS

Asset	A specific item of Fleet within this document.
Auxiliary Equipment	All components which do not form part of the main control module (VIU / CU) but are required for the hardware package to perform its function of dispensing fuel, and for the system to minimize human intervention and/or fraud.
Black listing	Status of a vehicle which has been stopped from refuelling. This is the cancellation of an item of fleets' active status, making it redundant.
Bureau Service / Service Fee	All the business services provided via a centralised back office which is responsible for all administration, reporting customer interactions. A City of Cape Town manned offices liaising between the tenderer and the City of Cape Town's internal customers. Operationally managing the "On Road" fuel regarding: reports, maintenance, fitments, and reporting of any deviations and exceptions.

Custodian	One Directorate will be managing the contract and therefore will require total, unrestricted access to all sub fleets information. This will be limited to a minimum number of super users.
De-installation	When a control unit is removed from a vehicle by the owner of that control unit.
Directorates	City of Cape Town fleet is split in 4 Sub fleets each managed independently. Each Sub Fleet and approximate fleet sizes:

	Sub Fleet	Vehicles & Tractors	Mobile Plant	Jerry Cans
a)	Assets & Facilities Management	5350	450	550
b)	Energy (Electricity)	1000	60	100
c)	Solid Waste Management	800	100	50
d)	Water & Sanitation	1200	25	500

Down time	Time when the system is not available.
Electronic Lock	The term used to describe the function of the fuel technology required to identify the asset and prevent the incorrect fuel type being dispensed.
Fleet/Assets	All Vehicles, Jerry cans, Mobile and Stationary Plant that utilise fuel and could be impacted by this tender.
Horticultural Equipment	Brush cutters, chainsaws, ride-on and walk-behind lawn mowers.
Hour Meter	An alternate unit of measure to Odometer. It may also be required to be measured in conjunction with the Odometer reading from a single asset.
Home base	A static fuel storage and from which fuel can be pumped into fleet, with a capacity of typically 5 000 to 20 000 litres capacity. A site may have up to 4, 20 000 litre tanks. Hardware for a site needs to be able to accommodate 4 fuel pumps. Provision needs to be made for accurate electronic measuring of the volume of fuel held in the tank at any given time.
In-house	Homebases and Mobile bases.
Jerry Can	A portable steel fuel container containing ± 20 litres of fuel and is used to transport fuel safely.
Key Fob	It is an authorisation tag with a coded level of authority to allow fuelling of certain items of fleet. It is also used as a manual / master override key.
Manual Overrides	When the Electronic Fuel Management system doesn't allow a City of Cape Town's approved fleet to refuel at a forecourt.
Marine Equipment	Boats, semi-rigid boats, jet skis
Metropole	The geographical area of the City of Cape Town as defined by its municipal boundaries, Annexure A.
Mobile base	A truck in which fuel is stored and from which it is pumped into fleet, typically 2 000 to 8 500 litres capacity with accurate electronic measuring of the volume held and dispensed, in / from the tank at any given time.
Mobile Plant	Various Earthmoving, Construction, Horticultural Equipment, Marine Equipment, Tractors





and Utility Type Special Purpose Vehicles using the fuel types catered for within this tender.

Odometer	The odometer is a distance output which must be measured electronically, even if a fleet item has a mechanical odo fitted as OEM standard.
On-road sites	Service Station
Operating Hours	The operating hours are from 07:00 to 16:00, Mondays – Fridays.
Post-dated transactions	The submission of the transaction has been delayed and only after a period of time is it captured/resolved for processing.
Real-time transactions	(i) the actual time during which a process or event occurs, namely: "along with much of the country, he watched events unfolding in real time on TV"; (ii) relating to a system in which input data is processed within milliseconds so that it is available virtually immediately as feedback to the process from which it is coming, e.g. in a missile guidance system. (i) Real-time reporting is a business intelligence practice that consists of gathering up-to-the-minute data and relaying it to users as it happens. Information is presented in its most current form for managers to easily make quick decisions when under heavy time constraints. (ii) Real-time data is information that is delivered immediately after collection. There is no delay in the timeliness of the information provided. Real-time data is often used for navigation or tracking. Such data is usually processed using real-time computing although it can also be stored for later or off-line data analysis.
Service Station	Also referred to as Commercial Garage, Forecourt, Petrol Station.
Special Purpose Vehicles	Quads / All-Terrain Vehicles
Stationary Plant	Any piston machine which is driven by energy dense fuel (petrol and diesel).
Sub-fleet	The City of Cape Town is made up of 4 smaller fleets. Each of these shall be are referred to as a sub fleet; a) Assets & Facilities Management b) Energy c) Solid Waste Management d) Water & Sanitation
Super user	A special user account used for system administration.
Tank Capacity	Nominal tank volume in litres when referring to a single tank.
Up time	Time when the system is available.
Vehicles	Various traffic registered passenger cars, LDVs, panel vans, minibuses, midibuses, buses, Medium and Heavy Vehicles, Fire Vehicles and Motor Cycles within the City of Cape Town's fleet.

SCOPE OF TENDER

1. BACKGROUND DATA

1.1.1 The City of Cape Town utilises a rental model for the automated fuel management system enabling the City of Cape Town's fleet to refuel at selected retail service stations, as well as dispensing from home and mobile base fuel depots across the City of Cape Town. The home and most mobile base sites are all zero-rand value transactions as the fuel is supplied by another tender, however the management of the volumes of fuel falls within the scope of this tender.

1.1.2 The City of Cape Town currently fuels most of the fleet (approximately 9 000 motor vehicles and 1 200 Jerry cans) via an "on the road" retail services stations method and using an automated fuelling technology linking approximately 200 Cost Centres to all of these assets. The balance of the Jerry cans and +-600 mobile plant items are generally fuelled via +-20 static and +-8 mobile fuel bases.

1.1.3 It is estimated that the City of Cape Town's current fuel consumption is approximately:

- Petrol - 6 million litres per annum
- Diesel - 13 million litres per annum

These figures are not guaranteed volumes.

1.1.4 The City of Cape Town currently requires five methods of fuelling viz:

- "On-Road" fuelling at retail fuel stations
- "Home Base" fixed tanks
- "In-House" mobile tankers
- "Jerry Cans"
- Short term rentals- mechanism to refuel externally hired vehicles

All fuel transactions / dispensing must be electronically imported into SAP® via an interface **as stipulated in Annexure E** attached (SAP® **INTERFACE SPECIFICATIONS)**. For the purposes of management reports all refuelling transactions from home base and mobile base must be merged with transactions from retail service stations.

2. GENERAL

2.1 All data supplied by the City of Cape Town under this contract is confidential and may not be disclosed to any third party.

2.2 Tenderer to provide a real-time database to the City of Cape Town's Back Offices and each sub fleet to ensure that the fuel management reporting system and all information live.

2.3 Transaction dates must be the actual date and time.

2.4 Helpdesk transactions must reflect the actual date and time of the transaction.

2.5 Service Provider shall provide a monthly approved forecourt list or when amendments are made.

2.6 Tenderer to synchronise COCT Fleets master data within six (6) months of contract commencement and maintain updated monthly thereafter.

3. GENERAL SCOPE OF CITY OF CAPE TOWN TECHNICAL NEEDS

3.1 The supply of fuel at a competitive price.

3.2 To maintain its fleet mobile 24 / 7 / 365 via a comprehensive network of on-road sites.

3.3 A fuelling solution for a variety of vehicles and mobile plant. Fuel needs to be both grades of petrol (ULP 95 and LRP) and both grades of diesel (50 ppm and 500 ppm).

3.4 The solution needs to have unique identification for each asset and access control with real-time vehicle verification and fuel transactions at approved refuelling stations.

3.5 It's in-house bases to be monitored and records kept of the vehicle, and fuels: volume, date, kilometres /hours and time dispensed. These bases are currently mainly fuelled via another contract.

3.6 Key Fob is also used as a manual / master override key. The submission may use a different device or technology, but must have the same functionality or better.

3.7 Other than supply and monitoring of all fuel transactions undertaken by the fleet and elaborated further in this document (**Annexure F**): This should include industry standard reports and are to be supplied on a periodic basis. All transactions MUST be sent to SAP® via files with a range of the City of Cape Town's standard parameters to identify the vehicle, fuel type, cost, volume of fuel, site, transaction date and time, mileage, fuel consumption, excessive refuelling etc. These should preferably be automated.

3.8 Tenderers must have an existing business model which has local capacity and can meet the City of Cape Town's needs at the commencement of the contract.

3.9 There must be a sufficient number and practical distribution of service stations within the Cape Town Metropole to support the combined fleet. As per Annexures A and B.

3.10 Note: "Credit Card" type systems solely reliant on using keypads (standard public transactions) or bar codes for activating and controlling the dispensing of fuel **SHALL NOT BE CONSIDERED FOR THIS CONTRACT.**

3.11 The City of Cape Town will supply a comprehensive database (fleet register) to the successful Tenderer.

3.12 Tenderer's are advised that:

3.12.1 The current Service Provider will be required to continue to perform in terms of the existing contract for the provision of fuel and associated support services during the handover period, until the successful completion of the fleet's migration. This period is expected to be a maximum of six (6) months from date of commencement. The existing systems will be supported by the current tenderer until such time as the equipment is replaced.

3.12.2 The future tender for forecourt fuel and fuel management services will require a similar handover period to commence at the start of its contract. This will commence within the last six (6) months of this contract. The Service Provider for this contract must acknowledge that during the last six (6) months of this contract, there will be a phasing out of this technology and a phasing in of the future technology.

3.13 Tenderer is to provide a comprehensive swop out project plan with tender submission which includes, but not limited to, the following:

- Time taken to install full solution per asset (vehicle or plant)
- Resources e.g. project manager, technicians, back office support, equipment, fitments schedule.
- Project schedule
- Stock availability

3.14 Service provider is to ensure complete migration of the entire City asset holding within six (6) months from contract commencement. If the project is not progressing as per submitted timelines, the Service Provider must align to the numbers of required fitments by all means necessary.

3.15 Tenderers to note it will be requirement to have various hubs for fitments across the City as well as onsite installations for plant items that cannot reach a fitment hub.

3.16 Upon installation, the City is to be provided with a system activation confirmation for each asset. No City vehicle will be transported to a service station for testing.

4. GEOGRAPHICAL FOOTPRINT

4.1 Required minimum:

- Area 1 – 15 sites
- Area 2 – 10 sites
- Area 3 – 10 sites
- Area 4 – 10 sites
- Area 5, greater Western Cape outside of the City Municipal boundaries – 5 sites

5. BUREAU SERVICE

5.1 The service needs to be automated.

5.2 Proactive Reporting: The constant monitoring of information and resolving any problems to ensure maximum cost effective and minimum fleet downtime.

5.3 Analysis of the product and services provided.

5.4 Analysis of refuelling anomalies and reporting misuse and theft daily.

5.5 Weekly Feedback/operational sessions with the sub fleets to discuss progress, resolve transaction queries, financial management, system related queries, master data updates and KPI's.

5.6 GPS breadcrumb trail of vehicle movement must be available, if and when required by the City, on any asset.

6. REPORT FRAMEWORK

6.1 The vendor will supply a list of re-active and pro-active reports not restricted to those laid out within this document (Annexure J) and including all "standard / generic" reports available to commercial customers. As an alternative method of accessing these they shall also be available via web based browsers.

6.2 The following need to be automated/push reports:

Automated Reports Listing	**Frequency**
Device Non Reporting	Daily
Multiple Fill per equipment Report	Daily
Homebase Fuel Transaction Listing Report	Daily
Last Transaction Activity listing Report	Daily
Lube Report	Daily
Automated Reports Listing	**Frequency**
Odometer Still Report	Daily
Tank Capacity exceeded Report	Daily
Transaction Listing per customer per date range Report	Daily
Monthly Automated Reports	**Frequency**
Fuel Consumption Report-per vehicle/plant	Monthly

Summary report per token type Report	Monthly
Summary report per merchant Report	Monthly
Fleets - Executive Summary Report	Monthly
Departmental Executive Summary Report	Monthly
Quarterly Departmental Executive Summary Report	Quarterly
Operational Items	**Frequency**
Repair Job cards submission	Weekly
Help desk/Manual Over rides Report for COCT Fleet	Weekly

6.3 The following are examples of general reports (including web based):
- 6.3.1 Reconciliations
- 6.3.2 Comparisons between bowser volumes received versus volumes dispensed.
- 6.3.3 Web based reports

6.4 The Service Provider will be required to submit both sets of transaction file records to the City of Cape Town:

- Executive/Management reports are to be supplied per fleet, containing the monthly overall performance in a graphical format and to be further sectionalised per department i.e. Law Enforcement, Fire and Rescue, City Health etc.
- Monthly executive summaries to be submitted monthly to fleet Co-Ordinators, Head of Departments, Managers and Directors,
- Quarterly executive reports to summarize three (3) month's performance to be submitted to Directors and Executive Directors.
- All monthly reports shall be submitted by the 2nd day of the preceding month being reported on.
- All quarterly reports shall be submitted by the 2nd day of the preceding month after a quarter has been completed.

6.5 All equipment installed in City of Cape Town fleet:

6.5.1 All systems fitted to the City of Cape Town's fleet are to be vehicle/plant OEM approved before fitment and in no way impede the contracts performance requirements.

6.5.2 Short term rental mechanisms fitments shall not be invasive as these fitments will be to externally hired vehicles (non-City assets).

6.6 Odometer

6.6.1 Every Vehicle installation must have an electronic odometer reading output to the fuel database.

6.6.2 Odometer calibrations shall be actioned at the forecourt / Service station with every refuel.

6.6.3 Hour Meter may also be required to be measured in conjunction with the Odometer reading from a single asset. The migration of the time value to the software package must be done without human intervention.

6.6.4 Each and every installation / CU will have measuring points for tank capacity which can be set e.g. volume, frequency of fills. Volume/Litreage will ensure no overfilling occurs.

6.7 Risk Management

6.7.1 Analysis of refuelling anomalies and reporting of misuse and theft shall be done daily.

6.7.2 The Service Provider must ensure that only approved forecourts are allowed refuelling of City assets.

6.7.3 The Service Provider must ensure that forecourts do not process a transaction against an asset that does not have a refuelling device and must ensure the correct validations, verifications and identifications are done.

6.7.4 The Service Provider must ensure that, in the event of a manual override, a City

Official/driver shall not be rejected on the basis of forecourt related administration. Pre-authorization however needs to be obtained from the City by the Service Provider. Once the vehicle has been identified and the driver identified from his/her driver's license has been approved by the City, a manual transaction may be done and the information uploaded by the Service Provider onto the electronic billing system. It is critical that this is submitted electronically as soon as possible. As transaction and posting dates must be instant or within 24 hrs. Note both dates must be on the transaction information. Should an unauthorised manual transaction not be resolved, the costs shall be for the Service Provider's account.

6.7.5 The Service Provider is responsible for any damage to City of Cape Town's Fleet whilst in possession of the assets.

6.7.6 Whilst an asset is black listed, all fuel transactions incurred will be for the Service Provider's account.

7. BASIC SYSTEM REQUIREMENTS

7.1 Provide daily and monthly billing

The following fuel types and grades of fuel **must** be supplied and the device identification will only permit one type of fuel to be accepted to an asset.\: -

- 95 Octane Petrol (Unleaded)
- Diesel (0.005% or 50ppm Sulphur content)

Instant fuel transaction billing is required.

All goods and services (if applicable) must be billed monthly by the 2nd day of each month.

7.2 Transaction Management

The tenderer must show as per Annexure SAP interface that it has a proven and developed system that can cater for the electronic collection and pricing of transactions made by City of Cape Town's fleet from approved / participating service stations. This system shall also incorporate all transactions carried out at City of Cape Town home fuel tanks and mobile bases as if they were independent service stations.

The City will not pay any third parties, only the Service Provider.

7.3 Current and Future Fuel Distribution Network Fuel Stations

The City of Cape Town's fleet operate on every road in every suburb within the boundaries of the City of Cape Town. It is imperative that the proposed network of service stations provides coverage across the entire City Of Cape Town area for related assets managed on this tender, as well as an emergency plan to supply the City, as a high priority, with fuel in the event of local or national fuel shortage by means of direct access to fuel refineries or a network of forecourts.

8. TECHNICAL REQUIREMENTS

8.1 For all software and hardware tendered for, all licensing costs must be included in the rental price in the pricing schedule. No annual license fees will be considered.

8.2 Tenderers may use any software for their operating platform which is compatible with the current software/system utilized by the City, as per **Annexure H** attached.

8.3 Tenderers must ensure that all software is fit for purpose and functional in the front- and back-end of the system.

8.4 Web based reporting and management services.

8.5 Weekly analytical dashboard checks must be performed on all vehicle fuel devices.

8.6 The following work and responsibilities shall be included in the scope of work as a minimum:

8.6.1.1 Validating incoming data and correct data and report missing data.
8.6.1.2 Build and maintain a register of vehicles,
8.6.1.3 Provide means of updating and maintaining this register via the web based application.
8.6.1.4 Provide an electronic dashboard for assets fitted with automated tank gauge systems indicating tank volumes.
8.6.1.5 Continuously develop and maintain reports via the web based reporting and management interface to meet operational needs.
8.6.1.6 Ongoing training for in field and web application users.
8.6.1.7 All the costs associated with these services (including training) must be included in the tender price as no additional costs will be considered by the City of Cape Town.

9. MAINTENANCE SERVICES

9.1 The Service Provider is responsible to replace all faulty equipment within 24 hours of notification via email.

9.2 One Annual Fuel calibration for all COCT fuel bowsers during the duration of this contract for no cost (excluding any remedial work required to perform the calibrations).

9.3 When a control unit is removed from a vehicle by the owner of that control unit, there shall be strict record keeping e.g. serial numbers, date logs and fitment history. Any charges related to a control unit shall cease from date of de-installation until reutilised.

10. SYSTEM AVAILABILITY

10.1 The system will be required to have an up time of 24 / 7 / 365 availability and accessibility.

10.2 The following scenarios of down time will be permitted:

- Down time of 1 hour will be permitted during operating hours.
- Downtime of 4 hours will be permitted outside of the operating hours.
- Downtime of 12 hours will be permitted on a weekend for maintenance by request. If more time is required, it must be applied for in writing by the Service Provider, subject to approval by the City.

11 SYSTEM OVERVIEW AND PROCESSES

11.1 Tenderers must submit, with their tender submissions, full details of the system overview and processes.

12 INSPECT, DEMONSTRATION AND TESTING OF EQUIPMENT

12.1 During the evaluation period the City may arrange with tenderers within five (5) working days' notice, during which the interoperability tests will be undertaken and the Tenderer will be afforded the opportunity to demonstrate the interoperability of his offered equipment.

13 TECHNICAL SUPPORT

13.1 Tenderers must indicate in the covering letter what support infrastructure is available locally in the Cape Metropolitan Area and in South Africa to support their products to ensure an effective technical support service.

13.2 Tenderers are required to have the required pool of technical staff available to provide support as specified under the resource requirements paragraph.

13.3 Systems are to be upgraded with current technology.

13.4 The tenderer's monthly rental price must be inclusive of all system upgrades and updates.

13.5 To protect the City's data and operational system, the Service Provider is required to perform all security maintenance and patching, at regularly windows from when patches are available by the operating system, to avoid data loss and downtime of the system.

13.6 Any loss of confidential information, location information or the inability to operate the system, the City holds the right to initiate breach.

13.7 Unnecessary expenditure and damage to the City's reputation would initiate breach.

13.8 In the event of unnecessary expenditure, the City must be reimbursed.

13.9 Bi- annual IT governance audit reports.

14 RESOURCE REQUIREMENTS

14.1 Tenderer shall provide a Customer Relations Manager.

14.2 Tenderer shall provide Administrative support staff to assist the Customer Relations Manager ensuring compliance to the required scope of work.

14.3 Tenderers shall provide a technical team, as stipulated under paragraph 14.5.

14.4 On the commencement of contract, the tenderer must be capacitated to ensure the tenderer fit the entire fleet within six (6) months.

14.5 A minimum requirement of one (1) technician per 2000 vehicles for maintaining the fleet during the tenure of the contract.

Department	Approximate Fleet Sizes
Energy	1034
Water Services	1560
Solid Waste Management	1066
EOAM	5250

15 SERVICE MANAGEMENT

15.1 Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

15.2 Service Availability

Coverage parameters specific to the service(s) covered by the service provider in this contract are as follows:

- Help Desk Override Support: Monday – Sunday, 24 hours, 365 days a year.
- Telephone support: Monday – Friday during office hours 07H00 – 16H00
- Telephone support: After hours / Saturdays and Sundays / Public Holidays / Emergency contact
- Calls not received by telephone support and any urgent after hours will be forwarded to a mobile phone.
- Telephone support: .....
- Mobile phone number (for after hours and urgent matters): .....
- Contact person:.....

- Email support: Monday – Friday during office hours. 07H00 – 16H00
- Emails response time should be within 24 hours of request
- Email address: .....

15.3 Repair and Warranty Framework

Coverage parameters specific to repairs covered in this contract are as follows:

- The device and all associated components will be covered by a warranty for the duration of this contract.
- The respective fleets will make arrangements with the Service Provider via E-Mail or phone, requesting a scheduled maintenance service.
- Response on repair notification of vehicles during working hours must be done within three (3) hours.
- The Service Provider must report to the Homebase site requiring repairs within three (3) hours of receiving notification in the event of not being able to dispense fuel during working hours. On after hours, response on notification will happen within eight (8) hours. The repairs will be completed within twenty-four (24) hours from notification.
- Inspection sheet/Job Card must be handed in to respective Directorate Fleet Administration department (as agreed upon) by close of business or by 8am the next working day. Fleet representative must sign off the completed job.

16 INVOICING

16.1 Invoices to be submitted at least 14 days before the payment run as indicated under Clause 7.5 of the Special Condition of Contract.

16.2 Invoices to be submitted no later than 30 days after the services were rendered.

16.3 Invoices to be submitted with the correct information i.e. Purchase order number, rates, vehicle information as no invoice will be processed with incorrect details. The Service Provider is responsible and accountable for any delays caused due to incorrect information submitted on invoices.

17 PERFORMANCE MANAGEMENT

17.1 The Service Provider will be measured through the means Key Performance Areas (KPAs) as stipulated in the contract.

17.2 Each KPA will consist of Key Performance Indicators (KPIs) each combined with thresholds and targets.

17.3 The Service Provider must take note of the targets they will be expected to achieve and must factor all necessary staffing compliments, equipment and facilities into the pricing structure.

Key Performance Areas

It must be noted that the Service Provider will be measured in terms of this contract. Target percentages may be adjusted as and when deemed necessary, in consultation between both Parties. Adjustments will be communicated timeously and measurements will be started immediately.

Quarterly steering committee meetings will be held with the respective user departments to discuss previous month's concerns and results from the KPA tracking.

KPI 1
The number of invalid counter readings per month compared to the number of vehicles as a percentage.

KPI 2
The number of transactions rejected as a percentage of all the transactions of the respective month.

KPI 3
The number of times master data as updated on SAP® was not updated on the Service Provider's system within 24 hours since notification/change request will incur a financial penalty of 1% of the total monthly Bureau fee.

KPI 4
Manual overrides exceeding the upper limit of more than 0.6% of all transactions processed in two consecutive months will incur a financial penalty of 1% of the total monthly rental fees for the specific departments fleet for the last month in question.

KPI 5
The number of repairs not done within 24 hours of notification/job request, as a percentage of all notified repairs will incur a financial penalty of 1% total monthly rental fees for the specific department's fleet for the month in question.

KPI 6
The number of times fuel batch files were not submitted on time for daily monitoring will incur a financial penalty of 0.5% of the total monthly rental fees for the specific department's fleet for the month in question.

KPI 7
The time to process batch files must not exceed 72 hours from date of transaction. Help desk transactions are excluded.

KPI 8
The number of times invoices were not submitted on time.

KPI 9
After three (3) occurrences the permissible down time was exceeded. As a percentage of rental period, tenderer will incur a financial penalty of 1% total monthly rental fees for the specific department's fleet for the month in question.

Continued poor performance where the Service Provider stays within the Red Robot Indicator of the KPA tracking report for three (3) consecutive months, which includes all KPI's mentioned above, the City of Cape Town will implement a penalty of 10% of the total monthly rental fees of the specific department's fleet for the third month in question.

Penalties shall not apply where delays or cause of not meeting Key Performance Areas are as a result of the City's actions or inactions.

18 TRAINING

18.1 Training must be provided on all operational features on the web based application on an as and when required basis during the tenure of the contract.

18.2 All training must be available via a web-based training module at contract commencement date.

18.3 Super users to be trained upon implementation of contract and prior to the commencement of project to swop out devices.

18.4 General users training will be as and when required during the contract period.

18.5 The City of Cape Town will provide the venue of the training session, where required.

18.6 All training material costs must be borne by the tenderer.

18.7 The training program must include training of staff on all aspects of the web reporting application in order for staff to undertake all required actions such as reports, viewing of vehicle positions, correcting or capturing of data, etc.

18.8 The tenderer's monthly rental price must be inclusive of all training costs.

19 HEALTH AND SAFETY

The Service Provider shall comply to correct disposal of all electronic waste generated i.e. battery disposal, inactive SIM card disposal. Proof of such disposal certificates must be made available as and when required. The Service Provider is expected to keep records of all legislative certificates while this contract is in place.

20 ANTI THEFT/SIPHON DEVICE

Diesel and Petrol theft is a growing problem not just in South Africa but globally. Most businesses with commercial vehicles will have experienced or have been victims of fuel theft.

The best way to prevent fuel theft is to install an anti-siphon device removing the temptation and opportunity to steal fuel and thereof the City requires tenderers to supply and fit anti-theft/siphon devices to the various range of vehicles, as listed under Table 3 of the Price Schedule.

Tenderers to note that the fitment of the above mentioned devices must have no impact on the automated fuel system, as specified in this tender, and OEM vehicle warranties. Resulted damage to be for the tenderer, if any damage should occur to the vehicle.

Brochures of product offered to be provided by tenderer with their tender submission.

The tenderer must give a guarantee, confirming that all goods covered by this contract are of reasonable design, material, parts and workmanship and are fit for the purpose for which they are required.

In addition, the tenderer will provide a minimum warranty for a period of 6 months, covering all materials, parts and workmanship against latent defects.

The fitment of the device must be compatible with the fitment of the automated fuel system as specified in this tender.

The fitment of the device must have no impact on the Original Vehicle Manufacturers warranty. The City will not entertain any disputes from the service provider with regards to the fitment of the devices. Any resulted damage to the City's vehicles as a consequence of the fitment of the device will be for the tenderers account.

21 PRESENTATIONS

Tenderers must be prepared to present to the Bid Evaluation Committee all elements of their proposal within five (5) days after been requested to do so. Tenderers must note that only elements presented in their tender may be presented and not new information. The intention for the presentation is for the Bid Evaluation Committee to gain clarification into the solution offered.

22 GUARANTEE

The tenderer must give a guarantee for items delivered in terms of the contract, and confirming that all goods covered by this contract are of satisfactory design, material, parts and workmanship and are fit for the purpose for which they are required for the full duration of the contract.

In addition, the tenderer will provide a warranty for the Anti-theft/syphoning devices for a period of six

(6) months, covering all materials, parts and workmanship against latent defects.

23 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"

24 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.

25 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 timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT's Agent.

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

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

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

(5.1) 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

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			

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

TENDER NO. AND DESCRIPTION: Tender 25S/2021/22 – The Supply of on Road Fuelling, Management Information Services and Related Equipment

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]

(5.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION: Tender 25S/2021/22 – The Supply of on Road Fuelling, Management Information Services and Related Equipment

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

Signatures

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

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

[redacted]

[redacted]

PART 6: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

ICONIC VENTURES (PTY) LTD ,
(Supplier/Mandatary/Company/CC Name)

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

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

COID ACT Registration Number: [redacted]

OR Compensation Insurer: [redacted]

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 [redacted] 25 day of August 20.21

[redacted]

Witness Cape Town 07 November 2022

Signed at ..... on the ..... da [redacted]

[redacted]

Witness

for and on behalf of
City of Cape Town

[redacted]

[redacted]