

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 10/04/2017	Version: 7	Page 1 of 66

TENDER NO: 77S/2018/19

THE PROVISION OF OCCUPATIONAL HEALTH AND VACCINATION SERVICES TO SUPPORT CURRENT
OCCUPATIONAL HEALTH SERVICES RENDERED TO EMPLOYEES OF THE CITY OF CAPE TOWN

CONTRACT PERIOD: 3 years plus 2 years from date of commencement of Contract

CLOSING DATE: 16 October 2018

CLOSING TIME: 10:00 a.m.

TENDER BOX
NUMBER: 146

TENDER FEE: R200

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

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

TENDER	SIGNATURES OF CITY OFFICIALS TENDER OPENING
1	
2	
3	

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(1) GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : 14 September 2018
- CLARIFICATION MEETING** : At 12h30 on Thursday 4 October 2018
- VENUE FOR CLARIFICATION MEETING** : City of Cape Town
City Health Boardroom
22nd Floor, 4- bay Side
Civic Centre, Cape Town
12 Hertzog Boulevard
Cape Town, 8000
- TENDER BOX & ADDRESS** : Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
- : The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement **TENDER NO. 77S/2018/19- THE PROVISION OF AN OCCUPATIONAL HEALTH AND VACCINATION SERVICES TO SUPPORT CURRENT OCCUPATIONAL HEALTH SERVICES RENDERED TO EMPLOYEES OF THE CITY OF CAPE TOWN** the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.
- If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

CCT TENDER REPRESENTATIVE

[Name:

Tel No:

Email:

(2) DETAILS OF TENDERER**1.1 Type of Entity** (Please tick one box)☐ Individual / Sole Proprietor☐ Close Corporation☒ Company☐ Partnership or Joint Venture or Consortium☐ Trust☐ Other:**1.2 Required Details** (Please provide applicable details in full):

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual / Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _
Physical address (Chosen <i>domicilium citandi et executandi</i>)	Postal Code _
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) Telephone: (031) _____ Fax: (____) _____ Cellular Telephone: _____ E-mail address: _____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	
Other Required registration numbers	

(3) FORM OF OFFER AND ACCEPTANCE**TENDER [77S/2018/19- THE PROVISION OF OCCUPATIONAL HEALTH AND VACCINATION SERVICES TO SUPPORT CURRENT OCCUPATIONAL HEALTH SERVICES RENDERED TO EMPLOYEES OF THE CITY OF CAPE TOWN****PART A (TO BE FILLED IN BY TENDERER):****2.1 Required Details** (Please provide applicable details in full):

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

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

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

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

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

Signature: _____

Dr

Print name(s):

On behalf of the tenderer (duly authorised)

Date

12/10/2018

CITY OFFICIALS

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER: 77S/2018/19 - The Provision of Occupational Health and Vaccination Services to support current Occupational Health Services rendered to employees of the City of Cape Town

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

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

1. accepts the offer submitted by _____, thereby concluding a contract with the supplier for a contract period commencing on 29 January 2020 and terminating on 29 January 2025
2. undertakes to make payment for the goods/services delivered in accordance with the terms and conditions of the Contract.

SIGNED _____ AT Cape Town ON THIS THE 13 DAY
OF February 2022 (DD) (MM) (YY)

Signature _____
Ex: _____ delegated authority

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

FORM OF OFFER AND ACCEPTANCE (continued)

**TENDER 77S/2018/19 - THE PROVISION OF OCCUPATIONAL HEALTH AND
VACCINATION SERVICES TO SUPPORT CURRENT
OCCUPATIONAL HEALTH SERVICES RENDERED TO EMPLOYEES OF THE
CITY OF CAPE TOWN**

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

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

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

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

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

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

FORM OF OFFER AND ACCEPTANCE (continued)
(TO BE FILLED IN BY THE CITY OF CAPE TOWN)

Schedule of Deviations

Notes:

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

1	Subject
	Details
	
	
	
2	Subject
	Details
	
	
	
3	Subject
	Details
	
	
	
4	Subject
	Details
	
	
	

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

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

(4) PRICE SCHEDULE

Pricing Instructions:

- 3.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 3.2 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.
- 3.3 All prices tendered must include all expenses, disbursements and costs (e.g. 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.
- 3.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 3.5 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.
- 3.6 The successful tenderer is required to perform all tasks listed against each item in each Section. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be evaluated as a nil rate having been entered against that item, i.e. that there is no charge for that item.**
- 3.7 Provide fixed rates and prices for the first three (3) years of the contract that are not subject to price adjustments, the Contract Price Adjustment (CPA) will be applicable in the remaining two years (Fourth and Fifty years). The fixed rate per unit will be inclusive of all related costs, i.e. labour, consumables and administrative tasks required. The rate quoted must be the total cost per unit.
- 3.8 It is the intention of the City of Cape Town to award the tender to Primary and Alternative Tenderer(s) in each section. All services will firstly be procured from the primary services provider. Should the primary service provider be unable to provide the required services in accordance with the tender specifications and the service level agreement, then the services will be procured from the alternative service provider in terms of the ranking order
- 3.9 At the end of the contract term the incumbent Service Provider will be required to hand over the OH services and all documentation to the new Service Provider or Corporate OH unit as required to ensure continuity of OH services. This hand over process must be completed within a 2-week period.
- 3.10 Tenderers may choose to either tender for Section A and/or Section B (B.1 and B.2) or both, as each section will be individually evaluated and awarded.
- 3.11 The intention of the City of Cape Town is to appoint successful bidder(s) for a period of 3 + 2 years and the further two years' appointment will be subject to Council approval of the Section 33 of MFMA process. The City may only enter into a contract that will impose financial obligations beyond the three years covered in the annual budget for the financial year if Section 33 of the MFMA has been fully complied with. However, bidders will be evaluated on fixed prices submitted for the first three years and the CPA will apply for the remaining two years.

INITIALS OF CITY




Section A: Occupational Health Services

ITEM	DESCRIPTION	UNIT	YEAR 1 (0 – 12 months)	YEAR 2 (13 – 24 months)	YEAR 3 (25 – 36 months)
			Rate per unit (Excl. VAT) R	Rate per unit (Excl. VAT) R	Rate per unit (Excl. VAT) R
1	Occupational Medicine Practitioner: (as and when required)				
1.1	Rate per hour	Hour	1800.00	1908.00	2022.50
1.2	Rate per week	Week	72000.00	76320.00	80899.20
1.3	Rate per month	Month	288000.00	305280.00	323598.80
2	Occupational Health Nurse Practitioner: (as and when required)				
2.1	Rate per hour	Hour	180.00	212.00	224.72
2.2	Rate per week	Week	8000.00	8480.00	8988.80
2.3	Rate per month	Month	32000.00	33920.00	35955.00
3	Use of mobile clinic to render services at clients facility	Per km	8.00	8.48	8.99
4	Use of light motor vehicle to travel to clients facility to render services.	Per km	6.00	6.36	6.74

Section B: Occupational Health and Vaccination Services

B.1 Occupational Health Services

ITEM	DESCRIPTION	UNIT	YEAR 1 (0 – 12 months)	YEAR 2 (13 – 24 months)	YEAR 3 (25 – 36 months)
			Rate per unit (Excl. VAT) R	Rate per unit (Excl. VAT) R	Rate per unit (Excl. VAT) R
1	Health risk assessments (HRAs) (as and when required)				
1.1	Specific HRA: Conduct HRA, draft and finalise new man job specifications/occupational risk exposure profile (OREP) for any job designation on request (Assuming: 3 days)	Price per assessment	43200.00	45798.00	48539.52
1.2	Specific HRA: Review any existing risk assessments/ OREP in the CCT on request (Assuming: 1 day)	Price per assessment	14400.00	15264.00	16179.84
2	Hazard education/ Risk Communication (as and when required)				
2.1	Legally required job specific hazard awareness/ risk communication session based on OREP/HRA to employees (minimum of 10 people unless special scarce skill job designation)	Price per person	540.00	572.40	606.74

3	Medical examinations, tests and assessments (as and when required)				
3.1	Pre-employment fitness to work medicals (including history/ questionnaire, psychological screen, blood pressure, pulse rate, fingerpick glucose, urine dipsticks and physical examination as required)	Price per assessment	330.00	349.80	370.80
3.2	Medical surveillance assessments: Baseline/Initial, periodic or exit (including history/ questionnaire, psychological screen, blood pressure, pulse rate, fingerpick glucose, urine dipsticks and physical examination as required)	Price per assessment	330.00	349.80	370.80
3.3	Audiometry testing (including baseline, initial, screening or exit) with audiogram interpretation by OMP	Price per assessment	130.00	137.80	146.06
3.4	Spirometry (lung function) testing with spirometry interpretation by OMP	Price per assessment	130.00	137.80	146.06
3.5	Vision screening with automated machine such as Keystone, etc. (including visual acuity, visual fields, depth perception, colour vision)	Price per assessment	1120.00	1187.20	1258.44
3.6	Radiography: Chest X-ray PA & Lateral with report and digital copy	Price per assessment	615.00	651.90	691.01
3.7	Full Professional driving permit medical (PDP): medical including history/ questionnaire, psychological screen, blood pressure, pulse rate, fingerpick glucose, urine dipsticks, vision screening and physical examination conducted by an OMP	Price per assessment	900.00	954.00	646.07
3.8	Full Professional driving permit medical (PDP): medical including history/ questionnaire, psychological screen, blood pressure, pulse rate, fingerpick glucose, urine dipsticks, vision screening and physical examination conducted by a general practitioner (GP)	Price per assessment	650.00	659.00	730.34

3.9	Other driver medicals: valid PDP council authority (CA) or Non-PDP CA medicals including history/ questionnaire, psychological screen, blood pressure, pulse rate, fingerpick glucose, urine dipsticks, vision screening and physical examination conducted by an occupational health nurse practitioner (OHNP)	Price per assessment	550.00	583.00	617.98
3.10	Other driver medicals: valid PDP council authority or Non-PDP CA medicals including history/ questionnaire, psychological screen, blood pressure, pulse rate, fingerpick glucose, urine dipsticks, vision screening and physical examination conducted by a medical practitioner	Price per assessment	650.00	689.00	730.34
3.11	Lifting equipment or driven machinery medical including history/ questionnaire, psychological screen, blood pressure, pulse rate, fingerpick glucose, urine dipsticks, vision screening and physical examination conducted by an OMP	Price per assessment	900.00	954.00	1011.25
3.12	Lifting equipment or driven machinery medical including history/ questionnaire, psychological screen, blood pressure, pulse rate, fingerpick glucose, urine dipsticks, vision screening and physical examination conducted by an OHNP	Price per assessment	550.00	583.00	617.98
3.13	Incapacity/ work ability/ ill health retirement assessments	Price per assessment	1800.00	1908.00	2022.48
3.14	Personal protective equipment (PPE)/ alternative or special safety footwear medical assessments	Price per assessment	250.00	265.00	280.90
3.15	Review, assessment and referral letters for diagnostic audiograms	Price per assessment	900.00	954.00	1011.25
3.16	Resting ECG with interpretation	Price per assessment	130.00	137.80	146.00
3.17	Stress ECG with interpretation	Price per assessment	250.00	265.00	280.90
3.18	Assessment for occupational disease including diagnosis & management (including completion of all COIDA documentation if applicable)	Price per assessment	900.00	954.00	1011.25
3.19	CT (Computerised Axial Tomography Scan) *(Chest Examination)	Price per assessment	6000.00	6360.00	6741.60
3.20	Diagnostic audiograms including reports	Price per assessment	1600.00	1696.00	1798.00
3.21	Urine dipsticks test	Price per test	60.00	63.60	67.42
3.22	Urine 5 panel multi drug screening test	Price per test	150.00	159.00	168.54

3.23	Blood pressure test	Price per test	50.00	53.00	56.18
3.24	Fingerpick blood glucose test	Price per test	50.00	53.00	56.18
3.25	Vision screening test including visual acuity, visual fields, depth perception and colour vision on automatic vision screening equipment	Price per test	120.00	127.20	134.84
3.26	Colour vision tests	Price per test	80.00	84.80	89.8
3.27	Brief follow up for driver or lifting/driven machinery medical consult with certification	Price per assessment	330.00	349.80	370.79
3.28	Follow up medical consultation with OMP	Price per assessment	330.00	349.80	370.79
3.29	Other medical service or tests (at discretion of CCT OMP only)	Price per assessment to be quoted on request	Quote post award on request	Quote post award on request	Quote post award on request
4	Reports/ transport/ mobile clinic use				
4.1	Medical surveillance feedback report to line management (Group feedback report)	Price per employee	50.00	53.00	56.20
4.2	Transport/ transfer of medical records/documents securely between service provider's office and CCT occupational health centre/clinics and/or any CCT workplace	Per km	6.00	6.36	6.74
4.3	Use of mobile clinic to render services from, at clients facility	Per km	8.00	8.48	8.98
4.4	Use of light motor vehicle to travel to clients facility to render services.	Per km	6.00	6.36	6.74

#Item 3.29: Any other medical assessment or test not listed but required may be requested by a CCT OMP. A quote for that specific assessment or test will be obtained prior to it being conducted. It will be at the City's discretion to proceed with the test based on the quotation received which should be in line with industry standard fees

B.2 Vaccination services

ITEM	DESCRIPTION	UNIT	YEAR 1 (0 – 12 months)	YEAR 2 (13 – 24 months)	YEAR 3 (25 – 36 months)
			Rate per unit (Excl. VAT) R	Rate per unit (Excl. VAT) R	Rate per unit (Excl. VAT) R
1	Hepatitis A Vaccination	Each	225.73	239.27	253.63
2	Hepatitis B Vaccination	Each	108.69	115.21	122.12
3	Tetanus Toxoid Vaccination	Each	70.68	74.92	79.42

4	Rabies Vaccination	Each	359.44	381.00	403.89
5	Other vaccination* Influenza vaccination		57.90	61.38	65.07
6	Use of mobile clinic to render services from, at clients facility (15 or more individuals)	Km	8.00	8.48	8.98
7	Use of light motor vehicle to travel to clients facility to render services.	Km	6.00	6.36	6.74
8	Hepatitis A Immunity test by Pathologists	Each	212.10	224.83	238.32
9	Hepatitis B Immunity test by Pathologists	Each	212.10	224.83	238.32
10	Rabies Immunity test by Pathologists	Each	381.70	404.60	428.88

*Item 5: Should a vaccination be required which is not listed in the price schedule, a quotation will be obtained from the successful bidder prior to providing the service. It will be at the City's discretion to proceed with the vaccination based on the quotation received which should be in line with industry standard fees

As the service provider shall be required to perform all tasks listed in the pricing schedule (as and when required), it shall be compulsory to submit prices/rates on all items listed in the Price Schedule.

(5) SPECIFICATION(S)

Note: The specifications contained under this heading should be read in conjunction with Table 1

Note: The successful bidder will be required to enter into a Service Level Agreements with the City of Cape Town prior to commencement of the Contract.

Section A: Occupational Health *Locum* Services

The provision of locum staff to the CCT, depending on the service required, will be provided by an Occupational Health Practitioner qualified in medicine or nursing who holds an additional qualification in occupational health as recognised by the Health Professions Council of South Africa (HPCSA) or the South African Nursing Council (SANC) and the registration with the relevant professional body shall be valid.

The following occupational health locum services are to be tendered for and supplied as per the City of Cape Town Corporate policies and occupational health/medicine guidelines adopted by the City of Cape Town.

The services may be required at any of the following Occupational Health Clinic locations:

- Cape Town
- Bellville
- Grassy Park
- Gordon's Bay

or at any other suitable CCT location, if required.

1.1 SERVICES THAT WILL/MAY BE REQUIRED FROM AN OCCUPATIONAL MEDICINE PRACTITIONER (OMP):

- Locum services for the provision of an Occupational Medicine Practitioner for the time period as disclosed on receiving such request. The request for such services maybe due to medical staff absenteeism, additional workload through special projects, vacancies, etc.
- Medical examinations as required, inclusive of pre-placement, periodical, exit, fitness to work or drive and return to work medicals.
- Reviewing medical surveillance/tests results (E.g. spirometry, audiograms, blood results, etc.) and advising the City of Cape Town occupational health service on necessary actions to be implemented.
- Evaluation of work related injuries and occupational disease with recommendations for suitable case management.
- Evaluation of special and vulnerable occupational health groups with recommendations for suitable case management.
- Assess, evaluate and advise on incapacity cases providing recommendations for suitable case management.
- All required medicate certificates of fitness, reports, referrals, documents and/or other correspondence related to any assessments conducted where applicable.
- Assessments for alternative or special safety footwear or other personal protective equipment
- Any other services that may be required shall form part of this tender.

1.2 SERVICES THAT WILL/MAY BE REQUIRED FROM AN OCCUPATIONAL HEALTH NURSE PRACTITIONER (OHNP):

- Locum services for the provision of an Occupational Health Nurse Practitioner for the time period as disclosed on receiving such request.
- Provision of general health screening medicals forming part of a pre-placement, periodical and exit medical as per occupational work group inclusive of the required record keeping.
- Provision of risk based health screening medicals forming part of a pre-placement, periodical and exit medical as per occupational work group, inclusive of required record keeping.
- Performance of audiometry and/or spirometry as a certified provider.
- Conduct vision screening tests (manual and automatic when required)

- Conduct driver fitness to drive medicals (council authority/ lifting equipment/ driven machinery-excluding professional driving permits medicals)
- Appropriate referral of clients to the occupational medicine practitioner where necessary.
- All client preparation/vital signs/bedside tests as required.
- Administer vaccinations to occupational work groups as per the immunisation protocol for City of Cape Town employees inclusive of adequate record keeping.
- All required medicate certificates of fitness, reports, referrals, documents and/or other correspondence related to any assessments conducted where applicable.
- Any other services that may be required shall form part of this tender.

1.3 ADMINISTRATIVE REQUIREMENTS:

The service provider shall effect and maintain the necessary professional indemnity insurance in accordance with the scope of practice rendered during the course of this contract.

The occupational health locum service maybe required at any of the following Occupational Health Clinic locations:

- Cape Town
- Bellville
- Grassy Park
- Gordon's Bay

or at any other suitable CCT location if required. This will be determined as and when the service is required. Services are to be provided during normal operational working hours (8.00 am till 16.30pm).

The successful tenderer (or locum used) will be required to submit a timesheet to the relevant CCT OH clinic manager (or designated staff) to sign off hours worked at the facility at each session. The tenderer or locum used must ensure that the signed timesheets are submitted to the tenderer's relevant invoice/accounts department for processing (unless alternative prior arrangement have been made). The successful tenderer will be required to submit detailed invoices timeously to accountspayable.registry@capetown.gov.za. For verification purposes, invoices must also be submitted to the relevant occupational health clinic in the geographical area where the service was provided along with all required supporting documents (e.g. timesheets, etc.). Prices must be quoted in the units specified in the Price Schedule (Section A). Invoices must contain the PO number, CCT OH clinic served, the locum name/surname and total hours worked and kilometres claimed if applicable. Invoices must be sent at least monthly.

1.4 SERVICE PROVIDER CREDENTIALS / REQUIREMENTS / EXPERIENCE:

The practitioner must be qualified in medicine or nursing and hold an additional qualification in occupational health as recognised by the Health Professions Council of South Africa (HPCSA) or the South African Nursing Council (SANC) and the registration with the relevant professional body shall be valid. Proof of such qualification and registration must be provided (refer to schedule 16 A&B)

Evidence is required of a proven track record in successfully delivering the required service within the public or private sector (refer to schedule 16C).

Confirmation of the service provider's ability to provide a locum/s must be confirmed in writing within 2 working days of receiving such request. If unable to provide the service requested, then the secondary service provider will be approached instead.

1.5 SERVICE PROVIDER STAFF AND TEAM COMPILATION:

Details of key personnel in the employment of the tenderer or specialist consultant/firm shall be provided for the tenderer to be responsive. Proof is necessary of suitable and required qualifications and relevant working experience.

- A detailed layout of team compilation (Schedule 16A and 16B)
- Detailed curriculum vitae for each member of the proposed locum personnel provided should be provided together with the quotation and must include information with regard to the applied skills, qualifications, necessary registrations, experience and level of responsibility.

- In the case where a change in personnel occurs the service provider shall duly inform the client providing all the necessary documentation confirming skills, qualifications, necessary registration and level of responsibility.

Section B: Occupational Health and Vaccination Services

B.1 Occupational Health Services

This specification provides for the provision of Occupational Health Services, as and when required, in accordance with the Occupational Health and Safety Act (85 of 1993) for a 3-year contract period plus remaining 2 years - subject to the approval of the S33 Process. The Services shall in all respects comply with relevant South African related legislation (as amended from time to time).

2.1 GENERAL LEGAL COMPLIANCE (THAT THE TENDERER SHOULD COMPLY WITH):

Item	Indicate "yes" or "no"
Occupational Health and Safety Act (No. 85 of 1993) as amended, with regulations and relevant SANS codes	Yes ✓
National Health Act (No. 61 of 2003) as amended	Yes ✓
Health Professions Act (No. 56 of 1974) as amended	Yes .
Medicine and Related Substances Act (No. 101 of 1965) as amended	Yes
National Road Traffic Act (No. 93 of 1996) , as amended	Yes
Nursing Act (No. 33 of 2005) , as amended	Yes
Labour Relations Act (No. 66 of 1995) , as amended	Yes
Basic Conditions of Employment Amendment Act (No. 11 of 2002) , as amended	Yes
Employment Equity Act (No. 55 of 1998) , as amended	Yes
Skills Development Act (No. 97 of 1998) , as amended	Yes
Compensation for Occupational Injuries and Disease Act (No. 130 of 1993), as amended	Yes
Hazardous Substances Act (No. 15 of 1973) , as amended	Yes
National Environmental Management Act (No. 107 of 1998) as amended	Yes
NEM Waste Act (No. 59 of 2008) , as amended	Yes
NEM Air Quality Act (No. 39 of 2004), as amended	Yes
Tobacco Products Control Act (No. 83 of 1993), as amended	Yes

2.2 SERVICES (WHAT THE SERVICE MAY INCLUDE)

2.2.1 Health risk assessments (as and when required)

2.2.1.1 Review existing, conduct new Health Risk Assessments (HRAs) and draft new Occupational Risk Exposure Profiles (OREPs) for the units based on the following:

- HRAs must be based on legislative requirements
- Any occupational hygiene reports, legal reports, incident reports, audits
- An onsite visit to the workplace is required by the occupational health practitioner

- 2.2.1.2 All risk assessments and OREPs must be done by the OMPs.
- 2.2.1.3 The tenderer needs to provide a feedback session within two (2) weeks after completion of assessment of each workplace unit and communicate in a formal feedback presentation session and a written report submission.
- 2.2.1.4 A status report will be provided after three (3) months and at the end of the contract respectively indicating progress made with the programme above.
- 2.2.1.5 All scheduling as required must be done by the tenderer and the line department in relation to the health risk assessments to be conducted. All scheduling must take place 2 weeks in advance and with approval from Corporate OH services.
- 2.2.1.6 Provide advice and recommendations on reports of specialist studies, surveillance reports and hygiene surveys when required.

2.2.2 Hazard education/ risk communication (as and when required)

- 2.2.2.1 Sessions must be based on HRAs/OREPs.
- 2.2.2.2 The tenderer must on request go out to the workplaces/units to conduct these sessions. CCT will provide the training venue while the tenderer will provide his/her own transportation to the venue.
- 2.2.2.3 The tenderer must advise on the requirements for material needed (i.e. audio-visuals, posters or signs as required) beforehand if applicable.
- 2.2.2.4 The specific training materials utilised and/or handed out at the advocacy training sessions must be provided by the tenderer at their own cost.
- 2.2.2.4 A report and attendance register must be provided that will be used to reconcile the invoice. The report must be clearly indicating the number of sessions, including the content that was covered.
- 2.2.2.6 Trends/risks identified in the HRAs/OREPs that are generic to more than one workplace/ unit will Be dealt with by means of combined training sessions at an appropriate venue.

2.2.3 Medical examinations, tests and assessments (as and when required)

- 2.2.3.1. Conducted as per the price schedule items.
- 2.2.3.2 Should either be conducted at the tenderer's facility/ies and/or a fully functional/equipped mobile unit/s at any of the 4 Corporate OH clinics or CCT workplace as and when required.
- 2.2.3.3 All medicals, assessments or tests must be conducted in accordance with relevant legislation, SANS codes, South African Society of Occupational Medicine guidelines and CCT policies or protocols (unless otherwise indicated).

2.3 ADMINISTRATIVE REQUIREMENTS

- 2.3.1 The occupational health service provider shall provide all administration involved with providing any of the listed services in section B of the price schedule.
- 2.3.2 Have a personal file of each staff member.
- 2.3.3 Manage and maintain a centralised filing system.
- 2.3.4 Ensure all files are backed up and archived according to legislation.
- 2.3.5 A site visit to confirm such record keeping system shall be requested prior to the awarding of the contract.
- 2.3.6 All records shall remain the property of the CCT, and will formally be handed over to Corporate OH Service or its service provider within 14 days of termination of the contract or on request of Corporate OH Services.
- 2.3.7 The service provider shall provide all consumables, supplies, etc that are necessary to provide the service.
- 2.3.8 The service provider shall provide all medical uniforms to their staff (if relevant) and all personal protective equipment required in order for them to perform their function.
- 2.3.9 CCT Corporate OH services will only liaise with the service provider and not with any-subcontractor.
- 2.3.10 A detailed monthly statistical report shall be compiled and submitted to Corporate OH services and/or relevant CCT department/branch no later than the 5th working of the following month or as requested.
- 2.3.11 The service provider shall use all their own medical equipment to render the services required and all equipment must be calibrated and maintained at their expense. Copies of valid calibration certificates to be provided as and when requested.
- 2.3.12 The service provider shall use all their own office and information technology (IT) equipment and

- IT systems.
- 2.3.13 The service provider may sub-contract certain services should they not have the resources for a specific service (this must be clearly indicated if applicable)
- 2.3.14 The service provider will be required to submit detailed invoices timeously to accountspayable.registry@capetown.gov.za. For verification purposes, invoices must also be submitted to Corporate OH services or the relevant occupational health clinic (where applicable)
- or
- relevant line department (if applicable) that requested the service. All required supporting documents (e.g. test results, medical certificates, reports, registers or records where applicable) must be submitted before an invoice can be verified and processed for payment.
- 2.3.15 Invoice prices must be in the units specified in the Price Schedule.
- 2.3.16 Medical records, reports, results, medical certificates, etc. must be supplied by the tenderer within 5 working days after providing a service. In cases where further medical assessment or investigation is required, the tenderer must provide an updated status report within 10 working days after rendering the service.
- 2.3.17 The service provider shall be responsible to complete in conjunction with Line Management all relevant documentation regarding occupational diseases. All additional documentation as required by the OHS Act will be completed by the service provider (if applicable) regarding occupational diseases.
- 2.3.18 All occupational disease cases as listed in the COID Act will be recorded by the service provider on a database for statistical analysis (e.g. hearing loss cases, asbestosis etc.) and supplied to the CCT Corporate OH services and/or relevant line department in electronic format monthly or upon request.

2.4 SERVICE PROVIDER CREDENTIALS / REQUIREMENTS / EXPERIENCE:

- 2.4.1 The service providers staff must be qualified in medicine or nursing and hold an additional qualification in occupational health as recognised by the Health Professions Council of South Africa (HPCSA) or the South African Nursing Council (SANC) and the registration with the relevant professional body shall be valid. Proof of such qualification and registration must be provided (refer to schedule 16A)
- 2.4.2 The service provider shall effect and maintain the necessary professional indemnity insurance in accordance with the scope of practice rendered during the course of this contract.
- 2.4.3 The occupational health service will be delivered either at the service provider's facility or client's facility using a fully functional mobile unit or both. This will be determined as and when the service is required.
- 2.4.4 Services are to be provided during normal operational working hours (8.00 am till 16.30pm).
- 2.4.5 Evidence is required of a proven track record in successfully delivering the required services within the public or private sector (refer to schedule 16C).
- 2.4.6 Confirmation of the service provider's ability to provide the services requested must be confirmed in writing within 2 working days of receiving such request. If unable to provide the service requested, then the secondary service provider will be approached instead.
- 2.4.7 Services requested must be provided within 7 working days of referral/request accompanied with a valid City of Cape Town purchase order.

2.5 SERVICE PROVIDER STAFF AND TEAM COMPILATION:

- 2.5.1 Details of key personnel in the employment of the tenderer or specialist consultant/firm shall be provided for the tenderer to be responsive. Proof is necessary of suitable and required qualifications and relevant working experience.
- 2.5.2 A detailed layout of team compilation (Schedule 16A and 16B) is required indicating experience, number of staff and whether they are permanent or locum/contracted staff.
- 2.5.3 Detailed curriculum vitae for each member of the proposed team and/or personnel provided should be provided together with the quotation and must include information with regard to the applied skills, qualifications, necessary registrations, experience and level of responsibility.
- 2.5.4 In the case where a change in personnel occurs the service provider shall duly inform the client providing all the necessary documentation confirming skills, qualifications, necessary registration and level of responsibility.

2.6. OPERATIONAL REQUIREMENTS

- 2.6.1 The service provider will operate primarily from their own facility/ies (which must be within the CCT municipal boundaries).
- 2.6.2 The service provider must have a fully functional mobile unit (able to provide a full OH service including physical examination, spirometry, audiometry, vision testing and basic bedside tests/ vital signs) for onsite service provision. Services may be required either off or on site or both as required.
- 2.6.3 The service provider may/will be expected to visit CCT workplaces as and when required.
- 2.6.4 The service provider will ensure that their staff compliment is maintained for efficient service delivery regardless of absenteeism due to leave, sick leave, training etc.
- 2.6.5 All staff will demonstrate professional conduct at all times and foster a courteous service experience.

B.2 : Vaccination Services

The following vaccination service be tendered for and supplied as part of the Occupational health and safety risk control programme adopted by the City of Cape Town.

3.1 REQUIRED SERVICE:

- 3.1.1 To provide a vaccination service to administer Tetanus Toxoid, Hepatitis A & B in addition to Rabies vaccines to certain categories of employees within the City of Cape Town who are at risk due to their occupational risk exposure profile.
- 3.1.2 To provide the necessary pathology immunity tests for Hepatitis A and B in addition to Rabies to certain categories of employees within the City of Cape Town who are at risk due to their occupational risk exposure profile.

3.2 GENERAL SERVICE REQUIREMENTS:

- 3.2.1. The service provider is to vaccinate identified and referred City of Cape Town employee groups or individuals as needed:
 - within 5 working days of referral accompanied with a valid City of Cape Town purchase order;
 - in compliance with applicable legislative requirements and industry standards
 - in accordance with the notification received from the relevant Corporate Occupational Health clinic (or line department where applicable) as to what vaccinations each employee requires (vaccination must be authorised) in order to receive payment.
- 3.2.2 Unauthorised or incorrect vaccinations given by the service provider will not be paid for.
- 3.2.3 The service provider must be able to deliver the required service without unnecessary inconvenience or time delay, from their own fully functional operational premises and/or compliant mobile operational facility/unit (only in the case of 15 individuals or more) at a CCT premises/ workplace and/or at any suitable CCT workplace or premises (mobile nurse, not mobile unit) as and when required., when requested.
- 3.2.4 The operational premises shall have all the necessary medical care facilities or equipment in the event of an adverse reaction including anaphylactic reactions (medical emergency).
- 3.2.5 The service provider's mobile unit or staff member rendering the service on site at a suitable CCT workplace/premises must have resources/equipment with them to manage any potential anaphylactic or adverse reactions from administering vaccines.
- 3.2.6 The operational premises shall have all the necessary medical care facilities or equipment in the event of an adverse reaction, including anaphylactic reactions (medical emergency).

3.2.7 The service provider's mobile unit or staff member rendering the service on site at a suitable CCT workplace/premises must have resources/equipment with them to manage any potential anaphylactic or adverse reactions from administering vaccines.

3.2.8 Billing shall only be allowed in terms of actual services rendered.

3.3 SERVICE ADMINISTRATIVE REQUIREMENTS:

3.3.1 The occupational health service provider shall provide all administration involved with providing any of the listed services in the price schedule.

3.3.2 The service provider is expected to schedule appointments with the relevant line departments upon request and/or if given a name list with required vaccinations from one of the Corporate OHCs (or line department if applicable). All appointment scheduling, follow ups, and vaccine related documentation to be completed by the service provider.

3.3.3. Corporate Occupational Health must give approval/authorisation to line departments/ branch/depots/ for a specific type of worker/ job designation to receive a specific vaccination and this will be based on an adequate occupational risk exposure profile (OREP) for that specific job. Corporate Occupational Health may give a pre-authorised list of jobs.

3.3.4 The service provider must have and shall provide evidence of an appropriate and functional record keeping system to ensure the integrity and confidentiality of medical information.

3.3.5 A copy of any medical record must be made available upon request from the Corporate OH services with consent from the client).

3.3.6 The service provider shall provide all consumables, supplies, stationery that is necessary to provide the service.

3.3.7 A detailed monthly statistical report shall be compiled and submitted to Corporate OH services and/or the relevant CCT department/branch no later than the 5th working of the following month or as requested unless otherwise arranged).

3.3.8 The service provider must be able to transport medical records (hardcopies) or any other documents required from their offices to any of the Corporate OH unit clinics if and when required, however clear electronic copies may be acceptable via email (only if prior arrangement has been made).

3.3.9 The service provider shall be responsible for the required medical record keeping and management, with supporting medical records/documents only to be submitted to the Occupational Health Clinic when requested.

3.3.10 No confidential supporting medical records/documents may be distributed to any Department irrespective of whether they sourced the service (owner of Purchase Order).
Note: Line Departments must only receive consent/refusal forms and proof of vaccination or adequate immunity outcome reports, i.e. vaccination consent/refusal forms and the vaccination register and/or immunity status (indicating immune or not and not actual pathology result) where relevant.

3.3.11 If any other medical records/documents (E.g. vaccine questionnaires, vaccine record, etc.) are needed, it shall only be requested by and supplied to the relevant City Occupational Health Clinic.

3.3.12 The service provider shall supply the relevant City of Cape Town Corporate Occupational Health Clinic with the following medical records within 5 working days of providing the vaccination and for temporary staff only upon request):

- Fully completed **Consent/ Refusal forms** for each employee treated, duly signed by the employee and witness;
- Fully completed pre-vaccination patient **Questionnaire** duly signed by the employee and a **vaccination record form** (indicating the vaccine given, injection site, expiry date, batch number, person who administered the vaccine name/surname printed and signature) for each employee treated (questionnaire and record may be on one form).
- Fully completed **vaccination register** confirming:
 - a) the name and surname of the employee vaccinated
 - b) staff/ID number
 - c) details of the Health Practitioner who administered the vaccine
 - d) vaccination site
 - e) Vaccination given (E.g. Hep. B 1st dose)
 - f) date of service
 - h) name of Department, Branch and Depot, contact number
 - i) and authorising City of Cape Town Occupational health clinic (or line department representative where applicable),
 - j) other relevant comments (i.e. complications, etc.) if applicable.

d) 3.3.13 All medical records/documents such as (a) vaccination register, b) questionnaire, c) record and consent/refusal forms are to be submitted to the relevant Corporate OHC as per above (if applicable) prior to the relevant invoice so that proper verification can be performed before invoices are processed for payment (for referrals from Corporate OH unit only).

3.3.14 All vaccination records/documents for temporary staff and/or those referred from line departments directly must only be sent upon approval from the Corporate Occupational Health Unit.

3.3.15 Invoices must be accompanied by vaccine registers and submitted for verification to the relevant OHC for processing (or line department representative where applicable) at least monthly.

3.3.16 Payment cannot be processed without the correct supporting documentation being submitted.

3.3.17 Invoices must contain the correct PO number, date of service, invoice date, invoice number, relevant CCT OHC name and CCT department/branch/depot that the employees vaccinated are from (this must correlate with the accompanying vaccine register).

3.3.18 The service provider will be required to submit detailed invoices timeously to accountspayable.registry@capetown.gov.za. For verification purposes, invoices must also be submitted to Corporate OH services/ relevant occupational health clinic (where applicable) or relevant line department (if applicable) that requested the service.

3.3.19 Invoice prices must be in the units specified in the Price Schedule.

3.3.20 If the service provider forms/documents are not satisfactory, CCT templates will be supplied (for the service provider to make copies at own cost). A copy of the templates will be provided, where deemed necessary, prior to implementation of the contract.

3.3.21 The service provider shall provide evidence of an appropriate and functional record keeping system to ensure the integrity and confidentiality of medical information. A site visit to confirm such record keeping system shall be conducted prior to the awarding of the contract.

3.4 SERVICE PROVIDER CREDENTIALS / REQUIREMENTS / EXPERIENCE:

3.4.1 The service provider must hold a valid registration and be duly authorised to provide the required service as per applicable legislative requirements. Proof of registration must be provided (refer to schedule 16A).

- 3.4.2 Evidence is required of a proven track record in successfully delivering the required service (vaccination service) within the public or private sector (refer to schedule 16C).
- 3.4.3 Tenderers must submit evidence of a Quality Management System for Vaccination Services which will indicate all relevant protocols and procedures (attach to schedule 16).
- 3.4.4 Tenderers must provide a copy of a valid registration number issued by the Western Cape Government Environmental Affairs and Development Planning when reporting to the Integrated Pollutant and Waste Information System (IPWIS)
- 3.4.5 Local Offices (Facilities):
- The service provider shall have a fully functional local offices (Facilities) from where services will be managed, vaccinations can be administered, vaccines are stored, OH Practitioners/ nursing staff operate from and where administration occurs, meeting the needs in terms of this tender.
 - Details of the service provider's local offices (Facilities) must be provided in Schedule 16B.
- 3.4.6 Mobile Health Clinic:
- The service provider shall have at least 1 x fully functional mobile health clinic to be used to deliver required services at City sites as may be required in terms of this tender. A fully functional mobile clinic shall include, as a minimum, facilities to perform audiometry tests, spirometry tests, vision tests and include a suitable area for physical examinations and all other medical screening tests.
- Details of the service provider's mobile health clinics must be provided in Schedule 16B.
- 3.4.7 Details of key personnel in the employment of the tenderer or specialist consultant/firm shall be provided for the tenderer to be responsive. Proof is necessary of suitable, required qualifications and **relevant working experience**.
- 3.4.8 The service provider must have adequate staff to deliver the required vaccination services in section B,2.
They will be expected to operate out of the local office, with the necessary experience and qualifications required in the field of expertise. As a minimum, the following is required:
- Supervisory/Project Management Officials – must have 1 x one supervisory/project management official that will be dedicated/allocated to this contract.
 - Vaccination Service Staff -- consisting of at least 2 x qualified registered nurses (RN). There must be at least 1 x RN to serve Local Offices (Facilities) and 1 x RN to serve the Mobile Health Clinic.
 - Support Staff — must have 1 x Office or admin staff that will be dedicated/allocated to this contract.
- 3.4.9 The following is to be submitted with the tender submission in order for the tender to be evaluated:
- A detailed layout of team compilation (Schedule 16A)
 - Detailed curriculum vitae for each member of the proposed team provided must be submitted with the tender submission and must include information with regard to the applied skills, qualifications, necessary registrations, experience (vaccinations) and degree of responsibility.
 - In the case where a change in personnel occurs the service provider shall duly inform the client providing all the necessary documentation confirming skills, qualifications, necessary registration, experience and level of responsibility.
- 3.4.10 Confirmation of the service provider's ability to provide the services requested must be confirmed
in writing within 2 working days of receiving such request. If unable to provide the service requested, then the secondary service provider will be approached instead.

3.5 OPERATIONAL REQUIREMENTS

3.5.1 The service provider shall make use of their own suitable fixed facility as well as a mobile unit for the provision of all vaccination services included in this contract, as and when required.

3.5.2 The service provider may be requested to provide an onsite vaccination service at any suitable CCT Workplace (without mobile unit).

3.6 FORMS FOR CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

(6) CONDITIONS OF TENDER

6.1 General

6.1.1 Actions

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

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

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

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

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

6.1.2 Interpretation

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

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

6.1.3 Communication during tender process

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

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

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

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

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

6.1.5 Procurement procedures

6.1.5.1 General

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

6.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

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

6.1.6.1 Disputes, objections, complaints and queries

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

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

6.1.6.2 Appeals

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

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

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

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

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

Via email at:

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

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

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

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

Via fax at: 086 202 9982 or 021 400 5830

Via email at: Access2Info.Act@capetown.gov.za

6.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

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

6.2 Tenderer's obligations

6.2.1 Responsiveness Criteria

6.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive. Refer to Table 1 below listing the mandatory questions to be declared responsive.

6.2.1.1.1 Submit a tender offer

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

6.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

- a) Full name of tendering entity to be provided;
- b) Identification number or company or other registration number to be provided;
- c) Tax reference number to be provided;
- d) VAT registration number (if any) to be provided;
- e) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule to be completed);
- f) A copy of the partnership / joint venture / consortium agreement to be provided.

- g) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- h) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practices that renders the tender non-responsive (applicable schedules to be completed);
- i) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
- k) The tenderer's tax matters with SARS are in order;
- l) The tenderer is not an advisor or consultant contracted with the CCT,
- m) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee.

6.2.1.1.3 Compulsory clarification meeting

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

6.2.1.1.4 Mandatory Responsiveness

The first stage of the evaluation process will be to check compliance with the mandatory questions provided below.

Table 1 – Mandatory questions for responsiveness

	Compliant – YES / NO	Applicable to:
1. Occupational Health Centre		Section B.1
▪ Consultation / Examination Room	Yes	
▪ Audiometry Room	Yes, Audio Booth in Trailer	
▪ Spirometry Room	Yes, done in consultation room	
▪ Vision Screening Room	Yes, done in consultation room	
▪ Preparation Room (For Assessing Vitals)	Yes, done in consultation room	
▪ Ablutions	Yes	
1. Records Management System		Section B only (B1 & B2)
▪ Retention of medical data – hardcopy files	Yes	
▪ Retention of medical data – computerized	Yes	
▪ Medical Data recall capability	Yes	
▪ Medical record access/confidentiality	Yes	
▪ Procedure for accessing records, referrals/transfer of medical records, disclosure to third parties	Yes, through courier	
▪ Presentation of medical data for statistical purposes and management programmes	Yes, through monthly reports	
Tenderer has a valid registration number issued by the Western Cape Government Environmental Affairs and Development Planning when reporting to the Integrated Pollutant and Waste Information System (IPWIS), (Attach a copy to schedule 16).	Registered awaiting feedback from Department proof attached to Schedule 16	Section B (B1 & B2)
Tenderer has a Quality Management System for Vaccination and OH		Section B (B1

Services with all relevant protocols and procedures (Must submit evidence in schedule 16)	Yes	& B2)
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The City of Cape Town reserves the right to verify the responses or require further information.

6.2.1.1.5 Minimum score for functionality

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

SECTION A: OCCUPATIONAL HEALTH LOCUM SERVICES

Evaluation Area	Evaluation Criteria	Maximum Points achievable
A Track Record (16C) Submit documentary proof of entities that locum services were provided to. List and provide references on applicable schedule	Number of similar projects/services implemented/provided in the last 2 years: 1 - 3 similar projects (10 points) 4 - 6 similar projects (30 points) - more than 6 similar projects (50 points)	50
B Allocation of resources (Schedules 16A and 16B) Please provide CVs	Appropriately experienced and number of staff: Personnel: (i) Relevant Experience (30 points) Relevant Experience (> 8 years) 30 points Relevant Experience (5 – 8 years) 20 points Relevant Experience (< 5 years) 10 points (Average score will be used) (ii) Staff Compliment (20 points) Total number of staff (<6) 10 points Total number of staff (≥6) 20 points	50
TOTAL		100

Tenderers must achieve the minimum qualifying score for functionality of 60%.

SECTION B: B.1 OCCUPATIONAL HEALTH SERVICES & B.2 VACCINATION SERVICES (SAME CRITERIA USED)

Evaluation Area	Evaluation Criteria	Maximum Points achievable
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A Track Record (16C) Submit documentary proof of entities that services where provided to. List and provide references on applicable schedule	Number of similar projects/services provided in the last 3 years: 1 - 3 similar projects (05 points) 4 - 6 similar projects (10 points) more than 6 similar projects (20 points)	20
B Resources-staffing (Schedules 16A and 16B)	Appropriately experienced and number of staff: Personnel: (i) Relevant Experience (20 points) Relevant Experience (> 8 years) 20 points Relevant Experience (5 – 8 years) 10 points Relevant Experience (< 5 years) 5 points (Average score will be used) (ii) Staff Compliment (10 points) Total number of staff (<6)..... 10 points Total number of staff (≥6) 5 points	30
C Resources-Equipment/ Infrastructure (Schedule 16B)	Number of fully functional mobile health clinic (capable of rendering a full occupational health service): 1.....20 points >1.....50 points	50
TOTAL		100

Tenderers must achieve the minimum qualifying score for functionality of 60%.

6.2.1.1.5 Local production and content (Not Applicable)

The supplier shall study the terms and conditions as stated in the **Local Content Declaration / Annexure C** returnable schedule.

The stipulated minimum threshold percentages for local production and content for the **Textiles, Clothing, Leather and Footwear sector** ("the designated sector") is **100%** and will include all sub-sectors from the applicable National Treasury Instruction Note.

Only tenders with locally produced or locally manufactured Textiles, Clothing, Leather and Footwear from local raw material or input will be considered.

If the raw material or input to be used for a specific item is not available locally, suppliers should obtain written authorisation from the Department of Trade and Industry (DTI) (Chief Director: Industrial Procurement, tel.) should there be a need to import such raw material or input.

A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.

The CCT is obliged and must ensure that contracts for the **Textiles, Clothing, Leather and Footwear sector** are awarded at prices that are market related taking into account, among others, benchmark prices designated by the DTI for the sector, value for money and economies of scale. Where appropriate, prices may be negotiated with preferred bidders in accordance with provisions for Negotiation with Preferred Bidders as set out in the CCT SCM Policy.

A bid will be declared non-responsive / disqualified if the Declaration Certificate for Local Production and Content and Annex C as well as the authorisation letter referred to above (if applicable) are not submitted as part of the bid documentation at the closing date and time of the bid.

For further information relating to the local production and content legislation, suppliers may refer to website

http://www.thedti.gov.za/industrial_development/in.jsp, or may contact the Chief Director: Industrial Procurement at the DTI at telephone number _____ and fax _____, the Director: Fleet Procurement, Ms _____ at telephone number _____ and e-mail _____ or the DTI Contact Centre no _____.

6.2.1.1.6 Pre-qualification criteria for preferential procurement (Not Applicable)

Only tenderers that meet the following pre-qualification criteria will be declared responsive:

- a) a tenderer having a stipulated minimum B-BBEE status level of contributor of level ??;
- b) an EME or QSE;
- c) a tenderer subcontracting a minimum of 30% to:
 - i. an EME or QSE which is at least 51% owned by black people;
 - ii. an EME or QSE which is at least 51% owned by black people who are youth;
 - iii. an EME or QSE which is at least 51% owned by black people who are women;
 - iv. an EME or QSE which is at least 51% owned by black people with disabilities;
 - v. an EME or QSE which is at least 51% owned by black people living in rural or undeveloped areas or townships;
 - vi. a co-operative which is at least 51% owned by black people;
 - vii. an EME or QSE which is at least 51% owned by black people who are military veterans;
 - viii. an EME or QSE.

Tenderers must fully complete the schedule titled **Schedule of Pre-Qualification Criteria Sub-Contractors** in order for this requirement to be evaluated.

6.2.2 Cost of tendering

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

6.2.3 Check documents

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

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

6.2.4 Confidentiality and copyright of documents

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

6.2.5 Reference documents

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

6.2.6 Acknowledge and comply with notices

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

6.2.7 Clarification meeting

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

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

6.2.8 Seek clarification

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

6.2.9 Pricing the tender offer

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

6.2.10 Alterations to documents

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

6.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

6.2.12 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

6.2.13 Information and data to be completed in all respects

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

6.2.14 Closing time

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

6.2.14.2 Accept that, if the CCT extends the closing time stated on the front page of the tender document for any

reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

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

6.2.15 Tender offer validity and withdrawal of tenders

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

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

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

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

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

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

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

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

6.2.17 Provide other material

6.2.17.1 Provide, on request by the CCT, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CCT for the purpose of the evaluation of the tender. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CCT's request, the CCT may regard the tender offer as non-responsive.

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

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

municipal entity is expected to be transferred out of the Republic.

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

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

6.2.18 Samples, inspections, tests and analysis

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

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

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

6.2.19 Certificates

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

6.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

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

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

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

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

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

6.2.19.2 Evidence of tax compliance

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

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

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

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

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

6.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

6.3 The CCT's undertakings

6.3.1 Respond to requests from the tenderer

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

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

6.3.2 Issue Notices

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

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

6.3.3 Opening of tender submissions

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

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

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

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

6.3.3.4 Make available the pricing schedules upon written request.

6.3.4 Two-envelope system

6.3.4.1 Where stated in the tender conditions that a two-envelope system is to be followed, open only the

technical proposal of tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions and announce the name of each tenderer whose technical proposal is opened.

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

6.3.5 Non-disclosure

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

6.3.6 Grounds for rejection and disqualification

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

6.3.7 Test for responsiveness

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

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

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

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

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

6.3.8 Arithmetical errors, omissions and discrepancies

6.3.8.1 Check the responsive tenders for:

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

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

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

the tendered total of the prices.

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

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

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

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

6.3.9 Clarification of a tender offer

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

6.3.10 Evaluation of tender offers

6.3.10.1 General

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

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

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

6.3.10.2 Decimal places

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

6.3.10.3 Scoring of tenders (price and preference)

6.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Part 3)**:

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

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

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

6.3.10.3.4 Applicable formula:

The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and including a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

$$P_s = 80 \times \frac{(1 - (P_t - P_{min}))}{P_{min}}$$

Where: P_s is the number of points scored for price;
 P_t is the price of the tender under consideration;
 P_{min} is the price of the lowest responsive tender.

Preference points shall be scored as follows:

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

A maximum of 20 tender adjudication points will be awarded for preference to tenderers with responsive tenders who are eligible for such preference, in accordance with the criteria listed below.

Up to 20 adjudication points (N_p) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor*	0

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

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

Black Ownership of EME	Deemed Status Contributor	B-BBEE Level of Contributor	Number of Points for Preference
less than 51%	4		12
at least 51% but less than 100%	2		18
100%	1		20

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

Black Ownership of QSE	Deemed Status Contributor	B-BBEE Level of Contributor	Number of Points for Preference
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at least 51% but less than 100%	2	18
100%	1	20

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

$$N_T = P_s + N_p$$

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

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

6.3.10.5 Risk Analysis

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

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

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

6.3.11 Negotiations with preferred tenderers

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

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

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

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

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

6.3.12 Acceptance of tender offer

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

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

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

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

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

6.3.13 Prepare contract documents

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

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

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

6.3.14 Notice to successful and unsuccessful tenderers

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

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

6.3.15 Provide written reasons for actions taken

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

(7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.5 The **supplier** shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
 - c) Initial delivery programme
 - d) Other requirements as detailed in the tender documents
- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required

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

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

Add the following after clause 5.4:

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

The ownership of data and factual information collected by the supplier and paid for by the purchaser

shall, after payment, vest with the purchaser

5.6 Publicity and publication

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

5.7 Confidentiality

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

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

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

8. Inspections, tests and analyses

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.

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 time for delivery of the goods shall be the date as stated on the order.

10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

11. Insurance

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.

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 5 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.

12. Transportation – Not Applicable

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

13. Incidental Services – Not Applicable

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 – Not Applicable

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

Add to Clause 15.2:

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

16. Payment

- 16.1 A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The supplier may submit a fully motivated application regarding more frequent payment to the Employer for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.
- 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.
- 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.
- 16.5 Notwithstanding any amount stated on the order, the supplier shall only be entitled to payment for goods actually delivered in terms of the Project Specification and Drawings, or any variations in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the purchaser.

The CCT is not liable for payment of any invoice that pre-dates the date of delivery of the goods.
- 16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on **Proforma Advanced Payment Guarantee**.

17. Prices

- 17.1 The prices for the goods delivered and services performed shall be subject to contract price adjustment in year 4 and 5 and the following condition will be applicable:
 - Consumer Price Index (CPI) will be used as the price adjustment mechanism.

18. Contract Amendments and Variations

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

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 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.
- 21.2 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

- 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 ['NOT APPLICABLE']

23. Termination

- 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; or
 - (d) if the supplier fails to remedy the breach in terms of such notice
- 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.

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

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

23.8.2 The parties by mutual agreement terminate the contract.

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

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

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, 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.
- 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

- 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 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.

- 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.

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 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

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

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.

35. Reporting Obligations.

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

(8) GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

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.

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

- (f) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
- (g) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
- (h) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (i) 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
- (j) 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:

- (c) 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
- (d) 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:
- (c) 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;
 - (d) if the supplier fails to perform any other obligation(s) under the contract; or
 - (e) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
 Account Holder: _____
 Financial Institution: _____
 Branch Code: _____
 Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

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

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

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

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

2.2 If YES, provide particulars:

N/A

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

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

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

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)
KwaZulu Natal Provincial Treasury	Implementation of Global Fund Programme	1 July 2017 - 31 March 2019	N/A
KwaZulu Natal Provincial Treasury	Technical assistance to KZN global fund GFSP- YWG and other vulnerable population	20 Months	N/A
KwaZulu Natal Office of the Premier	Development of district implementation plan	2018/1019 Ongoing	N/A
KwaZulu Natal Office of the Premier	Monitoring and evaluation framework	16/01/18 to date	N/A
KwaZulu Natal Office of the Premier	Development of district implementation plan	2018 to 2019 Ongoing	N/A

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

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

- 4.1 If YES, furnish particulars below

N/A

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

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

12/10/2018

 Date

Schedule 3: Preference Schedule

1 Definitions

The following definitions shall apply to this schedule:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Person: Includes a juristic person.

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

Price: Includes all applicable taxes less unconditional discounts.

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

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

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

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

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

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

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

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

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

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

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

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

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

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

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

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

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

3 Sanctions relating to breaches of preference conditions

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

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

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

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

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

where:

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

P* = Value of the contract

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

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

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

where:

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

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

P* = Value of the contract

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

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

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

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

Table 1: Level of Contribution

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

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

5 Declarations

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

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

☐
Note:

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

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

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

Signature

12/10/2018
Date

Name (PRINT)

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

For official use.			
SIGNATURE OF	OFFICIALS AT	OPENING	
1.	2.	3.	

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

1. No bid will be accepted from persons in the service of the state¹.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder²)...Director.....
 - 3.4 Company or Close Corporation Registration Number:.....
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:.....
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? ~~YES~~ / NO
 - 3.8.1 If yes, furnish particulars ...N/A.....
 - 3.9 Have you been in the service of the state for the past twelve months? ~~YES~~ / NO
 - 3.9.1 If yes, furnish particulars ...N/A.....
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ~~YES~~ / NO
 - 3.10.1 If yes, furnish particulars ...N/A.....
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? ~~YES~~ / NO
 - 3.11.1 If yes, furnish particulars...N/A.....
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? ~~YES~~ / NO
 - 3.12.1 If yes, furnish particulars ...N/A.....
 - 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? ~~YES~~ / NO
 - 3.13.1 If yes, furnish particulars ...N/A.....
 - 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? ~~YES~~ / NO

3.14.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number
		N/A

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

Signature

Print name: I

On behalf of the tenderer (duly authorised)

Date

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) an executive member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

Schedule 5: Conflict of Interest Declaration

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

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

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

N/A

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

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

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

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

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

N/A

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

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

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

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

12/10/2018

 Date

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

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

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

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

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

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

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

12/10/2018

Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

Date

12/10/2018

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

- 9.1 Tenderers are required to offer firm prices as indicated under Price Instruction which covers the first three years of the contract and the Contract Price Adjustment (CPA) will be applicable from the fourth and fifth year of the contract.
- 9.2 The projected Consumer Price Index (CPI) determined by National Treasury in February of the applicable years i.e. 2021/22 and 2022/23 will be the price adjustment mechanism to be used for this tender.
- 9.3 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.
- 9.4 When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- 9.5 Any claim for an increase in the contract price shall be submitted in writing to:
Project Manager City of Cape Town, PO Box 655, Cape Town, 8000;
Email address –
Prior to the month upon which the price adjustment would become effective.

Schedule 9: Occupational Health and Safety Agreement

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

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

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

I, ..., representing

....., as an employer
in its 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:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at DURBAN on the 12 day of October 2018

Witness

Mandatory

Signed at on the day of 20

Witness

for and on behalf of
City of Cape Town

Schedule 10: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender [DP 3946_THE PROVISION OF OCCUPATIONAL HEALTH AND VACCINATION SERVICES TO SUPPORT CURRENT OCCUPATIONAL HEALTH SERVICES RENDERED TO EMPLOYEES OF THE CITY OF CAPE TOWN] in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of : _____ (Name of tenderer)

That:

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

Signature

Date

12/10/2018

Name (PRINT)

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

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

Schedule 11: Local Content Declaration / Annexure C (Not Applicable)

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

Preamble

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the Electrical and Telecom Cable sector.

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2 Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such bids with the specific bidding condition that only locally produced goods with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286:2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by ABSA Bank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
Textiles, Clothing, Leather and Footwear sector	100%

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Absa Bank at close of business on the date of advertisement of the bid.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Tenderers must submit proof of the ABSA Bank rate(s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the CCT provide directives in this regard.

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)(AS PER ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.isp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ...Dr.Arletta.Ntombizodwa.Clementina.Ngobese..... (full names),

do hereby declare, in my capacity as Director

of ...Unathi.Consulting.....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:

DATE: _____

WITNESS No. 1

DATE: _____

WITNESS No. 2

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	
(C2)	Tender description:	
(C3)	Designated product(s)	
(C4)	Tender Authority:	
(C5)	Tenderer Entity name:	
(C6)	Tender Exchange Rate:	Pula
(C7)	Specified local content %	

EU

Pula

GBP

Note: VAT to be excluded from all calculations

Calculation of local content

Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender net exempted imported content	Value of imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1	???	Shoes					
2	???	Overall					

Tender summary

Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Date: _____

Schedule 12: Price Basis for Imported Resources

[illegible]

* State Customs Duty Tariff Reference for each item

Note:

Note that any Resources not inserted in this Returnable Schedule shall be deemed to be manufactured / supplied in South Africa for the purposes of Contract Price Adjustment. The BASE/DATE referred to in column (B) will be 7 calendar days before tender closing.

SIGNED ON BEHALF OF TENDERER:

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

Not Used

The tenderer shall provide information for the evaluation of their compliance with any sub-contracting pre-qualification criteria set in the tender conditions.

[illegible]

A	Price of tender under consideration (P _T) including VAT	R
B	Total value of sub-contracting including VAT	R
	Total sub-contracting percentage – (B/A)*100	%
	MINIMUM SUB-CONTRACTING TARGET AS CONTAINED IN CLAUSE 6.8	

SIGNED ON BEHALF OF TENDERER:

Schedule 14: List of other documents attached by tenderer

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

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.	28/02/2018	Financial Statement 2018 referred to in Schedule 2
2.	28/02/2017	Financial Statement 2017 referred to in Schedule 2
3.	15/09/2018	Accountant's letter in lieu of 2016 financial statement referred to in Schedule 2
4.	N/A	CV's of key personnel referred to in section 6.2.1.1.5
5.	N/A	Tax Clearance Certificate referred to section 6.2.19.2
6.	07/06/2017	Tax PIN referred to in 6.2.19.2
7.	02/10/2018	BBBEE Sworn Affidavit referred to in Schedule 3
8.	01/10/2018	Proof of address: Lease Agreement referred to in Schedule 16
9.	04/03/2018	Proof of equipment: Lease agreement referred to in Schedule 16
10.	30/09/2018	CSD Report referred to in section 6.18
11.	N/A	Company Quality Management Policy for Vaccination services as referred to in Section 3.4.3
12.	12/10/2018	Proof of application to IPWIS (Awaiting response from the Department) referred to in 3.4.4
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

12/10/2018

Schedule 15: Record of Addenda to Tender Documents

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

N/A

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 16: Information to be provided with the tender

In response to the questions raised in section 5 (Specifications), please complete the following sub-schedules of Schedule 16:

Only complete sections relevant to sections (A, B or C) of the tender you are tendering for.

16 A: KEY PERSONNEL

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

- a) details of the key personnel (proposed team composition) required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be responsive;
- b) the Curriculum Vitae of each individual identified below must be attached; and
- c) a statement for each of the individuals identified, which indicates applied skills, qualifications, necessary registrations, dispensing licences and degree of responsibility and any recent experience that is relevant to this tender (which may or may not form part of the individual's curriculum vitae. Tenderers should indicate to which part of this tender, the field of specialisation is relevant to.

OCCUPATIONAL MEDICINE PRACTITIONER/S:				
NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Director	MBCHB and DOH		27 years
OCCUPATIONAL HEALTH PRACTITIONER/S:				
NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Occupational Health Practitioner	BTech Nursing (Occ Health)		34 years
	Occupational Health Practitioner	Diploma in General Nursing Science Diploma in Occupational Medicine		14 Years

VACCINATION SERVICES (Section C only):

NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

SAME AS TABLES ABOVE

TENDER NO: 77S/2018/19

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the Abuse Policy.

Signature

Print name

On behalf of the tenderer (duly authorised)

10/10/2018

Date

16 B: ALLOCATION OF RESOURCES

16.2.1 Personnel: This schedule should include all personnel that are intended to be used in the execution of the work (including the key personnel listed in 12A and others as may be necessary) with details of their names, qualifications, title/job description, brief description of their function in relation to this tender, whether or not they are in the employment of the tenderer at present, and on what basis they will be involved in this tender (part time oversight role, full time for duration of certain activities as and when required etc.)

16.2.2 Resources other than human resources: This schedule should include details of other resources (equipment, software etc) relevant to, necessary for and are available or will be bought/hired in for use on this project.

The tenderer may also attach the above-mentioned resource schedules if there is insufficient space in the tables below, provided that it is submitted in the same format.

SECTION A: OCCUPATIONAL HEALTH LOCUM SERVICES

PERSONNEL						
NAME & JOB TITLE	PERMANENT (✓ if applicable)	NON-PERMANENT (✓ if applicable)	POSITION/ QUALIFICATION	YEARS OF EXPERIENCE	PROPOSED POSITION FOR THIS CONTRACT/ SERVICE	IN THE EMPLOY OF THE TENDERER: YES/NO
	✓		MBCHB and DOH	27 years	OMP	Yes
		✓	BTech Nursing (Occ Health)	34 years	OHP	No
		✓	Diploma In general nursing Diploma in occupational health	14 years	OHP	No

OTHER RESOURCES	
TYPE OF RESOURCE	STATE: WHETHER OWNED OR HIRED
Vehicle	Hired
Mobile Unit	Hired - Lease agreement attached

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) termination of the contract and/or steps in terms of the Abuse Policy.

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

12/10/2018
 Date

SECTION B.1: OCCUPATIONAL HEALTH SERVICES

PERSONNEL						
NAME & JOB TITLE	PERMANENT (✓ if applicable)	NON-PERMANENT (✓ if applicable)	POSITION/ QUALIFICATION	YEARS OF EXPERIENCE	PROPOSED POSITION FOR THIS CONTRACT/ SERVICE	IN THE EMPLOY OF THE TENDERER: YES/NO
(REFER TO TABLE ON PAGE 87)						

OTHER RESOURCES	
TYPE OF RESOURCE	STATE: WHETHER OWNED OR HIRED
Mobile Trailer	Hired lease agreement attached
Audiometry Equipment	Owned
Spirometry Equipment	Owned

Provide (attach) proof of address and summary of facilities of the Service Provider for providing occupational health services

a) Address

Lease agreement attached
Mobile Unit Lease attached

b) Summary of facilities (Fixed and mobile):

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the Abuse Policy.

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

12/10/2018

Date

SECTION B.2: VACCINATION SERVICES

PERSONNEL						
NAME & JOB TITLE	PERMANENT (✓ if applicable)	NON-PERMANENT (✓ if applicable)	POSITION/ QUALIFICATION	YEARS OF EXPERIENCE	PROPOSED POSITION FOR THIS CONTRACT/ SERVICE	IN THE EMPLOY OF THE TENDERER: YES/NO
	✓		MBCHB and DOH			
		✓	BTech Nursing (Occ Health)			
		✓	Diploma in General Nursing Diploma in Occ Health			

OTHER RESOURCES / EQUIPMENT	
TYPE OF RESOURCE	STATE: WHETHER OWNED OR HIRED
Vehicle	Hired

Provide (attach) proof of address and summary of facilities of the Service Provider for vaccination

c) Address.

Lease agreement attached

d) Summary of facilities (Fixed and mobile)

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the Abuse Policy.

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

16 C: TRACK RECORD

The tenderer shall indicate in the table below, all similar projects that have been successfully completed by the office/branch of the tendering entity in the past five years, or that are underway at present.

Where the entity tendering is a Partnership/ Joint Venture/ Consortium, the track record of each party to the joint venture must be set out in the table below or attached to in the same format. A score for each will be combined in proportion to the percentage contribution of each party to the Partnership/ Joint Venture/ Consortium.

TRACK RECORD (Indicate Section A or B or C and use separate tables for each section if applicable)			
TITLE AND BRIEF DESCRIPTION OF PROJECT (specifically state service provided, e.g. full OHS, primary health care only, vaccination only or included, etc.	VALUE OF CONTRACT	CLIENT (include contact details)	DATE COMPLETED
Full occupational health services inclusive of vaccinations		Total SA	Ongoing
Full occupational health services inclusive of vaccinations		Life Occupational Healthcare	End of 2015
Provisinon of an Occupational Medical Practitioner		Mangosuthu University of Technology	Ongoing
Full occupational health services inclusive of vaccinations		Netcare Healthcare	Ongoing
Full occupational health services inclusive of vaccinations		Solethu Energy	Ongoing
Full occupational health services		EOH	Ongoing

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the Abuse Policy.

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

12/10/2018

Date

(10) CONTRACT DOCUMENTS**ANNEXURE 1: Form of Guarantee / Performance Security****FORM OF GUARANTEE / PERFORMANCE SECURITY****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

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

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no _____; _____ and such amendments or additions to the contract as may be agreed in writing between the parties.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:

3.1 any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.2 its obligation under this Guarantee/Performance Security is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the City of Cape Town the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:

4.1 A copy of a first written demand issued by the City of Cape Town to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the City of Cape Town intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the City of Cape Town to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the City of Cape Town the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the City of Cape Town to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:

5.1 the Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

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

National Banks:

International Banks (with branches in SA):

Insurance companies:

ANNEXURE 2: Form of Advance Payment Guarantee

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

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

Amount in words:

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

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

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

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

Amount in words:

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE 2A: Advance Payment Schedule

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

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

Plant and materials which have been manufactured and are stored by the supplier	Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third party manufacturer/supplier, and which may be stored by the supplier:

Conditions:

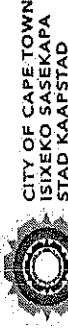
- 1) The supplier can only rely on advance payment being permitted by the CCT in respect of the plant and materials listed in the table above. The CCT may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the supplier.
- 2) Advance payment for the purposes of deposits will only be provided up to a limit of [Not applicable of the value of any one item being claimed.
- 3) The supplier shall provide the CCT with documentary evidence of the terms and conditions for which a deposit with order is required by a third party manufacturer/supplier, together with the advance payment guarantee.
- 4) The supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the supplier. The supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the CCT upon request, for the whole value of the item.

ANNEXURE 3: Monthly Project Labour Report (Example)

ANNEX 1

CITY OF CAPE TOWN

MONTHLY PROJECT LABOUR REPORT



Instructions for completing and submitting this form

General

- 1 The Monthly Project Labour Reports must be completed in full, using typed, capital letter 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 services / 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 or email EPWPLR@capetown.gov.za.

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Either a Contract (in the case of contracted out services or works) or a Works Project (in the case of direct employment by the City) name and number must be inserted. The name of the contract or works project may be abridged if necessary. In the case of term tenders the contract name and number must reflect the term tender as advertised.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Workers Details and Work Information

- 8 Care must be taken to ensure that worker details correspond accurately with the worker's ID document of which a Certified copy must be kept for reporting.

Jobseeker Database Reference Number

- 9 Unique number generated by Jobseekers system to confirm workers were sourced from the Jobseekers database operated by Subcouncils
- 10 New workers: Training: Reporting Threshold
A new worker is one in respect of which a new employment contract is signed in the current month.
- 11 Refers to work days only. Formal accredited training / Non-accredited training that does not form part of on-the-job training must be excluded from this entry
- 12 All formal accredited / non-accredited training that does not form part of on-the-job training (currently R350 excluding any benefits) shall not be reflected on this form at all.
- 13 Submission of Forms
Signed Hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- 14 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and Certified ID documents are only required in respect of new workers.
- 15 If a computer is not available hardcopy forms and supporting documentation will be accepted.
- 16 Failure to adhere to reporting requirements may result in the withholding of payment; penalties being applied or both

PROJECT DETAILS

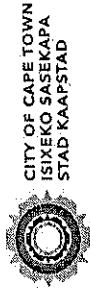
Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

CONTRACT OR WORKS		PROJECT NUMBER: (6)		DEPARTMENT:		CONTRACTOR OR VENDOR		E-MAIL ADDRESS:		CONTRACTOR OR VENDOR		TEL. NUMBER:		CELL		WORK	
PROJECT NAME: (6)																	
DIRECTORATE																	
CONTRACTOR OR VENDOR NAME																	
CONTRACTOR OR VENDOR																	
CONTACT PERSON:																	
PROJECT LABOUR REPORT / CURRENT MONTH (mark with 'X')																	
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR (insert last 2 digits)		2		0	

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

TENDER NO: 77S/2018/19
MONTHLY PROJECT LABOUR REPORT

WORKER DETAILS AND WORK INFORMATION

CITY OF CAPE TOWN
ISIXEKO SASAKAPA
STAD KAAPSTAD

Year	Month	of

CONTRACT OR WORKS PROJECT NUMBER:

No.	(8) First name	(8) Surname	(8) ID number	(9) Jobseeker Database Reference Number	(10) New Worker (Y/N)	(11) Gender (M/F)	(12) Disabled (Y/N)	(11) No of days worked this month (excl. training)	(12) No of training days this month (with stipend)	(13) Rate of pay per day (R = c)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										

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

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

ANNEXURE 4: BBEE Sub-Contract Expenditure Report (Pro Forma)

TENDER NO. AND DESCRIPTION: _____

SUPPLIER: _____

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (P*)		B-BBEE Status Level of Prime Supplier		
	R			
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
Documentary evidence to be provided		Total:		R
		Expressed as a percentage of P*		%

Signatures

Declared by supplier to be true and correct: _____

Date: _____

Verified by CCT Project Manager: _____

Date: _____

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

TENDER NO. AND DESCRIPTION: _____

SUPPLIER: _____

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)		B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium			
R					
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	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* ¹ x100
Partner A		A	% R	R	%
Partner B			% R	R	%
Partner C			% R	R	%

¹Documentary evidence to be provided

Signatures

 Declared by supplier
to be true and correct: _____

Date: _____

 Verified by CCT
Project Manager: _____

Date: _____