

**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: 6

Page 1 of 66

TENDER NO: 80S/2017/18

Provision of:

- An Intranet/Internet Database of Legislation and Legal Publications
- An Online Information Search Software Application
- Provision of legislation and legal publications in paper loose leaf format inclusive of the relevant updates to the City of Cape Town]

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT UNTIL 30 JUNE 2022

CLOSING DATE: 17 October 2017

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER:** 163

TENDER FEE:

R 50.00 Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

TENDERER

**NAME of Company/Close Corporation or
Partnership / Joint Venture/ Consortium or
Sole Proprietor /Individual**

TRADING AS (if different from above)

TENDER SERIAL NO.: 1

**SIGNATURES OF CITY OFFICIALS
AT TENDER OPENING**

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(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED : 15 September 2017

SITE VISIT/CLARIFICATION MEETING : N/A

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. 80S/2017/18: Provision of:**

An Intranet/Internet Database of Legislation and Legal Publications

An Online Information Search Software Application

Provision of legislation and legal publications in paper loose leaf format inclusive of the relevant updates to 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 domicilium citandi et executandi)	
	Postal Code _____
Contact details of the person duly authorised to represent the tenderer	Name: <u>Mr/Ms</u> _____ (Name & Surname) Telephone _____ 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)	Supplier No: _____ Unique Reg Ref No: _____
Other Required registration numbers	

(3) FORM OF OFFER AND ACCEPTANCE**TENDER NO: 80S/2017/18****Provision of:**

- An Intranet/Internet Database of Legislation and Legal Publications
- An Online Information Search Software Application
- Provision of legislation and legal publications in paper loose leaf format inclusive of the relevant updates to 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 hereby: (full names of signatory)

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

HEAD of Public Sector

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: _____

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

Date

16/10/2017

INITIALS OF CITY OFFICIALS	
1	

FORM OF OFFER AND ACCEPTANCE (continued)**TENDER NO: 80S/2017/18****Provision of:**

- An Intranet/Internet Database of Legislation and Legal Publications
- An Online Information Search Software Application
- Provision of legislation and legal publications in paper loose leaf format inclusive of the relevant updates to 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 Cape Town ON THIS THE 7th DAY OF September 2018.
(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)

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 SECTION A PRICING (PAGES 9-11)
- Details PLEASE NOTE THE PRICING GIVEN IN SEC A IS A 5 YEAR PRICING TOTAL PER PUBLICATION. PLEASE FIND ATTACHED PRICING BREAKDOWN FOR ONLINE PUBLICATIONS PER YEAR.
- 2 Subject SECTION B ONLINE INFO SEARCH SOFTWARE PAGE 12-14
- Details PLEASE NOTE THESE SERVICES ARE PAY PER VIEW (PAY AS YOU GO) SUBJECT TO STANDARD TERMS AND CONDITIONS. -FOR DETAILS PLEASE SEE ATTACHED PRICING BREAKDOWN PG 12 AND SUPPORTING WINDIED 2
- 3 Subject SECTION C - LEGAL PUBLICATIONS PG 15-26 (PRODUCT PRICING DESCRIPTION)
- Details THE PRICE QUOTED IN THIS SECTION IS THE TOTAL 5 YEAR COST FOR TITLE COVERING MAIN WORKS AND SERVICE ISSUES (WHERE APPLICABLE) - DETAILED PRICE BREAKDOWN IS ATTACHED
- 4 Subject PAGE 114 - TOTAL BID PRICE
- Details THE TOTAL BID PRICE CALCULATED BY LEXISNENS EXCLUDES SECTION B OF THE PRODUCTS AND SERVICES. IS UNABLE TO FORECAST A 5 YEAR PRICING FOR THIS SECTION DUE TO THE INABILITY TO PREDICT SEARCH VOLUMES BY CITY OF CAPE TOWN.

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.

FORM OF OFFER AND ACCEPTANCE (continued)
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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 ... ANNEXURE 1 - FORM OF GUARANTEE - PAGE 122
 Details ... PRODUCTS AND SERVICES ARE
 NOT APPLICABLE TO THIS SECTION

2 Subject ... ANNEXURE 2 - FORM OF ADVANCE PAYMENT
 Details ... GUARANTEE
 PRODUCTS / SERVICES ARE
 NOT APPLICABLE TO THIS SECTION

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. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 3.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 3.5 Prices tendered below shall be subject to adjustment in accordance with **Schedule 8**. Firm prices will not be considered and the tender will be declared non-responsive.
Notwithstanding the above, if:
a) the termination or end delivery date of a fixed price contract exceeds a period of one year from the expiry of the original tender validity period; or
b) due to any extension of time granted by the CCT, the duration of the contract period exceeds one year; then contract price adjustment will automatically apply for that period by which the extended time limit exceeds such one year. The CCT will inform the supplier in writing of the appropriate contract price adjustment mechanism which will apply.
c) the award of a contract is delayed beyond the original tender validity period, and a tenderer is prepared to extend the validity period conditional to contract price adjustment; being applied in the first year, then such price adjustment may be considered provided it is reasonable and does not prejudice any other bidder.
Should the award of the tender be delayed beyond 12 months, the tenderer can apply for escalation at commencement of the contract.
- 3.6 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.
- 3.7 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be evaluated as a nil rate having been entered against that item, i.e. that there is no charge for that item.**
- 3.8 **Section A of the pricing schedule:**
- 3.8.1 Tenderers do not have to submit a rate against all items of Legislation and Legal Publications of the pricing schedule. However, tenderers who submit a rate against an item must also submit a rate against all sub items to be considered responsive.
- 3.9 **Section B of the pricing schedule:**
- 3.9.1 Tenderers have to submit a rate against all items of the pricing schedule to be considered responsive.
- 3.10 **Section C of the pricing schedule:**
- 3.10.1 Tenderers do not have to submit a rate against all items of Legislation and Legal Publications of the pricing schedule. However, tenderers who submit a rate against an item must also submit a rate against all sub items to be considered responsive.

3.11 **AWARD**3.11.1 **Section A and C of the pricing schedule:**

CCT reserves the right to award per Legislation and Legal Publications.

3.11.2 **Section B of the pricings schedule:**

CCT intends to award to one service provider only.

3.11.3 Tenderers have the option to tender on either Section A, B or C, or on all sections of the Pricing Schedule.

SECTION A: List of Legislation and Legal Publications required on the Intranet/Internet Database:

Item No	Item Description	Unit of Measure	Subscription rate per year (Excl. VAT)
A1	South Africa case Law		
A1.1	South African law reports or All South African reports	each	R 37 311.45
A5	Labour Law		
A5.1	Employment Equity Law	each	R 11 993.60
A5.2	Employment Law Journal	each	R 9 225.41
A5.3	Commentary of Occupational Health and Safety	each	R 3 189.81
A5.5	Arbitration Awards	each	R 16 471.00
A7	Civil Procedure		
A7.3	Amlers precedents of pleadings	each	R 7 955.83
A10	Corporate Law & Governance		
A10.1	King Report on Corporate Governance	each	R 12 517.66
A11	Legal Index and Dictionary		
A11.1	Index and noter up to the SA Law reports and all SA Law reports & subject Index	each	R 12 444.79
A12	Law of Property		
A12.1	Property law journal	each	R 5 170.67
A12.2	Silberberg and Schoeman's law of property	each	R 6 089.03
A13	Law of Contract		
A13.1	— law of contracts in South Africa	each	R 5 428.28
A13.2	Forms and precedents	each	R 37 399.84
A14	Legal Citator		
A14.1	Case Detail Search	each	R 30 265.75

A 17	SA Attorney's Journal		
A 17.1	3 – SA Attorney's Journal	each	AT NO COST
A18	Law of South Africa		
A18.1	Law of South Africa	each	R 63 995.01

SECTION B: Online Information Search Software Application – Search items required

Item No	Item Description	Unit of Measure	Rate (Excl. VAT) (R)
B1	Deeds Office		
B1.1	Searches from 1 – 500 per month	each	R 16.95
B1.2	Searches from 501 – 1000 per month	each	R 15.68
B1.3	Searches from 1001 – 1500 per month	each	R 14.86
B1.4	Searches from 1501 – 2500 per month	each	R 14.01
B1.5	Over 2500 searches per month	each	R 13.63
B2	Individual / Company		
B2.1	Director Report	each	R 11.32
B2.2	Company Report	each	R 11.32
B2.3	VAT Number	each	R 13.77
B2.4	Spider Search	each	R 100.69
B2.5	Contact Information Search	each	R 4.98
B2.6	Home Affairs ID Verification	each	R 11.99
B2.7	Alerts (per company / individual watch per month)	each	R 1.00
B3	Property		
B3.1	Property Report	each	R 10.59
B3.2	Database Property Sear	each	R 9.53
B3.3	Deeds Office Transfer (per line)	each	R 11.61
B3.4	Street Address to Erf / Scheme Conversion	each	R 9.64
B3.5	Erf / Scheme to Street Address Conversion	each	R 9.64
B3.6	Automated Valuation Report: Full	each	R 84.80
B3.7	Automated Valuation Report: Short	each	R 58.30
B3.8	Map Search (accessible for 30 days)	each	R 6.23
B3.9	Alerts (per property watch per month)	each	R 1.06
B4	Documents		
B4.1	DOTS (Deeds Office Tracking System)	each	R 16.95
B4.2	Deeds Office Document Copy (per document)	each	R 83.74
B4.3	Surveyor – General Diagram (per image)	each	R 6.23
B4.4	Judgment Document Copy (per document)	each	R 38.68

Item No	Item Description	Unit of Measure	Rate (Excl. VAT) (R)
B4.5	DOTS ADT (Automated Document Tracking) – 30 days of tracking, auto-renewable	each	R 158.99
B5	Credit Bureau		
B5.1	Consumer Profile	each	R 40.80
B5.2	Trace	each	R 16.95
B5.3	Verification	each	R 16.42
B5.4	Business Trade on File	each	R 118.71
B5.5	Business Statutory Detail on File	each	R 34.98
B5.6	Business Subject Default	each	R 119.24
B5.7	Business Principals Detail	each	R 30.73
B5.8	Business Enquiry History	each	R 103.87
B5.9	Business Bank on File	each	R 29.67
B5.10	Business Dynamic Rating/SME Assessment (includes Scan on File)	each	R 333.88
B5.11	Deed on File	each	R 56.70
B5.12	Scan on File	each	R 212.52
B5.13	Consumer Profile	each	R 36.03
B5.14	Compuscan Consumer Profile	each	R 23.31
B5.15	TPN (Tenant Profile Network)	each	R 33.91
B5.16	Compuscan Trace	each	R 7.41
B5.17	XDS Consumer Profile	each	R 38.68
B5.18	XDS Trace	each	R 9.53
B5.19	XDS Consumer Trace	each	R 22.78
B5.20	Judgment Search – Company	each	R 37.62
B5.21	Judgment Search – Individual (per judgment)	each	R 35.50
B5.22	Trace Enquiry	each	R 26.49
B5.23	Alerts (individual watch per month)	each	R 10.59
B6	Vehicle		
B6.1	Vehicle Enquiry	each	R 31.75

Customer Support Centre
Telephone

RE: Tender No: - 80S/2017/18 – An Online Information Search Software Application

, a division of , eased to submit this proposal to meet the requirements for City of Cape Town tender **80S/2017/18**. We can provide the City of Cape Town with an online portal type access for designated staff members to extract information from the Deeds Office, Credit Bureaus and Companies Intellectual Property Commission.

Company Profile

was launched in 2002, providing customers with easy-to-use software to access valuable property and company information. Since its introduction, has grown from strength to strength to become South Africa's leading search tool for personal, company and property information providing a single point of access to information from a variety of data sources.

software provides fast and reliable 24-hour access to South Africa's major registration offices including the Deeds Office, CIPC (ex CIPRO), , XDS, Compuscan, TPN and Inxico Credit Bureaus and the Office of the Surveyor General. This software also offers benefits to Law Firms, Estate Agencies, Municipalities, Credit Bureaus, Banks, Valuers, Surveyors, Conveyancers, Researchers and other professionals within the property industry.

Pricing:

Please note that pricing is subject to change in the event of a price adjustment by our suppliers and/or CPIX related increases.

Price per search – Please see attached
Membership Fees – There are no membership, monthly fees
Support Services – **Free** Customer Support

IMPORTANT NOTE _____; the founder of the _____ which has become an invaluable tool for customers involved in asset discovery. Due to the nature of the _____, no other supplier can provide the comprehensive information available in WinDeed Spider Search.

Miscellaneous:

All searches are done in accordance with the _____ User License Agreement (EULA) –

_____ generates invoices on the 25th of each month; Credit Bureau searches are issued from _____ i) and all other searches are issued from _____

The Protection of Personal Information (PoPI) Act is due to be passed into legislation in the near future. _____ cannot determine beforehand the possible impact this may have on the data available from our suppliers and cannot be held responsible for any resulting changes to data.

Brand Manager

SECTION C: List of legislation and legal publications required in loose leaf format inclusive of supplying the relevant updates

Item No	Item Description	Unit of Measure	Rate per unit inclusive of updates where applicable (Excl. VAT) (R)
C1	Laws of South Africa (LAWSA)		
C1.1	Lawsa (34 Vols) Latest Volumes ISBN 060LAWSARESYS	each	R 11 390.00
C1.2	Current Law (12 parts per annum) ISBN 060CURRLAWSYS	each	R 3 749.00
C1.3	Current Law Subscription ISBN 060CURRLAWSYS	each	R 3 749.00
C2	Legislation		
C2.2	Statutes of South Africa (40 vols) Latest Volumes ISBN 060STATPVTSYS	each	R 18 585.00
C3	Law Reports		
C3.1	Arbitration Law Reports (12 parts per annum) ISBN 160ARBI16NSYS	each	R 3 830.00
C3.3	Butterworths Law Report: Constitutional Law ISBN 1023-3814	each	R 3 858.00
C3.4	Butterworths Law Report: Arbitration Awards ISBN 1463-0842	each	R 500.00
C4.	Butterworths Forms and Precedents (BF&P)		
C4.1	Butterworths Forms and Precedents (BF&P) 27 vols Latest Volumes ISBN 060BF0PSETSYS	each	R 6 790.00

Item No	Item Description	Unit of Measure	Rate per unit inclusive of updates where applicable (Excl. VAT) (R)
C5.	Advertising Law		
C5.1	Advertising Standards Authority Precedent Manual (4 vol) Latest Volumes ISBN 010ASAADVESYS	each	R 3 095.20
C5.2	Advertising Standards Authority Code of Advertising Practice and Procedural Guide ISBN 060CODEADVSY	each	R 290.00
C6.	Aviation Law		
C6.1	Aviation Legislation Service (7 binders) Latest ISBN 060AVIFULLSYS	each	R 2 077.00
C6.2	Aviation Leg in SA Vol 1 (2 binders) Latest Volumes ISBN 060AVIVOL1SYS	each	R 132.00
C7.	Banking and Finance Law		
C7.1	Banking Law and Practice (2 binders) ISBN 080BANKLAWSYS	each	R 1 657.00
C7.2	Financial Markets Legislation Service ISBN 060FINMKTLSYS	each	R 1 199.00
C8.	B-BBEE		
C8.1	BEE Service Empowerment ISBN 060EMPOWERSYS/	each	R 857.00
C9.	Civil Procedure		
C9.1	Civil Procedure in the Magistrates' Courts (2 binders) ISBN 060CIVPMAGSYS/	each	R 2 221.00
C9.2	Civil Procedure in the Superior Courts (2 binders) ISBN 060CIVPSUPSYS/	each	R 2 164.00

Item No	Item Description	Unit of Measure	Rate per unit inclusive of updates where applicable (Excl. VAT) (R)
C9.3	High Court Motion Procedure: A Practical Guide (1 binder) ISBN 070MOTIONCSYS	each	R 348.00
C9.4	Law of Costs (2 binders) ISBN 060LAWCOSTSYS	each	R 1 479.00
C9.5	Prescription in South African Law (1 binder) ISBN 060PRESCSLSYS	each	R 284.00
C9.6	Summary Judgments: A Practical Guide (1 binder) ISBN 060SUMMJUDSYS	each	R 480.00
C9.7	Butterworths Legislation Service Magistrates' Courts (2 binders) ISBN 060BLSMAGISYS	each	R 471.00
C9.8	Butterworths Wette Diens Landdroshowe (2 binders) ISBN 060BWDLANDSYS	each	R 471.00
C9.9	Butterworths Legislation Service Superior Courts ISBN 060BLSSUPRSYS	each	R 471.00
C9.10	Butterworths Wette Diens Hoer Howe ISBN 060BWDHOOGSYS	each	R 471.00
C10.	Commercial Law		
C10.1	A Step-by-Step Guide to Providing Access to Information ISBN 060PROMACCSYS	each	R 338.00
C10.2	Business Contracts Compendium (7 binders) ISBN 060BUSCONTSYS	each	R 2 973.00

Item No	Item Description	Unit of Measure	Rate per unit inclusive of updates where applicable (Excl. VAT) (R)
C10.3	Close Corporations and Companies Service (2 binders) ISBN 060CLOSECOSYS	each	R 2 070.00
C10.4	Companies Legislation Service (2 binders) ISBN 110COMPLEGSYS	each	R 2 077.00
C10.5	Henochsberg on the Close Corporations Act ISBN 060HENOCLOSYS	each	R 359.00
C10.6	Henochsberg on the Companies Act 71 of 2008 (2 binders) ISBN 110HENCOV3SYS	each	R 3 364.00
C10.7	Butterworths Forms and Precedents Commercial Transactions Vol 1-6 (6 binders) ISBN 060BFPCTRLSYS	each	R 1 401.00
C10.8	Butterworths Forms and Precedents Companies Vol 1-3 (3 binders) ISBN 060BFPCOMPSYS	each	R 833.00
C11.	Competition Law		
C11.1	Competition Law of South Africa (2 binders) ISBN 060COMPLAWSYS	each	R 1 029.00
C12.	Constitutional Law		
C12.1	Bill of Rights Compendium (2 binders) ISBN 060BILLRIGSYS	each	R 470.00
C12.2	South African Constitutional Law: The Bill of Rights (1 binder) ISBN 060SACONLASYS	each	R 1 134.00

Item No	Item Description	Unit of Measure	Rate per unit inclusive of updates where applicable (Excl. VAT) (R)
C12.3	Butterworths Legislation Service Constitutional Court ISBN 060BLSCONSSYS	each	R 332.00
C12.4	Butterworths Wette Diens Konstitusionele Hof ISBN 060BWDKONSSYS	each	R 332.00
C12.5	Constitutional Legislation Service (6 binders) ISBN 060CONSLEGSYS	each	R 2 992.00
C12.6	Constitutional Law Rep ISBN 160BCLR16NSYS	each	R 397.00
C13.	Construction Law		
C13.1	Butterworths Legislation Service National Building Regulations ISBN 060BLSNATBSYS	each	R 397.00
C13.2	Butterworths Wette Diens Nasionale Bouregulasies ISBN 060BWDNBOUSYS	each	R 397.00
C14.	Consumer Law		
C14.1	Guide to the National Credit Act (1 binder) ISBN 080GDENATCSYS	each	R 1 183.00
C14.2	Foodstuffs, cosmetics and disinfectants (3 binders) ISBN 060FOODSTUSYS	each	R 1 676.00
C14.3	Butterworths Legislation Service National Credit ISBN 060BLSNCRESYS	each	R 611.00
C15.	Contract Law		
C15.1	Agreements in Restraint of Trade in South African Law (1 binder) ISBN 060AGRERESSYS	each	R 738.00

Item No	Item Description	Unit of Measure	Rate per unit inclusive of updates where applicable (Excl. VAT) (R)
C16.	Criminal Law and Procedure		
C16.2	Criminal Procedure in the Magistrate's Court ISBN 060CRIMPROSYS	each	R 823.00
C16.3	Butterworths Wette Diens Strafproses ISBN 060BWDSTRASYS	each	R 611.00
C17.	Dictionaries and Diaries		
C17.1	Dictionary of Legal Words and Phrases (4 binders) ISBN 060DICTLEGSYS	each	R 276.00
C18.	Environmental Law		
C18.1	Environmental Law in South Africa ISBN 120ENVIROLSYS	each	R 1 198.00
C18.2	Butterworths Legislation Service National Water ISBN 060BLSNWATSYS	each	R 471.00
C18.3	Butterworths Wette Diens Nasionale Water ISBN 060BWDNWATSYS	each	R 471.00
C19.	Evidence		
C19.1	Law of Evidence 2 Media ISBN 140MOBLOE2SUB	each	R 440.00
C20.	Insolvency Law		
C20.1	Insolvency Law and its Operation in Winding-up (2 binders) ISBN 060INSOLVESYS	each	R 1 593.00
C20.2	South African Insolvency Law Through the Cases (1 binder) ISBN 080INSOLCASYS	each	R 882.46

Item No	Item Description	Unit of Measure	Rate per unit inclusive of updates where applicable (Excl. VAT) (R)
C20.3	Butterworths Legislation Service Insolvency ISBN 060BLSINSOSYS	each	R 394.00
C20.4	Butterworths Wette Diens Insolvensie ISBN 060BWDINSOSYS	each	R 394.00
C21.	Intellectual Property		
C21.2	South African Law of Trade Marks (1 binder) ISBN 060SALAWTRSYS	each	R 757.00
C21.3	Butterworths Forms and Precedents Intell Prop (Vol 1-2) (2 binders) Latest Volumes ISBN 060BFPINTESYS	each	R 833.00
C22.	Labour Law		
C22.1	Basic Conditions of Employment & Employment Equity Act – bilingual Lex Patria (4 binders) ISBN 060BASICCOSYS	each	R 2 833.00
C22.2	Beaumont Service Express (11 parts per annum) and Solutions (2 binders) ISBN 060BEAUMONSYS	each	R 7 430.00
C22.3	Employment Equity Law (1 binder) ISBN 060EMPEQUISYS	each	R 1 306.00
C22.6	Labour Law Rep ISBN 160BLLR16NSYS	each	R 3 604.00
C22.7	Labour Law Through the Cases (2 binders) ISBN 060LABOLAWSYS	each	R 2 110.00
C22.8	Labour Legislation Service (6 binders) ISBN 060BUTTLABSYS/	each	R 3 969.00

Item No	Item Description	Unit of Measure	Rate per unit inclusive of updates where applicable (Excl. VAT) (R)
C22.9	Labour Relations Act – bilingual Lex Patria (3 binders) ISBN 060LABOURRSYS/	each	R 1 669.00
C22.10	Principles and Practice of Labour Law (2 binders) ISBN 060PRINPRASYS/	each	R 2 327.00
C22.11	Butterworths Legislation Service Labour Relations (2 binders) ISBN 060BLSLABOSYS/	each	R 611.00
C22.12	Butterworths Wette Diens Arbeidsverhoudinge (2 binders) ISBN 060BWDARBESYS/	each	R 611.00
C22.13	Butterworths Legislation Service Unemployment Insurance ISBN 060BLSUNEMSYS/	each	R 332.00
C22.14	Butterworths Forms and Precedents Employment Vol 1-4 (4 binders) Latest Volumes ISBN 060BFPEMPLSYS	each	R 833.00
C22.15	Rules of the CCMA and Labour Courts Latest Edition ISBN 9780409124101	each	R 379.44
C23.	Local and Provincial Government		
C23.1	Local Government Law of South Africa (1 binder) ISBN 060LOCGOVTSYS	each	R 857.00
C24.	Motor Law		
C24.1	Road Traffic and Road Transport Legislation 5 Vol Set (7 binders) ISBN 060ROADTRMSYS	each	R 3 051.00

Item No	Item Description	Unit of Measure	Rate per unit inclusive of updates where applicable (Excl. VAT) (R)
C24.6	Road Accident Fund Practitioner's Guide ISBN 2MDMMFPRACGD	each	R 849.00
C24.7	Butterworths Legislation Service Road Accident Fund ISBN 060BLSRAFUSYS	each	R 471.00
C24.8	Butterworths Wette Diens Padongelukfonds ISBN 060BWDPADOSYS	each	R 471.00
C24.9	Butterworths Legislation Service Road Transportation ISBN 060BLSRDTRSYS	each	R 332.00
C24.10	Butterworths Wette Diens Padvervoer ISBN 060BWDPADVSYS	each	R 332.00
C26	Pensions Law		
C26.1	Pensions Legislation Service ISBN 060PENLESESYS	each	R 1 084.00
C26.2	Butterworths Legislation Service Pensions Fund Act (2 binders) ISBN 060BLSPENSSYS	each	R 611.00
C26.3	Butterworths Wette Diens Pensioenfondse (2 binders) ISBN 060BWDPENSSYS	each	R 611.00
C27.	Persons and Family Law		
C27.1	A Practical Guide to Patrimonial Litigation in Divorce Actions (1 binder) ISBN 060PATLITDSYS	each	R 457.00

Item No	Item Description	Unit of Measure	Rate per unit inclusive of updates where applicable (Excl. VAT) (R)
C28.	Practice and Procedure		
C28.1	The Law Society of South Africa Practice Manual (1 binder) ISBN 060ALSPRMASYS	each	R 333.00
C28.2	Consolidated Practice Directives Manual (1 binder) ISBN 080CONSPRASYS	each	R 723.00
C28.3	Tydskrif vir HRHR ISBN 9780409079241	each	R 1 036.00
C29.	Property Law		
C29.1	Consolidated Chief Registrar of Deeds' Circulars and Conference Resolutions (2 binders) ISBN 060CHIEFDESYS	each	R 681.00
C29.3	Valuers' Manual ISBN 060VALUEMASYS	each	R 494.00
C29.4	Butterworths Legislation Service Deeds Registries ISBN 060BLSDEEDSYS	each	R 397.00
C30.	WILLS, TRUSTS AND ESTATES see also ESTATE PLANNING (FINANCIAL SERVICES)		
C30.1	Estate Planning (2 binders) ISBN 060ESTAPLASYS	each	R 1 050.00
C30.2	Trust Law and Practice ISBN 060TRUSTLASYS	each	R 565.00
C30.3	Trustreg en Praktyk ISBN 060TRUSTRESYS	each	R 607.00
C30.4	Wills and Trusts ISBN 060WILLSTRSYS	each	R 1 029.00
C30.5	Butterworths Legislation Service Estate Duty ISBN 060BLSESTASYS	each	R 332.00
C30.6	Butterworths Wette Diens Boedelbelasting ISBN 060BWDBOBESYS	each	R 332.00

C30.7	Butterworths Legislation Service Administration of Estates Act ISBN 060BLSADMISYS	each	R 332.00
C30.8	Butterworths Wette Diens Boedelbereddering ISBN 060BWDBOEDSYS	each	R 332.00
C30.9	Butterworths Forms and Precedents Estates Vol 2 Latest Volume ISBN 060BFPESTASYS	each	R 833.00
C31.	TAX LEGISLATION		
C31.1	SA income Tax Service (SAIT) (4 binders) ISBN 060SAINCOTSYS	each	R 3 427.00
C32.	TAX CASES		
C32.1.	TAX Commentaries		
C32.1.1	Income Tax Commentaries		
C32.1.1.1	Income Tax in SA: Commentary (2 binders) ISBN 060INTAXSASYS	each	R 2 163.00
C32.1.1.2	Income Tax Practice Manual (3 binders) ISBN 060INCTAPMSYS	each	R 1 850.00
C32.1.1.3	Silke on SA Income Tax (5 binders) ISBN 060SILKESASYS	each	R 4 830.00
C32.1.2	Tax Journal		
C32.1.2.1	Tax Planning Journal (6 per annum + index) ISBN 060TAXPLANSYS	each	R 1 222.00
C32.1.2.2	Taxgram (10 per annum) ISBN 9780409117301	each	R 1 112.00

Item No	Item Description	Unit of Measure	Rate per unit inclusive of updates applicable where (Excl. VAT) (R)
C32.1.3	Tax Administration Commentaries		
C32.1.3.1	Silke on Tax Administration ISBN 080SIKETAXSYS	each	R 984.00
C32.1.4	Capital Gains Tax Commentaries		
C32.1.4.1	Stein on Capital Gains Tax ISBN 060CAPGAINSYS	each	R 1 020.00
C32.1.5	Employee Tax Commentaries		
C32.1.5.1	Taxation of employees (2 binders) ISBN 060TAXATEMSYS	each	R 2 302.00
C33	VAT		
C33.1	VAT Legislation		
C33.1.1	Value-Added Tax in South Africa: Legislation (1 binder) ISBN 060VATLEGESYS	each	R 647.00
C33.1.2	VAT/BTW in South Africa: Legislation (2 binders) ISBN 060VATLEGBSYS	each	R 1 186.00
C33.2	VAT Commentaries		
C33.2.1	Value-Added Tax in South Africa: Commentary (1 binder) ISBN 060VATCOMMSYS	each	R 862.00
C34.	FINANCIAL MARKETS TITLES		
C34.1	Financial Markets Legislation Services (2 binders) ISBN 060FINMKTLSYS	each	R 111.00
C34.2	Investment Planning ISBN 060INVESPLSYS	each	R 970.00
C34.3	Johannesburg Stock Exchange Equities Rules, Directives & Related Legislation ISBN 060JSERULRSYS	each	R 170.00

Item No	Item Description	Unit of Measure	Rate per unit inclusive of updates where applicable (Excl. VAT) (R)
C34.4	Johannesburg Stock Exchange Limited Listings requirements ISBN 060JSELISRSYS	each	R 1 017.00
C37.	Legislation Pocketbooks		
C37.6	Local Government Law Handbook Series: Supply Chain Management Latest Edition ISBN 9780409057911	each	R 223.00
C37.7	Local Government Law Handbook Series: Statutory Management Processes Latest Edition ISBN 9780409057829	each	R 223.00
C37.8	Local Government Law Handbook Series Set Latest Edition ISBN 978LOCALHBSYS	each	R 619.00
C37.11	A Policy Framework for Disaster Risk Management in South Africa GN 654 of 2005 (Published in terms of Act No. 57 of 2002) Latest Edition ISBN 9780409056983	each	R 514.36
C37.17	Local Government Law Handbook Series: Roles and Responsibilities Latest Edition ISBN 9780409054675	each	R 1 254.80
C37.41	Intergovernmental Fiscal Relations Act 97 of 1997; Intergovernmental Relations Framework Act 13 of 2005 & Related Material Latest Edition ISBN 9781485106784	each	R 412.62
C37.78	Green series – Waste, Water and Air (3 pocketbooks) Latest Edition ISBN 978WASTENASYS	each	R 4 629.21

Item No	Item Description	Unit of Measure	Rate per unit inclusive of updates where applicable (Excl. VAT) (R)
C37.81	Western Cape Liquor Act 4 of 2008 & Regulations Latest Edition ISBN 9780702195341	each	R 887.41
C37.97	Unemployment Insurance Act No. 63 of 2001 and Regulations and Unemployment Insurance Contributions Act No. 4 of 2002 and Regulations and Employment Tax Incentive Act No. 26 of 2013 Latest Edition ISBN 9780409123173	each	R 344.79
C37.98	Employment Services Act No. 4 of 2014 and Regulations Latest Edition ISBN 9780409123197	each	R 282.61
C37.101	Lawyers ISBN 9780409125658	each	R 620.00

(5) SPECIFICATION(S)

SECTION A: LIST OF LEGISLATION AND LEGAL PUBLICATIONS REQUIRED ON THE INTRANET/INTERNET DATABASE**1. Scope**

A subscription to a customised list of legal publications provided on the Intranet of the Cape Town Municipality. The same subscription must be available on the internet.

2. Information Technology – Technical Standards**2.1. This Section serves two purposes:**

- 2.1.1. To provide **vendors/installers** of software/systems to be deployed by/in the City Of Cape Town with technical information regarding the City's IT application and database hosting environment and associated requirements to which the **vendor/installer MUST comply with as a minimum standard**.
- 2.1.2. To provide the City Of Cape Town's IT department with appropriate technical information to determine whether the proposed system or application could be hosted internally by the City.

2.2. The City Of Cape Town's 3rd party application and database hosting infrastructure (non-SAP) consists of the following:**2.2.1. Network:**

- The City's network is spread over a wide geographical area.
- Desktops typically have a 100Mbps LAN connection, while WAN connections vary between 28.8Kbps to 1Gbps (a typical WAN connection is 64Kbps).

2.2.2. Database:

- SQL Server 2014

2.2.3. Application/Database Servers:

- OS - Server 2012 R2
- Applications and Databases are hosted on Virtual Machine (VM) Servers
- VM software used Microsoft Hyper-V (only)

2.2.4. Web Application Hosting:

- 2012 R2 server running IIS 8.5

2.2.5. Workstations:

- Windows 7 / 8.1 / 10 – 64bit (*running as part of a centrally-managed desktop environment*)
- Internet Explorer 8,9,10, EDGE
- Office 2010 / 2012 / 2016
- SAP Client 730 / 740

2.2.6. The following minimum IT Architectural Standards MUST be complied with:

1. IP protocol only on the network
2. Separate database and application server architecture.
3. ODBC or OLEDB connections between applications and databases
4. Full relational database design, using stored procedures.
5. All DLLs must be wrapped as COM+ objects (*preferably written in .NET*)
6. Scheduled events via DTS on SQL Server.
7. Application security (i.e. user accounts) at the application or database level (not at the OS level)
8. Applications and Databases hosted on Virtual Machine (VM) Servers created using MS Hyper-V (only)
9. Solution must function within a Microsoft Managed Environment
10. PC thick clients must not function requiring administrative rights
11. PC Thick clients must be packable and deployable across a network using System Centre
12. Configuration Manager (SCCM) to locked down managed pc's
13. Solution interfaces with SAP must be SAP architectural compliant (pref. certified)
14. The system must not require the Windows firewall to be disabled

2.2.7. The following IT Architectural Standards are WILL BE ACCEPTABLE:

1. Web applications rather than thick client/server applications
2. Thick client applications to be packaged in the Microsoft Installer format (MSI)
3. Business logic implemented in stored procedures rather than in inline code.
4. The ability to co-exist with other 3rd party applications on the same hardware.
5. On premise support.

2.2.8. The following IT Architectural Standards explicitly NOT SUPPORTED AND NOT ACCEPTABLE:

1. Active X Controls – the managed desktop environment does not permit these.
2. Mapped Network Drives or UNC paths between workstations and application servers
3. Mapped Network Drives between application/web/database servers
4. Mapped Network Drives or UNC paths between workstations
5. IP addressing - (use DNS addressing instead)
6. Application and database on same server
7. Custom-developed Windows server services
8. User/Application accounts requiring a permanent server login
9. Access on a server and Office Suite

2.3. Architectural and Technical Questions

The intention of the questions listed below is for **information purposes** to enable the City's Information Systems & Technology department to gauge the architectural alignment of proposed systems as it relates to the **Section 2.2**

2.3.1. Technical Architecture and Platforms

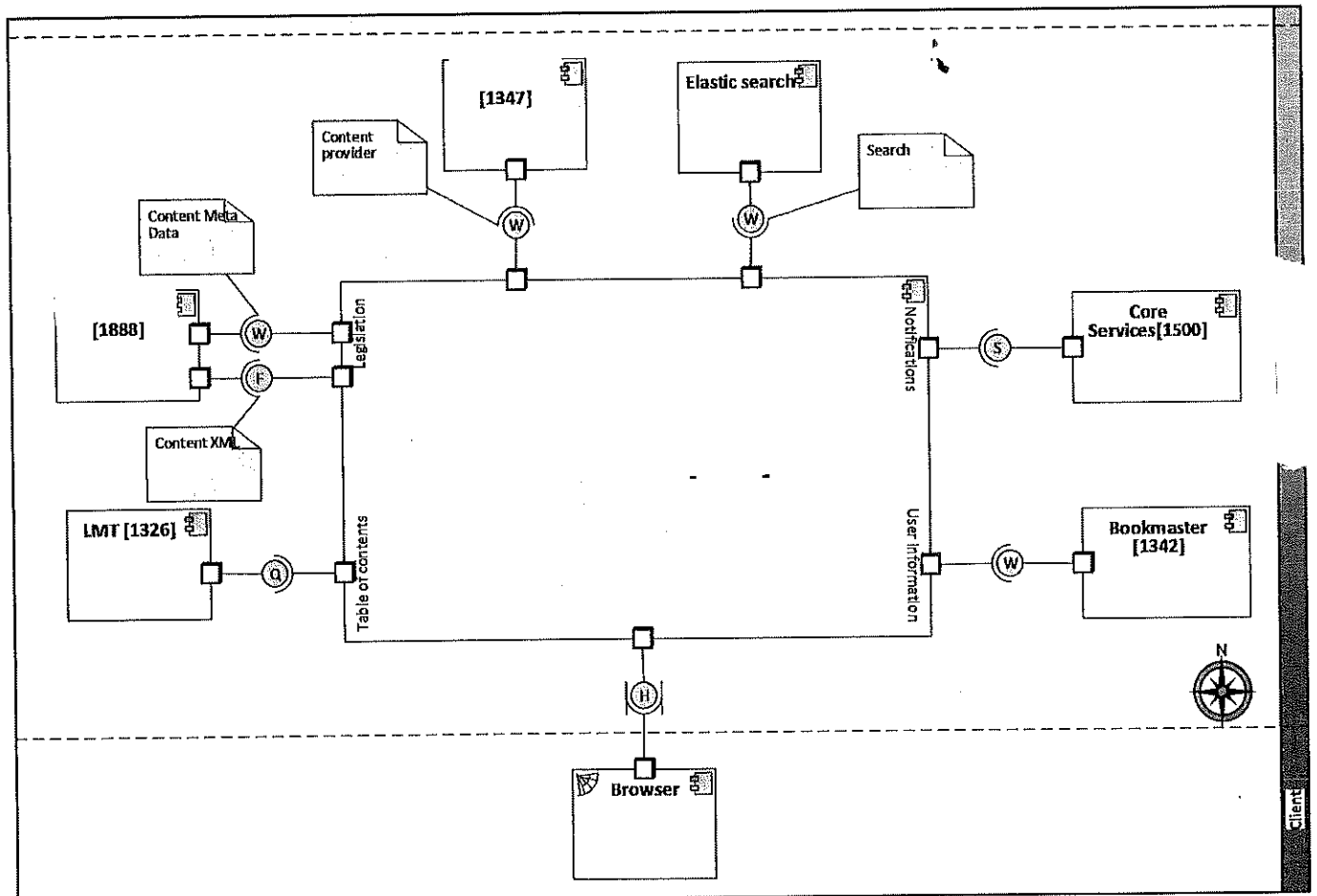
- System diagram (show servers, workstations and network topology)
- Application Architecture diagram (show application modules and databases) (the above two diagrams may be combined if appropriate)

a) Briefly describe your architecture (where applicable) in terms of the points below:

I. 2 tier Client/Server (via ODBC/OLEDB)	Online (www.)
	3 tiered architecture using
	a Combination of .Net, SQL
	Server and elastic Search
	and Various dependant Services
	Please see attached
	Diagram (1)

II. 3 tier Client/Server (via ODBC/OLEDB)	3 tiered architecture using a combination of .Net, SQL Server and elastic Search and Various dependant services. Please see Attached Diagram (1)
III. a combination of the above if applicable	~~NA~~

DIAGRAM (1):



- b) Describe the client type
(Please note: The city runs Windows 7/ 8.1/ 10 - 64 bit on their workstations)

I. Web (Preferred)	
II. Thick (e.g. 64 bit executable / other)	
III. a combination of the above if applicable	

c) If thick client, is any framework required and which minimum version (e.g. .NET 4.0)?

NOT APPLICABLE

d) Specify any middleware used or required.

NOT APPLICABLE

e) Specify any Document Management functionality *provided or required*.

A hand-drawn diagram on lined paper. Two parallel diagonal lines are drawn, sloping upwards from left to right. The space between these two lines forms a central band. The letters "N/A" are written in the middle of this band.

2.3.2. Integration and Interfaces

- Data flow diagram (show the flow of data through the system)
- Data fields

For each sub-heading, where applicable, briefly describe/comment on how your system will Integrate/Interface

a) SAP (HR Module)

I. Type of interface used? (batch/middleware/API)	
II. Which open standards do you comply with? (xml, flat file)	
III. Please furnish your SAP certificate of approval if you have one.	

a) Microsoft Exchange

I. Email Notifications	
II. Other	

b) Web hosting

I. Web Services	
II. Page Wrapping	
III. API	

c)

N/A

2.3.3. Bandwidth Implications

a)

Standard web requests from a browser. Performance will be acceptable. However, there is a mobile version of the site that can be used and is significantly less bandwidth.

- b) Is any data synchronisation required between a locally hosted and remotely hosted database (or file repository) as part of normal operations?

N/A for online products

- c) Briefly describe the expected LAN/WAN/Internet impact of this system.

HTTP and HTTPS traffic only. There will be no impact

d) Bandwidth implications for devices hosted on the network for end-users

N/A for online products

2.3.4. Security

a) Are any specific TCP/IP ports required to be opened - specify?

80 (https) and 443 (https)

b) Are there any special routing requirements?

N/A

c) What network protocols are used?

HTTP, HTTPS

d) Is there any encryption of data used or required? Explain

HTTPS encryption exists for online products.

- e) Briefly describe the type of user authentication used, i.e. OS level, network directory level, database level or application level.

User name and password will be provided to named users.

- f) Briefly describe the user roles and profiles.

There will only be standard users for the online products. No administration of the service will be required from a client's perspective other than updating user details.

2.3.5. Deployment / Technical Support

- a) Briefly outline the level of involvement required from the City of Cape Town's IS&T dept, differentiating between the implementation and operational phases.

[illegible]

b) Briefly describe the expected roles and responsibilities required for the above.

N/A

- c) Briefly describe your plan for facilitating any skills transfer between your technical personnel and the CoCT IS&T dept. personnel (mention things like training courses, one-on-ones, tutorials etc) for the above.

SUPPLIES ON SITE TRAINING TO USERS OF THE INTERNET SOLUTION ON AN ONGOING BASIS, AS AND WHEN REQUESTED/REQUIRED.

2.3.6. Licencing and Support agreements

a) Describe the software licencing model

OFFERS A USER NAME AND
PASSWORD ACCESS TO ALLOCATED USERS
UNLIMITED ACCESS

b) Describe the envisaged hardware and software maintenance and support arrangements.

HARDWARE AND SOFTWARE MAINTENANCE
FOR ONLINE SUPPORT SCHEDULED
RELEASES OCCUR ON A QUARTERLY
BASIS RELEASE SCHEDULE.

2.3.7. Backups & Disaster Recovery (IT Continuity planning)

a) Briefly outline your plan for backups

The online products (www.) has daily environment backups. There is an offsite disaster recovery environment that can be up within 24hrs as well as high availability mirrors at the hosted data centre.

b) Briefly outline your plan for Disaster Recovery (IT continuity Planning)

The online product (www.) has an on-site high availability mirror in the event of server failures. In the event of ~~site~~ ~~server~~ site wide failures, there is a Disaster recovery site that can be operational within 24 hours. In the event of ~~an~~ a catastrophic nature, there exists site wide backups ^{on a} daily basis that will be used for recovery.

3. The program must include the following:

- 3.1. Unlimited access to users of the intranet, with the additional facility that selected users of the Intranet can be barred from accessing the publications. The same subscriptions must be available on the Internet.
- 3.2. The City's Information System & Technology department will not allow automatic upload to the City's network therefore a CD update must be provided to the City representative from Legal department within a week after it has been updated on your site.
- 3.3. New publications be available as they are published.
- 3.4. The provision of the publication on the CD's for use by computers not connected to the intranet on request.
- 3.5. An indication of the maximum projected increases in subscription fees for the next three years.
- 3.6. Training of the users of the product and in-house training personnel.
- 3.7. Access to the customer service of the services provider for technical assistance on the intranet and internet solution.

4. REQUIRED ITEMS UNDER SECTION A:

4.1. ITEM 1 – South Africa case law

- 4.1.1. South African law reports or All South African reports
- 4.1.2. Constitutional law reports
- 4.1.3. Judgements on line (unreported cases on law reports of the service provider)

4.2. ITEM 2 – South African National & Regional Legislation

- 4.2.1. Statutes of the Republic of South Africa
- 4.2.2. Provincial legislation – Western Cape

4.3. ITEM 3 – Government Gazettes

- 4.3.1. Government Gazettes (1994 to date)*

4.4. ITEM 4 – South African Electronic Publications (SAE)

- 4.4.1. South African Law Journals

4.5. ITEM 5 – Labour Law

- 4.5.1. Employment Equity Law
- 4.5.2. Employment Law Journal
- 4.5.3. Explaining the Occupational Health and Safety Act
- 4.5.4. South African Labour Law Reports
- 4.5.5. Arbitration Awards

4.6. ITEM 6 – Environmental Law

- 4.6.1. Environmental Management in South Africa

4.7. ITEM 7 – Civil Procedure

- 4.7.1. Civil Procedure (Superior Courts)
- 4.7.2. Civil Procedure (Magistrates Courts)
- 4.7.3. Amlers precedents of pleadings

4.8. ITEM 8 – Criminal Procedure

- 4.8.1. Criminal law and procedure

4.9. ITEM 9 – Motor Law

- 4.9.1. Road Traffic and Transportation
- 4.9.2. Motor Vehicle Accident

4.10. ITEM 10 – Corporate law & Governance

- 4.10.1. King Report on Corporate Governance
- 4.10.2. Black Economic Empowerment

4.11. ITEM 11 – Legal Index and Dictionary

- 4.11.1. Index and noter up to the SA Law repots and all SA Law reports and subject index
- 4.11.2. Dictionary of legal words and phrases

4.12. ITEM 12 – Law of Property

- 4.12.1. Property law digest
- 4.12.2. Silberberg and Schoeman's Law of property

4.13. ITEM 13 – Law of Contract

- 4.13.1. Christie – law of contracts in South Africa
- 4.13.2. Forms and precedents

4.14. ITEM 14 – Legal Citator

- 4.14.1. Case Detail Search

4.15. ITEM 15 – Parliamentary Monitoring Service

- 4.15.1. Bill Tracker & Policy Documents

4.16. ITEM 16 – Municipal Bylaws

- 4.16.1. (Gauteng, KZN, Western Cape)

4.17. ITEM 17 – De Rebus – SA Attorney's Journal

- 4.17.1. De Rebus – SA Attorney's Journal

4.18. ITEM 18 – Law of South Africa

- 4.18.1. Law of South Africa

SECTION B: ONLINE INFORMATION SEARCH SOFTWARE APPLICATION**Scope:**

A subscription to a customised Online Information Search Software Application of which the information is updated regularly:

REQUIRED ITEMS UNDER SECTION B:**1.1. ITEM 1 - Deeds Office**

- 1.1.1. Searches from 1 – 500 per month
- 1.1.2. Searches from 501 – 1 000 per month
- 1.1.3. Searches from 1 001 – 1 500 per month
- 1.1.4. Searches from 1 501 – 2 500 per month
- 1.1.5. Over 2 500 searches per month

1.2. ITEM 2 - Individual/Company

- 1.2.1. Director Report
- 1.2.2. Company Report
- 1.2.3. Spider Search
- 1.2.4. Contact Information Search
- 1.2.5. Alerts (per company / individual watch per month)

1.3. ITEM 3 - Property

- 1.3.1. Property Report
- 1.3.2. Deeds Office Transfer (per line)
- 1.3.3. Street Address to Erf/Scheme Conversion
- 1.3.4. Erf/Scheme to Street Address Conversion
- 1.3.5. Automated Valuation Report: Full
- 1.3.6. Automated Valuation Report: Short
- 1.3.7. Map Search (accessible for 30 days)
- 1.3.8. Alerts (per property watch per month) – New

1.4. ITEM 4 - Documents

- 1.4.1. DOTS (Deeds Office Tracking System)
- 1.4.2. Deeds Office Document Copy (per document)
- 1.4.3. Surveyor – General Diagram (per document)
- 1.4.4. Judgment Document Copy (per document)
- 1.4.5. DOTS ADT (Automated Document Tracking) – 30 days of tracking, auto – renewable

1.5. ITEM 5 - Credit Bureau

- 1.5.1. Consumer Profile
- 1.5.2. Trace
- 1.5.3. ID Verification
- 1.5.4. Business Trade on File
- 1.5.5. Business Statutory Detail on File
- 1.5.6. Business Subject Default
- 1.5.7. Business Principal Detail
- 1.5.8. Business Enquiry History
- 1.5.9. Business Bank on File
- 1.5.10. Business Dynamic rating/SME Assessment (includes Scan on File)
- 1.5.11. Deed on File
- 1.5.12. Scan on File
- 1.5.13. Consumer Profile
- 1.5.14. Compuscan Consumer Profile
- 1.5.15. TPN (Tenant Profile Network)
- 1.5.16. Compuscan Trace
- 1.5.17. Judgment Search – Company

- 1.5.18. Judgment Search – Individual (per judgment)
- 1.5.19. Trace Enquiry
- 1.5.20. Alerts (individual watch per month)

1.6. ITEM 6 - Vehicle

- 1.6.1. 1 Vehicle Enquiry

SECTION C: LIST OF LEGISLATION AND LEGAL PUBLICATIONS REQUIRED IN LOOSE LEAF FORMAT INCLUSIVE OF SUPPLYING THE RELEVANT UPDATES.

Scope:

Supply and delivery of legislation and legal publications in loose leaf format with latest updates:

Item	Description	ISBN
1	Laws of South Africa (LAWSA)	
1.1	Lawsa (34 Vols) Latest Volumes	060LAWSARESYS
1.2	Current Law (12 parts per annum)	060CURRLAWSYS
	Current Law Subscription	150040902SC15
2	Legislation	
2.1.	Butterworths Statutes of South African Bound Ed 2016 (8 vols) Latest Volumes and Editions	160BDSTA16SYS
2.2.	Statutes of South Africa (40 vols) Latest Volumes	060STATPVTSYS
3	Law Reports	
3.1.	Arbitration Law Reports (12 parts per annum)	160ARBI16NSYS
3.2.	The South African Law Report	0038-2396
3.3.	Butterworths Law Report: Constitutional Law	1023-3814
3.4.	Butterworths Law Report: Arbitration Awards	1463-0842
4.	Butterworths Forms and Precedents (BF&P)	
4.1.	Butterworths Forms and Precedents (BF&P) 27 vols Latest Volumes	060BF0PSETSYS
5.	Advertising Law	
5.1.	Advertising Standards Authority Precedent Manual (4 vol) Latest Volumes	010ASAADVESYS
5.2.	Advertising Standards Authority Code of Advertising Practice and Procedural Guide	060CODEADVSY
6.	Aviation Law	
6.1.	Aviation Legislation Service (7 binders) Latest	060AVIFULLSYS
6.2.	Aviation Leg in SA Vol 1 (2 binders) Latest Volumes	060AVIVOL1SYS
7.	Banking and Finance Law	
7.1.	Banking Law and Practice (2 binders)	080BANKLAWSYS
7.2.	Financial Markets Legislation Service	060FINMKTLSYS
8.	B-BBEE	
8.1.	BEE Service Empowermentor	060EMPOWERSYS/
9.	Civil Procedure	
9.1.	Civil Procedure in the Magistrates' Courts (2 binders)	060CIVPMAGSYS/
9.2.	Civil Procedure in the Superior Courts (2 binders)	060CIVPSUPSYS/
9.3.	High Court Motion Procedure: A Practical Guide (1 binder)	070MOTIONCSYS
9.4.	Law of Costs (2 binders)	060LAWCOSTSYS
9.5.	Prescription in South African Law (1 binder)	060PRESCSLSYS
9.6.	Summary Judgments: A Practical Guide (1 binder)	060SUMMJUDSYS
9.7.	Butterworths Legislation Service Magistrates' Courts (2	060BLSMAGISYS

	binders)	
9.8.	Butterworths Wette Diens Landdroshowe (2 binders)	060BWDLANDSYS
9.9.	Butterworths Legislation Service Superior Courts	060BLSSUPRSYS
9.10.	Butterworths Wette Diens Hoer Howe	060BWDHOOGSYS
9.11.	Erasmus Superior Court Practice (Volume 1) Latest Edition	9781485108252
9.12.	Erasmus Superior Court Practice (Volume 2) Latest Edition	9781485108269
9.13.	Erasmus Superior Court Practice (Volume 3) Latest Edition	9781485108016
9.14.	Erasmus Superior Court Practice (Volumes 1 - 3) Latest Edition	SCPFULLPACK
9.15.	Herbstein & Van winsen: The Civil Practice of the High Courts & Supreme Court of Appeal of South Africa (includes supplementary material on CD) (Latest Edition)	9780702179334
9.16.	Jones & Buckle The Civil Practice of the Magistrates' Courts in South Africa (Volume I: The Act) (Latest Edition)	9780702194436
9.17.	Jones & Buckle The Civil Practice of the Magistrates' Courts in South Africa (Volume II: The Rules) (Latest Volumes)	9780702186073
9.18.	Jones & Buckle The Civil Practice of the Magistrates' Courts in South Africa (Volumes I & II) Latest Volumes	9780702142413 (CPMCS0001)
10.	Commercial Law	
10.1.	A Step-by-Step Guide to Providing Access to Information	060PROMACCSYS
10.2.	Business Contracts Compendium (7 binders)	060BUSCONTSYS
10.3.	Close Corporations and Companies Service (2 binders)	060CLOSECOSYS
10.4.	Companies Legislation Service (2 binders)	110COMPLEGSYS
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10.9.	Black Economic Empowerment: Commentary, Legislation and Charters (published since 2005) Latest Edition	0702171026-PACK
10.10.	Commentary on the Companies Act (published since 2003) Latest Edition	9780702155833 (COCA-PACK)
11.	Competition Law	
11.1.	Competition Law of South Africa (2 binders)	060COMPLAWSYS
12.	Constitutional Law	
12.1.	Bill of Rights Compendium (2 binders)	060BILLRIGSYS
12.2.	South African Constitutional Law: The Bill of Rights (1 binder)	060SACONLASYS
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12.6.	Constitutional Law Rep	160BCLR16NSYS
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14.2.	Foodstuffs, cosmetics and disinfectants (3 binders)	060FOODSTUSYS
14.3.	Butterworths Legislation Service National Credit	060BLSNCRESYS
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16.	Criminal Law and Procedure	
16.1.	Confident Criminal Litigation	9780409049169
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18.2.	Butterworths Legislation Service National Water	060BLSNWATSYS
18.3.	Butterworths Wette Diens Nasionale Water	060BWDNWATSYS
19.	Evidence	
19.1.	Law of Evidence 2 Media	140MOBLOE2SUB
20.	Insolvency Law	
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20.2.	South African Insolvency Law Through the Cases (1 binder)	080INSOLCASYS
20.3.	Butterworths Legislation Service Insolvency	060BLSINSOSYS
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21.3.	Butterworths Forms and Precedents Intell Prop (Vol 1-2) (2 binders) Latest Volumes	060BFPINTESYS
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22.11	Butterworths Legislation Service Labour Relations (2 binders)	060BLSLABOSYS/
22.12	Butterworths Wette Diens Arbeidsverhoudinge (2 binders)	060BWDARBESYS/
22.13	Butterworths Legislation Service Unemployment Insurance	060BLSUNEMSYS/
22.14	Butterworths Forms and Precedents Employment Vol 1-4 (4 binders) Latest Volumes	060BFPEMPLSYS
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34.4	Johannesburg Stock Exchange Limited Listings requirements	060JSELISRSYS
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35.1	SAICA Companies Act 71 of 2008 AND SAICA Regulations for the Companies Act 71 of 2008 (two-volume set) (2014 – 2 nd edition) Latest Volume and Edition	9781485106920
36.	Journal	
36.1	Tydskrif vir die Suid-Afrikaanse Reg	0257-7747
36.2	South African Journal of Criminal Justice	1011-8527
36.3	Industrial Law Journal (latest subscription - 12 issues per annum)	0258249X (ILJ)
36.4	Stellenbosch Law Review	1016-4359
36.5	The South African Law Journal	0258 - 2503
37.	Legislation Pocketbooks	
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37.38	Child Justice Act 75 of 2008 & Regulations Latest Edition	9781485109044
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37.87	Superior Courts Act 10 of 2013 & Rules AND Magistrates' Courts Act 32 of 1944, Small Claims Courts Act 61 of 1984 & Rules (two-volume set) Latest Edition	9781485101796
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37.96	Skills Development Act No. 97 of 1998 and Regulations & Skills Development Levies Act No. 9 of 1999 and Regulations Latest Edition	9780409123166
37.97	Unemployment Insurance Act No. 63 of 2001 and Regulations and Unemployment Insurance Contributions Act No. 4 of 2002 and Regulations and Employment Tax Incentive Act No. 26 of 2013 Latest Edition	9780409123173
37.98	Employment Services Act No. 4 of 2014 and Regulations Latest Edition	9780409123197
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37.100	Labour Law Library	LABLIBESGDSYS
37.101	Lawyers	9780409125658
38.	Legislation Collections	
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38.2	Income Tax Act 58 of 1962, (2016 edition)	9781485109525
39.	e-publications	
39.1.	Commentary on the Companies Act (Blackman) n,	
	), Annual subscription	
39.2.	Labour Library, Annual Subscription	
39.3.	South African Law Reports, The (1947 to date), Annual subscription.	
40.	LegalBrief Publication	
40.1	Legalbrief Today, Annual subscription	

EMPLOYMENT OF SECURITY PERSONNEL

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

FORMS FOR CONTRACT ADMINISTRATION

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

- Monthly Project Labour Report (**Schedule 12: Annex 3**).
- B-BBEE Sub-Contract Expenditure Report (**Schedule 12: Annex 4**).
- Joint Venture Expenditure Report (**Schedule 12 : 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.

6.1.5.2.1 Tenderers shall submit in the first stage only technical proposals. The CCT shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

6.1.5.2.2 The CCT shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender conditions, and award the contract in terms of these Conditions of Tender.

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

6.1.6.1 Disputes, objections, complaints and queries

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

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

6.1.6.2 Appeals

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

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

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

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

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

Via email at: statutory@cityofcape.gov.za

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

Tender Number: 80S/2017/18

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: .

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. Registration forms and related information are also available on the City of Cape Town's website (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 .

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

6.2 Tenderer's obligations

6.2.1 Responsiveness Criteria

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

6.2.1.1.1 Submit a tender offer

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

6.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

- a) Full name of tendering entity to be provided;
- b) Identification number or company or other registration number to be provided;
- c) Tax reference number to be provided;
- d) VAT registration number (if any) to be provided;
- e) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule to be completed);
- f) A copy of the partnership / joint venture / consortium agreement to be provided.
- g) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- h) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises 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

Not Applicable.

6.2.1.1.4 Minimum score for functionality

Not Applicable.

6.2.1.1.5 Local production and content

Not Applicable.

6.2.1.1.6 Pre-qualification criteria for preferential procurement

Not Applicable.

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.

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.
- OR
- based on the sum of the prices/rates in relation to historical volumes.
- OR
- based on the sum of the prices/rates in relation to a typical project/job.

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:

Tender Number: 80S/2017/18

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:

$$Ps = 80 \times \frac{(1 - (Pt - Pmin))}{Pmin}$$

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

Preference points shall be scored as follows:

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

A maximum of 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 Level of 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 Level of Contributor	B-BBEE Level of Contributor	Number of Points for Preference
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.

7. Performance Security

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

11. Insurance

Add the following after clause 11.1:

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

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;

- a) 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;
- b) 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).
- c) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

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

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

15. Warranty

Add to Clause 15.2:

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

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

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

Not Applicable

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be **NOT APPLICABLE.]**

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

- 23.8.2 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
- 23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

27. Settlement of Disputes

Amend clause 27.1 as follows:

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(c), arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

(8) GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

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 .

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
 - a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:
- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of any other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

32. Taxes and Duties

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

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

Account Holder: _____

Financial Institution: _____

Branch Code: _____

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

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

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

2.2 If YES, provide particulars:

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

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

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

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)

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	☐
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4.1 If YES, furnish particulars below

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

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

Date

16/10/2017

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 Practise, 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:

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

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^l = 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 5	☒
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 ~~It~~ satisfy the conditions pertaining to the granting of preferences.

Signature

16/10/2017

Date

Name (PRINT)

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

For official use.

**SIGNATURE OF CITY OFFICIALS AT
QUOTATION OPENING**

1. _____

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

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

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

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder?).....
 - 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
 - 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
 - 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
 - 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.....
 - 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
 - 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
 - 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
		N/A
		N/A
		N/A
		N/A

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

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

16/10/2017

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

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	☒
-----	--	----	-------------------------------------

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

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 and/or steps in terms of the Abuse Policy.

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

16/10/2017

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

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

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

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

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:		
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:		

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)

16/10/2017
 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 and/or steps in terms of the abuse of the Supply Chain Management Policy.

Physical Business address(es) of the tenderer	Municipal Account number(s)
<i>Please see attached documents</i>	

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)
<i>Please see attached</i>			

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

Date

16/10/2017

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

8. Pricing Instructions:

- 8.1 The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all tenderers.
- 8.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.

Schedule 8: Consumer Price Index (CPI)

8. Pricing Instructions

8.1 The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all tenderers.

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

8.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.

8.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.

8.5 Any claim for an increase in the Contract price shall be submitted in writing to the:

Director Supply Chain Management, City of Cape Town,
P O Box 655, Cape Town, 8000 or

- by email to:

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

8.6 The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.

8.7 When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.

8.8 The CCT reserves the right to request the supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the CCT within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.

8.9 Price Adjustment Mechanism:

8.9.1 The Contract Price as per GCC shall remain **Firm** for the first 12 months (from date of closure of tender) and no claims for contract price adjustment will be considered for the first 12 months subject to the provisions in the price schedule.

8.9.2 Subject to 9.9.1. Above, Contract Price Adjustment will be applicable as from commencement of the 13 month of the contract period. Tenderers shall be entitled to claim contract price adjustment as follows:

8.9.3 **90%** of the tendered price will be subject to adjustment **annually** based on the **average** Consumer Price Index (CPI) as follows:

From start of 13th month to the end of the 24th month: Subject to contract price adjustment in accordance with the **Consumer Price Index (P0141-Table B)**. **Base month** for the price adjustment shall be two (2) calendar months prior closure of tender. The **end month** shall be two (2) calendar months prior to the 13th month.

From start of 25th month to 36 month: Subject to the contract price adjustment in accordance with **Consumer Price Index (P0141 – Table B)**. **Base month** for the price adjustment shall be two (2) calendar months prior to the 13th month. The **end month** shall be two (2) calendar months prior to 24th month.

From start of 36th month to 48th month: Subject to the contract price adjustment in accordance with **Consumer Price Index (P0141 – Table B)**. **Base month** for the price adjustment shall be two (2) calendar months prior to the 25th month. The **end month** shall be two (2) calendar months prior to 36th month.

From start of 49th month to 60th month: Subject to the contract price adjustment in accordance with the **Consumer Price Index (P0141-Table B)**. **Base month** for the price adjustment shall be two (2) calendar months prior to the 36th month. The **end month** shall be two (2) calendar months prior to 49th month.

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

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

8.9.3 **10%** of the rate will remain fixed.

Schedule 9: Occupational Health and Safety Agreement

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

.....
(Supplier/Mandatar/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 CAPE TOWN on the 16 day of OCTOBER 2017

Witness

Mandatar

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 80S/2017/18

Provision of:

- **An Intranet/Internet Database of Legislation and Legal Publications**
- **An Online Information Search Software Application**
- **Provision of legislation and legal publications in paper loose leaf format inclusive of the relevant updates to 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 16/02/2017 Tender Number: 80S/2017/18

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(1) prescribes that in the case of designated sectors, where in the award of bids where local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 The designated sector **Textiles, Clothing, Leather and Footwear** is applicable to items tendered for as detailed in Annexure C and all cables tendered for these items must comply with the requirements in respect of the local production and content legislation.
- 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 will 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.

Not Applicable**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)****2. Definitions**

- 2.1. **"bid"** includes written price tenders, advertised competitive bids or proposals;
- 2.2. **"bid price"** price offered by the tenderer, excluding value added tax (VAT);
- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry (dti) in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the 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) as per Returnable Schedule 1.
- 2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the tenderer or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"sub-contract"** means the primary supplier's assigning, leasing, making out work to, or employing another person to support such primary supplier in the execution of part of a project in terms of the contract.
3. **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 goodsStipulated minimum threshold**Textiles, Clothing, Leather and Footwear sector****100%**

4. 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	☒
-----	--	----	-------------------------------------

- 4.1 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.

5. 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.

Not Applicable

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. 80S/2017/18

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.jsp. 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, ... (full names),

do hereby declare, in my capacity as ...

of (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/services/works 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)	<u>EXCLUDING SECTION B (SEE DEVIATION)</u> R 4,531,050 ₂₁
Imported content (x), as calculated in terms of SATS 1286:2011	R <u>—</u>
Stipulated minimum threshold for local content (paragraph 3 above)	<u>—</u>
Local content %, as calculated in terms of SATS 1286:2011	<u>100%</u>

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 4.1 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 as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated in terms of the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:

WITNESS No. 1

WITNESS No. 2

DATE: 16/10/2017

DATE: 2017/10/16

DATE: 16/10/2017

Calculation of local content							
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
SEC A	ONLINE						3162497
SEC A	ONLINE PUBLICATIONS					3162497-00	100%
SEC B	REFER TO DEVIATION PAGE 7						100%
SEC C	PRINT PUBLICATIONS					1362553	100%

[illegible]

Signature of tenderer from Annex B

16/10/2017

(C20) Total tender value	R
(C21) Total Exempt imported content	R
(C22) Total/ tender value net of exempt imported content	R
(C23) Total imported content	
(C24) Total local content	
(C25) Average local content % of tender	

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

Not Used

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.		Schedule 7, Point D, Directors Municipal Accounts
2.		Schedule 7, Point D, Business Municipal Accounts
3.		Schedule 3, page 100, Pain 4 BBBEE Certificate.
4.		Schedule 9, Letter of Good Standing.
5.		Directors ID Copies.
6.		CERTIFICATE OF INSURANCE
7.		DETAILED PRICING SCHEDULE -!
8.		SECTION A
9.		SECTION - B- WINNED LETTER
10.		SECTION C
11.		ADDITIONAL SCHEDULE OF DEVIATIONS (PAGE 7)
12.		RESOLUTION LETTER
13.		LEASE AGREEMENT
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

16/10/2017

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.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 16: Information to be provided with the tender
--

The following information shall be provided with the Tender:

- a. The various technical details and data required by the Technical Data Sheets and information required in the Returnable Schedules.

- b. Drawings and Samples

Drawings and samples that may be required to be furnished by it and the drawings and samples shall be duly marked so as to connect them with the tender to the satisfaction of the CCT. Particulars of the drawings to be furnished with the tender are given in the Specification and the Schedules.

If the tender is accepted, the drawings shall be re-submitted for approval and after being approved will form part of the contract.

- c. The Schedule of Type Tests completed.
- d. Maintenance manual of equipment offered.
- e. Quality assurance plan.

SIGNED ON BEHALF OF TENDERER:

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

"Guarantor" means: *SEE DEVIATION PAGE 7/2*

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 Number: 80S/2017/18 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 CAPE TOWN

Date 16/10/2017

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 8 March 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: *SEE DEVIATION PAGE 7/2*

Physical address of guarantor:

"Supplier" means:

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

Amount in words:

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

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

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

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

Amount in words:

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

Payment Guarantee is called up in terms of 5; and

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE 2A: Advance Payment Schedule

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

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

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

Conditions:

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

ANNEXURE 3: Monthly Project Labour Report (Example)

ANNEX 1

CITY OF CAPE TOWN

MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting this form

General

- 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.
- Incomplete / incorrect / illegible forms will not be accepted.
- 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.
- 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

- If a field is not applicable insert the letters: NA
- 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.
- 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

- 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

- Unique number generated by Jobseekers system to confirm workers were sourced from the Jobseekers database operated by Subcouncils
- New workers: Training: Reporting Threshold**
- A new worker is one in respect of which a new employment contract is signed in the current month.
- Refers to work days only. Formal accredited Training / Non-accredited training that does not form part of on-the-job training must be excluded from this entry
- 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.
- Submission of Forms**
- Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and **Certified ID documents** are only required in respect of new workers.
- If a computer is not available hardcopy forms and supporting documentation will be accepted.
- 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

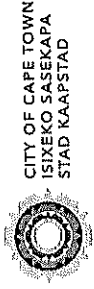
CONTRACT OR WORKS		CONTRACT OR WORKS		PROJECT NUMBER: (6)			
PROJECT NAME: (6)							
DIRECTORATE		DEPARTMENT:					
CONTRACTOR OR VENDOR NAME		CONTRACTOR OR VENDOR					
CONTACT PERSON:		E-MAIL ADDRESS:					
		CONTRACTOR OR VENDOR TEL. NUMBER:		CELL WORK			
PROJECT LABOUR REPORT CURRENT MONTH (mark with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

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

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

WORKER DETAILS AND WORK INFORMATION



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:		Year		Month		of				
(8)	(8)	(8)	(8)	(9)	(10)	(11)	(12)	(13)		
No.	First name	Surname	ID number	Jobseeker Database Reference Number	New Worker (Y/N)	Gender (M/F)	Disabled (Y/N)	No of days worked this month (excl. training)	No of training days this month (with stipend)	Rate of pay per day (R-c)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
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16										
17										
18										
19										
20										
				0		0		0		R

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
Total:				R
Expressed as a percentage of P*				%

¹Documentary evidence to be provided

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*)			R	B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium		
Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹	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*×100	
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: _____

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

Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

Tender Number: 80S/2017/18

TENDER DESCRIPTION: Provision of:

- An Intranet/Internet Database of Legislation and Legal Publications
- An Online Information Search Software Application
- Provision of legislation and legal publications in paper loose leaf format inclusive of the relevant updates to the City of Cape Town

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)