

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9	Page 1 of 80

TENDER NO: 358S/2022/23

TENDER DESCRIPTION: Provision of a Service Provider: Accredited Training related to Project Management, Engineering, Contract Management and Change Management

CONTRACT PERIOD: Commencement to 30 JUNE 2027

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 02 June 2023

CLOSING TIME: 10:00 a.m.

TENDER BOX
NUMBER: 171

TENDER FEE:

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

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

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	
Alternative Offer (see clause 2.2.11.1)	

TENDER SERIAL NO.:

SIGNATURES OF CITY OFFICIALS
AT TENDER OPENING

1

2

3

TABLE OF CONTENTS

VOLUME 1: THE TENDER.....	3
(1) GENERAL TENDER INFORMATION.....	3
(2) CONDITIONS OF TENDER	4
VOLUME 2: RETURNABLE DOCUMENTS	21
(3) DETAILS OF TENDERER.....	21
(4) FORM OF OFFER AND ACCEPTANCE.....	23
(5) PRICE SCHEDULE.....	27
(6) SUPPORTING SCHEDULES	50
SCHEDULE 1: CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS/ JOINT VENTURES/ CONSORTIUMS.....	50
SCHEDULE 2: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION	51
SCHEDULE 3:	53
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022.....	53
80/20.....	53
SCHEDULE 4: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 AMENDED)	56
SCHEDULE 5: CONFLICT OF INTEREST DECLARATION	59
SCHEDULE 6: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	60
SCHEDULE 7: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN.....	62
SCHEDULE 8: CONTRACT PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION	63
SCHEDULE 9: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	64
SCHEDULE 10: PRICE BASIS FOR IMPORTED RESOURCES	65
SCHEDULE 11: PRE-QUALIFICATION	66
SCHEDULE 12: LIST OF OTHER DOCUMENTS ATTACHED BY TENDERER	67
SCHEDULE 13: RECORD OF ADDENDA TO TENDER DOCUMENTS.....	68
SCHEDULE 14: MANDATORY REQUIREMENT	69
VOLUME 3: DRAFT CONTRACT	72
(7) SPECIAL CONDITIONS OF CONTRACT	72
(8) GENERAL CONDITIONS OF CONTRACT	83
(9) FORM OF GUARANTEE / PERFORMANCE SECURITY	94
(10) FORM OF ADVANCE PAYMENT GUARANTEE.....	96
(10.1) ADVANCE PAYMENT SCHEDULE.....	97
(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	98
(12) INSURANCE BROKER’S WARRANTY (PRO FORMA).....	99
(13) SPECIFICATION(S)	100
(14) MONTHLY PROJECT LABOUR REPORT (EXAMPLE).....	117

VOLUME 1: THE TENDER

(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	28 April 2023
SITE VISIT/CLARIFICATION MEETING	:	Wednesday 17 May 2023 at 14:00 (Non-compulsory meeting via Skype for Business)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Via Skype for Business HTTPS://MEET.CAPETOWN.GOV.ZA/KEIKENAMETSI.N TABA/7S7S743T
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. 358S/2022/23: PROVISION OF A SERVICE PROVIDER: ACCREDITED TRAINING RELATED TO PROJECT MANAGEMENT AND CONTRACT ADMINISTRATION 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: Carmen Bender Email: Carmen.bender@capetown.gov.za

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

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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 as described in the SCM Policy.

2.1.1.2 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.

2.1.1.3 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.

2.1.2 Interpretation

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

2.1.2.2 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.

2.1.3 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.

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

2.1.4.1 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;
- (d) there is a material irregularity in the tender process; or
- (e) the parties are unable to negotiate market related pricing.

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.

2.1.5 Procurement procedures

2.1.5.1 General

The CCT intends to appoint two tenderers (the highest ranked tenderer (“the winner”) per course and in addition of two “standby tenderers”) for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods or services on a “winner-takes-all” basis, whereby the order will always be offered and, if accepted, allocated to the highest ranked tenderer (“the winner”), and only if he refuses will the work be offered to the next highest ranked tenderer from the standby tenderers).

The contract period shall be for a period of **three years** from the commencement date of the contract until 30 June 2027.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Alternative Bidder

Alternative Bidder means a bidder, identified at the time of awarding a bid, that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included its SCM Policy.

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

2.1.6.1 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.

2.1.6.2 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
- c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

2.1.6.3 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).

2.1.6.4 All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:

The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Corporate Services 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: MSA.Appeals@capetown.gov.za

2.1.6.5 All requests referring to clause 2.1.6.3 ns must be submitted in writing to:

The City Manager - C/o the Manager: Access to Information Unit, Corporate Services 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

Via email at: Access2info.Act@capetown.gov.za

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. An 'acceptable tender must "COMPLY IN ALL' aspects with the tender conditions, specifications, pricing instructions and contract conditions.

2.2.1.1.1 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.

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

- a) A completed **Details of Tenderer** to be provided (applicable schedule to be completed);
- b) 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);
- c) A copy of the partnership / joint venture / consortium agreement to be provided.
- d) 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);
- e) 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 based on the conditions contained thereon (applicable schedules to be completed);
- f) 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);
- g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the CCT whose prior or current obligations creates any conflict of interest or unfair advantage,
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

2.2.1.1.3 Mandatory requirements

1. All learning must be competency based and accredited by both the Skills Education Training Authority (SETA) with continuous Professional Development (CPD) credit allocation.
2. To be registered with South African Council for the Project and Construction Management Professions (SACPCMP) with Continuous Professional Development (CPD) credit allocation and Engineering Council of South Africa (ECSA) is required for all engineering related training courses.
3. Service provider to provide proof of professional registration. Failure to provide proof will lead to the service provider to be non-responsive.

2.2.1.1.4 Compulsory Clarification

A non-compulsory meeting to be held via Skype Business.

2.2.1.1.5 Minimum score for functionality

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

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

Evaluation Criteria	Applicable values/points	Weight
Training Experience Of Service provider	0 – 3 years training experience = 0 points more than 3 – 7 years training experience = 5 points More than 7 years & above training experience = 10 points	10
Practical experience of key personal (facilitator) in their specialised field.	0 years = 0 points 1-3 years = 5 points more than 3 and above years = 10 points	10
Number of training interventions provided for government organisations for the past 5 years	0 interventions = 0 points 1-3 interventions = 5 points more than 3 interventions & above = 10	10
Total		30

The minimum qualifying score for functionality is **18 (60%)** out of a maximum of **30(100%)**.

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

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

2.2.1.1.7 Provision of samples

Only those tenders submitted by tenderers who provided acceptable samples as stated in the Tender Specifications will be declared responsive.

2.2.2 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.

2.2.3 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.

2.2.4 Confidentiality and copyright of documents

The City of Cape Town (City) respects the privacy rights of all persons who participate in the City's procurement procedures. All personal information of the bidder will be processed in accordance to the Protection of Personal Information Act 4 of 2013 (POPIA). Personal information of bidders will only be processed for purposes of tendering procedures and the associated processing operations, or, for any other legitimate purpose relating to City functions.

Personal information of City employees will only be processed for purposes of executing the obligations of the contract and the associated processing operations, or, for any other legitimate purpose relating to City and/or service provider functions.

All matters will be treated as confidential and in connection with the tender. You may 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.

2.2.5 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.

2.2.6 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.

2.2.7 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.

2.2.8 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.

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

2.2.11.1 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.

2.2.11.2 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.

2.2.12 Submitting a tender offer

2.2.12.1 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.

2.2.12.2 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.

2.2.12.3 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.

1 (One) copy(ies) of the following elements of the bid submission must be submitted separately bound in the same envelope where possible:

Part	Heading
5	Pricing Schedules
6	Supporting Schedules
	All other attachments submitted by bidder

2.2.12.4 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.

2.2.12.5 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.

2.2.12.6 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. . If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

2.2.12.7 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.

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

2.2.12.9 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.

2.2.12.10 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.

2.2.12.12 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**.

2.2.13 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.

2.2.14 Closing time

2.2.14.1 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.

2.2.14.2 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.

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

2.2.15 Tender offer validity and withdrawal of tenders

2.2.15.1 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.

2.2.15.2 Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager.

2.2.15.3 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.

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

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

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

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

2.2.17 Provide other material

2.2.17.1 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.

2.2.17.2 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.

2.2.17.3 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.

2.2.18 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.

The samples provided by all successful bidders will be retained by the CCT for the duration of any subsequent contract. Bidders are to note that samples are requested for testing purposes therefore samples submitted to the CCT may not in all instances be returned in the same state of supply and in other instances may not be returned at all. Unsuccessful bidders will be advised by the Project Manager or dedicated CCT Official to collect their samples, save in the aforementioned instances where the samples would not be returned.

2.2.19 Certificates

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

2.2.19.1. Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof, as either certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act or any other legislation relevant for the points claimed for that specific goal.

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

2.2.19.2 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 subject to the requirements of clause 2.2.1.1.2.h. 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** pages of the tender submission.

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

Before making an award the City must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the City, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the City via CSD or e-Filing. The City should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to

register for a tax compliance status with SARS.

2.2.20 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.

2.2.21 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.

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

2.3.1.1 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.

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

2.3.2 Issue Notices

If necessary, issue addenda in writing 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 before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances. 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.

2.3.3 Opening of tender submissions

2.3.3.1 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.

2.3.3.2 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 indicated.

2.3.3.3 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>.)

2.3.4 Two-envelope system

2.3.4.1 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.

2.3.4.2 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.

2.3.5 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.

2.3.6 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.

2.3.7 Test for responsiveness

2.3.7.1 Appoint a Bid Evaluation Committee and determine after opening 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.

2.3.7.2 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,
- b) significantly change the CCT's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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.

The CCT reserves the right to 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 documents.

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 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.

2.3.8.2 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.

2.3.8.3 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.

2.3.9 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, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.

2.3.10 Evaluation of tender offers

2.3.10.1 General

2.3.10.1.1 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.

2.3.10.1.2 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).

2.3.10.1.3 Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 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 5)**:

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

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

2.3.10.3.3 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.

2.3.10.3.4 Applicable formula:

The 80/20 preference point system will apply to this tender and the lowest acceptable tender will be used to determine the applicable preferences

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:

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

Where:

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

Preference points shall be based on the Specific Goal as per below:

HDI COMPLIANCE WITH SECTION 2(1)(d)(i) OF THE ACT

#	Specific goals allocated points	Preference Points (80/20)	Evidence
	<i>Persons, or categories of persons, historically disadvantaged (HDI) by unfair discrimination on the basis of</i>		
1	Gender are women (ownership)* More than 50% women ownership = 5 points Equal or Less than 50% women ownership = 2.5 points 0% women ownership = 0 points	5	• Company Registration Certification • Identification Documentation • CSD report

#	Specific goals allocated points	Preference Points (80/20)	Evidence
2	<i>Race are black persons (ownership)*</i> <i>More than 50% black ownership = 5 points</i> <i>Equal or Less than 50% black ownership = 2.5 points</i> <i>0% black ownership = 0 points</i>	10	• Proof of B-BBEE certificate; • Company Registration Certification • Identification Documentation. • CSD report
<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>			
4	<i>Promotion of Micro and Small Enterprises</i> <i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i> <i>SME partnership, sub-contracting, joint venture or consortiums</i>	5	• Proof of B-BBEE status level of contributor; • South African owned enterprises; • Financial Statement to determine annual turnover
	Total points	20	

2.3.10.5 Risk Analysis

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

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

The conclusions drawn from this risk analysis will be used by the CCT in determining the acceptability of the tender offer.

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.

2.3.11 Negotiations with preferred tenderers

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

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

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

by the CCT.

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

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

In terms of the SCM Policy January 2023, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

2.3.12 Acceptance of tender offer

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

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

2.3.12.2 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.

2.3.12.3 Accept the tender offer(s), if in the opinion of the CCT, it does not present any material risk and only if the tenderer(s)::

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,complies with the legal requirements, if any, stated in the tender data, and
- e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

2.3.12.4 Not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known family of notorious individuals;
- c) poor performance issues, known to the City;
- d) negative social media reports; and
- e) adverse assurance (e.g. due diligence) report outcomes.

2.3.12.5 The CCT reserves the right to nominate an alternative bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included its SCM Policy.

2.3.13 Prepare contract documents

2.3.13.1 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.

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

2.3.14 Notice to successful and unsuccessful tenderers

2.3.14.1 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

2.3.14.2 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.

2.3.15 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.

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9	Page 20 of 66

TENDER NO: 358S/2022/23

**TENDER DESCRIPTION: PROVISION OF A SERVICE PROVIDER: ACCREDITED TRAINING
RELATED TO PROJECT MANAGEMENT AND CONTRACT ADMINISTRATION**

CONTRACT PERIOD: FROM Commencement to 30 JUNE 2027

VOLUME 2: RETURNABLE DOCUMENTS

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

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	
Alternative Offer (see clause 2.2.11.1)	

VOLUME 2: RETURNABLE DOCUMENTS

(3) 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: Mr/Ms _____ (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)	

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☐ No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐ Yes ☐ No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐ Yes ☐ No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐ Yes ☐ No
Other Required registration numbers	

(4) FORM OF OFFER AND ACCEPTANCE**TENDER NO.: 358S/2022/23****TENDER DESCRIPTION: PROVISION OF A SERVICE PROVIDER: ACCREDITED
TRAINING RELATED TO PROJECT MANAGEMENT AND CONTRACT
ADMINISTRATION****OFFER: (TO BE FILLED IN BY TENDERER):****Required Details** (Please provide applicable details in full):

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

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

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

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

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

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

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)**TENDER NO.: 358S/2022/23****TENDER DESCRIPTION: PROVISION OF A SERVICE PROVIDER: ACCREDITED
TRAINING RELATED TO PROJECT MANAGEMENT AND CONTRACT
ADMINISTRATION****ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)**

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

The terms of the contract are contained in:

- (7) & (8): Special and General Conditions of Tender
- (5) Price schedule
- 13: Specifications

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

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

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

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

The Parties	Employer	Supplier
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		

Signed: Location		
Signed: Witness		
Name of Witness		

ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE

(TO BE FILLED IN BY THE CITY OF CAPE TOWN)**Schedule of Deviations****Notes:**

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

1 Subject

Details

.....

.....

.....

2 Subject

Details

.....

.....

3 Subject

Details

.....

.....

4 Subject

Details

.....

.....

.....

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

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

(5) PRICE SCHEDULE

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

COURSE	DESCRIPTION OF COURSE All online and classroom training items to be priced per course	INDICATE THOSE COURSES FOR WHICH YOU ARE TENDERING FOR BY MARKING WITH X
A1	Road to Professional Registration	
A2	Technical Report Writing	
B1	Basic Contract Management & Administration	
B2	Project Planning and Scheduling	
B3	GCC 2015 - https://saice.org.za/saice-publications/ Check recent editions or expected ones with EMB? Some 2018 docs on their site	
B4	B4 Joint BLDG Contract Committee 2000	
B5	FIDIC Contract Documents	
C1	Principle Agent (Employer's representative) Roles & Responsibilities	
C2	Delay, Disruption & Extension of Time	
C3	Construction Contracts: Insurances and Liabilities	
C4	Construction Contracts: Practical Approach	
C5	Contract Law	
C6	Professional Negligence, Liability & Risk	
C7	Construction regulations from a legal perspective	
C8	The Legal process dealing with Construction Disputes	
C9	Construction Claims	
C10	Mastering Engineering and Construction Contracts (Contract Comparison)	
D1	MS Project	
D2	Advanced MS Project	
E1	X1 Super Excel	
E2	X2 Advanced Excel: Reporting and Applications	
E3	Excel for Engineers and Other Built Environment Professionals	
H1	NEC4: Full Training	
H2	NEC4: Advanced Training Course	
H3	NEC4: Advanced Training Course: Engineering and Construction Contract (ECC)	
K	K1: Water Law of South Africa	
M	M: IPMA 4LC training	
M1	M1 IPMA Level A	
M2	M2 IPMA Level B	
M3	M3 IPMA Level C	
M4	M4 IPMA Level D	
N1	N1 Project Management Professional Certification Program (PMP)	
N2	Project Management Essentials for Engineers & Other BEP Professionals	

COURSE	DESCRIPTION OF COURSE All online and classroom training items to be priced per course	INDICATE THOSE COURSES FOR WHICH YOU ARE TENDERING FOR BY MARKING WITH X
N3	Managing Operational Readiness in Large Infrastructure Projects	
N4	N4: Understanding the 6 Stages of the Project Lifecycle	
N5	Managing Engineering Processes in Large Infrastructure Projects	
N6	Quality and Risk Management, incorporating ISO9001 to Increase Effectiveness of your Project Delivery	
N7	Managing Lifecycle in Large & Complex Infrastructure Projects	
N8	The Direct Route to Registration as a Construction Project Manager or Construction Manager	
N9	PMI Programme Management Professional (PrPM)	
N10	PMI Portfolio Management Professional (PfPM)	
O1	Negotiations and dispute resolution for contracts source considered for spec'ing course	
O2	Management of Contract Risk	
O3	Contract Close Out source considered for spec'ing course: https://bmra.com/course-item/contract-closeout/	
O4	Contract Price Adjustment	
O5	Force Majeure - South African contract law principles and unpacking force majeure in different contract forms	
O6	Breach of contract and termination	
O7	Contract Liability, Insurance and performance guarantees for Contract Management	
O8	Penalty clauses	
O9	Services Level Agreements	
P1	Getting Acquainted with being a Resident Engineer: Roads	
Q1	Advanced Tendering - Key Principles of Tendering	
R1	Problem Solving and Decision Making	
S1	Pressure Pipeline and Pump Station Design & Specification – A Practical Overview	
T1	Root-Cause Analysis, Incident Investigation and Continual Improvement	
U1	Mastering Structural Inspections	
V1	Conflict Management	
W1	Legal Liability Occupational Health and Safety (OHSA)	
W2	ISO 45 001:2018 Occupation Health and Safety	
X	SharePoint Office 365 Training	
Y	Change Management Training	

COURSE	ITEM NUMBER	DESCRIPTION OF COURSE (Both online and Classroom training to be priced per course required, considered)	Rate per delegate per course (excl VAT)			Course Duration
			Year 1	Year 2	Year 3	
A1	A1.1	Road to Professional Registration Class size 15 to 20 learners. Classroom course (including catering as specified by CoCT)	R	R	R	1
	A1.2	Road to Professional Registration: Online (excluding catering) Class size 12 to 25 learners	R	R	R	
	A1.3	Road to Professional Registration: Classroom training: Course material print	R	R	R	
	A1.4	Road to Professional Registration: Venue Pricing for Classroom training (20 seater)	R	R	R	
A2	A2.1	Technical Report Writing: Class size 15 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	3
	A2.2	Technical Report Writing: Online Class size 12 to 25 learners	R	R	R	
	A2.3	Technical Report Writing: Classroom training: Course material print	R	R	R	
	A2.4	Technical Report Writing: Venue Pricing for Classroom training (20 seater)	R	R	R	
B1	B1.1	Basic Contract Management & Administration: Class size 15 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	1
	B1.2	Basic Contract Management & Administration: Online: Class size 12 to 25 learners	R	R	R	
	B1.3	Basic Contract Management & Administration: Classroom training: Course material print	R	R	R	
	B1.4	Basic Contract Management & Administration: Venue Pricing for Classroom training (20 seater)	R	R	R	
B2	B2.1	Project Planning and Scheduling: Class size 15 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	B2.2	Project Planning and Scheduling Online: Class size 12 to 25 learners	R	R	R	

COURSE	ITEM NUMBER	DESCRIPTION OF COURSE (Both online and Classroom training to be priced per course required, considered)	Rate per delegate per course (excl VAT)			Course Duration
			Year 1	Year 2	Year 3	
	B2.3	Project Planning and Scheduling: Classroom training: Course material print	R	R	R	
	B2.4	Project Planning and Scheduling: Classroom training: Venue Pricing for Classroom training (20 seater)	R	R	R	
B3	B3.1	GCC 2015: Class size 15 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	B3.2	GCC 2015: Online Class size 12 to 25 learners	R	R	R	
	B3.3	GCC 2015: Classroom training: Course material print	R	R	R	
	B3.4	GCC 2015: Venue Pricing for Classroom training (20 seater)	R	R	R	
B4	B4.1	JBCC: Class size 15 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	B4.2	JBCC: Online Class size 12 to 25 learners	R	R	R	
	B4.3	JBCC: Online Classroom training: Course material print	R	R	R	
	B4.4	JBCC: Venue Pricing for Classroom training (20 seater)	R	R	R	
B5	B5.1	FIDIC Contract Documents: Class size 15 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	B5.2	FIDIC Contract Documents: Online Class size 12 to 25 learners	R	R	R	
	B5.3	FIDIC Contract Documents: Classroom training: Course material print	R	R	R	

COURSE	ITEM NUMBER	DESCRIPTION OF COURSE (Both online and Classroom training to be priced per course required, considered)	Rate per delegate per course (excl VAT)			Course Duration
			Year 1	Year 2	Year 3	
	B5.4	FIDIC Contract Documents: Venue Pricing for Classroom training (20 seater)	R	R	R	
C1	C1.1	Principal Agent: Roles & Responsibilities: Class size 15 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	C1.2	Principal Agent: Roles & Responsibilities: Online Class size 12 to 25 learners	R	R	R	
	C1.3	Principal Agent: Roles & Responsibilities: Classroom training: Course material print	R	R	R	
	C1.4	Principal Agent: Roles & Responsibilities: Venue Pricing for Classroom training (20 seater)	R	R	R	
C2	C2.1	Delay, Disruption & Extension of Time: Class size 15 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	C2.2	Delay, Disruption & Extension of Time: Online Class size 12 to 25 learners	R	R	R	
	C2.3	Delay, Disruption & Extension of Classroom training: Course material print	R	R	R	
	C2.4	Delay, Disruption & Extension of Classroom training: Venue Pricing for Classroom training (20 seater)	R	R	R	
C3	C3.1	Construction Contracts: Insurances and Liabilities: Class size 15 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	C3.2	Construction Contracts: Insurances and Liabilities: Online Class size 12 to 25 learners	R	R	R	
	C3.3	Construction Contracts: Insurances and Liabilities: Classroom training: Course material print	R	R	R	

COURSE	ITEM NUMBER	DESCRIPTION OF COURSE (Both online and Classroom training to be priced per course required, considered)	Rate per delegate per course (excl VAT)			Course Duration
			Year 1	Year 2	Year 3	
	C2.4	Construction Contracts: Insurances and Liabilities: Venue Pricing for Classroom training (20 seater)	R	R	R	
C4	C4.1	Construction Claims: Practical Approach: Class size 15 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	C4.2	Construction Claims: Practical Approach: Online Class size 12 to 25 learners	R	R	R	
	C4.3	Construction Claims: Practical Approach: Classroom training: Course material print	R	R	R	
	C4.4	Construction Claims: Practical Approach: Venue Pricing for Classroom training (20 seater)	R	R	R	
C5	C5.1	Contract Law: Class size 15 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	3
	C5.2	Contract Law: Online Class size 12 to 25 learners	R	R	R	
	C5.3	Contract Law: Classroom training: Course material print	R	R	R	
	C5.4	Contract Law: Venue Pricing for Classroom training (20 seater)	R	R	R	
C6	C6.1	Professional Negligence, Liability & Risk: Class size 15 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	C6.2	Professional Negligence Classroom training: Online Class size 12 to 25 learners	R	R	R	
	C6.3	Professional Negligence, Liability & Risk: Classroom training: Course material print	R	R	R	

COURSE	ITEM NUMBER	DESCRIPTION OF COURSE (Both online and Classroom training to be priced per course required, considered)	Rate per delegate per course (excl VAT)			Course Duration
			Year 1	Year 2	Year 3	
	C6.4	Professional Negligence, Liability & Risk: Venue Pricing for Classroom training (20 seater)	R	R	R	
C7	C7.1	Construction Regulations from a legal perspective: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	C7.2	Construction Regulations from a legal perspective: Online - Class size 12 to 25 learners	R	R	R	
	C7.3	Construction Regulations from a legal perspective: Classroom training: Course material print	R	R	R	
	C7.4	Construction Regulations from a legal perspective: Venue Pricing for Classroom training (20 seater)	R	R	R	
C8	C8.1	The Legal Process dealing with Construction Disputes: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	C8.2	The Legal Process dealing with Construction Disputes:Online - Class size 12 to 25 learners	R	R	R	
	C8.3	The Legal Process dealing with Construction Disputes: Classroom training: Course material print	R	R	R	
	C8.4	The Legal Process dealing with Construction Disputes: Venue Pricing for Classroom training (20 seater)	R	R	R	
C9	C9.1	Construction Claims: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	C9.2	Construction Claims: Online - Class size 12 to 25 learners	R	R	R	
	C9.3	Construction Claims: Classroom training: Course material print	R	R	R	
	C9.4	Construction Claims: Venue Pricing for Classroom training (20 seater)	R	R	R	

COURSE	ITEM NUMBER	DESCRIPTION OF COURSE (Both online and Classroom training to be priced per course required, considered)	Rate per delegate per course (excl VAT)			Course Duration
			Year 1	Year 2	Year 3	
C10	C10.1	Mastering Engineering and Construction Contracts (Contract Comparison): Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	C10.2	Mastering Engineering and Construction Contracts (Contract Comparison): Online - Class size 12 to 25 learners	R	R	R	
	C10.3	Mastering Engineering and Construction Contracts (Contract Comparison): Classroom training: Course material print	R	R	R	
	C10.4	Construction Claims: Venue Pricing for Classroom training (20 seater)	R	R	R	
D1	D1.1	MS PROJECT: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	3
	D1.2	MS PROJECT: Online Class size 12 to 25 learners	R	R	R	
	D1.3	MS PROJECT: Classroom training: Course material print	R	R	R	
	D1.4	MS PROJECT: Venue Pricing for Classroom training (20 seater)	R	R	R	
D2	D2.1	Advanced MS PROJECT: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	3
	D2.2	Advanced MS PROJECT: Online Class size 12 to 25 learners	R	R	R	
	D2.3	Advanced MS PROJECT: Classroom training: Course material print	R	R	R	
	D2.4	Advanced MS PROJECT: Venue Pricing for Classroom training (20 seater)	R	R	R	

COURSE	ITEM NUMBER	DESCRIPTION OF COURSE (Both online and Classroom training to be priced per course required, considered)	Rate per delegate per course (excl VAT)			Course Duration
			Year 1	Year 2	Year 3	
E1	E1.1	Super Excel: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	E1.2	Super Excel: Online - Class size 12 to 25 learners	R	R	R	
	E1.3	Super Excel: Online: Classroom training: Course material print	R	R	R	
	E1.4	Super Excel: Venue Pricing for Classroom training (20 seater)	R	R	R	
E2	E2.1	Advanced Excel: Reporting and Applications: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	E2.2	Advanced Excel: Online Class size 12 to 25 learners	R	R	R	
	E2.3	Advanced Excel: Classroom training: Course material print	R	R	R	
	E2.4	Advanced Excel: Venue Pricing for Classroom training (20 seater)	R	R	R	
E3	E2.1	Excel for Engineers and Other Built Environment Professionals: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	E2.2	Excel for Engineers and Other Built Environment Professionals: Online Class size 12 to 25 learners	R	R	R	
	E2.3	Excel for Engineers and Other Built Environment Professionals: Classroom training: Course material print	R	R	R	
	E2.4	Excel for Engineers and Other Built Environment Professionals: Venue Pricing for Classroom training (20 seater)	R	R	R	

COURSE	ITEM NUMBER	DESCRIPTION OF COURSE (Both online and Classroom training to be priced per course required, considered)	Rate per delegate per course (excl VAT)			Course Duration
			Year 1	Year 2	Year 3	
H1	H1.1	NEC4 - Full Training: Class size 10 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	5
	H1.2	NEC4 - Full Training: Online Class size 12 to 25 learners	R	R	R	
	H1.3	NEC4 - Full Training: Training material PDF	R	R	R	
	H1.4	NEC4 - Full Training: Venue Pricing for Classroom training (20 seater)	R	R	R	
H2	H2.1	NEC4 - Advanced Training Course: Class size 10 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	H2.2	NEC4- Advanced Training Course: Online Class size 12 to 25 learners	R	R	R	
	H2.3	NEC4- Advanced Training Course: Training material PDF	R	R	R	
	H2.4	NEC4- Advanced Training Course: Venue Pricing for Classroom training (20 seater)	R	R	R	
H3	H3.1	NEC4 - Advanced Training Course: Engineering and Construction Contract (ECC): Class size 10 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	H3.2	NEC4 - Advanced Training Course, Engineering and Construction Contract (ECC): Online Class size 12 to 25 learners	R	R	R	
	H3.3	NEC4 - Advanced Training Course, Engineering and Construction Training material PDF	R	R	R	
	H3.4	NEC4- Advanced Training Course: Venue Pricing for Classroom training (20 seater)	R	R	R	

COURSE	ITEM NUMBER	DESCRIPTION OF COURSE (Both online and Classroom training to be priced per course required, considered)	Rate per delegate per course (excl VAT)			Course Duration
			Year 1	Year 2	Year 3	
K1	K1.1	Water Law of South Africa: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	K1.2	Water Law of South Africa: Online - Class size 12 to 25 learners	R	R	R	
	K1.3	Water Law of South Africa: Classroom training: Course material print	R	R	R	
	K1.4	Water Law of South Africa: Venue Pricing for Classroom training (20 seater)	R	R	R	
N1	N1.1	Project Management Professional Certification Program (PMP): Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	4
	N1.2	Project Management Professional Certification Program (PMP): Online - Class size 12 to 25 learners	R	R	R	
	N1.3	Project Management Professional Certification Program (PMP): Classroom training: Course material print	R	R	R	
	N1.4	Project Management Professional Certification Program (PMP): Venue Pricing for Classroom training (20 seater)	R	R	R	
N2	N2.1	Project Management Essentials for engineers & Other BEP Professionals: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	3
	N2.2	Project Management Essentials for engineers & Other BEP Professionals: Online - Class size 12 to 25 learners	R	R	R	
	N2.3	Project Management Essentials for engineers & Other BEP Professionals: Classroom training: Course material print	R	R	R	

COURSE	ITEM NUMBER	DESCRIPTION OF COURSE (Both online and Classroom training to be priced per course required, considered)	Rate per delegate per course (excl VAT)			Course Duration
			Year 1	Year 2	Year 3	
	N2.4	Project Management Essentials for engineers & Other BEP Professionals: Venue Pricing for Classroom training (20 seater)	R	R	R	
N3	N3.1	Managing Operational Readiness in Large Infrastructure Projects: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	3
	N3.2	Managing Operational Readiness in Large Infrastructure Projects: Online - Class size 12 to 25 learners	R	R	R	
	N3.3	Managing Operational Readiness in Large Infrastructure Projects: Classroom training: Course material print	R	R	R	
	N3.4	Managing Operational Readiness in Large Infrastructure Projects: Venue Pricing for Classroom training (20 seater)	R	R	R	
N4	N4.1	Understanding the 6 Stages of the Project Lifecycle: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	N4.2	Understanding the 6 Stages of the Project Lifecycle: Online - Class size 12 to 25 learners	R	R	R	
	N4.3	Understanding the 6 Stages of the Project Lifecycle: Classroom training: Course material print	R	R	R	
	N4.4	Understanding the 6 Stages of the Project Lifecycle: Venue Pricing for Classroom training (20 seater)	R	R	R	
N5	N5.1	Managing Engineering Processes in Large Infrastructure Projects: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	N5.2	Managing Engineering Processes in Large Infrastructure Projects: Online - Class size 12 to 25 learners	R	R	R	

COURSE	ITEM NUMBER	DESCRIPTION OF COURSE (Both online and Classroom training to be priced per course required, considered)	Rate per delegate per course (excl VAT)			Course Duration
			Year 1	Year 2	Year 3	
	N5.3	Managing Engineering Processes in Large Infrastructure Projects: Classroom training: Course material print	R	R	R	
	N5.4	Managing Engineering Processes in Large Infrastructure Projects: Venue Pricing for Classroom training (20 seater)	R	R	R	
N6	N6.1	Quality and Risk Management, incorporating ISO9001 to Increase Effectiveness of your Project Delivery: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	N6.2	Quality and Risk Management, incorporating ISO9001 to Increase Effectiveness of your Project Delivery: Online Class size 12 to 25 learners	R	R	R	
	N6.3	Quality and Risk Management, incorporating ISO9001 to Increase Effectiveness of your Project Delivery: Classroom training: Course material print	R	R	R	
	N6.4	Quality and Risk Management, incorporating ISO9001 to Increase Effectiveness of your Project Delivery: Venue Pricing for Classroom training (20 seater)	R	R	R	
N7	N7.1	Managing Lifecycle in Large & Complex Infrastructure Projects: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	N7.2	Managing Lifecycle in Large & Complex Infrastructure Projects: Online Class size 12 to 25 learners	R	R	R	
	N7.3	Managing Lifecycle in Large & Complex Infrastructure Projects: Classroom training: Course material print	R	R	R	
	N7.4	Managing Lifecycle in Large & Complex Infrastructure Projects: Venue Pricing for Classroom training (20 seater)	R	R	R	

COURSE	ITEM NUMBER	DESCRIPTION OF COURSE (Both online and Classroom training to be priced per course required, considered)	Rate per delegate per course (excl VAT)			Course Duration
			Year 1	Year 2	Year 3	
N8	N8.1	The Direct Route to Registration as a Construction Project Manager or Construction Manager: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	N8.2	The Direct Route to Registration as a Construction Project Manager or Construction Manager: Online Class size 12 to 25 learners	R	R	R	
	N8.3	The Direct Route to Registration as a Construction Project Manager or Construction Manager: Classroom training: Course material print	R	R	R	
	N8.4	The Direct Route to Registration as a Construction Project Manager or Construction Manager: Venue Pricing for Classroom training (20 seater)	R	R	R	
N9	N9.1	PMI Programme Management Professional (PrPM): Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	4
	N9.2	PMI Programme Management Professional (PrPM): Online Class size 12 to 25 learners	R	R	R	
	N9.3	PMI Programme Management Professional (PrPM): Classroom training: Course material print	R	R	R	
	N9.4	PMI Programme Management Professional (PrPM): Venue Pricing for Classroom training (20 seater)	R	R	R	
N10	N10.1	PMI Portfolio Management Professional (PfPM): Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	4
	N10.2	PMI Portfolio Management Professional (PfPM): Online Class size 12 to 25 learners	R	R	R	

COURSE	ITEM NUMBER	DESCRIPTION OF COURSE (Both online and Classroom training to be priced per course required, considered)	Rate per delegate per course (excl VAT)			Course Duration
			Year 1	Year 2	Year 3	
	N10.3	PMI Portfolio Management Professional (PfPM): Classroom training: Course material print	R	R	R	
	N10.4	PMI Portfolio Management Professional (PfPM): Venue Pricing for Classroom training (20 seater)	R	R	R	
M1	M1.1	IPMA 4LC training <u>Level A</u> : Class size 10 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	
	M1.2	IPMA 4LC training <u>Level A</u> : Online - Class size 12 to 25 learners	R	R	R	
	M1.3	IPMA 4LC training <u>Level A</u> : Classroom training: Course material print	R	R	R	
	M1.4	IPMA 4LC training <u>Level A</u> : Venue Pricing for Classroom training (20 seater)	R	R	R	
M2	M2.1	IPMA 4LC training <u>Level B</u> : Class size 10 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	
	M2.2	IPMA 4LC training <u>Level B</u> : Online - Class size 12 to 25 learners	R	R	R	
	M2.3	IPMA 4LC training <u>Level B</u> : Classroom training: Course material print	R	R	R	
	M2.4	IPMA 4LC training <u>Level B</u> : Venue Pricing for Classroom training (20 seater)	R	R	R	
M3	M3.1	IPMA 4LC training <u>Level C</u> : Class size 10 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	
	M3.2	IPMA 4LC training <u>Level C</u> : Online - Class size 12 to 25 learners	R	R	R	
	M3.3	IPMA 4LC training <u>Level C</u> : Classroom training: Course material print	R	R	R	

COURSE	ITEM NUMBER	DESCRIPTION OF COURSE (Both online and Classroom training to be priced per course required, considered)	Rate per delegate per course (excl VAT)			Course Duration
			Year 1	Year 2	Year 3	
	M3.4	IPMA 4LC training <u>Level C</u> : Venue Pricing for Classroom training (20 seater)	R	R	R	
M4	M4.1	IPMA 4LC training <u>Level D</u> : Class size 10 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	
	M4.2	IPMA 4LC training <u>Level D</u> : Online - Class size 10 to 25 learners	R	R	R	
	M4.3	IPMA 4LC training <u>Level D</u> : Classroom training: Course material print	R	R	R	
	M4.4	IPMA 4LC training <u>Level D</u> : Venue Pricing for Classroom training (20 seater)	R	R	R	
O1	O1.1	Negotiations and Dispute resolution for Contracts: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	O1.2	Negotiations and Dispute resolution for Contracts: Online - Class size 12 to 25 learners	R	R	R	
	O1.3	Project Management Professional Certification Program (PMP): Classroom training: Course material print	R	R	R	
	O1.4	IPMA 4LC training <u>Level D</u> : Venue Pricing for Classroom training (20 seater)	R	R	R	
O2	O2.1	Management of Contract Risk: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	O2.2	Management of Contract Risk: Online - Class size 12 to 25 learners	R	R	R	
	O2.3	Management of Contract Risk: Classroom training: Course material print	R	R	R	
	O2.4	Management of Contract Risk: Venue Pricing for Classroom training (20 seater)	R	R	R	

COURSE	ITEM NUMBER	DESCRIPTION OF COURSE (Both online and Classroom training to be priced per course required, considered)	Rate per delegate per course (excl VAT)			Course Duration
			Year 1	Year 2	Year 3	
O3	O3.1	Contract Close-out: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	O3.2	Contract Close-out: Online - Class size 12 to 25 learners	R	R	R	
	O3.3	Contract Close-out: Classroom training: Course material print	R	R	R	
	O3.4	Contract Close-out: Venue Pricing for Classroom training (20 seater)	R	R	R	
O4	O4.1	Contract Price Adjustment: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	O4.2	Contract Price Adjustment: Classroom training: Online - Class size 12 to 25 learners	R	R	R	
	O4.3	Contract Price Adjustment: Classroom training: Course material print	R	R	R	
	O4.4	Contract Price Adjustment: Venue Pricing for Classroom training (20 seater)	R	R	R	
O5	O5.1	Force Majeure – South African Law Principles and unpacking force majeure in different contract forms: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	O5.2	Force Majeure – South African Law Principles and unpacking force majeure in different contract forms: Online - Class size 12 to 25 learners	R	R	R	
	O5.3	Force Majeure – South African Law Principles and unpacking force majeure in different contract forms: Classroom training: Course material print	R	R	R	

COURSE	ITEM NUMBER	DESCRIPTION OF COURSE (Both online and Classroom training to be priced per course required, considered)	Rate per delegate per course (excl VAT)			Course Duration
			Year 1	Year 2	Year 3	
	O5.4	Force Majeure – South African Law Principles and unpacking force majeure in different contract forms: Venue Pricing for Classroom training (20 seater)	R	R	R	
O6	O6.1	Breach of contract and termination: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	O6.2	Breach of contract and termination: Online - Class size 12 to 25 learners	R	R	R	
	O6.3	Breach of contract and termination: Classroom training: Course material print	R	R	R	
	O6.4	Breach of contract and termination: Venue Pricing for Classroom training (20 seater)	R	R	R	
O7	O7.1	Contract Liability, Insurance and Performance guarantees for Contract Management: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	O7.2	Contract Liability, Insurance and Performance guarantees for Contract Management: Online - Class size 12 to 25 learners	R	R	R	
	O7.3	Contract Liability, Insurance and Performance guarantees for Contract Management: Classroom training: Course material print	R	R	R	
	O7.4	Contract Liability, Insurance and Performance guarantees for Contract Management: Venue Pricing for Classroom training (20 seater)	R	R	R	
O8	O8.1	Penalty Clauses: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	1

COURSE	ITEM NUMBER	DESCRIPTION OF COURSE (Both online and Classroom training to be priced per course required, considered)	Rate per delegate per course (excl VAT)			Course Duration
			Year 1	Year 2	Year 3	
	O8.2	Penalty Clauses: Online - Class size 12 to 25 learners	R	R	R	
	O8.3	Penalty Clauses: Classroom training: Course material print	R	R	R	
	O8.4	Penalty Clauses: Venue Pricing for Classroom training (20 seater)	R	R	R	
O9	O9.1	Service Level Agreements: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	O9.2	Service Level Agreements: Online - Class size 12 to 25 learners	R	R	R	
	O9.3	Service Level Agreements: Classroom training: Course material print	R	R	R	
	O9.4	Service Level Agreements: Venue Pricing for Classroom training (20 seater)	R	R	R	
P1	P1.1	Getting Acquainted with being a Resident Engineer - Roads: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	P1.2	Getting Acquainted with being a Resident Engineer - Roads: Online - Class size 12 to 25 learners	R	R	R	
	P1.3	Getting Acquainted with being a Resident Engineer - Roads: Classroom training: Course material print	R	R	R	
	P1.4	Getting Acquainted with being a Resident Engineer - Roads: Venue Pricing for Classroom training (20 seater)	R	R	R	
Q1	Q1.1	Advanced Tendering - Key Principles of Tendering: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2

COURSE	ITEM NUMBER	DESCRIPTION OF COURSE (Both online and Classroom training to be priced per course required, considered)	Rate per delegate per course (excl VAT)			Course Duration
			Year 1	Year 2	Year 3	
	Q1.2	Advanced Tendering - Key Principles of Tendering: Online - Class size 12 to 25 learners	R	R	R	
	Q1.3	Advanced Tendering - Key Principles of Tendering: Classroom training: Course material print	R	R	R	
	Q1.4	Advanced Tendering - Key Principles of Tendering: Venue Pricing for Classroom training (20 seater)	R	R	R	
R1	R1.1	Problem Solving and Decision Making: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	R1.2	Problem Solving and Decision Making: Online - Class size 12 to 25 learners	R	R	R	
	R1.3	Problem Solving and Decision Making: Classroom training: Course material print	R	R	R	
	R1.4	Problem Solving and Decision Making: Venue Pricing for Classroom training (20 seater)	R	R	R	
S1	S1.1	Pressure Pipeline and Pump Station Design & Specification – A Practical Overview: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	3
	S1.2	Pressure Pipeline and Pump Station Design & Specification – A Practical Overview: Online - Class size 12 to 25 learners	R	R	R	
	S1.3	Pressure Pipeline and Pump Station Design & Specification – A Practical Overview: Classroom training: Course material print	R	R	R	
	S1.4	Pressure Pipeline and Pump Station Design & Specification – A Practical Overview: Venue Pricing for Classroom training (20 seater)	R	R	R	
T1	T1.1	Root-Cause Analysis, Incident Investigation and Continual Improvement: Class size 12 to 20 learners Classroom course (including	R	R	R	2

COURSE	ITEM NUMBER	DESCRIPTION OF COURSE (Both online and Classroom training to be priced per course required, considered)	Rate per delegate per course (excl VAT)			Course Duration
			Year 1	Year 2	Year 3	
		catering as specified by CoCT)				
	T1.2	Root-Cause Analysis, Incident Investigation and Continual Improvement: Online - Class size 12 to 25 learners	R	R	R	
	T1.3	Root-Cause Analysis, Incident Investigation and Continual Improvement: Classroom training: Course material print	R	R	R	
	T1.4	Root-Cause Analysis, Incident Investigation and Continual Improvement: Venue Pricing for Classroom training (20 seater)	R	R	R	
U1	U1.1	Mastering Structural Inspections: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	U1.2	Mastering Structural Inspections: Online - Class size 12 to 25 learners	R	R	R	
	U1.3	Mastering Structural Inspections: Classroom training: Course material print	R	R	R	
	U1.4	Mastering Structural Inspections: Venue Pricing for Classroom training (20 seater)	R	R	R	
V1	V1.1	Conflict Management: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	1
	V1.2	Conflict Management: Online - Class size 12 to 25 learners	R	R	R	
	V1.3	Conflict Management: Classroom training: Course material print	R	R	R	
	V1.4	Conflict Management: Venue Pricing for Classroom training (20 seater)	R	R	R	
W1	W1.1	Legal Liability Occupational Health and Safety (OHSA): Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2

COURSE	ITEM NUMBER	DESCRIPTION OF COURSE (Both online and Classroom training to be priced per course required, considered)	Rate per delegate per course (excl VAT)			Course Duration
			Year 1	Year 2	Year 3	
	W1.2	Legal Liability Occupational Health and Safety (OHSA): Online - Class size 12 to 25 learners	R	R	R	
	W1.3	Legal Liability Occupational Health and Safety (OHSA): Classroom training: Course material print	R	R	R	
	W1.4	Legal Liability Occupational Health and Safety (OHSA): Venue Pricing for Classroom training (20 seater)	R	R	R	
W2	W2.1	ISO 45 001:2018 Occupation Health and Safety: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	2
	W2.2	ISO 45 001:2018 Occupation Health and Safety: Online - Class size 12 to 25 learners	R	R	R	
	W2.3	ISO 45 001:2018 Occupation Health and Safety: Classroom training: Course material print	R	R	R	
	W2.4	ISO 45 001:2018 Occupation Health and Safety: Venue Pricing for Classroom training (20 seater)	R	R	R	
X1	X1.1	SharePoint Office 365 Training: Class size 12 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	1
	X1.2	SharePoint Office 365 Training: Online - Class size 12 to 25 learners	R	R	R	
	X1.3	SharePoint Office 365 Training: Classroom training: Course material print	R	R	R	
	X1.4	SharePoint Office 365 Training: Venue Pricing for Classroom training (20 seater)	R	R	R	
Y	Y1.1	Change Management Training: Class size 10 to 20 learners Classroom course (including catering as specified by CoCT)	R	R	R	3
	Y1.2	Change Management Training: Online - Class size 12 to 25 learners	R	R	R	3

COURSE	ITEM NUMBER	DESCRIPTION OF COURSE (Both online and Classroom training to be priced per course required, considered)	Rate per delegate per course (excl VAT)			Course Duration
			Year 1	Year 2	Year 3	
	Y1.3	Change Management Training: Classroom training: Course material print	R	R	R	
	Y1.4	Change Management Training: Venue Pricing for Classroom training (20 seater)	R	R	R	

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 All tendered rates must be in Rand (ZAR) and exclude VAT. Refer to 2.3.10.1.2 clause (d).
- 5.9 General specifications for items in the (5) Price Schedule, appear in section (13) SPECIFICATION(S). Tenderers must refer to these specifications when completing the Price Schedule
- 5.10 **All online and classroom training items to be priced per course (A1,A2 and A3 etc should be priced)**

INITIALS OF CITY OFFICIALS		
1	2	3

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

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

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

Account Holder: _____

Financial Institution: _____

Branch Code: _____

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

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

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

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

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

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

- 2.2 If YES, provide particulars:

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

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

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

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

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	
-----	--	----	--

4.1 If YES, furnish particulars below

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

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

 Date

Schedule 3:
**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
 PROCUREMENT REGULATIONS 2022**

Definitions

The following definitions shall apply to this schedule:

- (a) “tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “tender for income-generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 allocated for price on the following basis:

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Gender	5	
Race	10	
Promotion of Micro and Small Enterprises	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [Tick applicable box]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:
DATE:
ADDRESS:

For official use.

SIGNATURE OF CITY OFFICIALS AT
 TENDER OPENING

1.	2.	3.
----	----	----

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

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder²).....
 - 3.4 Company or Close Corporation Registration Number:.....
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number:.....
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars
 - 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

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars

3.16 Do you have any employees who was in the service of the City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

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

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

Date

¹MSCM 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	
-----	--	----	--

- 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, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

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

Date

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

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

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:**
- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent 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, , restriction of the tenderer or the exercise by the employer of any other remedies available to it.

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

 Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

Date

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

NOT APPLICABLE

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this Tender No: **TENDER NO.: 358S/2022/23 – TENDER DESCRIPTION: PROVISION OF A SERVICE PROVIDER: ACCREDITED TRAINING RELATED TO PROJECT MANAGEMENT AND CONTRACT ADMINISTRATION** 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

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 10: Price Basis for Imported Resources

NOT APPLICABLE

Schedule 11: Pre-Qualification

NOT APPLICABLE

Schedule 12: 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.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

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

 Date

Schedule 13: 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 14: MANDATORY REQUIREMENTS

SCHEDULE 14.1 MANDATORY REQUIREMENTS

Mark with X

	<u>YES</u>	<u>NO</u>
Registered with Skills Education Training Authority (SETA) with continuous Professional Development (CPD) credit allocation.		
Registered with South African Council for the Project and Construction Management Professions (SACPCMP) with Continuous Professional Development (CPD) credit allocation		
Registered with Engineering Council of South Africa (ECSA) with Continuous Professional Development (CPD) credit allocation		

SCHEDULE 14.2 SERVICE PROVIDER PREVIOUS EXPERIENCE

The following information shall be provided with the Tender:

Description of relevant Training intervention provided	Name of the organisation/Institution	Contact Details & E-mail	Start date – End date (please specify the month and year)

SCHEDULE 14.3 NUMBER OF TRAINING INTERVENTIONS

Description of relevant Training intervention provided	Name of the organisation/Institution	Contact Details & E-mail	Start date – End date (please specify the month and year)

SCHEDULE 14.4 QUALIFICATIONS FOR THE COURSES TENDERING FOR (Certificates to be submitted)

Description of relevant Training intervention provided	Name of the organisation/Institution	Contact Details & E-mail	Start date – End date (please specify the month and year)

SIGNED ON BEHALF OF TENDERER:

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9	Page 71 of 66

TENDER NO: 358S/2022/23

**TENDER DESCRIPTION: PROVISION OF A SERVICE PROVIDER: ACCREDITED TRAINING
RELATED TO PROJECT MANAGEMENT AND CONTRACT ADMINISTRATION**

CONTRACT PERIOD: FROM Commencement to 30 JUNE 2027

VOLUME 3: DRAFT CONTRACT

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

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	
Alternative Offer (see clause 2.2.11.1)	

VOLUME 3: DRAFT CONTRACT

(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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

3.5 The **supplier** shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 The **purchaser** shall:

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

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

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

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

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

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

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

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

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

Add the following after clause 5.4:

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

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

5.6 Publicity and publication

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

5.7 Confidentiality

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

5.8 Intellectual Property

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

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

5.8.3 The supplier shall, and warrants that it shall:

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

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

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

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

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

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

5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims,

liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.

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

7. Performance Security

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.
- 10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
 - b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
 - c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
 - d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

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

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

15. Warranty

Add to Clause 15.2:

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's Director: Expenditure for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

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

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

Add the following after clause 16.4

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

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

16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on **Proforma Advanced Payment Guarantee** and only once the authenticity of such guarantee has been verified by the City's Treasury Department.

17. Prices

Add the following after clause 17.1

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

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

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

Not applicable to this contract

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

17.5.1 Adjustment for variations in rates of exchange:

- (a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
- (b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
- (c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.
- (d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.
- (e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the schedule titled "**Price Basis for Imported Resources**".
- (f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.
- (g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.
- (h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "**Price Basis for Imported Resources**", then the value in column (A) shall be used.

17.5.2 Adjustment for variations in customs surcharge and customs duty

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

- 20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods 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.

The penalty for this contract shall be applied for the following items:

- The delay in the issuing of Certification/Results, Training Documentation and attendance registers would be 5% of the course amount with as per the agreed upon time frames with the Project Manager.
- The timeframes for documentation submission would be agreed upon on contract commencement

- 22.1.1 To ensure the CoCT quality and standard of training the city requires the Service provider to ensure the training is provided as per the specifications in the tender and appropriate accreditation of the course in the training industry. Should the course be found not compliant to these requirements, the Service Provider will be held liable for this. The CoCT will put a 30 day hold on the Service provider to present that specific course. This will give the Service Provider sufficient time to review the course material and to present it to the internal CoCT training team. During this time the CoCT will be utilising the standby service provider, if required for the specific course. In this instance the CoCT will only be liable to pay 90% of the invoice and the service provider should provide a free revised course to the candidates who

attended the previous non-compliant course presented.

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

23.8.2 The parties by mutual agreement terminate the contract.

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

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

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

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

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

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

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

26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

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

but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

In this regard, it is the responsibility of the supplier to submit documentary evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (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 **4500193497**.

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))

TABLE OF CLAUSES

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

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.

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

8. Inspections, tests and analyses

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and

expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

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

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY

NOT APPLICABLE

ANNEXURE**LIST OF APPROVED FINANCIAL INSTITUTIONS**

The following financial institutions are currently (as at 12 October 2021) approved for issue of contract guarantees to the City:

National Banks:

ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Credit Agricole Corporate and Investment Bank
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

American International Group Inc (AIG)Bryte Insurance Company Limited
Coface SA
Compass Insurance Company Limited
Credit Guarantee Insurance Corporation of Africa
Limited Guardrisk Insurance Company Limited
Hollard Insurance Company Limited.
Infiniti Insurance Limited
Lombard Insurance Company Limited
New National Assurance Company Limited
PSG Konsult (previously Absa Insurance)
Regent Insurance Company Limited
Renasa Insurance Company Limited.
Santam Limited

(10) FORM OF ADVANCE PAYMENT GUARANTEE

NOT APPLICABLE

(10.1) ADVANCE PAYMENT SCHEDULE

NOT APPLICABLE

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND**

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

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

I, , representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed aton the.....day of.....20....

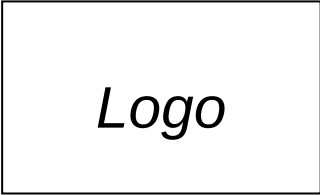
Witness

Mandatory

Signed at on the.....day of.....20

 Witness

 for and on behalf of
 City of Cape Town

(12) INSURANCE BROKER'S WARRANTY (PRO FORMA)Logo*Letterhead of supplier's Insurance Broker*

Date _____

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

Dear Sir

TENDER NO.: 358S/2022/23**TENDER DESCRIPTION: PROVISION OF A SERVICE PROVIDER: ACCREDITED TRAINING RELATED TO PROJECT MANAGEMENT AND CONTRACT ADMINISTRATION**

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)

(13) SPECIFICATION(S)**1. INTRODUCTION**

The City of Cape Town adopts project management principles and methodologies

- 1.1.** Ensure that common, user friendly project management processes, procedures, systems and tools are defined, developed and implemented,
- 1.2.** Ensure the development and implementation of a singular, yet flexible project management methodology for standardised application within the City and
- 1.3.** Ensure a good understanding of project management in the City.

The City Manager shall ensure that all employees involved in Project Management and Contract Administration meet the prescribed competency levels, and where necessary, shall provide relevant training. All training will aim to ensure compliance with the relevant legislation, regulations as well the City's Supply Chain Management Policy and Project Management Framework.

2. THE TRAINING PROGRAMME

Interested and accredited service providers are invited to submit tenders to ensure improvement of project management and contract administration in the City of Cape Town.

2.1. TRAINING TIMES

Weekdays: Monday
to Friday Times: from
8h30 until 16h00

2.2. DELIVERABLES

It is critical for the City of Cape Town to ensure that Project Managers and Contract Administrators at all levels receive this training to ensure that they are able to understand their roles and responsibilities. For this purpose interested service providers must be accredited to provide the following training courses:

1. Road to Professional Registration – roadmap and tools to achieve registration as professional technologists or engineers.

- The level of competence required for registration
- How to plan the training that you need
- The ECSA requirements for registration
- Your responsibilities during the candidate phase and your relationship with mentors and supervisors
- How to select appropriate activities for the final project or engineering report
- How to take your candidates from novice-stage to competent professionals

2. Basic Contract Management and Administration

The building, construction and engineering industry has various forms of contract available to be used as a basis for drafting contracts. However, in the application of these contract forms, there are certain principles of the administration and management of the contracts that are common to all.

This course focuses on these common principles, which should be adopted to ensure:

- Launching the process of contract administration and putting it on a proper footing – personnel appointments
- The keeping of proper records
- Correct, timeous and unambiguous application of the main provisions of the various contracts, particularly formal notices to be given
- Procedural check-lists to be implemented at the various levels of contract administration
- The importance of first site meeting (kick-off meeting) to establish rules for interacting on site is fully understood
- The importance of the Contractor's Programme for carrying out the works is fully understood
- Understanding of insurance and warranty aspects
- Payment on time in terms of the contract
- Awareness of dealing with variations
- Awareness of dealing with claims
- The proper handling of dispute resolution.

3. GCC 2015

The GCC drafting committee launched its third edition in 2015. The GCC 2015 contract will be familiar to those used to the 2010 edition, but includes some interesting improvements, including changes that make the contract:

- suitable for use in disciplines other than civil engineering. It is suitable for building works, civil engineering works and electrical and mechanical works or a combination of these. GCC 2015 recognises that multidisciplinary projects are often best served by a versatile multi-disciplinary contract
- suitable for employer designed and contractor designed works
- meet the criteria for the CIDB tick of approval, meeting CIDB best practice requirements.

Contractors and clients from the building environment who in the past would not have looked to GCC may now consider it. Those looking for a local contract for multi-disciplinary projects will also look to GCC 2015.

4. JBCC Edition 6.1 (2014)

The JBCC contract is recognised by the Construction Industry Development Board (CIDB) as one of the four contracts for use in public sector contracts in South Africa and it has been adopted by many government and private sector agencies undertaking building work.

The seminar considers areas that may create risk, areas that are dealt with in a particularly good or in an unusual manner, and areas that delegates should be aware of when working with the contracts.

Material is presented in an interactive manner, through case studies and practical examples.

Contractor's Team: The obligation to appoint a Contractor's Representative and the Contractor's wide liability for personnel.

Works Risk and Insurance: Who is responsible for the care of the works, including potential risks which the contracts may expose the parties to;

The requirements which JBCC places on the parties with respect to insurance;

Instructions: Who may issue instructions, when these may be issued, what form these must take and how the Contractor is to be paid for instructions which increase the value of the work;

Subcontractors:

The different types of subcontractor and the Contractor's liability for their work;

- The risks when making direct payment to nominated subcontractors;
- The Contractor's responsibility for the work of nominated subcontractors;

Completion: Stages of completion under JBCC

Some difficulties with the Practical Completion and Final Completion processes;

The Contractor's liability for latent defects;

Extensions of Time: When the Contractor will get a revision to the date of practical completion and when the revised date brings additional money with it;

Payment: The process for getting payment and the consequences if the Employer does not pay on time;

Termination: When the parties may terminate the contract and what the consequences of termination are;

Disputes: JBCC's process for dealing with disputes.

5. Principal Agent (Employer's representative)

This workshop focuses on the professional as principal agent (PA). We consider the functions, authority and liability of the professional when he is acting as the employer's agent under a construction contract. The principal agent's functions, authority and liability are considered with respect to the four contracts recognised for use in South Africa: FIDIC, JBCC, GCC & NEC.

6. Delay, Disruption & Extension of Time

Regardless of who or what the causes are, delay and disruption can significantly hinder a project. The goal of risk management is to identify all project risks (both positive and negative) and to assist in developing proactive strategies of response.

The task of proper compilation and assessment of an extension of time claim resulting from a disruption claim can prove to be a difficult one. Whilst one's first avenue is likely to be based on a comparative method of judging output or productivity, this method still requires diligent and meticulous effort in contract administration, whilst still being simple and cost-effective.

In the absence of properly recorded information, a second avenue, that of construction programming, may be pursued in order to identify the individual activities subject to the delay or disruption. The preferable option is the utilization of correctly recorded costs, which has long since been the accepted manner of determining the quantum of a project delay. The identification of delay and disruption; assessment of the impacts thereof in terms of the risk profiles; and effective change management, along with various ancillary aspects will be dealt with during the course of this seminar.

7. Construction Contracts Insurances and Liabilities

This seminar is designed to be an interactive workshop comprehensively examining key aspects and potential pitfalls of the insurances and certain of the liabilities relating to engineering and construction contracts and associated professional service agreements.

8. Construction Claims: Practical Approach

This seminar looks at how a claim arises and how contractors are required, by the modern forms of contract, to keep strict records and provide proper notification of claims situations.

The typical types of extensions of time are addressed and the difficult issue of concurrent overlapping delays by both Employer and Contractor are explained. The three main types of evidence that may be used in support of or in defence of claims situations are analysed and explained. The importance of record keeping is highlighted and what is required of the Contractor where the contract calls for the maintenance of "contemporary records".

The role of the contractual programming requirements in the day-to-day situation and in the claim situation are discussed and the use of programming techniques in claims for delay and disruption are discussed by way of examples.

9. Contract Law

Contract Law seminar is an essential introductory course for those involved in drafting and working with contracts, which deals generically with the law of contract.

The seminar has been designed to provide:

- essential information on contractual matters for the construction industry
- an update and refresher for those who have attended previous courses
- up-to-date, topical information for those who have not attended previous courses
- an overview of the provisions of the Consumer Protection Act, which affect contractors and employers.

10. Professional Negligence, Liability & Risk

Professional architects, engineers, quantity surveyors, project managers and other consultants often find themselves doing work which could expose them to legal liability. Yet few understand the risks to which they are exposed or the standard of skill and care which the law expects. In this one-day seminar we focus on negligence and liability of construction professionals. Their relationship with the employer, contractor and members of the public is considered.

It is important that all players in the construction industry understand:

- the standard of skill and care expected of professionals
- to whom they owe a duty of skill and care
- the consequences if the standard of skill and care is not met
- how to limit and otherwise manage the exposure of Professionals to claims.

11. FIDIC Contract Documents

Each project that is conducted under the FIDIC Contract gives rise to new issues and applications. This workshop will serve both as a refresher for those who attended the course in the last few years and as an introductory course for those who have not.

The content of the workshop will be based on recent developments in the industry and in the development of contracts in general and the FIDIC contracts in particular:

- An in-depth analysis of the contracts and their practical implications
- Practical, case study based; the course is based on recent experiences with the old and new FIDIC contracts
- Presented by presenters of the highest standing, who have had on going experience with the FIDIC contracts.

12. MS Project 2010

The MS Project Program is a Project Management Support tool. If you know how to practically apply MS Project to your project, it can become your “road map” to successfully controlling, simplifying and speeding up a project! This 2 day course will show you how to save valuable time by providing you with a step-by-step guide to quickly set up a project in MS Project, automating as many tasks as possible, and managing the project with a range of status reports that assist in keeping the project on time and within budget. It is a valuable resource allowing Project Managers to effortlessly prioritise their workload, organise and track tasks / resources, helping to keep projects on time and within the specified budget. This intensive course concentrates on the practical process of running a project using the MS Project software and features. You will discover (and practice) setting up an actual project on MS Project and learn how to make use of the software’s advanced features to fine tune the project’s scheduling and resource allocation.

13. Advanced MS Project 2010

This course will show you how to get the most out of the software and show you tips and tricks on how to avoid the pitfalls as well as how to use the hidden fields for your own use and how to make your own views and tables. The facilitator will show you how to look for and avoid errors which can affect your project’s duration.

We also show you how to use earned-value analysis and how to cut down on entering resource data while ensuring greater accuracy and keeping this data up-to-date. The course also covers linked projects and how to monitor and control the hours worked as well as the percentage of work completed.

14. Super Excel:

Super Excel is the advanced use and application of Microsoft Excel including how to bring in Microsoft Access, Microsoft Outlook and Microsoft Workspaces as Companion programmes. This allows the combination of data from various sources into a single database from which management reports, project updates and other information can be produced.

The course covers seamless integration of data into an Access database, and back into Excel for manipulation and reporting. The course also covers linking Excel Spreadsheets to Outlook, enabling the to automate on reminders, tasks and even automated progress e-mails to management and Project Team members. This course will bring your efficiency with Excel to a whole new level as you mobilise the benefits of the entire MS Office suite that is available to you. Note: Computer based exercises are done throughout the course and delegates will have a practical example to utilise in their workplace. Also, delegates need to have done the Advanced Excel course.

15. Advanced Excel: Reporting and Applications

An intensive, hands-on 2-day course that demonstrates how managers can effectively utilise the full capabilities of the MS-Excel program for a wide range of, planning, estimation and management applications.

Please note that the prerequisites of this course is a good knowledge of Windows and Excel. This intensive 2-day course has been developed to introduce managers to the many ways that Excel can be used as a support tool for management decisions. The course is filled with practical exercises that allow delegates to find out how to get the most out of Excel with the least additional effort.

16. NEC4: Full Training - Exploring the Differences and Similarities between FIDIC, NEC3, JBCC and GCC, NEC4 Term Service Contract, NEC4 Framework Contract, NEC4 Professional Service Contract, NEC4 Engineering and Construction Contract, NEC4 Design Build and Operate.

Details of the NEC4: Full training

NEC4 Term Service Contracts (TSC)

The Term Service Contract (TSC) is intended to be used for the appointment of a supplier for a period of time to manage and provide a service. The NEC4 suite of contracts help in streamlining processes, reduces the potential for problems and promotes best practice in the procurement of services.

- Review the NEC4 suite, its extent and philosophy
- To provide a comprehensive overview of the main documents within the NEC4 suite.
- Achieve an understanding of the NEC4 Term Service Contract

- Understand the application of the Term Service Contract
- Understand the differences between the Term Service Contracts (TSC) and Term Service Short Contract (TSSC), and their appropriate use
- Understand Dispute Resolution under the Term Service Contracts

NEC4 Framework Contract (FC)

The Framework Contract is intended for use in the appointment of one or more suppliers to carry out construction work or to provide design or advisory services on an 'as instructed' basis over a set term. This document contains the core clauses and the contract data forms.

- Achieve an understanding of the NEC4 Framework Contracts (FC) and its application and objectives
- To enable potential users to contract under NEC4 conditions with confidence.
- To demystify the NEC4 terminology, philosophy and general approach to contracting.
- To clarify the key principles of Early Warnings, Compensation Events and Dispute resolution.
- To highlight potential problem areas and propose means of circumventing those problems.

NEC4 Professional Service Contract (PSC)

The NEC4 Professional Service Contract (PSC) is intended for use in the appointment of a supplier to provide professional services. It can be used for appointing project managers, supervisors, designers, consultants or other suppliers under NEC contracts and can also be used for appointing suppliers on non-NEC construction projects or for non-construction projects. NEC4 contracts help to streamline processes, reduce the potential for problems and promote best practice in procurement of professional services.

- Achieve an understanding of the NEC4 Professional Service Contracts (PSC) and its application and objectives
- Understand the Core Clauses.
- Understand the provisions of the contract.
- Understand Breach of Contract.
- An understanding of Adjudication.
- Consideration of the Optional Clauses.

NEC4 Engineering and Construction Contracts (ECC)

The NEC4 Engineering and Construction Contract (ECC) has been developed to be used in the engineering, building and construction industries. From major infrastructure projects to highways construction, this contract enables you to deliver projects on time, on budget and to the highest standards.

- To promote an understanding of the various procurement options available through the use of the 6 main options A to F and Short Contract.
- Achieve an understanding of the NEC Engineering and Construction Contracts (ECC) and its application and objectives
- Understand the Core Clauses.
- Understand the provisions of the contract.
- Understand Breach of Contract.
- To clarify the key principles of Early Warnings, Compensation Events and Dispute resolution.
- To highlight potential problem areas and propose means of circumventing those problems.

NEC4 Design Build and Operate (DBO)

The NEC4 Design Build and Operate Contract (DBO) allows Clients to procure a more integrated whole-life delivery solution. It reflects the increasing demand for contracts extending into the operational phase.

- Achieve an understanding of the NEC4 Design Build and Operate and its application and objectives
- Understand the Core Clauses.
- Understand the provisions of the contract.
- Understand Breach of Contract.

17. NEC4: Advanced Training Course - Exploring NEC4: Term Service Contract, NEC4: Supply Contract and NEC4: Framework Contract

18. NEC 4: Advanced Training Course: Engineering and Construction Contract (ECC) –

- Option A: Priced Contract with Activity Schedule
- Option B: Priced Contract with Bill of Quantities
- Option C: Target Contract with Activity Schedule
- Option D: Target Contract with Bill of Quantities
- Option E: Cost Re-imbursable Contract
- Option F: Managing Contract

19. Water Law of South Africa

The course will provide candidates with knowledge and understanding of the principles of the water law of South Africa. The water law includes a framework on how to manage the water resources and the provision of water services in a holistic and integrated manner. The course will involve all three spheres of government, various organs of State and other organisations. This should take place in accordance with the constitutional mandate and framework as contained in the Constitution of the Republic of South Africa. The course will include the following topics for discussion:

- * The water management policy process,
- * Constitutional mandate relevant to water,
- * Management and protection of the water resources,
- * Utilisation of the water resources,
- * Constitutional requirements when effect is given to the water laws,
- * The legal requirement to involve role-players in decision-making,
- * The role and functions of the different water management institutions,
- * Provision of portable water and sanitation services

20. IPMA 4

The IPMA (International Project Management Association) is a Project Management certification course that consists of four levels, where each level is associated with a particular designation. A university or a diploma degree is not required for pursuing the IPMA certification. Also, there is no requirement for pursuing any other Project Management courses or IPMA courses for attending the exam. The material of the exam is taken from IPMA's Individual Competence Baseline which has its contents divided based on Perspective, People, and Practice.

1. People: This section focuses on building soft skills into individuals so that they become effective leaders and communicate accurately so that they can get the work done.
2. Process: The technical aspects of the Project Management would be handled under this section.
3. Business environment: The connection between Project Management and organizational strategy would be taught under this section.
 1. IPMA Level A
 2. IPMA Level B
 3. IPMA Level C
 4. IPMA Level D

21. Project Management Professional Certification Program (PMP)

Technical competence, along with management skills, will determine how far the candidate can go in your career. This course will help the candidate observe the three stages of a project, acquire knowledge in nine project management areas, and apply management techniques to the unique challenges in the individuals projects.

- * Understanding the fundamentals of engineering project management
- * Key project management skills needed to maximise project performance
- * Planning, organizing, implementing, and controlling engineering projects
- * Managing engineering projects risks
- * Engineering project scheduling and progress measurement techniques

22. Managing Operational Readiness in Large Infrastructure Projects

This course introduces the delegates to the necessity and requirements of operational readiness—a new, emerging project management practice. Examples of projects that were otherwise successful in terms of being on-time, on-budget and to-specifications still failed to meet the intended business and/or operational targets. Furthermore, the processes as well as the five most pertinent requirements of operational readiness are discussed in detail to capacitate project professionals in performing operational readiness.

- * Understand that projects are primarily delivered for the sake of business operations
- * Understand the rationale and requirements pertaining to operational readiness
- * Perceive the five pertinent requirements of operational readiness
- * Understand how a failure or lack of operational readiness would cause any project to fail—even if it might have been otherwise completed successfully.

23. Understanding the 6 Stages of the Project Lifecycle

Project management - included under N (was L)

This course will assist Project managers of how to take your project through the six stages of the Project Life Cycle. The course will cover each stage in detail focusing on the scope, deliverables, services and knowledge areas critical for success. Discussions of why projects go wrong and how the six stages of the project life cycles will assist in the success of your projects:

The course will cover:

- * The pillars of Project management
- * The six stages of the project life cycle
- * The role players - stakeholder management
- * Project challenges
- * Knowledge Areas
- * Contracts - the rule of Engagement
- * Contractor vs employer's perspective
- * Qualitative vs Quantitative approach
- * Case studies and discussions

24. Managing Engineering Processes in Large Infrastructure Projects

This course discusses the main design and development (EDD) process involved in the making of the assets required as part of large infrastructure projects and associated components. Current shortcomings and Systems Thinking/Engineering based methods are introduced to equip the delegates with the tools and techniques to detect and prevent design errors and lead or facilitate the design of complex systems such as road or rail networks, power plants, mines, and mining operations.

- * Have the aptitude to detect/prevent design or other engineering mistakes
- * Have the aptitude to lead/facilitate the design of complex assets and systems
- * Identify engineering outputs
- * Understand how errors in engineering may cause financial/economic and/or reputational failures through project overruns and failure
- * Program Outline

25. Quality and Risk Management, incorporating ISO9001 to Increase Effectiveness of your Project Delivery

This course is a practical guide on how to enhance the effectiveness and efficiency of your business by integrating Quality and Risk Management based on the requirements of ISO9001. Special focus is given to Project Delivery with the final outcome of ISO9001 certification being taken into consideration.

- * Saving Money – Quality and Risk Management leads to increased operational efficiency and reduced errors thereby increasing profit and reducing costs.
- * Improving efficiencies –Quality and Risk Management identifies and maps out processes, informing staff of best practice and preventing reinvention of the wheel.
- * Increased Brand Equity – Quality and Risk Management leads to improved credibility within the marketplace, enhancing reputations and attracting new clients.
- * Winning more Work – Quality and Risk Management leads to increased success rate with regards to proposals, tenders, repeat business, referrals etc.

* Increased Protection – Quality and Risk Management prevent things from going wrong and provide substantiating evidence to protect you when things do go wrong

26. Managing Lifecycle in Large & Complex Infrastructure Projects

This course introduces the delegates to a system's view of the project lifecycle based on Systems Thinking and/or Systems Engineering. It shows how Systems Engineering and project management could work together to enhance the delivery of complex projects.

- * Understand project systems
- * Perceive project complexity
- * Differentiate between asset and project lifecycles
- * Understand contributions of Systems Engineering
- * Understand interactions between project and other disciplines
- * Understand key deliverables
- * Understand project governance

27. The Direct Route to Registration as a Construction Project Manager or Construction Manager

This hands-on course will explain the direct route to registration as a Construction Project Manager or Construction Manager

- * The criteria required for registration and the implications of the project life cycle
- * What makes a good project manager
- * The South African Council for Project and Construction Management Professionals (SACPCMP) registration process and how to complete the application
- * What can be expected in an interview

28. PMI Programme Management Professional (PrPM)

PMI's Program Management Professional (PgMP) ® credential recognizes the advanced experience and skill of program managers. Globally recognized and demanded, the PgMP® demonstrates your proven competency to oversee multiple, related projects and their resources to achieve strategic business goals. PgMP credential holders oversee the success of a program, grouping related projects together to realize organizational benefits not available if they were managed separately. It's the perfect fit if you define projects, assign project managers and oversee programs.

29. PMI Portfolio Management Professional (PfPM)

1. An understanding of the fundamentals of strategic portfolio management
2. Knowledge of the essential tools and methods used in portfolio management
3. Ability to analyze data, assess performance, and optimize portfolios intentionally
4. A comprehensive view of the organization's strategy and its alignment with portfolio investments
5. Understanding of financial metrics and project and program management fundamentals
6. A portfolio management resource repository for use in field scenarios.

30. Negotiations and dispute resolution for contracts

Alternative Dispute Resolution (ADR) can save time and money compared to litigation. Dispute resolution is a key skill for those involved in contract negotiation and management. The course must unpack the pros and cons of each ADR approach, including: arbitration, adjudication, mediation and mutual consultation/negotiation (and negotiation in general) for goods, services and professional services contracts. Learners must be able to confidently recognise and deal with disputes, resolve disputes using the appropriate ADR methods, negotiate new agreements and contracts, know when to walk away from negotiations. Learning outcomes: Defining and recognising disputes, Addressing disputes in contracts, Forms of ADR and how to choose the appropriate one for your situation, negotiation techniques including when to end a negotiation

31. Management of Contract Risk

It is a legislative imperative for local governments in South Africa that contracts deliver in accordance with scope/specification, time and cost and the achievement of value for money. The identification, monitoring and management of contractual risk throughout the contract life cycle, from Planning to Closeout is paramount to achieve successful delivery. On completion of this course learners will be in a position to examine contract risk including evaluation of legal and process and issues relating to the formation of contracts, the legal implications of breach of contract/"non-conformance" as well as assess the impacts of breach of contract and strategies to address these. Learning outcomes include: how to identify various legal, performance, stakeholder and financial risks from the start of the contract lifecycle, appropriate risk responses to apply from Planning through to Close Out, how to create and maintain a contract risk register

32. Contract Close Out

Learners will explore the most overlooked functions of contract administration: contract closeout and develop a working knowledge of the importance of closeout of government contracts, including the general concepts, the steps to successfully complete the closeout process, and the reasoning behind those steps. Learning outcomes: Understand the importance of contract closeouts, identify the typical local government functions that plays a role in closeout, recognize the major steps in contract closeout, determine when a contract is properly finalised and closed, evaluate contractor performance for the life of the contract, administer records retention requirements, understand common closeout issues and how to resolve them.

33. Contract Price Adjustment

Theory, application and calculation of contract price adjustment. Learners will learn the principles to apply in selecting and correctly formulating the appropriate contract price adjustment provision such as:

CPI Consumer Price Index

SEIFSA – Steel Engineering

Manufacturers Price List

ROE – Rate of Exchange

JBCC – Construction Tenders – CPAP – Construction Price Adjustment Provisions

GCC – General Conditions of Contract for Construction Contracts

Standard Professional Services Contract

Gazetted Costs as well as the information/documents required to process the adjustment and correctly calculating the adjustment for each type and common issues/risks relating to contract price adjustment for each type.

34. Force Majeure - South African contract law principles and unpacking force majeure in different contract forms

Learners will gain a basic understanding of the legal principle of force majeure and overview of legal precedent in South African contract law as well as understand the difference between force majeure clauses in the various forms of contract including: type of contract form including National Treasury goods and Services and prescribed contract form for professional services (including construction related professional services) as well as construction contracts: GCC, JBCC, FIDIC and NEC.

35. Breach of contract and termination

Learners will gain a basic understanding of the breach of contract (an in particular what constitutes a material breach) and termination of contract, an overview of legal precedent relating to breach and termination in South African contract law as well as understand the difference between breach of contract clauses in the various forms of contract including type of contract form including National Treasury goods and Services and prescribed contract form for professional services (including construction related professional services) as well as construction contracts: GCC, JBCC, FIDIC and NEC.). Outcomes: basic understanding of breach of contract and termination in law, how to determine when breach is material or not, remedies

applicable to the types of breaches of contract, how to formulate and issue a breach notice in a manner that conforms to the contract terms, appropriate periods for remedying breach if none is stipulated, what to do when the breach has been remedied, what to do if the breach is not remedied including how to terminate a contract and important steps to take post termination.

36. Contract Liability, Insurance and performance guarantees for Contract Management

Learners will gain a basic understanding of liability arising from contracts arising in law (delictual liability as well as contract law), basic overview of South African liability legal precedent (relevant to contracts). The appropriate insurance cover to be required in the contract document to mitigate the impact should liability ensue including public liability insurance, professional indemnity insurance, contractors all risk, motor vehicle and other insurance cover types. Basic overview of insurance law legal precedent relevant to contract management. Performance guarantees (basic principles) and how to call up performance guarantees depending on the type of contract form including National Treasury goods and Services and prescribed contract form for professional services (including construction related professional services) as well as construction contracts: GCC, JBCC, FIDIC and NEC.

37. Penalty clauses

Learners will gain a basic understanding of the importance of and principles to apply in formulating and enforcing penalty clauses, typical effective penalty clauses commonly used in each of the following contract form including National Treasury goods and Services and prescribed contract form for professional services (including construction related professional services) as well as construction contracts: GCC, JBCC, FIDIC and NEC. Supporting provisions (including SLA), information and documents required to enforce a penalty clause and how to recover the penalty amount invoked

38. Services Level Agreements

Learners will gain a basic understanding of what an SLA is, how it differs from the contract concluded between the parties/supports the "main" agreement, the terms that must be included in SLAs, when to use SLAs and how to formulate a basic SLA and effective measures to include in the SLA for ensuring the minimum acceptable standard of service is achieved.

39. Getting Acquainted with being a Resident Engineer: Roads

Duties of the Resident Engineer
Dealing with the client, engineer, contractor, the community, and other role players
Relationships, ethics, and responsibilities
Good record keeping and contract management
Inspections, tests, and approval of construction activities
Quality control and evaluations
Measurement and payment certificates
Supervision and site management

40. Advanced Tendering - Key Principles of Tendering

This process focuses on the important processes needed in order to submit compliant bids to government tenders. Delegates will have an improved contextual framework understanding of the overall bid process for government tenders.

- * Regulatory and Bid Completion
- * Correct Application of the SCM Policy, January 2023
- * Legal Liability in Tenders

41. Pressure Pipeline and Pump Station Design & Specification – A Practical Overview

To help candidates understand the complexity and importance of design and operation of pressure pipelines and pump stations.

- * Selecting appropriate materials and fittings
- * Losses and water hammer
- * How to read and interpret pump duty curves
- * The construction process

- * Selecting the correct design solution

42. Root-Cause Analysis, Incident Investigation and Continual Improvement

Root-Cause Analysis (RCA) is a highly effective methodology for identifying the primary cause or causes of problems and incidents that have occurred and impacted on product or service quality in a company by breaking them down into simple cause-and-effect relationships. A major non-conformance will often require a thoroughly researched Incident Investigation to identify the root causes of the non-conformance.

*Reasons for Root Cause Analyses

Typical Examples of Poor Quality, non-conformances and incidents

* Root Cause Analysis

Root Cause Analysis: 7 Quality Control Tools

Root Cause Analysis: Methodologies

* Practical Application of RCA techniques

43. Mastering Structural Inspections

The intent of this short course is to provide practical methodology for inspecting the condition of a building's structure and envelope for the purpose of carrying out a Building Condition Assessment and identifying problematic and dysfunctional elements. This course is a compilation of basic information, procedures, and references:

- * Identify elements to inspect in building structures.
- * Identify and quantify structural defects.
- * Specify maintenance requirements to ensure safety and avoid asset destruction.
- * Adequate reporting on structural condition assessments.

44. Conflict Management

This programme will guide you to greater competence in the essentials of conflict management and conflict resolution. Conflict is a common phenomenon in the workplace which can result in extremely toxic outcomes. If handled badly it can decrease levels of trust and impact negatively on productivity and delivery on goals. If conflict is handled constructively, it can strengthen the bonds within a team, increase levels of trust and result in better, innovative products and solutions.

Objectives of this course are listed below:

* Behaviour

To help people to deal with conflict in a more constructive manner.

Self-analysis.

Awareness of non-verbal cues and what could be being communicated.

* Insight

To be more conscious of behavioral drivers in other people in the organisation

To have techniques and strategies for conflict resolution

45. Legal Liability Occupational Health and Safety (OHSA)

Claims are very commonplace in the industry. Many claims fail due to the fact that the parties are unsure of when and how to claim. Thus, this course takes an in-depth look at the cause for claims and the procedures to follow in order to notify, to quantify and to submit them so as to enhance the probability of success when bringing a claim. The responsibility of the employer's agent to respond properly and effectively to claims, and how this should be done, is also examined and covered thus eliminating possible disputes from arising in connection with claims.

This course will ensure that you master and become familiar with the Criminal Liability Consequences under the Occupational Health and Safety Act.

* Legal Principles applicable to the OHSA.

* Criminal Liability versus Civil Liability

* Selected Sections under the OHSA, amongst others

* Role and Responsibility of Employer, Employee, Manufacturer, Contractor and Department of Labour

* SHE Representative appointment and Civil liability

* Accidents, Enquiry, Appeal, Incorporate standard and Offence, Penalty and Special Order

* Appointment, Case Law and Workshop

46. ISO 45 001:2018 Occupation Health and Safety

ISO 45001:2018 has been designed to act as a single standard to promote better occupational health and safety (OH&S) management around the world. It incorporates new concepts on OH&S management, helping to strengthen both leadership, management of risk and worker involvement.

- * Align the strategic direction and increase focus on improving health and safety performance.
- * Know how to embed continual improvement at the heart of the organization through an ISO 45001
- * Occupational Health and Safety Management System (OH&S MS).
- * Identify the structure and requirements of an effective system.
- * Apply the key concepts and principles of the standard to existing processes within the organization.

Course should cover:

- * Importance and benefits of an ISO 45 001: 2018 OMS
- * Composition and lay-out of ISO 45 001 - High-Level Structure and Annex A, Terms and Definitions
- * Understanding critical requirements of the standard: Hazard Identification and Risk Assessments, Consultation and Participation
- * Leadership requirements: Commitment, Policy and OHS Objectives
- * Planning and Implementation: Statutory and Regulatory requirements
- * Resource requirements and Operational Controls
- * Monitoring and performance measurement activities
- * Verification and Conformity Assessments

47. SharePoint Office 365 Training:

Understanding what Office 365 and SharePoint Online is.

How to configure SharePoint Policies Settings

How to work with Site Collections

How to work with Sites

How SharePoint online integrates with Microsoft Teams.

Work with User Profiles

Create Managed Metadata and Content Types

Implement and manage Microsoft Search

Understand Viva Topics

Implement Security and Compliance in Office 365

Troubleshooting SharePoint Online user overview

End user overview of creating folders and managing folders on SharePoint

48. Change Management Training

This course will equip delegates to apply Prosci®'s analytical tools and practical approaches to change initiatives, and build organizational capacity and capability in Change Management. Interactive course required to drive change within the organisation.

- Define Change management
- Explain the value of change management
- Apply the Prosci ADKAR Model to facilitate individual change
- Apply the Prosci 3-Phase process for organisational change
- Activate roles that contribute to change success
- Formulate the foundation of a change management plan to address a specific project

COURSE	DESCRIPTION OF COURSE	Estimation of course duration of course in days	Estimated number of sessions per annum
A1	Road to Professional Registration	1	2
A2	Technical Report Writing	3	2
B1	Basic Contract Management & Administration	1	2

COURSE	DESCRIPTION OF COURSE	Estimation of course duration of course in days	Estimated number of sessions per annum
B2	Project Planning and Scheduling	2	2
B3	GCC 2015	2	2
B4	JBCC Edition 6.1 (2014)	2	2
B5	FIDIC Contract Documents	2	2
H1	NEC 4: Full Training	5	2
H2	NEC 4: Advanced Training Course	2	2
H3	NEC 4: Advanced Training Course: Engineering and Construction Contract (ECC)	2	2
C1	Principal Agent (Employer's representative) Roles & Responsibilities	2	2
C2	Delay, Disruption & Extension of Time	2	2
C3	Construction Contracts: Insurances and Liabilities	2	2
C4	Construction Claims: Practical Approach	2	2
C5	Contract Law	3	2
C6	Professional Negligence, Liability & Risk:	2	2
C7	Construction Regulations from a legal perspective	2	2
C8	The Legal Process dealing with Construction Disputes	2	
C9	Construction Claims	2	2
C10	Mastering Engineering and Construction Contracts (Contract Comparison)	2	2
D	D1: MS PROJECT	3	2
	D2: Advanced MS PROJECT	3	2
E	E1: Super Excel	2	2
	E2: Advanced Excel: Reporting and Applications	2	2
F1	CoCT PMBoK	3	10
G1	Speed Reading for Professionals	2	2
H1	NEC4 - Full Training	5	2
H2	NEC4 - Advanced Training Course	2	2
H3	NEC4 - Advanced Training Course (ECC)	2	2
K	K1: Water Law of South Africa	2	2
M1	IPMA Level A		2
M2	IPMA Level B		2
M3	IPMA Level C		2
M4	IPMA Level D		2
N1	Project Management Professional Certification Program (PMP)	4	2
N2	Project Management Essentials for Engineers & Other BEP Professionals	3	2
N3	Managing Operational Readiness in Large Infrastructure Projects	2	2
N4	Understanding the 6 Stages of the Project	2	2

COURSE	DESCRIPTION OF COURSE	Estimation of course duration of course in days	Estimated number of sessions per annum
	Lifecycle		
N5	Managing Engineering Processes in Large Infrastructure Projects	2	2
N6	Quality and Risk Management, incorporating ISO9001 to Increase Effectiveness of your Project Delivery	2	2
N7	Managing Lifecycle in Large & Complex Infrastructure Projects	2	2
N8	The Direct Route to Registration as a Construction Project Manager or Construction Manager	2	2
N9	PMI Programme Management Professional (PrPM)	4	2
N10	PMI Portfolio Management Professional (PfPM)	4	2
O1	Negotiations and dispute resolution for contracts	2	2
O2	Management of Contract Risk	2	2
O3	Contract Close Out	2	2
O4	Contract Price Adjustment	2	2
O5	Force Majeure - South African contract law principles and unpacking force majeure in different contract forms	2	2
O6	Breach of contract and termination	2	2
O7	Contract Liability, Insurance and performance guarantees for Contract Management	2	2
O8	Penalty clauses	1	2
O9	Services Level Agreements	2	2
P1	Getting Acquainted with being a Resident Engineer: Roads	2	2
Q1	Advanced Tendering - Key Principles of Tendering	2	2
R1	Problem Solving and Decision Making	2	
S1	Pressure Pipeline and Pump Station Design & Specification – A Practical Overview	3	2
T1	Root-Cause Analysis, Incident Investigation and Continual Improvement	2	2
U1	Mastering Structural Inspections	2	2
V1	Conflict Management	1	2
W1	Legal Liability Occupational Health and Safety (OHSA)	2	2
W2	ISO 45 001:2018 Occupation Health and Safety	2	2
X	SharePoint Office 365 Training:	1	2
Y	Change Management Training	3	2

2.3. MINIMUM MANDATORY REQUIREMENTS

1. All learning must be competency based and accredited by both the Skills Education Training Authority (SETA) and *either* the Engineering Council of South Africa (ECSA) or South African Council for the Project and Construction Management Professions (SACPCMP) with Continuous Professional Development (CPD) credit allocation.
2. The tender will be evaluated and awarded per course specified.
3. Training courses must, as far as possible, be customized to Local Government and City of Cape Town requirements. Tenderers must ensure that case studies or examples that are used in the

course material originate from local government and/or City of Cape Town experiences.

2.4. PRICING SCHEDULE

1. All items pertaining to a particular course must be priced, including the separate items for the training guides. These prices must include the preparation and supply of an easy to use training guide for each candidate/delegate.
2. Training guides are to include explicit examples that candidates/delegates can use as reference.
3. NEC Training Guides are made up of the following, please price accordingly:

Item No	Consist Of:	Format
H1.4 - NEC4 - Full Training:	NEC4: Term Service Contract (TSC) NEC4: Professional Service Contract (PSC) NEC4: Framework Contract (FC) NEC4: Engineering and Construction Contract (ECC) - Option A to F NEC4: Design Build and Operate (DBO)	Paperbound
H1.5 - NEC4 - Full Training:	NEC4: Term Service Contract (TSC) NEC4: Professional Service Contract (PSC) NEC4: Framework Contract (FC) NEC4: Engineering and Construction Contract (ECC) - Option A to F NEC4: Design Build and Operate (DBO)	PDF, sourced from NEC distributor
H2.4 - NEC4: Advanced Training Course	NEC4: Supply Contract (SC) NEC4: Supply Short Contract (SSC) NEC4: Dispute Resolution Service Contract (DRSC)	Paperbound
H2.4 - NEC4: Advanced Training Course	NEC4: Supply Contract (SC) NEC4: Supply Short Contract (SSC) NEC4: Dispute Resolution Service Contract (DRSC)	PDF, sourced from NEC distributor
H3.4 - NEC4: Advanced Training Course: Engineering and Construction Contract (ECC)	NEC4: Engineering and Construction Contract (ECC) - Option A to F • Option A: Priced Contract with Activity Schedule • Option B: Priced Contract with Bill of Quantities • Option C: Target Contract with Activity Schedule • Option D: Target Contract with Bill of Quantities • Option E: Cost Re-imbursable Contract • Option F: Managing Contract	Paperbound
H3.4 - NEC4: Advanced Training Course: Engineering and Construction Contract (ECC)	NEC4: Engineering and Construction Contract (ECC) - Option A to F • Option A: Priced Contract with Activity Schedule • Option B: Priced Contract with Bill of Quantities • Option C: Target Contract with Activity Schedule • Option D: Target Contract with Bill of Quantities • Option E: Cost Re-imbursable Contract	PDF, sourced from NEC distributor

	• Option F: Managing Contract	
--	-------------------------------	--

4. The price must include all travelling and accommodation costs of the course presenters/trainers.
5. The Tenderer will arrange and cover costs of refreshments and lunch. Costs to be in accordance with the CoCT's Catering Policy, the current rate is R55 per person per day (excluding VAT). Please refer to the CoCT Catering policy document.
[1 \(capetown.gov.za\)](http://1.capetown.gov.za)
6. The City of Cape Town will provide the training venues within Cape Town as per availability for classroom training only. The pricing schedule accommodates a venue cost for the classroom trainings. Service providers are to ensure that they price for a Cape Town venues near the Civic Centre in CBD Cape Town. Any additional training equipment such as flipcharts, lap tops etc. must be provided by the service provider.
7. The preferred platform for all online training should be conducted via Skype for Business or **equivalent**.
8. A pre-training meeting will be held in order to agree on expected performance standards, logistics, etc. after award but prior to the commencement of the training.
9. The City of Cape Town will give 5 working days' notice to Service Providers in case of a course being cancelled due to insufficient demand.
10. Only Candidates that attend the full course should be billed for.

2.5. TIME FRAMES

In view of the number of potential candidates for the envisaged training, this tender will be for a fixed term contract, ending 30/06/2027.

2.6. FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (**Schedule XX: Annex X**).
- b) B-BBEE Sub-Contract Expenditure Report (**Schedule XX: Annex X**).
- c) Joint Venture Expenditure Report (**Schedule XX: Annex X**).

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.

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.

2.7 TRADE NAMES OR PROPRIETARY PRODUCTS

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

(14) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

NOT APPLICABLE