


TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10

TENDER NO: 292S/2025/26

TENDER DESCRIPTION: PROVISION OF CLEANING, GARDENING AND SAFETY SERVICES IN SELECTED PRECINCTS IN CAPE TOWN

CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

CLOSING DATE **24th July 2026**

CLOSING TIME **10:00 am**

TENDER BOX NUMBER **202**

TENDER FEE **R200**

Non – refundable tender fee payable to the 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 (hereinafter the “Tenderer”)	
TRADING AS (if different from above)	
Registration number of Tenderer	
Physical address and chosen domicilium citandi et executandi of Tenderer	

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

Alternative Offer (see clause 2.2.11.1)	
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TENDER SERIAL NO.:
SIGNATURES OF CCT OFFICIALS AT TENDER OPENING
1
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THE TENDER

T.1 GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : 19th June 2026
- SITE VISIT/CLARIFICATION MEETING** : Time: **10:00 AM** on Date: **1st July 2026**
(Not compulsory, but strongly recommended)
- VENUE FOR SITE VISIT/CLARIFICATION MEETING** : **MS Teams:**
Meeting ID: 385 079 333 742 232
Passcode: 4iK6mk2z
- 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 and signed 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. 292S/2025/26: - TENDER DESCRIPTION: PROVISION OF CLEANING, GARDENING AND SAFETY SERVICES IN SELECTED PRECINCTS IN CAPE TOWN**", the tender box number. 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** : Email: **scm.tenders26@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"

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

2.1.1.1 The City of Cape Town (hereafter referred to as the “CCT”) and each tenderer submitting a tender offer (hereinafter referred to as the “tenderer” or the “supplier”) shall comply with item T.2 of this Tender Document Goods and Services (hereinafter referred to as these “Conditions of Tender”). The tenderer and the CCT shall collectively hereinafter be referred to as the “Parties” and individually a “Party”). In their dealings with each other, the Parties shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, and shall comply with all legal obligations imposed on the Parties herein and in accordance with all applicable laws.

The Parties agree that this Tender Document Goods and Services (hereinafter referred to as the “Tender” / “Tender Document”), its evaluation and acceptance and any resulting 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 and as amended from time to time. If the CCT adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender (hereinafter referred to as the “Contract”), such clause shall also be applicable to that Contract. Please refer to this document contained on the CCT’s website.

Abuse of the supply chain management system is not permitted and may result, inter alia, (1) in the tender being rejected; (2) cancellation of the contract; (3) restriction of the supplier, and/or (4) the exercise by the CCT of any other remedies available to it as provided for in the SCM Policy and/or the Contract and/or this tender and/or any applicable laws .

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 Annexure F to the contract (hereinafter referred to as the “returnable documents” / “Returnable Schedules”) are part of these

Conditions of Tender and are specifically hereby incorporated into these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable Documents which are required for CCT's tender evaluation purposes herein, shall form part of the Contract arising from the CCT's corresponding 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 / tenderers by its Director: Supply Chain Management or his nominee. Similarly, any communication of the tenderer / supplier that is not reduced to writing by the tenderer / supplier, its employees, agents or advisors, shall not be regarded as binding on the CCT, unless communicated to the CCT in writing by the suppliers / tenderers, or their duly authorised representatives.

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 corresponding 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 three tenderers (the highest ranked tenderer ("the winner") and in addition two "alternative 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 alternative tenderers).

The contract period shall be for a period of **36** months from the commencement date of the contract.]

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 Standby Bidder

“Standby Bidder” means a bidder, identified by the CCT 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 Standby Bidder in terms of the procedures included its SCM Policy, as amended from time to time.

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 CCT 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 CCT, 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 CCT 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, Office of the City Manager

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

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

Via email at: MSA.Appeals@capetown.gov.za

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

The City Manager - C/o the Manager: Access to Information Unit, Legal Service Department, Office of the City Manager

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

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

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

2.1.6.6 The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).

For purposes of this clause 2.1.6.6, the contract and these Conditions of Tender, the terms “data subject”, “Personal Information” and “Processing” shall have the meaning as set out in section 1 of POPIA, and “Process” shall have the corresponding meaning.

The CCT, its employees, representatives and sub-contractors may, from time to time, Process the tenderer's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, the contract and these Conditions of Tender, for research purposes, and/or as otherwise may be envisaged in the CCT's Privacy Notice and/or in relation to the CCT's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the Processing of the latter Personal Information by the CCT’s due diligence assurance provider, professional advisors and the Appeal Authority as applicable. The CCT’s justification for the processing of such aforesaid Personal Information is based on section 11(1)(b) of POPIA, i.e., in terms of which the CCT’s Processing of the said Personal Information is necessary to carry out actions for the conclusion and/or performance of the contract, to which the applicable data subject (envisaged in this clause 2.1.6.6 above) is a party.

All requests relating to data protection must be submitted in writing to:

The City Manager - C/o the Information Officer, Office of the City Manager

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

Via post at: Private Bag X9181, Cape Town, 8000

Via email at: Popia@capetown.gov.za.

2.1.6.7 Compliance to the CCTs Appeals Policy.

In terms of the CCT's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals.

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Annexure F.13: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as $\frac{1}{2}$ (Administrative cost of the tender appeal) + 0.25 % (Appellant's tender price).

Should the payment of the administration fee of R300.00 or the surcharge not be received, such fee or surcharge will be added as a Sundry Tariff to the bidder's municipal account.

In the event where the bidder does not have a Municipal account with the CCT, the fee or surcharge may be recovered in terms of the CCT's Credit Control and Debt Collection By-law, 2006 (as amended) and its Credit Control and Debt Collection Policy.

2.1.7 CCT 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 CCT'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 CCT'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 and the Conditions of Tender. An 'acceptable tender must "COMPLY IN ALL" aspects with the tender, Conditions of Tender, all Specifications (i.e., item C.5 below, hereinafter the "Specifications"), pricing instructions herein and the Contract including its conditions.

2.2.1.1.1 Submit a tender offer

Only those tender submissions from which it can be established, *inter alia* 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 below 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 below to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided, where applicable.
- 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 below 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 below 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 below to be completed);

- g) The tenderer (including any of its representatives, 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, who is directly or indirectly involved or associated with the bid specification committee;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the CCT** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);
- l) The tenderer (including any of its representatives, 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 representatives, directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.
- n) PSIRA accreditation will be required at the time of award for both the Entity and Security Manager as part of the key personnel.

2.2.1.1.3 Compulsory clarification meeting

Not Applicable

2.2.1.1.4 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	Maximum possible score
Tendering Entity	40
Key personnel	30
Maximum possible score for functionality	70

The minimum qualifying score for functionality is **45** out of a maximum of **70**.

Where the entity tendering is a Joint Venture, the tenderer's tender response must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture. Lead partner to submit evidence to be able claim functionality points under each of the evaluation criteria listed in the above-referenced table and ensuing tables under this section.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide the evidence required under the functionality criteria, will result in the tenderer not being allocated any functionality points and will result in a zero allocation of points.

A more detailed explanation of the functionality criteria is given below:

Tendering Entity

The Tenderer is to attach a record of contracts undertaken during the last five years to Schedule F.13.1 (A – E) (Part C.8 Annexures). Only contracts completed at the time of tender closing will be considered for functionality scoring. Completion certificates and/ or verifiable reference letters from previous employer/s will serve as evidence.

Scoring Criteria	Score	Maximum points per Item	Total Maximum Points
Precinct Management (or equivalent)*:		5	25
Less than one year	0		
1 to 3 years	2		
More than 3 years	5		
Horticultural and arborist maintenance:		5	
Less than one year	0		
1 to 3 years	2		
More than 3 years	5		
Landscape installations:		5	
Less than one year	0		
1 to 3 years	2		
More than 3 years	5		
Cleaning:		5	
Less than one year	0		
1 to 3 years	2		
More than 3 years	5		
Safety and Security:		5	
Less than one year	0		
1 to 3 years	2		
More than 3 years	5		
Value of previous contracts to the value of R5 000 000 or more (any contract below R5 000 000 will not be considered and will score zero points)	Max 5 contracts	3 points per contract	15
Total maximum score for tendering entity			40

Functionality Criteria Guidance Descriptions
<p>A. Precinct Management (or Equivalent)</p> <p>Tenderers must demonstrate experience in the coordinated management of urban or public precincts, including multi-stakeholder environments (e.g. municipalities, improvement districts, or similar entities). This includes oversight of operations, stakeholder engagement, reporting, service integration (cleaning, safety, maintenance), and implementation of service level agreements. Evidence should show the ability to manage complex, multi-disciplinary service environments and ensure consistent service delivery across a defined geographic area.</p>
<p>B. Horticultural Maintenance</p> <p>Tenderers must demonstrate experience in the ongoing maintenance of landscaped or green spaces, including activities such as grass cutting, pruning, planting, irrigation management, fertilising, and general vegetation control. Experience should reflect knowledge of sustainable practices, compliance with environmental requirements, and the ability to maintain public-facing spaces to acceptable aesthetic and safety standards.</p>
<p>C. Landscape Installations</p> <p>Tenderers must demonstrate experience in the installation or upgrading of landscaped environments, including planting, soil preparation, hard and soft landscaping elements, and irrigation system installation. Evidence should show the ability to deliver projects to specification, within programme and budget, and in compliance with environmental and design standards. Projects of similar complexity and scale will be considered.</p>
<p>D. Cleaning</p> <p>Tenderers must demonstrate experience in providing cleaning services in public or commercial environments, including litter picking, street or precinct cleaning, waste management, and cleaning of public facilities. Experience should show adherence to health, safety, and environmental standards, and the ability to maintain high levels of cleanliness in high-footfall or exposed environments.</p>
<p>E. Safety and Security</p> <p>The Tendering Entity must demonstrate experience in the provision of safety and security services in public or semi-public environments, including visible patrolling, incident response, and coordination with law enforcement or relevant authorities. Confirmation of Tendering Entity's compliance with PSiRA registration will be required at time of award, as well as appropriate staff training, and the ability to operate within an integrated precinct or urban management context.</p>

Contracts which cover more than one of the above experience areas (precinct management, horticultural maintenance, etc.) can be repeated in the different returnable sheets, as applicable. These contracts will however only be counted once when evaluating in terms of value of the contracts.

Key Personnel

All key personnel positions required by the Specifications need to be satisfied to be considered responsive.

The Tenderer must complete Schedule F.13.2 (A - C) (Part C.8 Annexures) with respect to key personnel. The Curriculum Vitae (CV) of each of the key personnel will fulfil the requirements in the table below. The same individual's CV may only be used in one (1) category. Failure to attach a CV for each of the sub-categories will result in a score of zero.

Letters of good standing of the Tendering Entity and responsible Security Manager

Scoring Criteria	Score	Maximum points per Item	Total Maximum Points
Contract Manager:		12	30
Details of experience:			
Less than 2 years	0		
Between 2 and 5 years	4		
Between 5 and 9 years	8		
10 years or more	12		
Operations Manager:		9	
Details of experience:			
Less than 2 years	0		
Between 2 and 5 years	3		
Between 5 and 9 years	6		
10 years or more	9		
Security Manager:		9	
Details of experience:			
Less than 2 years	0		
Between 2 and 5 years	3		
Between 5 and 9 years	6		
10 years or more	9		

Functionality Criteria Guidance Descriptions – Key Personnel
<p>A. Contract Manager</p> <p>The Contract Manager must demonstrate experience in the overall management of multi-disciplinary service contracts of a similar nature and scale. This includes responsibility for contract governance, stakeholder engagement, compliance with contractual obligations, financial oversight, performance monitoring, and reporting.</p> <p>The CV should clearly reflect:</p> <ul style="list-style-type: none"> • Experience managing contracts involving multiple service streams (e.g. cleaning, maintenance, safety/security) • Experience engaging with public sector clients, community stakeholders, or similar governance structures (or equivalent) • Proven ability to manage service delivery performance against agreed KPIs or SLAs • Experience in contract administration, including reporting, risk management, and dispute resolution <p>Evidence of managing projects or contracts in complex, public-facing or urban environments will be advantageous.</p>
<p>B. Operations Manager</p> <p>The Operations Manager must demonstrate experience in the day-to-day coordination and supervision of operational service delivery across one or more functional areas (e.g. cleaning, horticulture, maintenance). The role requires the ability to manage teams, allocate resources, ensure service quality, and respond to operational issues in real time.</p> <p>The CV should clearly reflect:</p> <ul style="list-style-type: none"> • Experience in supervising field operations and managing operational staff

- Competence in planning, scheduling, and resource allocation
- Experience in implementing health, safety, and environmental compliance measures
- Ability to maintain service delivery standards in high-demand or public-facing environments

Experience in integrated service environments or precinct-level operations management will be advantageous.

C. Security Manager

The Security Manager must demonstrate experience in the management and coordination of security operations in public or semi-public environments. This includes responsibility for personnel supervision, incident response management, compliance with statutory requirements, and coordination with law enforcement or relevant authorities.

The CV should clearly reflect:

- Experience in managing security teams and operations
- Compliance with statutory requirements (e.g. valid PSiRA registration at time of tender award and/or when required)
- Experience in developing and implementing security plans, patrol strategies, and incident reporting systems
- Ability to manage safety risks and respond effectively to incidents in real time

Experience in urban precincts, events environments, or high-footfall public spaces will be advantageous.

2.2.1.1.5 Provision of samples (Not Applicable)

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

2.2.5 Reference documents

The tenderer shall 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 document(s) by reference.

2.2.6 Acknowledge and comply with notices

The tenderer shall acknowledge receipt of notices to the tender documents, which the CCT may issue, and shall fully comply with all instructions issued in the said 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 the said 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 or other lawful means.

2.2.7 Clarification meeting

The tenderer shall 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 (i.e., in item T.1 above).

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

2.2.8 Seek clarification

The tenderer shall 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 (i.e., in item T.1 above), where possible.

2.2.9 Pricing the tender offer

2.2.9.1 The tenderer shall comply with all pricing instructions as stated on the Price Schedule.

2.2.10 Alterations to documents

The tenderer shall 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 Conditions of Tender, the tenderers may 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/she/it 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 tender offer to 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 as set out in the tender document.

2.2.11.2 Acceptance of an alternative tender offer by the CCT may be based only on the criteria stated in the Conditions of Tender or applicable criteria otherwise acceptable to the CCT.

2.2.12 Submitting a tender offer

2.2.12.1 The tenderer is required to 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 Conditions of Contract and described in the Specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Tender Returnable Documents duly completed and signed will be declared responsive.

2.2.12.2 The tenderer shall return the entire tender 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** The tenderer shall sign the original tender offer where required in terms of the Conditions of Tender. The tender shall be signed by a person duly authorised by the tenderer to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation / founding document 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.
- 2.2.12.4** Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender 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 (i.e., item T.1 above), as well as the tenderer’s name and contact address.
- 2.2.12.5** The tenderer shall 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.
- 2.2.12.6** 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.
- 2.2.12.7** Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.
- 2.2.12.8** By signing the offer part of the Form of Offer (**Section 5, Part A hereto**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.
- 2.2.12.9** Tenderers shall properly deposit its bid 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.
- 2.2.12.10** 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

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 The tenderer shall ensure that the CCT receives the tender offer, together with all applicable documents specified herein, at the address specified in the General Tender Information herein prior to the closing time stated on the front page of the tender document.

2.2.14.2 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 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 The tenderer shall warrant 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 in clause 2.2.15.1 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the CCT 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 by the parties, administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.

In circumstances where the validity period of a tender has expired, and the tender has not been awarded, the tender process is considered “completed”, despite there being no decision (award or cancellation) made. This anomaly does not fall under any of the listed grounds of cancellation and should be treated as a "non-award". A “non award” is supported as a recommendation to the CCT’s Bod Adjudication Committee (“BAC”) for noting.

2.2.15.3 A tenderer may request in writing, after the closing date, that its 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, without prejudice to the CCT's other rights and/or remedies available to it in accordance with any applicable laws.

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

Tenderers shall promptly provide clarification of its 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 Tenderer's shall promptly provide, upon 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 The tenderer shall 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 entity to a Consortium/Joint Venture bid shall submit separate certificates/statements in the above regard.

2.2.17.3 Tenderers shall be required to 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

Tenderers shall provide access during working hours to premises for inspections, tests and analysis as provided for in the Conditions of Tender or Specifications.

If the Specifications 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. Preference Points for Specific Goals

In order to qualify for preference points for Specific Goals, it is the responsibility of the tenderer to submit sufficient, relevant and verifiable documentary proof in support of any claim for preference points.

Failure to submit adequate and verifiable evidence may result in the non-awarding of preference points claimed.

Tenderers are further referred to the Preference Schedule for the detailed methodology, scoring criteria, and conditions applicable to the allocation of preference points for Specific Goals.

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 Compliance Status PIN 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 record 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 Compliance Status Pin.

Before making an award the CCT 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 CCT, 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 CCT via CSD or e-Filing. The CCT 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

By responding to the tender herein, 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.

2.2.22 Collection and issuing of tender documents

The CCT will only issue tender documents through its Tender Distribution Office and/or the official CCT tender portal. Bidders who obtain documents through any means other than described herein, will not be known to the CCT and may thus not receive tender notices and addendums. Tenderers are not allowed to distribute tender documents to other potential bidders.

It is the responsibility of bidders who obtain documents through any means other than described herein, to notify the CCT tender representative thereof that they are participating in the tender. The CCT accepts no liability for any tender notices or addendums not reaching any bidders who obtained documents through any means other than described herein or who provided incorrect contact details to the CCT.

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

2.3.1.1 Unless otherwise stated in the Conditions of Tender, the CCT shall 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 duly authorised representative for the purpose of this tender is stated on the General Tender Information page above.

2.3.2 Issue Notices

If necessary, the CCT may 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 CCT 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, CCT shall open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the Conditions of Tender.

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 Conditions of Tender that a two-envelope system is to be followed, the CCT shall 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 Conditions of Tender and announce the name of each tenderer whose technical proposal is opened.

2.3.4.2 The CCT shall 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. The CCT shall open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the Conditions of Tender, and announce the total price and any preference claimed. Return unopened financial proposals to tenderers whose technical proposals were non-responsive.

2.3.5 Non-disclosure

The CCT shall 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

The CCT shall 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 The CCT may 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 Conditions of Tender.

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 (Section 7)**:

- Based on the sum of the prices/rates in relation to a typical project/job.

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 90/10 preference point system will apply to this tender or the lowest acceptable tender will be used to determine the applicable preferences

The 90/10 price/preference points system will be applied to the evaluation of responsive tenders above a Rand value of R50'000'000 (all applicable taxes included), whereby the

order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

$$P_s = 90 \times \frac{1 - (P_t - P_{min})}{P_{min}}$$

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:

Table B2: Awards above R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10)
	<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>	
1	<p>Promotion of Micro and Small Enterprises <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></p>	4
2	<p>Enterprise Supplier Development and Socio-Economic Development <i>> 15% of total expenditure = 3 points</i> <i>> 10% up to 15% of total expenditure = 2 points</i> <i>>= 5% up to 10% of total expenditure = 1 points</i> <i>< 5% of total expenditure = 0 points</i></p>	3
3	<p>Skills Development OR Employee Share Scheme</p> <p>Skills Development <i>> 5% of total profit = 3 points</i> <i>> 3% up to 5% of total profit = 2 points</i> <i>>= 1% up to 3% of total profit = 1 points</i> <i>< 1% of total profit = 0 points</i></p> <p>OR Employee Share Scheme <i>> 15% employee ownership = 3 points</i> <i>> 10% up to 15% employee ownership = 2 point</i> <i>>= 5% up to 10% employee ownership = 1 point</i> <i>< 5% employee ownership = 0 point</i></p>	3

	Total points	10

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:

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

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

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

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

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

In terms of the CCT’s SCM Policy, 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 CCT'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 CCT, to perform the contract free of conflicts of interest.

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

2.3.12.4 The CCT reserves the right 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 CCT as a result of (inter alia):

- a) reports of poor governance or unethical behaviour, or both;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the CCT;
- d) negative media reports, including negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; and
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.4.8)

of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.

2.3.12.5 The CCT reserves the right to nominate an Standby 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 Standby 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		
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TENDER NO: 292S/2025/26

TENDER DESCRIPTION: PROVISION OF CLEANING, GARDENING AND SAFETY SERVICES IN SELECTED PRECINCTS IN CAPE TOWN

CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

THE CONTRACT

THE CITY OF CAPE TOWN	
A metropolitan municipality, established in terms of the Local Government: Municipal Structures Act, 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended (“the Purchaser”) herein represented by	
AUTHORISED REPRESENTATIVE	

AND

SUPPLIER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The “Supplier” / “tenderer”)	
TRADING AS (if different from above)	
REGISTRATION NUMBER	
PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANI ET EXECTUANDI OF THE SUPPLIER	
AUTHORISED REPRESENTATIVE	

CAPACITY OF AUTHORISED REPRESENTATIVE	
--	--

(HEREINAFTER COLLECTIVELY REFERRED TO AS “THE PARTIES” AND INDIVIDUALLY A “PARTY”)

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

C.1 DETAILS OF TENDERER/SUPPLIER

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	
CCT 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	c) Does the tenderer have any source of income in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No

Other Required registration numbers	
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C.2 FORM OF OFFER AND ACCEPTANCE

TENDER 292S/2025/26: PROVISION OF CLEANING, GARDENING AND SAFETY SERVICES SELECTED PRECINCTS IN CAPE TOWN

C.2.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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.

SIGNED AT _____ (PLACE) ON THE ____ (DAY) OF _____ (MONTH AND YEAR)

 For and on behalf of the Supplier
 (Duly Authorised)
 Name and Surname:

 Witness 1 Signature
 Name and Surname:

 Witness 2 Signature
 Name and Surname:

INITIALS OF CCT OFFICIALS

1	2	3
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FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 292S/2025/26: PROVISION OF CLEANING, GARDENING AND SAFETY SERVICES SELECTED PRECINCTS IN CAPE TOWN

C.2.2 Acceptance (To Be Completed by the CCT)

By signing this part of this *Form of Offer and Acceptance*, the CCT accepts the tenderer's (if awarded the Supplier's) offer. In consideration thereof, the CCT shall pay the Supplier the amount due in accordance with the conditions of contract. Acceptance of the Supplier's offer shall form an agreement between the CCT and the Supplier upon the terms and conditions contained in this document.

The terms of the agreement are contained in the Contract (as defined) including drawings and documents or parts thereof, which may be incorporated by reference.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT 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 the *Schedule of Deviations*.

The Supplier shall within 2 (two) weeks after receiving a complete, copy of the Contract, including the *Schedule of Deviations* (if any), contact the CCT to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms the *Special Conditions of Contract*. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation / breach of the agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the Commencement Date, being the date upon which the Supplier confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including amendments or deviations contained in the *Schedule of Deviations* (if any).

For and on behalf of the City of Cape Town
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 292S/2025/26: PROVISION OF CLEANING, GARDENING AND SAFETY SERVICES SELECTED PRECINCTS IN CAPE TOWN

C.2.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)

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 to become an obligation of the Contract, shall be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall form part of the Contract.

1 Subject

..

Details

..

2 Subject

..

Details

..

3 Subject

..

Details

..

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

.....
.....

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 *Tender Returnable Documents*, 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 Commencement Date, shall have any meaning or effect between the Parties arising from the agreement.

ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 292S/2025/26: PROVISION OF CLEANING, GARDENING AND SAFETY SERVICES SELECTED PRECINCTS IN CAPE TOWN

C.2.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the *Schedule of Deviations* (if any) on:

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CCT (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 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 (hereafter "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

CCT for and on behalf of

**ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE**

C.4 PRICE SCHEDULE

Bid specifications may not make any reference to any particular trademark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words “or equivalent”.

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’

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 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. HR related costs such as leave and UIF, uniforms and equipment, transport, travel time, 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 CCT may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 In cases where there are no suitable prices which include provisions for labour, and prices need to be based on the time based (hourly, daily, weekly, monthly) rates, the application of the time-based rates shall be as follows:
 - 5.7.1 The decision shall be based on the Conditions of Employment Act 75 of 1997 (as amended).
 - 5.7.2 The National minimum wage sector determination. See 5.9 below.
 - 5.7.2 The work shifts must be structured within normal shifts. No routine overtime will be paid for. The make-up and deployment of teams need to consider this. The Price Schedule provides for overtime rates, which will only be paid in exceptional circumstances (eg, events) and Sunday overtime payable as part of routine shifts (i.e., legal requirement of 1.5 times normal rate). Overtime shall only be paid by the Purchaser if requested by the Purchaser in writing.
 - 5.7.2 Rates shall always be applied in a cascading format starting with the most appropriate and stepping down to meet the specific requirements in such a way that the employer incurs the lowest cost for the services provided.
 - 5.7.3 Staff working overtime to cover for staff who are not available for their shifts will not be paid overtime by the Purchaser. This of course does not exonerate the Supplier from having to pay the employee overtime.
- 5.8 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.
- 5.9 The City will test the values and other data provided against key component costs, in which regard it will be entitled to use minimum legislative requirements and standards of current Road Freight Industry and City’s Disposal tariffs (General Waste) in respect of those costs to evaluate the viability of the tender. Any increases will be adjusted in accordance with the Sectorial determinations and CCT disposal tariff policy.
- 5.10 All rates shall be all-inclusive of labour, plant, materials, overhead charges and profit unless otherwise stated in the specifications.
- 5.11 Payment for time-based staff and plant requires completed daily diaries to be submitted per team.

Item No. 1: General Items

Item	Specification Reference	Description	Unit	Rate (in R)
1.1	7.1	Site establishment including services and on-site facilities	Sum	
1.2	7.1	Supply and installation of 2.4m high security fence	m	
1.3	7.1	Supply and installation of 2.4m high hoarding	m	
1.4	7.1	Extra over Items 1.1 and 1.2/1.3 for ongoing cleaning and maintenance of facilities, including ablution facilities for all staff, at the offices and at the work sites. Ongoing cleaning and maintenance of all site facilities, including staff ablution facilities at offices and work sites, in accordance with Clause 8 (Health & Safety) and applicable public health regulations. Cleaning standards, frequency and inspection requirements shall be strictly adhered to as per contract specifications and Purchaser instructions.	Month	
1.5	7.1	De-establishment and handing the premises back to the City in the same condition	Sum	
1.6	7.2 & 7.3	All administrative, overhead and other costs associated with the establishment of resources to undertake the full scope of the work. All administrative and overhead costs related to mobilisation and establishment of resources, limited to pre-defined and contractually allowable cost categories. Any cost not explicitly provided for shall be deemed included in the tendered rates. All administrative and overhead costs related to mobilisation and establishment of resources, limited to pre-defined and contractually allowable cost categories. Any cost not explicitly provided for shall be deemed included in the tendered rates.	Sum	
1.7		All administrative and other overhead costs associated with the ongoing management of resources to undertake the full scope of the work. Administrative and overhead costs directly attributable to ongoing contract management shall be included in tendered rates. No additional claims will be accepted unless pre-approved in writing and supported by verifiable records aligned with municipal financial policy.	Month	
1.8	7.7	Wayleave applications to all authorities with respect to a particular site and compliance thereto. The Contractor shall be responsible for submission and management of all wayleave applications and compliance with approval conditions. Delays attributable to third-party authorities shall not result in penalties where the Contractor demonstrates timely submission and documented follow-up.	Sum per site/location	
1.9	8	Compliance with all health and safety requirements:		
1.9.1		Provision of a Health and Safety plan, approved by the Purchaser. A project-specific Health and Safety Plan shall be submitted within 14 days of contract commencement and must receive written approval from the Purchaser prior to site establishment.	Sum	
1.9.2		Oversight, assessment of health and safety risks, inspections and training	Month	
1.9.3		Provision of personal protective clothing as specified. PPE shall be provided to all personnel in full compliance with Clause 8, SANS standards and the Occupational Health and Safety Act. Proof of compliance shall be available for inspection at all times.	Month	
1.9.4		Supply, placement and removal of traffic cones (750mm high). Supply and deployment of traffic cones (minimum 750mm, SABS approved) shall comply with the South African Road Traffic Signs Manual (SARTSM).	Cone per day	
1.10	9	Compliance with all environmental requirements:		
1.10.1		Provision of an Environmental Management Plan, approved by the Purchaser	Each	
1.10.2		Oversight, assessment of environmental risks, inspections and enforcement of Environmental Management Plan	Month	
1.10.3		Safe storage and handling of hazardous chemical substances including Material Safety Data Sheets. All hazardous substances shall be stored, handled, and disposed of in compliance with OHS and environmental legislation. Current MSDS documentation must be maintained on-site and available for inspection at all times.	Month	

Item No. 2: Precinct Management, Cleaning, Gardening and Safety

Item	Specification Reference	Description	Unit	Rate (in Rand)
2.1		Precinct Management: All reports, minutes, and SLAs shall be prepared using Purchaser-approved templates and submitted within agreed timelines in both PDF and editable formats. Submission registers shall be maintained as proof.		

Item	Specification Reference	Description	Unit	Rate (in Rand)
2.1.1	6.4.2.1	Establish links with stakeholders and coordinate services, report including minutes of meetings.	Month	
2.1.2		Extra over item 2.1.1:		
2.1.2.1	6.4.2.1	Prepare Service Level Agreement (SLA) between City departments, CIDs and Supplier.	Sum per SLA	
2.1.3		Reporting:		
2.1.3.1	6.4.2.2	Short weekly progress reports	Report	
2.1.3.2	6.4.2.2	Monthly progress reports	Report	
2.2		Cleaning and waste management Items 2.2.1–2.2.2 All cleaning and waste management activities shall comply with the National Environmental Management: Waste Act and municipal by-laws. Disposal records, manifests, and compliance reports shall be submitted monthly. Items 2.2.3–2.2.5 – Public Toilets Public Ablutions shall be cleaned daily using approved cleaning agents. Consumables shall be replenished daily. Cleaning logs shall be maintained and made available for auditing.		
2.2.1	6.4.3.1	Overseeing, coordinating and managing the cleaning and waste management operations	Month	
2.2.2		Extra over Item 2.2.1:		
2.2.2.1	6.4.3.2 (1)	Deep cleaning with a mechanical scrubber (Hire of plant priced elsewhere)	Hour	
2.2.2.2	6.4.3.2 (1)	Deep cleaning with a high-pressure water jet machine (Hire of plant priced elsewhere)	Hour	
2.2.2.3	6.4.3.2 (3)	Grab type crane truck for the removal of builder's rubble (Hire of plant priced elsewhere)	Hour	
2.2.3	6.4.3.4	The supply and removal of temporary public toilet structure (chemical or other approved type)	Sum per toilet	
2.2.4	6.4.3.4	The hire of the toilet structure (chemical type) and weekly servicing and cleaning	Week per toilet	
2.2.5	6.4.3.4 & 8	The provision of cleaning agents, cleaning equipment and toilet paper	Week per toilet	
2.3		Soft Landscaping Items 2.3.4.1–2.3.4.3 Only approved, environmentally compliant fertilisers and compost shall be used. Application rates and schedules shall be recorded and reported monthly. No synthetic inputs without written approval. Items 2.3.4.4–2.3.4.7 Irrigation systems shall be maintained to prevent wastage. Leaks must be addressed immediately and major faults reported within 4 hours. Water usage shall comply with municipal restrictions and be logged.		
2.3.1	6.4.4	Set up landscaping services, including basic tools, plant and storage facilities (Over and above Item 1.1)	Sum	
2.3.2	6.4.4	Overseeing, coordinating and managing the gardening operations	Month	
2.3.3	6.4.4.2	Maintenance of plant beds, including pruning, disease and pest control, waste management, weeding, trees less than 2m high, labour material, plant and tools	m ² per Month	
2.3.4		Extra over Item 2.3.3:		
2.3.4.1	6.4.4.2 (9)	Fertilising including labour, material, plant and tools	m ²	
2.3.4.2	6.4.4.2 (10)	Composting including labour, material, plant and tools	m ²	
2.3.4.3	6.4.4.2 (11)	Mulching including labour, material, plant and tools	m ²	
2.3.4.4	6.4.4.3	Irrigation maintenance including labour material, plant and tools	m ² per Month	
2.3.4.5	6.4.4.3	Watering by hand (with hosepipe) in the absence of a watering system or water supply	m ² per watering	
2.3.4.6		Assist the Purchaser with the preparation of a water meter application including all required documentation	Per application	
2.3.4.7		Install a water connection including the supply of all material up to and including the meter box. (meter by Purchaser)	Per connection	
2.3.5	6.4.4.4	Supply of trees		
2.3.5.1		50 litre bag	Each	
2.3.5.2		100 litre bag	Each	
2.3.5.3		200 litre bag	Each	
2.3.5.4		400 litre bag	Each	
2.3.5.5		1000 litre bag	Each	
2.3.6	6.4.4.4	Planting of trees		
2.3.6.1		50 litre	Each	
2.3.6.2		100 litre	Each	
2.3.6.3		200 litre	Each	

Item	Specification Reference	Description	Unit	Rate (in Rand)
2.3.6.4		400 litre	Each	
2.3.6.5		1000 litre	Each	
2.3.7	6.4.4.4	Tree stakes and tree staking for newly planted trees	Each	
2.3.8	6.4.4.2	Supply of plants:		
2.3.8.1	6.4.4.2	Ground covers:		
2.3.8.1.1		Supply 6 packs (or equivalent) annuals and perennials	6 pack	
2.3.8.1.2		Supply and plant Bulbs (all types)	6 pack	
2.3.8.1.3		Supply and plant Bulbs (all types)	500g pack	
2.3.8.1.4		Supply Seeds (all types):	100g pack	
2.3.8.2	6.4.4.2	Shrubs (all types)	2kg bag	
2.3.8.3	6.4.4.2	Shrubs (all types)	20kg bag	
2.3.9	6.4.4.2	Planting of plants:		
2.3.9.1		Ground covers	Each	
2.3.9.2		Shrubs	Each	
2.3.10	6.4.4.4	Pruning of trees:		
2.3.10.1		Between 2m and 3.5m height	Each	
2.3.10.2		Between 3.5m and 5m height	Each	
2.3.11	6.4.4.5	Removal of dead trees complete with roots, including reinstatement of soil:		
2.3.11.1		Small trees (<200mm dia. stump at 1m above ground)	Each	
2.3.11.2		Medium trees (>200mm, <400mm dia. stump at 1m above ground)	Each	
2.3.11.3		Large trees (>200mm, <600mm dia. stump at 1m above ground)	Each	
2.3.11.4		Extra-large trees (>600mm dia. stump at 1m above ground)	Each	
2.3.12	6.4.4.6	Soil preparation and planting of grass:		
2.3.12.1		Buffalo	m ²	
2.3.12.2		Cynodon	m ²	
2.3.12.3		Kikuyu	m ²	
2.3.13		Grass cutting	m ²	
2.3.14		Fertilising lawns as specified including thorough watering afterwards	m ²	
2.3.15		Top dressing	m ²	
2.3.16		Aeration (lawns)	m ²	
2.3.17		De-thatching (lawns)	m ²	
2.3.18	6.4.4.6 (5)	Repair to damaged areas caused by general usage of the turf/lawn.	m ²	
2.4		Hard Landscaping		
2.4.1	6.4.4.7	Supply and installation of paving, including weedkiller and sand bedding:		
2.4.1.1		De hoop red	m ²	
2.4.1.2		De hoop brown	m ²	
2.4.1.3		Wheat stone	m ²	
2.4.1.4		Concrete pavers	m ²	
2.4.2		Edging: supply and install:		
2.4.2.1		E1 edge kerb	m	
2.4.2.2		MK2 mountable edge kerb	m	
2.4.2.3		CK5 combination	m	
2.4.2.4		BK2 barrier	m	
2.4.3		Supply of Geotextile (bidim only) lining/ weed guard	m ²	
2.4.4		Installation of Geotextile	m ²	
2.4.5		Supply and install crushed stone gravel surfaces:		
2.4.5.1		50mm Hornfell	m ³	
2.4.5.2		28mm Hornfell	m ³	
2.4.5.3		28mm Sandstone	m ³	
2.4.5.4		28mm Quartzitic	m ³	
2.4.6		Supply and install bollards:		
2.4.6.1		Concrete, steel reinforced, taper bollard	Each	
2.4.6.2		Standard 150 dome top steel bollard	Each	
2.4.6.3		Bastian concrete bollard	Each	
2.4.6.4		Sphere concrete bollard	Each	
2.4.7		Supply and install subbase layers, 120mm to 200mm thick as specified, with the following material qualities:		
2.4.7.1		G5 material	m ³	
2.4.7.2		G7 material	m ³	
2.5		Safety and Security All security personnel must be PSiRA registered, appropriately trained, and vetted. Proof of registration and compliance shall be submitted monthly. Non-compliant personnel shall not be permitted on site.		
2.5.1	6.4.5	The setting up of a comprehensive safety and security system, in compliance with the specifications	Sum	
2.5.2	6.4.5	Ongoing oversight and management of the safety and security system	Month	

Item No. 3: Time-Based Services

Item	Specification Reference	Description	Unit	Rate (in Rand)
		Provide time-based services on the instruction of the Purchaser in respect of services that are over and above/ additional to the rates provided elsewhere/above.		
3.1		Precinct Manager (seconded to the City):		
3.1.1		Hourly basis	Hour	
3.1.2		Daily basis	Day	
3.2		Contract Manager	Hour	
3.3		Operations Manager	Hour	
3.4		Security Manager	Hour	
3.5		Senior Foreman:		
3.5.1		Senior Foreman - shifts	Day (8 hours)	
3.5.2		Senior Foreman – overtime	Hour	
3.6		Team Leader:		
3.6.1		Team Leader – shifts	Day (8 hours)	
3.6.2		Team Leader - overtime	Hour	
3.7		Workers:		
3.7.1		Workers – shifts	Day (8 hours)	
3.7.2		Workers - overtime	Hour	
3.8		Drivers:		
3.8.1		Drivers – shift	Day (8 hours)	
3.8.2		Drivers – overtime	Hour	
3.9		Senior Security Officers (Grade C):		
3.9.1		Senior Security Officers – shift	Day (12 hours)	
3.9.2		Senior Security Officers – overtime	Hour	
3.10		Junior Security Officers (Grade D):		
3.10.1		Junior Security Officers – shift	Day (12 hours)	
3.10.2		Junior Security Officers - overtime	Hour	
3.11		Landscape Architect	Hour	
3.12		Horticulturist	Hour	
3.13		Arborist	Hour	
3.14		Civil Engineer	Hour	
3.15		Electrical Engineer	Hour	
3.16		Technical Specialist	Hour	
3.17		Administrative officer	Hour	
3.18		Vehicles/Plant (including driver/ operator and transport to and from site):		
3.18.1		Compactor truck (12 m ³)	Hour	
3.18.2		Compactor truck (12 m ³)	Month	
3.18.3		Water truck (5 000 litre)	Hour	
3.18.4		Water truck (5 000 litre)	Month	
3.18.5		Crane truck with grabber	Hour	
3.18.6		Mechanical sweeper (Industrial ride on auto sweeper)	Hour	
3.18.7		Mechanical scrubber (Industrial ride on auto scrubber 1,5 litre or equivalent)	Hour	
3.18.8		Digger loader	Hour	
3.18.9		6 m ³ tip truck	Hour	
3.19		Vehicles/Plant (excluding driver/ operator; including transport to and from site):		
3.19.1		Bomag 75 compactor	Hour	
3.19.2		High-pressure water jet machine (12 bar 2.2kW minimum) excluding operator and including transport to and from site	Day	

Item No. 4: Additional Services

Item	Payment	Description	Spec Clause Ref.	Unit	Rate (in R)
4.1		Other costs incurred on behalf of and with the approval of the Purchaser.		Provisional Sum	100,000
4.2		Extra over Item 3.1 above in respect of all administrative and other costs, overhead charges and profit.		%	

INITIALS OF CCT OFFICIALS		
1	2	3

C.5 SPECIFICATION(S)

6.1 INTRODUCTION

The City’s Urban Regeneration Department, within the Spatial Planning and Environment Directorate, intends to introduce precinct management and beautification services in selected areas of the City. These services will focus on cleaning, hard and soft landscaping (greening), and security.

To achieve an improved and consistent level of service aligned with international best practice, the City requires an external service provider.

The objective is to establish and maintain high standards of cleanliness, landscaping, and safety in selected precincts. These improvements are intended to:

- Enhance the visual appeal of the areas
- Attract visitors and tourists
- Encourage investment and support economic growth

The appointed service provider will carry out specific municipal functions on behalf of the City and under the City’s direction.

The following services are required and are described in more detail in the Scope of Work:

1. Precinct Management

Coordination and day-to-day management of cleaning, hard and soft landscaping, and safety operations, including:

- Management of own activities
- Integration with services provided by City line departments.
- Collaboration with external stakeholders
- Monitoring and reporting on all activities undertaken

2. Cleaning and Waste Management

Provision of comprehensive cleaning services, including:

- Street and public area cleaning, and the removal and appropriate disposal of refuse

3. Hard and Soft Landscaping

Design, establishment, and ongoing maintenance of landscaped areas, including:

- Garden design and installation
- Irrigation systems
- Routine horticultural and landscaping maintenance

4. Safety and Security

Provision of visible security measures aimed at improving public safety, including:

- Regular patrols
- Addressing risks related to muggings and vagrancy

Service Standards

The service provider is expected to deliver a professional, high-quality service that:

- Complies with all applicable legislation
- Aligns with relevant industry standards and best practices

Precinct Areas

The focus areas are indicated in Annexures A and B of the Specifications, namely the Expanded East City and Events Precinct. The City reserves the right to extend the contract to additional precincts using the same agreed rates.

6.2 DEFINITIONS AND INTERPRETATION

In this Contract, the following words or phrases shall, unless otherwise stated or inconsistent with the context in which they appear, have the following meanings:

“Bulky waste” is illegally dumped waste which is too big to place in bags, bins or compactor truck. It will normally require a trailer or open truck to transport. Old furniture is a typical example.

“Builder’s rubble” – typically waste emanating from construction works. It is generally too heavy to be removed by sweeping and with refuse plastic bags (<50 microns), and will normally require other mechanical means of removal, especially in large quantities.

“CCID” means Central City Improvement District.

“Event waste” means waste generated at any event held in the City of Cape Town.

“Facilities” means Assets, properties and infrastructure belonging to the CCT and which are included in this contract.

“Garden waste” means organic waste from gardening or landscaping such as soil, grass cuttings, leaves and branches, but excludes waste products of animal origin.

“General waste” is a generic term for waste that, because of its composition and characteristics, does not pose a significant risk to public health or the environment if managed properly, and typically consists of plastics, paper, food and liquids not considered to be infectious or contaminated with hazardous chemicals or radioactivity.

“GPCID” means Green Point City Improvement District.

“Hazardous waste” is health care risk waste and any waste that may have a significant adverse effect on the environment or any living organism. Included are waste from medical or veterinary sources (animal and human tissues, organs, body parts, foetuses, blood, bodily fluids), drugs and other chemical waste.

“Household waste” is mixed waste which can be bagged and/or is placed in drums/wheelie bins. It may contain organic, wet waste. It does not pose a significant risk to public health or the environment if managed properly.

“Illegal dumping” (or “Dumped waste”) means the dumping of waste by disposing of it illegally anywhere. Littering is another category. Illegally dumped waste may contain builder’s rubble, garden waste, household waste, bulk waste and hazardous waste.

“Littering” is the indiscriminate illegal disposing of waste anywhere, other than a refuse bin or other refuse receptacle. It is generally of small quantities and weight and can be removed fairly easily by sweeping and/or picking up.

“Precincts” are strategically delineated areas within a larger municipality or region, often based on shared characteristics or features. These areas often require detailed planning and/or management within a larger administrative area. *(Alternative: “an area small enough to be defined in terms of walking distance, and around areas which have been identified as significant hubs of urban activity, characterised by mixed land-use, and modal interchanges”. The Art of Precinct Management: A Municipal Guide, National Treasury, 2014.)*

“Retail Areas” means the areas within the Facilities (formal and informal) which are, or may become, utilised for retail opportunities if so permitted by the City; which includes trader kiosks, informal trading bays, ticket offices, etc.; the extent and location of which retail areas will be agreed in writing (in a diagram, document or otherwise) and such diagrams, documents and/or written descriptions shall form part of this Contract;

“Refuse” has the same meaning as “waste”.

“Service Level Agreement (SLA)” refers to an agreement between different City departments whereby they agree on which work one department will do on behalf of another (normally the asset owner) and vice versa.

“Service Provider” has the same meaning as Supplier.

“Shift” shall refer to the following working times:

- a) Security and Surveillance Shifts are for a duration of 12 hours starting at a time as is relevant to where and when a posting is needed.
- b) Any other shifts are for a duration of 8 hours, being the hours the service is required and excluding any lunch and tea breaks starting at a time as is relevant to where and when a posting is needed.

6.4 SCOPE OF WORK

6.4.1 Overview

To achieve the objective of clean, well-functioning and crime free precincts, various interventions will be required involving internal City staff and external stakeholders.

The level and intensity of Precinct Management will depend on the available resources, including funding. A combination of some of the provisions in the Scope of Work as set out below and as provided for in the Schedule of Rates will be agreed between the parties. This may change over time, depending on the demand and available City resources.

The City will provide a Precinct Manager to oversee, guide if necessary and provide internal support. However, much of the drive will be expected from the service provider and key staff deployed. The service provider will require a thorough understanding of the relevant municipal services, City policies, procedures and objectives, and will need financial prudence, ingenuity and problem-solving abilities.

6.4.2 Precinct Management

The work will include the following:

6.4.2.1 Setting up and coordination with line departments and other stakeholders:

The key stakeholders are as follows:

- 1) City of Cape Town directorates/departments:
 - a. Spatial Planning and Environment: Responsible for precinct management and coordination.
 - b. Urban Waste Management: Responsible for cleaning of streets and public open spaces, and waste removal.
 - c. Recreation and Parks: Cleaning and maintenance of all recreation and park facilities and grounds.
 - d. Safety and Security: By-law enforcement and crime prevention, through visible patrols, joint operations with SAPS. (They do not investigate and detain suspects.)
- 2) SAPS: Normal police services – preventing, combating and investigating crime, and protecting inhabitants and property.
- 3) Cape Town Central City Improvement District (CCID): Additional, non-municipal services (a top-up on municipal services), including security, cleaning and social development.
- 4) Green Point City Improvement District (GPCID): As for CCID.

The areas covered by the two target precincts (CT East City and Events Precinct) in relation to the CCID and GPCID are shown in Annexure B to the Specifications.

For these two precincts, the table below indicates how the work is divided among the City departments and Supplier. Note that the CCID and GPCID, who may be operational in parts of the two precincts, will provide additional, top-up services to those provided by the City departments and Supplier. Services that are already included under other service providers' contracts with the City, and for which the City has existing contractual obligations, will be excluded from the Supplier's scope of work.

Main activity	Sub-activity	Responsibility
Oversight	Oversight by Precinct Manager (provided by the City)	Oversee the activities in the precincts, monitor performance of the Supplier and facilitate Purchaser responses/requirements in terms of the contract with the Supplier.
Precinct Management	Site management	By Supplier: Monitor and manage the activities in the precincts, including monitoring of the services provided by the Supplier staff, relevant line departments and other stakeholders.
	Coordination	By Supplier
	Reporting	By Supplier
	Evaluation	By City (Spatial Planning & Environment)
Cleaning and Waste Management	Street sweeping, pick up litter and illegally dumped waste (including gulleys, gutters, builders' rubble and "bulk" waste), transport and dump at official City dump site or transfer station.	By Supplier
	Emptying green litter bins (±110 litre), replace inner (if necessary), transport and dump at City facility.	By Supplier
	Diversion of recyclable waste (extra-over, if required)	Not planned to be implemented
	City's regular, paid service of collecting household and other waste. I.e., 240 litre wheelie bins and other (770 litre) bins	By City (Urban Waste Management)

Main activity	Sub-activity	Responsibility
	Removal of waste (including wet/organic waste) from informal settlement areas - located on City land or on periphery of non-City owned land.	By Supplier
	Removal of bulk dumped waste, for example, old furniture, etc. (extra-over)	By Supplier
	Cleaning at events.	By Purchaser (event organisers), unless contracted
	Removal of graffiti	By Purchaser (Supplier to report it to the Purchaser)
Hard and Soft Landscaping	Establish new plant beds and turf, including irrigation and hard landscaping (eg, paving, earth retaining and fencing)	By Supplier. The Purchaser may provide some of the planning services and may also require (with some bigger works) the use of a different City tender and service provider. The Supplier may be required to help facilitate this process and coordinate the services provided by a different service provider.
	Maintenance of plant beds and turf (incl composting, weeding, pruning, fertilising and mowing)	By Supplier
	Irrigation & plumbing maintenance	By Supplier
	Replace damaged/dead plants	By Supplier
	Maintenance of hard landscaping (paving, earth retaining (<1m high), benches, minor fencing, etc.)	By Supplier
	Installation of new hard landscaping (paving, earth retaining, benches, etc.)	By City (Spatial Planning and Environment). The Supplier may be required to assist with design and other small services.
	Planting of new trees and establish (watering, pruning, etc.) for at least two years	By Supplier
	Pruning of trees: < 5m height (excluding clearing from overhead electrical cables and poles) > 5m height and clearing from overhead electrical cables and poles	By Supplier By City (Recreation and Parks, or Electricity Generation and Distribution)
	Other	Play/trim park equipment
Statutory and wayfinding signage		By City (Urban Mobility – RIM)
Supply, install and maintain bollards, handrails and fencing		By City (Urban Mobility – RIM) or Supplier if required
Cleaning out stormwater grid inlet manholes and pipes		By City (Urban Mobility – RIM)

The Supplier shall establish and maintain close working relationships with all relevant stakeholders and, where necessary, coordinate services to optimise efficiency and improve overall outcomes. The Supplier must ensure that services are delivered without unnecessary delay and consistently meet an acceptable standard of quality.

The Supplier shall be responsible for reporting defects, deficiencies, or issues that fall outside its scope of responsibility but may adversely affect the visual appearance, functionality, or operation of the precinct. Such issues may include, but are not limited to, blocked stormwater systems or sewers, and the erection of illegal informal structures. All such matters shall be reported via the City's publicly accessible C3 online reporting system and/or through alternative channels as directed.

In exceptional circumstances, the Supplier may be instructed to undertake work normally performed by City line departments. These instances shall be limited, will not form part of the standard service, and will be remunerated as additional services rendered.

To promote effective coordination and positive stakeholder relationships, regular stakeholder meetings shall be held on a monthly or every two months basis. The Supplier may be required to facilitate these meetings, including issuing invitations, chairing proceedings, recording minutes, and distributing the finalised minutes to all participants.

Where necessary, the relationship between stakeholders may be formalised through a Service Level Agreement (SLA) that clearly defines roles, responsibilities, and performance standards for all parties. The Supplier shall actively participate in this process and will be responsible for drafting the SLA for review and consideration by the Purchaser and other stakeholders. It is anticipated that the negotiation process may be extensive and may require up to four iterative versions of the SLA before final agreement is achieved.

The Supplier may be required to avail a full-time precinct manager to be deployed in a different precinct area for which the Supplier is not responsible. The precinct manager will be seconded to and report to the City directly. The precinct manager shall have a relevant tertiary NQF6 or higher qualification in a relevant technical, build environment or management field and at least five years' relevant experience.

Deliverables:

- a) *Minutes of meetings with all the key stakeholders.*
- b) *Formal Service Level Agreement signed by all key stakeholders.*

Remuneration: Item Nos. 2.1.1 and 2.1.2 in the Schedule of Rates

6.4.2.2 Reporting

The Supplier will be required to prepare and submit short (maximum one page, or email) weekly progress reports on all the main activities undertaken or involved in as well as more detailed monthly progress reports with supporting documentation, photos, etc., covering all aspects of the work the Supplier is involved in. The format of the reports shall be as required by the Purchaser.

Additional reports may be required on specific aspects identified which require special attention to monitor more frequently, daily. This will be done with photos and GPS locations, coupled with text to explain as necessary. It may also be augmented with the footage or monitoring of available CCTV cameras. Typical examples may be persistent problems which require closer investigation to understand underlying reasons and to find sustainable solutions.

Deliverables:

- a) *Short weekly reports*
- b) *Monthly progress reports*
- c) *Additional reporting, as agreed*

Remuneration:

- *The weekly and monthly reporting must be priced individually. Item No 2.1.3 in the Schedule of Rates*
- *Pricing additional monitoring and reporting requirements must be pre-agreed, in terms of existing rates as applicable*

6.4.2.3 Evaluation

It will be necessary to evaluate from time to time the performance of the Supplier's work and the impact on the precinct environment, and accordingly the level of success and importance of the service.

This will include the establishment of performance criteria which will typically include:

- a) Level of cleanliness
- b) Less graffiti and vandalism
- c) Crime incidents reported
- d) Improved response time
- e) Customer satisfaction surveys

The Supplier will undertake some of this work as directed by the Purchaser and will make use of the data collected and reports submitted by the Supplier. The Purchaser may also request the Supplier to undertake specific investigations and surveys to add to the data collected. In some instances, the Purchaser may require that the Supplier's appointed service provider (sub-contractor) report directly to the Purchaser on technical aspects.

Deliverables:

- a) *Formal reports as required*

Remuneration: Must be pre-agreed as part of a Works Project, in terms of existing rates as applicable, including Item No. 3 in the Schedule of Rates

6.4.3 Cleaning and Waste Management

6.4.3.1 General cleaning

The Supplier will be required to provide the following ongoing cleaning and waste management services:

- 1) Daily cleaning by the Supplier, including weekends and public holidays, is required to keep the road reserves and all public accessible areas free from litter and refuse. Particular attention should be given to areas where there are informal traders and homeless persons as well as illegally occupied land.

- 2) Cleaning will imply that when the worker has passed an area, there will be no waste of any form or type visible. This include small and fine waste which cannot be easily picked up by hand, such as sand, grit, gravel, stones, cigarette ends, etc., must be swept and then picked up using appropriate tools (e.g. spade) so as to ensure that all waste has been removed.
- 3) The cleaners are to collect loose refuse and litter, bag all waste and removed waste from site to a suitable/authorised sorting area. The collection of the waste from site is to be done on a regular basis through the day from 05h00 – 22h30 (this should be over two 8-hour shift cycles i.e from 05h00 – 13h30 and 14h00 – 22h30), so that there is no stockpiling of waste and a high level of cleanliness at all times.
- 4) The work performance shall be measured according to the Cleansing Level indicators as follows:

Level 1	Desired level	<ul style="list-style-type: none"> • Area is free of waste and illegal dumping • No visible signs of litter • The surroundings appear well-kept and maintained.
Level 2	Fair/Reasonable level	<ul style="list-style-type: none"> • Small amounts of isolated litter scattered • No significant accumulation of waste in any specific spot. • Occasional windblown debris or minor waste presence. • The area still appears generally clean, but some intervention is needed
Level 3	Unacceptable standard	<ul style="list-style-type: none"> • Noticeable litter accumulation in various parts of the area. • Presence of illegal dumping sites with medium-sized waste piles. • Waste in public spaces such as sidewalks, parks and roadsides. • The area appears neglected and requires immediate cleaning.
Level 4	Totally unacceptable standard	<ul style="list-style-type: none"> • Large-scale waste accumulation across multiple areas. • Significant illegal dumping, including bulk waste and hazardous materials. • Overflowing bins, blocked pathways, and severe environmental impact. • The area appears severely neglected and poses potential health and safety risks. • Requires urgent and extensive intervention.

Typical photos are provided in Annexure E to further clarify the different levels.

Whenever a Level 2, 3 or 4 cleansing level is noticed, the Supplier shall rectify and upgrade to a Level 1 within 24 hours. A penalty shall apply if this requirement is not met. The penalties will be in relation to the average level of cleanliness over a period of one week and this will be scored based on the photometrics provided by not only the supplier but by the purchaser as well.

- 5) All bags will be supplied by the City of Cape Town, and the amount will be determined by the relevant City officials.
- 6) The Supplier may be required to provide a waste “transfer station” on City land. For pricing purposes, the Supplier must provide for an enclosed storage space to keep waste overnight and/or until it can be transferred. All stored waste must comply with the National Environmental Management: Waste Act of 2008 specifically Part 5 “Storage, collection and transportation of waste”.
- 7) The Supplier must keep a daily record with photographic evidence of the level of cleanliness by the foreman taking photos at least once, at the end of a shift. The photos must have a GPS/geolocation, date and time stamp and staff identification. A more senior foreman or staff member must do a drive through assessment and gather evidence of:
 - a. Cleansing level standard (Level 1 to 4)
 - b. Illegal dumping hot spots
 - c. Sanitising hot spots
- 8) Refuse which may have accumulated during periods when there are no staff deployed (from 22h30 in the evening until 05h00 in the morning) need to be recorded as follows (for further investigation):
 - a. At the start of the day’s shift, record (by taking a photo and the GPS location) any accumulation of waste. That is, in volume, equivalent to at least a small to medium size shopping bag.
 - b. At the end of the day’s shift, record (by taking photos and GPS locations) most precinct areas, especially areas prone to the collation of refuse/dumping.
 - c. The Supplier needs to collate the information and establish the location of problematic locations/areas and the magnitude/extent of it.
- 9) Similarly, refuse accumulation during the day needs to be recorded to establish the location and volumes of refuse accumulation.
- 10) The Supplier is to ensure that the staff cleaning the site have all the necessary safety equipment to perform this function to the highest standards.
- 11) All cleaning chemicals used to clean waste areas or bins are to be environmentally friendly.
- 12) The waste collection and sorting area is to always be clean.
- 13) All bins are to be cleared timeously to ensure that no waste accumulates on site, and at no stage is it permitted to have waste bins overflowing.
- 14) All defective bins will be required to be reported to the City’s Cleansing team to arrange for a replacement or repair thereof.
- 15) The Purchaser has assessed the number of staff to be deployed, based on known production rates achieved under similar conditions. The Supplier will be paid according to the following plant and staff deployment:

Area	Plant	Staff deployment				
		2 Drivers	1 Senior Foremen	2 Team Leaders	18 workers	2 shifts
East Precinct	1 Transporter		1 Senior Foremen	2 Team Leaders	18 workers	2 shifts
Events Precinct	1 Water Tanker			2 Team Leaders	18 workers	2 shifts
Homeless People Team	1 Compactor Truck		1 Senior Foreman	1 Team Leader	10 workers	1 shift

- 16) The service must be provided 7 days a week. The Supplier will therefore need additional teams in compliance with labour laws.
- 17) Homeless sites servicing - The Purchaser has acknowledged that in certain areas in the East Precinct there are currently homeless people who reside there informally, and that those areas are particularly dirty with an accumulation of waste. It will accordingly be a challenge to keep clean, and more resources have therefore been allocated as reflected in the above table. Some of the waste is believed to be brought there by the homeless people from nearby areas, recyclable waste is extracted and the rest is dumped. These poor conditions are however unacceptable, and the Purchaser intends to address the problem, with the assistance of the Supplier. The supplier will nevertheless be required to service all sites which are inhabited by displaced/homeless people by removing all litter and waste daily, without removing the personal belongings of these people.
- 18) The above table with resources may be re-assessed from time to time and may be adjusted if it is found that conditions have changed. Note that the resources paid for are based on the City's assessment of what is required. The emphasis is however on the visible result as measured against different service levels, with poor performance penalised. The Supplier will be allowed to make small adjustments to his resources and work towards optimising the service, which will be to his benefit. However, if the Supplier has reduced his resources and there is a reduction in service level, the Purchaser will require as a minimum the deployment of resources as per the City's assessment. Also note that there needs to be a continued presence of street cleaning staff throughout the shifts.
- 19) The supplier will be required to wash down all public areas which are being utilised as lavatories at least once per shift. This should be washed down by means of a water tanker using non-potable water and a disinfectant.
- 20) The removal of refuse from the agreed collection points and disposal thereof at a City of Cape Town designated disposal site or transfer station. It would be preferable for the service provider to utilise a privately owned accredited landfill site if possible, however in the absence of this the following City of Cape Town sites may be used:
- a. Vissershok Landfill Facility: This facility is available for disposal during the following times:
 - i. Mon – Fri : 7am – 3pm
 - ii. Sat – 7am – 3pm
 - iii. Sun and PH's – 7am – 1pm
 - b. Athlone Refuse Transfer Station: Open 24Hrs a day on all days subject to apron capacity.

Remuneration: Payment will be based on the hourly rates for the staff and plant to be deployed under Item No. 3. The quantities (number of staff and hours payable) as set out in the specification above and assessed by the Purchaser. Setting up of the cleaning services must be priced under Item No. 1.2. Ongoing overseeing, coordinating and management of the cleaning services will be paid under Items 2.2.1 and 2.2.2. The initial lump sum for setting up will be payable as soon as the full service has become functional.

6.4.3.2 Additional cleaning

Over and above the ongoing general cleaning, the Supplier may also be instructed to provide the following additional cleaning:

- 1) Deep cleaning with a mechanical sweeper, scrubber or high-pressure water jet, in areas identified and requested by the Purchaser.
- 2) Weed removal from hard surfaces and road verges by all necessary means chemical or non-chemical.
- 3) Bulky waste or builders rubble which will slow down cleaning operations and require a different vehicle to remove it or extra trip(s) due to its size and volume.
- 4) Note that builders rubble should not be placed in refuse bags.

The Supplier and Purchaser shall promptly notify one another of any requirement for additional cleaning services.

Should the Supplier observe or become aware of any incident of illegal dumping or illegal painting/graffiti, every reasonable effort must be made to obtain identifying details of the offender, including but not limited to names, vehicle registration numbers, company names, and physical or business addresses. Such information must be promptly reported to the Purchaser and the relevant authority to enable appropriate legal action to be taken against the offender.

To qualify as additional cleaning and be paid separately, over and above the general cleaning, the Supplier shall formally record and submit supporting evidence to the Precinct Manager, including photos which clearly show the location and size of the additional cleaning required.

An additional open truck or grab crane truck vehicle may be required to remove the bulky waste and builder's rubble.

The Supplier will be reimbursed on their actual spend on disposal coupons at the City of Cape Town's disposal sites. It must be noted that no profit may be made on disposal costs. Proof of weighbridge disposal slips must be provided on a monthly basis.

A Disposal Control Sheet (See Annexure F) must be completed each time the vehicle visits the landfill site. The Supplier will be responsible for the upfront purchase of disposal coupons for use at the CCT disposal sites and for the payment of all disposal charges. Verified disposal charges will be reimbursed and must be included as a separate item on the monthly invoice.

It must be noted that the successful contractor must ensure an adequate cash flow to cover the disposal costs that are payable upfront as described above.

The City of Cape Town determines the rates for disposal on an annual basis in terms of the Solid Waste Management Tariff Policy. The disposal fees are reimbursed to the contractor on submission of proof of month payment submitted with the invoice, at the current applicable rates. No profit can be made on disposal fees.

Remuneration: Payment will be under Item 2.2.2. and time-based rates under Item 3. The number of staff deployed, plant and duration will be based on an assessment by the Supplier and Purchaser and will be formally agreed (as part of Purchase Order) before commencement of the service.

6.4.3.3 Hazardous waste and animal carcasses

In the case of medical, hazardous and toxic pharmaceutical, foetuses/bodies and liquid waste the Supplier must not allow any contact with such waste types. Should the Supplier or personnel see any evidence of such dangerous/toxic waste types (even small quantities), this must immediately be reported to the City of Cape Town's Urban Waste Management representative who will arrange for the removal thereof. In the case of foetuses/bodies, the police must be called immediately and the City's representative advised.

Remuneration: Provision and payment will be under Item 2.2.1 for coordinating and managing the cleaning and waste management operations.

6.4.3.4 Cleaning of public toilet facilities

The Supplier may be required to clean and provide caretaker services at mobile public toilet facilities, currently positioned at the following locations:

- Adderley St
- Long Market / library
- Home Affairs / Barrack St
- St Andrews / Buitengragt St
- Canterbury / D6 hospital
- Mobility hub / McDonalds Kloof Street

Photos of typical toilet facilities are in Annexure D to the Specifications.

The toilets (which have chemicals added regularly) are serviced by a different service provider who extracts the waste with their service vehicle on a regular (at least weekly) basis.

The Supplier must provide a male and female staff member full time at each location to keep the toilets clean at all times. Experience during the last few years indicated a need to clean the toilets at least 3 to 4 times per day in winter and 5 to 7 times in summer when there are more users.

The toilets must be open to the public at different time for different sites, to be agreed with the Purchaser, from 07h00 until 23h00 every day.

The Supplier must provide suitable toilet paper, suitable cleaning equipment and agents in compliance with the specifications. The number of people using the facilities could vary between approximately 14,000 to 60,000 visitors per annum per location/site of two toilets each; and on average approximately 28,000 visitors per location/site of two toilets.

The Supplier will not be expected to do repair work to damaged infrastructure, which will be undertaken by others.

Remuneration: The provision of the toilet structures and servicing of the toilets with the removal of the waste will be paid under Item 2.2.3 and 2.2.4, and the daily cleaning staff under Item 3. The 8-hour shift rates will be applicable with the exceptions in terms of clause 5.7 of the pricing instructions. Provision for toilet paper, cleaning equipment and cleaning agents under Item 2.2.5.

6.4.4 Hard and Soft landscaping

6.4.4.1 Expectations & standards

The Supplier will be responsible for providing landscaping and ongoing care and maintenance services at selected locations as instructed by the Purchaser and the upkeep of the landscaped areas. The emphasis will be on the planting and upkeep of plant beds as described in the next section. There may also be turf management, arboriculture works and the design and setting up of new landscape areas with hard landscaping elements.

The Supplier is expected to provide professional technical services, as required, including the design of landscape areas and the preparation of AutoCAD drawings, as well as technical management and supervisory services. The Supplier shall ensure that all landscaping elements are properly maintained throughout the duration of the contract and that all seasonal requirements are fully met, thereby consistently providing an aesthetically pleasing landscape.

The Supplier may also be required to provide maintenance to hard landscaping, including paving and earth-retaining works.

The following general specifications shall apply in accordance with the landscaping requirements at all landscaped areas:

- 1) Daily maintenance which includes but not limited to the following:
 - a. Lawn maintenance: watering, cutting lawn and edge trimming;
 - b. Plants: prune, replace dead/dying plants, rotavate/scarify and fertilise soil;

- c. Planting of new plants as and when required;
 - d. Sprinkler minor maintenance: filter and nozzle cleaning to ensure proper spraying functionality;
 - e. Removal of weeds in all ground surfaces and
 - f. Ensure proper removal from site and disposal of garden rubbish.
- 2) Quarterly maintenance which includes:
- a. Seasonal preparations for lawn: apply fertiliser & lawn dressing; and
 - b. Seasonal preparations for plant beds: planting new plants, fertiliser and compost.
- 3) Pot plant maintenance will include but is not limited to:
- a. Maintenance pot plants (only CCT owned).
 - b. Watering, fertilising and general arrangement.
 - c. Potting soil to be replaced bi-annually; and
 - d. Planting of new pot plants to replace dead or dying plants.
- 4) Ad hoc services
- a. Replacement of sprinkler valves, valve boxes and conduit spares when necessary
 - b. Lawn replanting as and when required; and
 - c. Cutting dead and obstructive trees deemed hazardous/ risk in their growth – to be done in consultation with the CCT.
 - d. Repairs to fencing and gates.
- 5) Existing services and underground cables:
- a. Supplier to apply for construction wayleaves and permits CCT internal through Wayleave Department (Energy/Electricity, Water & Sanitation, Roads and Infrastructure Management) and externally (i.e. Open Serve, Octotel, Cybersmart, Liquid Intelligent Technologies, DFA Open Access Network).
 - b. Before any work is undertaken on each site the first step is to apply for planning wayleaves with the City to screen/see existing services..
 - c. The Tenderer shall assume full responsibility in case he or any person in his service is directly or indirectly responsible for any damage caused to any existing services. The Tenderer shall bear the cost of any such damage.
 - d. A deposit in the amount of R15 000 for the duration of the tender period shall be lodged with the Executive Director: Finance to cover possible damage to electrical services. In this regard, the Electrical Support Services Supervisor may be contacted should any of the cables be damaged, the cost of repairs will be claimed against the guarantee/deposit and a new guarantee/deposit must be lodged with the Executive Director: Finance before any further work is undertaken.
- 6) Work in road reserves:
- a. Work within road reserves will require the accommodation of traffic. Included may be temporary lane closures, temporary traffic markings, protection of the road users and pedestrians.
 - b. Traffic accommodation shall be carried out in strict accordance with the requirements of the South African Road Traffic Signs Manual (SARTSM) – Volume 2 – Chapter 13. The method of accommodating traffic shall be in accordance with the layouts of the traffic-control facilities for the traffic diversions on the respective roads as shown in the South African Road Traffic Signs Manual (SARTSM) - Volume 2 Chapter 13, on the drawings or as directed by the Precinct Manager/City's Traffic Department.
 - c. The Supplier must undertake the following:
 - i. Prepare traffic management/accommodation plans/drawings showing details concerning each traffic diversion to the Precinct Manager for approval at least 7 working days prior to the scheduled commissioning of such diversions to allow him sufficient time to inform and obtain the approval of the traffic officials of the relevant authorities concerned for such diversions.
 - ii. All traffic accommodation plans are to include detailed management of pedestrians and other non-motorised transport users.
 - iii. Have a traffic safety officer(s) present on site, to monitor the activities, take action when dangerous situation or irregularities are noticed, record and report on accidents and submit labour returns of flagmen and traffic signal control men deployed.
 - iv. Regularly inspect the position and condition of each traffic accommodation feature
 - d. The Precinct Manager will have the right to stop any operation where the traffic accommodation measures are not to specification or as ordered and the Precinct Manager considers that the risk to the travelling public is unacceptable.
- 7) Abnormal weather conditions
- a. There are a few storms a year which may cause extensive damage in the precinct areas. Trees may be blown over and branches and leaves lie everywhere; these must be cleared away in the fastest possible time. This may mean several extra trips to the dump site as well as overtime.
 - b. Emergency fallen trees will be dealt with by the City's Rec & Parks stand-by teams. However emergency team will cut-up tree, make area safe, but will not remove stumps. This removal must be undertaken by the Supplier.

Remuneration: Provision is made for the initial setting up/establishing and ongoing general operational costs related to gardening under Item Nos. 1.1, 2.3.1 and 2.3 in the Schedule of Rates. (Item 1.1 is for general costs, not specific landscaping costs.) These provisions must allow for the involvement of a horticulturist, both in the setting up and ongoing operational oversight.

6.4.4.2 Plant beds

- 1) All plants are to be in good health at all times.

- 2) Beds are to be fully planted. All gaps are to be filled immediately and without delay. If the plant coverage and diversity is reduced in any way other than vandalism, then the replacement of these plants will be for the supplier's account.
- 3) Beds are to be weed free
- 4) Beds areas are to be clear of litter at all times.
- 5) The supplier is to report, any damages to the planting beds that are to be repaired, irrigation problems that may have manifested, and pest and disease that have been observed, immediately.
- 6) The supplier is to include in the tender monthly maintenance costs to supply deliver, relocate on site and spread fertiliser to all beds as specified below.
- 7) Only organic fertilisers are to be used for beds. Fertilisation of plant beds is to be done throughout the year at the manufacturer's application rate, depending on the findings of the latest soil analyses, if available.
- 8) The application of the fertiliser is to be in a methodical and thorough manner ensuring that all the beds get the correct application. Applications are to be done in a single operation across the entire site. The application must not damage any plants.
- 9) Fertilising is to be done under qualified supervision and must comply with the following:
 - a. General requirements (lawns and plant beds):
 - i. Multipurpose type of granular fertiliser shall be used according to horticultural best practices and as per prescribe dosage per square meter for plants or lawn specific species.
 - ii. The type of fertilisers being it organic and/or inorganic will be supplied by the Supplier at the required application rate.
 - iii. Over dosage or under dosage will not be tolerated.
 - iv. Lawns and plant beds must be watered thoroughly after application of fertilizers.
It is recommended that watering (borehole or non -potable) will take place within the shortest time period directly after applications to avoid plant/lawn damage. Fertilising will mostly coincide with good rainy weather to avoid water wastage.
 - v. Fertilising is to be recorded, programmed and reported on to the Precinct Manager. The applications dates will start as of the first day of the contract or installation of lawn/plant bed and occur 8 weeks thereafter. This cycle will be repeated for the full duration of the contract and will be reflected on the annual program as such.
 - vi. The supplier will be asked to supply a methodology on this operation.
 - vii. Should additional or different fertiliser be required as identified by the soil analyses, then, such an application will be considered extra to the contract and programmed accordingly.
 - b. Applications:
 - i. All lawns must be fertilized regularly during the growing season; this will be at 6-8 week intervals throughout the year at an approximate rate of 60g/m².
 - ii. The use of pelletized chicken manure or equivalent organic fertiliser is preferred; alternatively, 5.1.5 / 3.1.5 in rotation with LAN at 60g/m² (or equivalent) can be applied.
 - iii. Organic fertilisers, e.g.: pelletized chicken or equivalent-manure, are preferred, examples of which are Neutrog "Bounce Back" (or equivalent) for beds and "Blade Runner" (or equivalent) for lawns.
- 10) Composting:
 - a. The supplier is to include in the tender maintenance costs to supply, deliver, relocate on site and spread composting to all beds once per year in the month of September to a thickness of 30mm. The compost should be medium grade (20mm – 30mm sieved finished compost, weed free and purchased from a recognised compost supplier.
 - b. The due date for the completion of the application will be the last day of September.
 - c. Application is to be done methodically and thoroughly to ensuring that all the beds get the correct application. Applications are to be done in a single operation across the entire site. Any damaged plants will be replaced by the supplier at their cost. Composting is to be done under qualified supervision.
 - d. Applications are to be programmed, recorded and reported on to the Precinct Manager.
 - e. The Supplier is to supply full spectrum chemical and physical properties analyses of the compost being brought onto site and a physical sample. Should the Precinct Manager require additional analyses to ensure quality controls, the same will be required at no extra cost to the client.
 - f. Compost specification:
 - i. Compost will not reheat upon standing to greater than 20°C above ambient temperature.
 - ii. All material is dark brown in colour (black indicates possible burning).
 - iii. Parent material is no longer visible.
 - iv. Structure is a mixture of fine and medium size particle and humus.
 - v. Smells like rich humus from the forest floor; no ammonia or anaerobic odour.
 - vi. Compost must not contain:
 1. Any sharp foreign matter measuring over a 3 mm dimension that may cause damage or injury to humans, animals and plants during or resulting from its intended use.
 2. Any matter over a 20 mm dimension that resulting from a manufacturing process.
 3. Any organic matter over a 20 mm dimension like mineral soils, vegetative material and rocks.
- 11) Mulching:
 - a. The supplier is to include in the tender monthly maintenance costs to supply deliver, relocate on site and spread a mulch layer made of vegetative material sieved to 30mm-50mm to all planting beds to a depth of no less than 50mm. The supplier is to allow for the replenishment of the mulch twice per year, in November and then in March, start and end. A sample of the mulch that the Supplier proposes to use must be submitted to the Precinct Manager for approval. The source of the compost supplier must be revealed and under no circumstances may the Supplier change his source without the written approval of the Precinct Manager.
 - b. Application is to be done methodically and thoroughly to ensuring that all the beds get the correct application. Applications are to be done in a single operation across the entire site, with minimal damage to the plants. Any damaged plants will be replaced by the Supplier at their cost.
 - c. Mulching is to be done under qualified supervision.

d. Applications are to be recorded, programmed and reported on to the Precinct Manager.

12) Pruning:

a. Shrubs and groundcovers:

- i. The Supplier is to undertake encroachment pruning. This means subtle pruning to ensure that one specie does not overpower another, but in a manner that looks natural without affecting the overall effect of the garden. Light pruning will be done continuously to ensure that the planting areas are well defined and full. Plan the pruning to ensure the plants flower in their season.
- ii. Pruning to keep plants clear of the paths and ensure that pedestrian movement is not impeded. Plants will not be cut vertically on the front face unless specifically instructed to do so by the Precinct Manager or where boxing is required by design. All plants are to be pruned back at a suitable angle.
- iii. Beds covered by ground covers may from time to time need to be cleared and re-planted to encourage vigorous growth. Such an activity would be subject to approval by the Precinct Manager after a scope and program is issued for the proposed replanting to the replanting of the bed. The costs of the replanting will be for the Supplier's account, unless there are clear external causes for the beds poor condition. In such an instance, the costs will be for the clients account and will be subject to the approval by the Precinct Manager.
- iv. Plants will be dead headed on a continuous base.
- v. Shrubs and certain plants may require corrective or reparatory pruning during their lifetime. The frequency may be annually or periodically. Further, plants may need to be thinned out from time to time to maintain the plants growth habit and the beds design potential. Overgrowth resulting in an unsightly appearance, or when plants grow uncontrollably, and not in accordance with professional gardening practice, pruning and thinning will be undertaken timeously and to the highest horticultural standards specific to the type of plant being pruned or thinned, so as to check this growth and maintain correct 'fullness and appearance' of the bed while avoiding any adverse effects to the recovery of the remaining plants and their long term ability to mature. Such a treatment must enhance the plant's ability to flower, fruit or achieve is optimum horticultural potential.

b. Hedges:

- i. Hedges are to be maintained in a manner that ensures the sustainability of the planting design and that they are not allowed to overgrow other plants.
- ii. Pruning is to be done to ensure a full flower display where applicable.
- iii. In selected instances, and in agreement with the Precinct Manager, certain selected plants will be pruned severely to allow the development of slower growing species and to allow trees have sufficient space to grow without impediment.
- iv. The shape of the pruning is to be such that it enhances the growth of the shrub.

c. Box hedges:

- i. The Supplier is to ensure that when hedges are to be pruned, that the equipment used is suitable, clean and sharp. Further, no hedges are to be cut 'by eye'. The Supplier is to supply guide ropes with supports to guide the height width and angle of cut.
- ii. The finished cut face shall be "square" with a slight taper from the bottom of the hedge to the top of the hedge being narrower at the top. Any clippings lodging in the top or sides of ornamental hedges shall be removed by hand picking as required.
- iii. The Supplier will consider the site and manufacture a gig to assist the staff on site when box cutting the hedges. This gig is to be approved by the Precinct Manager.
- iv. The Supplier is to note that no damage to adjacent plantings is permitted. Any damage caused to these planting areas will be for the Supplier's account.

13) Climbers

- a. The Supplier is to make allowance for suitable equipment that can reach climbers safely at height. The Supplier is to allow for costs to procure the necessary equipment.
- b. Climbers are to be pruned so as to ensure that the climber is structurally sound and guided onto the desired structure, providing full coverage.
- c. The climber will be pruned as and when required. The extent of the growth is limited by the architecture onto which the climber is attached.
- d. Pruning will be done so that the climbers are able to flower and/or fruit.

14) Disease and pest control

- a. The sites disease and pest control is to be managed according to integrated pest management, which is explained as the withholding of any controls until such the point where the pest causes damage to the plant, or becomes an irritation to the patrons of the facility, such as flies, mosquitoes etc.
- b. The Supplier, understanding the philosophy of integrated approach to disease and pest control, is to be vigilant and respond to infestations in such a manner that the general public are not aware of a problem, but quick resolution is carried out before the pest causes widespread damage or irritation.
- c. No herbicides, pest control chemicals or growth inhibitors are to be used on site without approval by the Precinct Manager via a signed off pre-plan. The pre-plan is to include a graphic of the location sprayed, when it was sprayed, who sprayed and what was sprayed.
- d. The Supplier will seek out organic, low toxic chemical or preventative management options to treat specific diseases or pests.
- e. The Supplier will, control any identified pests as and when they become evident or in the interests of plants affected so as not to detract from the general appearance of the contracted areas, as would be expected under professional horticultural practice.

- f. If and when a chemical treatment is decided upon, taking all due consideration into account, the Supplier is required to apply the chemicals under favourable weather conditions, at manufacturers application directives, by suitable trained personal and in accordance with the governing laws of South Africa. Where necessary, the Supplier will supply and show signage so that the general public are aware of the treatment and avoid any possibility of contamination.
- g. Any chemicals applied under this contract for the control of horticultural primary or secondary pests, are to be applied to outdoor areas on lawns, in beds, on trees, shrubs and other foliage only. With the exception of the weed control covered under hard landscaping.
- h. The Supplier is to provide all necessary information on any chemicals used on site. This data is to be kept in the HAS file kept on site, and comply with storing, recoding usage and administration of chemicals on site.
- i. The Supplier shall implement prevention, monitoring, and control measures for Polyphagous Shot Hole Borer (PSHB) in accordance with Department of Forestry, Fisheries and Environment (DFFE) guidelines, including regular inspection of susceptible trees, immediate reporting, pruning or removal and approved disposal of infested material, and application of endorsed treatment methods to limit spread.

15) Weeding and cultivation

- a. The type of planting, age of planting and character of the specific bed will determine the method of weeding and cultivation. The result is that the beds are to be weed free, level, and free of inorganic debris at all times, the result of which would classify the bed as clean.
- b. Garden spades and forks are not to be used for weeding. The Supplier is to use 'Dutch hoes' or equivalent.
- c. All beds will have a layer of mulch, which will be refreshed twice a year (as noted previously).
- d. Where beds are covered by groundcovers, the contractor is to ensure that the stands are weed free, by the most efficient manner without damaging the coverage.

16) Planting

- a. All species selected and locations for new planting will be approved by the Precinct Manager prior to final planting.
- b. Where gaps occur, the beds are to be replanted with plants suitable to the location without delay.
- c. Plants will be selected based on the nature and theme of the bed.
- d. Plants will be procured from reputable nurseries.
- e. Plants will be true to form and not root bound.
- f. Plants will be delivered in closed vehicles.
- g. The plant hole preparation will be to landscape industry standards (to be agreed to prior to planting)
- h. Plants will be drenched before planting and provided additional water after planting until the plant is established.
- i. Plants are to be selected from the sites plant list – see Annexure C, and in agreement with the Precinct Manager.

17) Splitting and dividing

- a. From time to time and on request by the Precinct Manager, certain ground covers and perennials will be split and divided and replanted. The beds will be prepared as for planting with organic fertilisers and 100mm of finished compost, dug over to a depth of 300mm and drenched. The beds will be levelled once it has dried and then planted.
- b. This activity will be at no additional labour cost to the client, unless the scope is such that warrants an external team to undertake the works. In such an instance, these works will be pre-approved by the Precinct Manager, which will include the necessary payment processors.

18) Waste management

- a. The Supplier is required to supply all resources and materials to comply with the scope of works as set out below. The cost of compliance is to be included into the monthly maintenance costs.
- b. The arising's from pruning or thinning are to be chipped and spread on low priority beds. Such practices are to be tightly controlled and combined with an organic activator.
- c. Weeds are to be collected, in re-usable bags and placed in a skip, wheelie bin or other suitable container, to be removed from site to be swapped for compost.
- d. The general quantity of green waste at peak circumstances is about 0.5 m³ per 100 m² bed area annually. This can fluctuate depending on storms and seasonal horticultural practices.
- e. The Supplier is to provide a monthly report on the volume of green waste removed from site.
- f. The Supplier is to make allowance in his planning of works so that should there be an increased in arising's or green waste that additional containers are brought onto site or the bins are removed more frequently at no additional cost to the client.
- g. Failure to remove the filled bins timeously will result in the Supplier being penalised.

Remuneration: Payment will be under Item Nos. 2.3.3 and 2.3.4 of the Schedule of Rates

6.4.4.3 Irrigation

1) Expectations and standards

- a. The irrigation system is to be closely managed and monitored, to ensure that the optimum use is achieved and that the system is operational at all times, and any problems are resolved immediately, and without any wastage of water.
- b. No wastage of water will be tolerated.
- c. The Supplier is to replace damaged or faulty parts with identical or improved parts to the existing system on the site. No mixing of suppliers will be tolerated.
- d. The Supplier is to know the supply reticulation system and how to isolate it for maintenance purposes.

2) Water conservation:

- a. The Supplier must identify/calculate water demand and investigate alternative water source (rainwater or recycled grey water)
- b. The Supplier is to inspect the site on a daily basis to monitor the effectiveness of the irrigation system and report and resolve any water wastage that is observed.
- c. Any observed wastage must be reported immediately and the wastage terminated. The Supplier will address the cause of the wastage immediately.
- d. Failure to stop the wastage will result in penalties. This item is to be resolved without any delay.
- e. The Supplier will be called to site to address at any time that any leakage observed, and he is expected to address the problem immediately.
- f. The Supplier will provide a response plan to leaks that will cover 24 hours, including but not limited to:
 - i. Contact numbers
 - ii. Response times
 - iii. Identify isolation valves
 - iv. Liaison arrangements with other service providers.
 - v. Provide a report for fault tracking.

3) Water meter installation

- a. The City requires water meters to be installed on all water leadings from the City’s Water and Sanitation Directorate’s main water supply pipeline. With all new water connections, an application needs to be made to the Water Department to obtain permission.
- b. New water meters will most probably be smart meters, which automatically reports monthly readings for billing.
- c. The Supplier may be required to assist the City’s internal asset owner department to apply for the install of a 50mm meter box, including all required documentation – irrigation reticulation, irrigation point (coordinates), wayleaves and existing services layout.
- d. The installation must allow for a pre-road leading connection with:
 - i. 50mm PVC pipe (Class 16) from the main to the meter box location (allow for 5m)
 - ii. 2 x 50mm Couplings/Saddles
 - iii. 2 x 50mm Ball Valves
- e. Subject to the wayleave approval, the installation procedures must allow for and include the following:
 - i. Open up the proposed connection point to identify and confirm the size of the main.
 - ii. Temporarily close and backfill the trench using clean sand only (no rubble material).
 - iii. Order Materials, then invite the City’s Water & Sanitation department to inspect the materials upon delivery.
 - iv. Proceed with installation of the pre-road lead. Ensure the first layer of backfill is 100 - 200mm clean sand before continuing with your layer works.
 - v. The city will then install the meter.

4) Water supply and irrigation reticulation

- a. The Supplier will be required to read all water meters on a daily basis and record the readings onto a monthly report.
- b. The Supplier must regularly (monthly) inspect all internal (on site) manholes and keep them clear of vegetation and debris, and if needed, pump the manholes empty and investigate why water is collecting into the manholes and report the findings to the Precinct Manager.
- c. The Supplier is to allow for servicing the meters and control valves once every six months, only with the expressed approval from the City of Cape Town Dept of Water and sanitation. The servicing will be extra to the contract and will be considered a specialist service.
- d. The Supplier is to provide a rate to supply and distribute on site water should the water supply be terminated or if a section of the facility does not have an irrigation system.
- e. Burst pipes which feed irrigation lines (after the site’s water meter) will be the responsibility of the Supplier to repair. If damaged, the system must be repaired at the Supplier’s cost without delay.
- f. If the automation of the irrigation system should fail, trees and flower beds are to be watered manually via the irrigation system.

Remuneration: Payment will be under Item Nos. 2.3.3 and 2.3.4 of the Schedule of Rates. If there is no irrigation system installed, or no municipal water supply, provision must be made under Item 2.3.4.5 for all costs to water manually. The servicing of meters and valves (refer 6.4.4.3 (4) c) will be paid under Item 3.

6.4.4.4 Tree planting and maintenance

In an effort to provide a high-quality urban environment, the CoCT is committed to the planting of trees on road reserves, zoned public open spaces and other city owned land. Not only will trees provide shade and release oxygen into the atmosphere but it also has a host of other aesthetical values.

Trees will be selected from the list in Annexure C to the specifications, subject to any updated PSHB list.

The Supplier must supply all materials related to tree planting: (compost, fertiliser, the tree), collect, transport and plant the trees.

The following must be adhered to:

Bag size	Hole size	Add Bone meal	Add compost	Add fertilizer:

50 litre to 100 litre	1m x 1m x 0.75m deep	200g at bottom of hole	200 litre = cubic decimetre	500g of 2:3:2 or 3:1:5 fertilizer
200 litre to 400 litre	1.5m x 1.5m x 0.75m deep	300g at bottom of hole	400 litre = cubic decimetre	750g of 2:3:2 or 3:1:5 fertilizer

Compost:

Compost will be mature compost, and consist of well-rotted organic material, free of harmful salts, kikuyu, weeds and other impurities. A sample of the compost that the contractor proposes to use must be submitted to the City Official for approval.

Hole Preparation and Planting:

1. Once hole is dug; all rubble is to be removed from tree holes.
2. Holes are to be inspected and approved by the City Official before backfilling and planting.
3. Use soil taken from hole, mix this thoroughly as per table above.
4. Put this soil mixture back in the tree hole; leaving enough space for the root ball of the new tree.
5. All trees shall be handled by the root ball and not by the plant stem.
6. Remove the tree from its plastic bag or container. Care must be taken not to damage the roots.
7. Plant the tree carefully in middle of hole.
8. The soil level around the tree should remain the same as in the Nursery – Natural Ground Level.
9. Soil mixture shall be backfilled in 200mm layers and each layer shall be lightly tamped in place in such a manner that the plant retains its vertical position.
10. Care shall be taken to ensure that no air pockets remain under or around the roots. When the planting pit is 2/3 full, it shall be filled with water and the soil allowed to settle around the roots. After the water has been absorbed, the pit shall be filled with topsoil tamped lightly to grade.
11. Firm the soil, make a neat dam (tree basin) around the tree to hold at least 80 litres of water and water immediately (1 meter diameter; 30cm high walls).
12. Excess soil excavated from the tree holes shall be removed from site to a municipal dumpsite or recycled elsewhere.

Mechanised loading and transport of trees from 200 litre to 1000 litre bag size:

- Lifting a tree within any of the above categories will require the use of mechanised lifting devices due to the size (height) and weight.
- Specialised slings (slings must be double the length of tree height) purposely made for lifting of trees must be used that will minimize any tree damage to branches and trucks while loading / off-loading.
- The maximum height restriction from the ground is 4.3 m according to Road Traffic Regulations, therefore trees will have to be laid down flat on the truck, special props need to be used, either polystyrene block or padded slings to support trees in the horizontal position to ensure no branch and bark damage occur during transport.
- Tree canopy (case of individual tree) or entire load to be wrapped with 80 % shade netting, film wrapping to reduce leaf burn and evaporation during transport.

Tree staking:

Each tree to be staked with:

Timber staking/cage system measuring approximately 1300 x 1300 mm, comprising 4 no. 75 mm Ø x 2400 mm long tanalith-treated timber vertical stakes driven 750–800 mm into the ground, with 8 no. 75 mm Ø horizontal timber members securely nailed to the stakes, including 50 mm diameter diagonal bracing, complete and in accordance with Annexure G and project specifications.

Tree pruning must be on the same bases as specified above for plant beds.

Remuneration: Item Nos. 2.3.5; 2.3.6 and 2.3.7. Prices must include the watering of trees until fully established (about 2 years)

6.4.4.5 Removal of dead trees

Dead trees, or trees affected by Polyphagous Shot Hole Borer (PSHB), shall be removed, complete with main roots, as directed by a horticulturist. Special care shall be taken with respect to PSHB-affected trees, in compliance with the Department of Forestry, Fisheries and Environment (DFFE) guidelines.

Remuneration: Item No. 2.3.11.

6.4.4.6 Establishment and maintenance of lawns

- 1) The soil preparation and planting/laying of lawns
 - a. Clear the area of any litter, stones, weeds, etc.
 - b. Cut site to levels considering surface drainage and adjacent grass or paving levels, and type of planting that has been agreed upon.
 - c. Deep dig the area to be grassed to 300mm
 - d. Apply compost (50mm layer) and fertiliser (60g/m² bone meal) and dig into 200mm

- e. Level to ensure the turf ties into the surrounding levels
 - f. Drench the area before planting to a depth of 5cm
 - g. Plant (sod, plug, sprigs, seed) one of the following grass types as agreed with the Precinct Manager:
 - i. Buffalo
 - ii. Cynodon
 - iii. Kikuyu
 - h. Dress lightly
 - i. Grow in
- 2) Cut grass regularly, including edge cutting.
- 3) Top dressing
- a. In areas identified by the Precinct Manager is to be top dressed, the Supplier is to supply a mix of 60% well-draining top-dressing of washed river sand and 40% fine grade finished compost, spread in layers of not more than 5mm at a time, This treatment would be done in the optimum season or prevailing weather conditions for the best results.
 - b. The top dressing is to be off loaded in the maintenance yard and brought onto site in smaller lighter equipment and spread using suitable machinery that will not damage the site. Depending on the size of the area to be dressed, the Supplier will either use mechanical levellers or a handheld Lawn Leveller
 - c. The lawn must be irrigated directly after the dressing.
- 4) Aeration
- a. This must be done at least once per annum agreed with the Precinct Manager.
 - b. The Supplier in consultation with the Precinct Manager is to select the optimum recognised method of aerating to overcoming compaction, and to allow the grass to grow vigorously. This may include several different size and types of machines to be used to achieve maximum coverage and effect.
- 5) Damage repairs
- a. The Supplier is responsible to correct and repair any damages to the turf that is caused during works described above, during general maintenance works, or during general usage of the turf, and will make good within an amount of time as agreed with the Precinct Manager. This includes damage to adjacent surfaces, objects or to the lawns, trees or shrubs or ground covers.
 - b. Repairs are to be undertaken on an on-going basis.
 - c. Areas showing wear are to be demarcated and treated so that the area recovers in the shortest period.

Remuneration: Item No. 2.3.12 to 2.3.18.

6.4.4.7 Hard landscaping

- 1) Subbase underneath paving and edging:
- a. Excavate and remove excess soil to level site and, if required by the civil engineer, to a deeper level as advised by him. Replace unsuitable excavated material to an approved City landfill site as advised by the civil engineer.
 - b. Supply and place a well compacted subbase layer, minimum 120mm thick (G5 quality).
 - c. The subbase layer must extend 150mm outside of the outer line of the edging.
- 2) Construction of paving and edging:
- a. Along the sides install edging with even gradings to allow natural drainage of rainwater. The edging must be along predetermined lines in terms of the design drawings. The top of the edging shall be placed at 100 mm above the ground level or flush for levelled planting beds (to allow stormwater run-off). Edging shall be bedded on the subbase in a 200 mm x 200 mm concrete foundation with a sand, stone and cement mixture of 4:3:1, placed to suit the edging type.
 - b. Apply a suitable weedkiller on the substrate, between the edging:
 - i. The active ingredients in the weedkiller are to be Glyphosate and Simazine. Stronger weedkillers may be used subject to written approval from the directorate.
 - ii. The entire spraying operation shall be under the supervision of a qualified person who has a valid Certificate of registration as Pest Control Operator in accordance with Act 36 of 1947, as amended. Failure to supply the registration document when requested may be penalised and the Precinct Manager may stop the operation if he/she is of the view that there is a risk.
 - iii. The Supplier shall ensure that his workers are protected from the chemicals being used in accordance with Act No. 36 of 1947 "Fertilizers, Farm Feeds, Agricultural remedies and Remedies Act" as amended.
 - iv. The Supplier shall in addition to the above requirements comply with any legal requirement in respect of herbicide use.
 - c. Supply and construct herringbone pattern layout segmented paving, including all cuttings to fit edge restraints, 25mm sand bedding layer, graded jointing sand and roll to locked-up state for paver units. See Annexure H. Immediately on completion of the work, the excess sand, pavers and cuttings must be removed and the surrounding area cleaned.
 - d. Paving shall be 220 x 106 x 73mm Wheatstone (or other clay paving colours to match the existing pavers/context) clay brick pavers.
- 3) Construction of gravel surfaces:
- a. Excavating and level the site, leaving a 180mm depth for gravel.
 - b. Remove excess soil from the site.
 - c. Supply and place a Geotextile Blanket Industex S120 or Equal Approved root barrier.
 - d. Place a minimum 100mm thick layer of one of the following gravel types and level:
 - i. Hornell Grey (Ø 28 – 50mm)

- ii. Sandstone (Ø 15 -30mm)
- iii. Quartzitic (Ø 15 -30mm)
- e. Images of the gravel types are shown in Annexure I.

4) Edging:

Supply and install the following type of edging, embedded in concrete:

- a. E1 edge kerb:
 - Dimensions: 150mm x 75mm x 1m
 - Strength: 25MPa
 - Weight: 23 kg
- b. MK2 mountable edge kerb:
 - Dimensions: 280mm x 180mm x 1m
 - Strength: 25MPa
 - Weight: 89 kg
- c. CK5 combination:
 - Dimensions: 365mm x 180mm x 1m
 - Strength: 25MPa
 - Weight: 106 kg
- d. BK2 - barrier
 - Dimensions: 150mm x 250mm x 1m
 - Strength: 25MPa
 - Weight: 77 kg

The edging must be provided along the perimeter of paved areas to provide edge restraint. It must be concreted in on a well compacted aggregate subbase, which must extend at least 150mm beyond the edging.

5) Bollards:

Supply and install (embedded in concrete) the following types of bollards:

- a. Concrete (25Mpa), steel reinforced, taper bollard.
 - Diameter: 230/300mm
 - Total height: ± 1250mm
 - Weight: 140-150kg
 - Height above ground: 900mm (min)
 - Finish: smooth concrete
- b. Standard 150 dome top stainless steel (Grade 316, suitable for coastal environment) bollard as supplied by SA Group, or similar steel bollard:
 - Diameter: 150mm
 - Total height: ±1200mm
 - Weight: 13 kg
 - Height above ground: 900mm
 - Finish: brush or polish with reflective band
- c. Bastian concrete bollard as supplied by SA Group, or similar
 - Dimensions (in plan view): 415mm x 415mm
 - Total height: 820mm
 - Weight: 260kg
 - Height above ground: 600mm
 - Finish: Coated in grey or brown aggregate
- d. Sphere concrete bollard as supplied by SA Group, or similar
 - Diameter: 450mm
 - Total height: 750mm
 - Weight: 129kg
 - Height above ground: 450mm
 - Finish: Coated in grey or brown aggregate

All bolts, nuts, washers and anchoring components shall be Grade 316 stainless steel and suitable for coastal environments.

Mild Steel applications must be:

- Hot-dip galvanised in accordance with SANS standards
- High-performance powder-coated finish over galvanised surface (duplex coating system)
- Colour and finish as specified by Purchaser
- All coatings to be suitable for marine/ coastal environment

A bollard sample must be presented to the Purchaser for approval before installation.

Remuneration: Pre-arranged and agreed in terms of Purchase Order; either through the time-based rates (Item No.3), the procurement of sub-contract services, or a combination thereof; or directly by the Purchaser or its service providers.

6.4.4.7 Resources

1) Equipment:

- a. The Supplier is required to supply a minimum set of equipment for each site. The cost of procurement, delivery, running, maintenance, storage, operations and management of the equipment is to be included into the monthly maintenance costs.
- b. The equipment requirement for this site is to be provided so as to ensure that each staff member can undertake works without hindrance.
- c. The Supplier is to supply suitable structures to store all the equipment safely and professionally.
 - i. Use the correct tool for the job. The following is applicable to all works taking place on site.
 - ii. Using the wrong tool for a task is not only inefficient but may damage the tool and endanger the user.
 - iii. Select tools that not only fit the task but also feel good in your hands. Considering how long the staff will be using the tools, is better to select tools that are of better design and quality.
 - iv. Edged and cutting tools must be kept sharp.
 - v. Keep them in a protected location and maintain them properly and stored on racks.
 - vi. Keep your garden tools secure, and away from the public.
 - vii. Be aware of your surroundings when using tools. Remember that others may be working nearby, there may be overhead wires or other obstructions, and there may also be underground utilities or other items buried in the ground.
 - viii. When you set your tools down, do so in a place and manner that will prevent accidental injury or damage.
 - ix. Tools are to be kept clean and disinfected on a regular basis. Disinfect your tools by washing them with soap and water, then wiping them down with either rubbing alcohol or a freshly-mixed 10% bleach solution in water.

2) Staff

- a. Full time staff members are to be knowledgeable of the plants growing in the beds and capable to maintain the beds according to the plants' individual and collective requirements.
- b. It is the project's objective to have all staff appointed to undertake horticultural maintenance, to have a minimum of an NQF1 Ornamental horticultural certificate and to gain experience in the industry. Staff are to be able to work to programs and to communicate clearly and effectively, providing site reports to their superiors as required.
- c. The horticultural maintenance staff is also to be able to have clear dialogue with the public and be able to provide tourism information or directions to local tourist site or places of interest and importance.
- d. It is also to be understood that all staff are included in the security of the site and safety of themselves and the public.
- e. The professional staff required for the design of landscape areas and other advisory services must include the following:
 - i. Professional Landscape Architect, registered as a professional landscape architect with the South African Council for the Landscape Architectural Profession,
 - ii. Civil Engineer and Electrical Engineer, registered as professional engineers with the Engineering Council of South Africa.
 - iii. Horticulturist, with a B Sc, B Tech or diploma (NQF Level 6) natural science qualification in horticulture. At least 2 years' experience
 - iv. Arborist, with:
 1. A BSc or B Tech degree (NQF Level 6) or diploma in arboriculture or equivalent.
 2. At least 5 years' work experience in Urban Forestry
- f. The Supplier must furnish the Purchaser with GIS data of tree locations and other data as required.

3) Plants

- a. A list of suitable plants and trees is provided in Annexure C to the Specifications.

Remuneration: Item Nos. 2.3.1; 2.3.3 and 2.3.4 in the Schedule of Rates

6.4.5 Safety and Security

The Supplier shall provide the following safety and security related functions:

- 1) Setting up: Through engagement with different stakeholders including law enforcement agencies, set up a security system and service which provide as follows:
 - a. Unarmed security staff of the Supplier, who are very familiar with the precinct area, to roam agreed areas and address issues which pose a security risk.
 - b. Only if unable to resolve the security risk or reduce the risk to an actable lower level, to call for Law Enforcement agencies (City and SAPS) support.
- 2) The security back-up to be provided for will, depending on engagement with the stakeholders and actual situations encountered, be a combination of the following:
 - a. Roaming/deployed "Rent a Cops" (Peace Officer in terms of Sec 334 of the Criminal Procedure Act (51 of 1997)), armed and trained staff, employed through the City's Law Enforcement department. The employment options are:
 - i. Overtime of existing Law Enforcement staff, or
 - ii. Hire of new contract staff.
 - b. Emergency, alarm rapid response service of the City.

- 3) The number of staff deployed and paid through this tender will be pre-arranged and agreed with the Precinct Manager.
- 4) The Supplier must observe the following City policies:
 - a. Private Security Operating in Public Space (Policy No 60042), approved by Council 5 December 2019 (C15/12/19)
 - b. Policy Relating to the Contracting of Externally Funded Members of the City's Law Enforcement and Traffic Services Departments by the Private Sector and Other Interested Organisations.
- 5) All security staff employed by the Supplier on behalf of the CCT or at any CCT property must be:
 - a. Physically fit
 - b. Have a minimum of Grade 10 Schooling /certificate but preferably a Grade 12 schooling/certificate
 - c. Literate in English and a second official language fluently.
 - d. Police Clearance certificate not older than 12 months
 - e. Code EB driver licence
 - f. First Aid Level 1 certificate
 - g. Registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the CCT's agent upon request.
 - h. The grading of security officers shall be as defined by PSiRA.
 - i. Provide proof of current and valid registration and paid-up levies with Affinity Health Insurance issued by National Bargaining Council for Private Security Sector (NBCPSS) prior to their appointment and deployment. If an alternative health insurance body other than Affinity Health Insurance is utilised, an exemption letter obtained from the bargaining council (NBCPPS), letter of good standing and proof of registration (in respect of the alternative health insurance body).
- 6) All security staff members deployed must be equipped as follows:
 - a. A full company-issued operational uniform, including safety footwear, operational trousers, shirt, jersey, jacket, cap, epaulettes, and identification flashers displaying the company logo clearly for identification purposes. Suitable rainwear must also be provided. Alternatively, personnel may wear any other approved uniform, personal protective equipment, or identification items as prescribed in the service provider's Standard Operating Procedures (SOPs), provided that such attire clearly identifies the individual as security personnel and complies with all applicable legislative, contractual, and operational requirements.
 - b. Appropriate record-keeping and reporting materials, including notebooks, incident report forms, occurrence books, electronic reporting devices, and writing implements required for the recording of incidents, patrols, inspections, and operational activities.
 - c. Approved communication equipment, including two-way radios, mobile communication devices, or other authorised communication equipment required to maintain effective communication between security personnel, supervisors, management, emergency services, and the Precinct Manager where applicable.
 - d. Approved handcuffs and batons, issued only to authorised and appropriately trained personnel in accordance with applicable legislation, company policy, and the service provider's Standard Operating Procedures.
 - e. Appropriate personal protective equipment, including ballistic-resistant vests and any other protective clothing or equipment prescribed by the service provider's risk assessments, Standard Operating Procedures, applicable legislation, or site-specific operational requirements.
 - f. Suitable torches or illumination devices for use during night operations, patrols, inspections, emergency incidents, and other low-light operational conditions.
 - g. Approved high-visibility reflective vests or luminescent bibs where required by the Precinct Manager, risk assessment, operational conditions, traffic management requirements, or health and safety regulations.
 - h. Approved less-lethal defensive equipment, including pepper spray, pepper-ball launchers, or other authorised incapacitant devices, may be issued to trained and authorised security personnel in accordance with applicable legislation, risk assessments, operational requirements, and the service provider's Standard Operating Procedures.
 - i. Any approved less-lethal equipment issued to security personnel must be carried, stored, maintained, inspected, accounted for, and used in accordance with the manufacturer's specifications, applicable legislation, company policy, and the service provider's Standard Operating Procedures.
 - j. Approved Conducted Energy Devices (CEDs) or other authorised less-lethal intervention equipment may be issued to trained and authorised personnel where operationally justified, supported by a risk assessment, and permitted by law. Such equipment must only be used in accordance with applicable legislation, the service provider's Standard Operating Procedures, and the principles of necessity, proportionality, accountability, and minimum force.
 - k. The service provider must ensure that all personnel authorised to carry or use handcuffs, batons, pepper spray, less-lethal equipment, Conducted Energy Devices, or any other intervention equipment have received the appropriate training, certification, authorisation, and refresher training required by applicable legislation, industry standards, and company policy. Documentary proof of such training must be made available upon request.
 - l. A Senior Security Officer, one of whom must be on duty at all times, shall have access to a suitably equipped patrol vehicle to perform supervisory, response, monitoring, inspection, and operational support functions. The vehicle must be maintained in a roadworthy condition, be appropriately marked where required, and be available for deployment throughout the operational period.
- 7) All security staff must report on incidents, including the following:
 - a. Date of the incident.
 - b. Time of the day
 - c. The exact location (preferably GPS)
 - d. Details of others involved and witnesses.

- e. Description of what happened.
 - f. Photos (if available)
- 8) The Supplier's administrative staff may be required by the Purchaser to assist with investigations, including the monitoring of CCTV cameras or available CCTV footage.

Remuneration: Item No. 2.5 and 3 in the Schedule of Rates

7 GENERAL REQUIREMENTS

7.1 Site facilities

The Purchaser will provide space on CCT land within 5 km from the work area where the Supplier can establish his own temporary site offices and other temporary facilities to operate from. The Supplier must make his own arrangements for services and must provide for ablution and other facilities for all personnel employed on the site. The Supplier's personnel will not be permitted to use the City's ablution facilities.

The supplier will keep the facility clean and well managed and return the facility clean and without damage, in the same condition it was received.

The security of the site facility and safety will be the responsibility of the Supplier. As a minimum, the Supplier shall provide for the following:

- 1) External perimeter security fence 2.4m high.
- 2) Alternatively, 2.4m high hoarding (shutter board) painted white on the external face.
- 3) One Grade D security guard during the day and night.

7.2 Operations and maintenance teams

- 1) The supplier is to submit an organogram upon appointment of the site staff, with names of staff and positions.
- 2) No loitering of staff will be allowed at any time. Staff who are employed to roam must show that they are assertive and focussed on their tasks.
- 3) The level of work activities and accordingly staff to be deployed will vary during the year and will normally be higher during peak holiday periods or during major events in the area. The supplier needs to take this into consideration. Key staff will be expected to take annual leave during the winter months with replacement staff appointed.
- 4) The Supplier's staff component will at minimum include the following:
 - a. A full-time Site Manager:
 - i. Technically strong, and practical person with the ability to manage staff, and administration, and to achieve standards and programs.
 - ii. Someone with a tertiary education, preferably in project management or the built environment.
 - iii. The Site Manager must be hands-on, have good interpersonal skills and relationship building, excellent communication, conflict resolution and report-writing skills, and ability to take initiative.
 - b. Supervisors/ Team Leaders (for roving team or site specific)
 - i. Two supervisors (one for each precinct) will be required full time. An additional supervisor will be required to cater for after hour work and non-working days (weekends and public holidays)
 - ii. They need to be practical persons with the ability to manage staff, they are to manage the roving staff (Community Ambassadors) and those that may be site specific.
 - iii. The supervisor to complement the skills set of the Site Manager and assist the Site Manager with specific roles and responsibilities.
 - c. Technical specialist
 - i. The technical specialist will undertake the role of technical support for specific works and provide assistance to the Site Manager. And will have a minimum of National Diploma in Horticulture and 5 years' experience as a supervisor.
 - ii. The technical specialist will be required to supervise the installation and maintenance of horticultural works to the highest standards, and repairs to hard landscaping maintenance methods including skilled stone work, carpentry, masonry works paving, plumbing, and general handyman skills to a high level of competence and able to achieve a craftsman's level of finish on all works attended to, as well as site mechanical servicing.
 - iii. The technical specialist will address the maintenance of the irrigation systems that are in place on the various sites and will have Irrigation industry training courses proof of which must be included in the tender bid. The technical specialist must be able to identify faults, comply with the sites administration requirements relating to the irrigation and related systems and able to quote on repairs as required.
 - iv. The technical specialist to complement the skills set of the Site Manager and assist the manager with specific roles and responsibilities.
 - d. Landscape staff:

All landscape staff will be required to undertake the following tasks (but not limited to), which the supplier is responsible to provide training for, as well as refreshers twice a year:

 - i. Horticultural maintenance and irrigation.
 - ii. Local tourist informant, all staff must be able to direct visitors to the surrounding points of interest, services and shops.

- iii. The landscape staff are viewed as an extension of the safety and security staff. The maintenance staff must be aware of the Security Officers' tasks and how to escalate any situations to those that can resolve the issue. On site training with the security service provider.
- iv. Staff are also to be trained in Level 1 first aid.
- v. Landscape maintenance team leader, preferred with an in training horticultural qualification or a minimum of 3 years' experience in the landscape maintenance industry as a team leader, the team leader must have been on a short course for supervision, e.g. Unit Standard in the National Certificate Landscaping NQF 3 - SAQA ID 66649. If the team leader has not been on supervision training, then the tenderer must show commitment to enrolling the team leader on such a course within the first month of the contract.
- vi. Irrigation team leader, with a minimum of an irrigation industry qualification or a minimum of 3 years' experience in the irrigation maintenance industry as a team leader. If the team leader has not been on supervision training, then the tenderer must show commitment to enrolling the team leader on such a course within the first month of the contract.
- vii. Hard landscaping maintenance team leader, with a minimum of a qualification in paving, electrical, plumbing or building, or a minimum of 3 years' experience in the building maintenance industry as a handyman. The team leader must have been on a short course for supervision, e.g. Unit Standard in the National Certificate Landscaping NQF 3 - SAQA ID 66649. If the team leader has not been on supervision training, then the tenderer must show commitment to enrolling the team leader on such a course within the first month of the contract.
- viii. Grass cutting team leader. With a minimum of 3 years' experience in the maintenance industry as well as completed or busy with NQF 4 Sports Turf - SAQA ID 21024. The team leader must have been on a short course for supervision, e.g. Unit Standard in the National Certificate Landscaping NQF 3 - SAQA ID 66649. If the team leader has not been on supervision training, then the tenderer must show commitment to enrolling the team leader on such a course within the first month of the contract.

7.3 Tools and Equipment

- 1) The tools and equipment required to undertake the maintenance to the standards required must be supplied by the Supplier, for each site.
- 2) The contractor must provide the companies policy on the usage of both mechanical and hand tools on appointment.
- 3) The Supplier must include the transport of both personal, equipment, materials and waste to and from the sites that are to be attended to by the roving team.
- 4) All equipment is to be removed from site during rest and eating breaks and at the end of the workday to the maintenance facility. Failure to do so will result in a penalty per item found.
 - a. No fuel is to be left on site unattended, and all fuel is to be in clearly labelled, specifically designed container for fuel, no cool drink bottles etc are to be used to be used to store or hold fuels and oils. This applies to all equipment that requires fuel. Storage of fuels and oils will be in accordance with the HAS requirements to which this contract is subject to.
 - b. All machinery used is to be maintained to the highest standards so as to ensure that there is not potential harm to both the operator and the general public.
- 5) The Supplier is to procure, deliver, store and maintain tools used on the various sites serviced by the roving team.
- 6) The use of mechanical equipment must not affect visitors or staff working at the facilities.
- 7) The rate for all and any mechanical equipment will include for all services, and maintenance, cleaning, fuels and lubricants and all parts and skilled mechanics necessary to keep the machinery in a safe and operational state.
- 8) Noise levels of selected equipment are to be measured and mitigated, as per the Department of Environmental and Cultural Affairs, Environment Conservation Act, 1989 (ACT 73 of 1998) Noise control regulations.

7.4 Response times

The following are expected response times to ad hoc items:

- 1) Irrigation repairs - 4hrs response time to inspect and identify the problem, repair if possible or isolate the problem until a quote is provided which must be provided within 24 hrs.
- 2) Waste removal - 12 hr response time to remove the waste.
- 3) Generally, works that have received a Purchase Order are to be completed within the agreed period.

Note: If the repair is of such a nature that it would require specialist attention and materials, then such an occurrence would not be subject to penalties, however, the Supplier must have inspected the issue and reported to the Precinct Manager within the stipulated period. There after a work program will be agreed to, to which the Supplier must comply, and to which penalties may apply.

7.5 Meetings

In addition to meetings required to coordinate with line departments and other stakeholders in terms of section 6.4.2 above, the Precinct Manager will also hold regular subject specific meetings as and when required, which the Supplier's Site Manager must attend.

The Supplier's senior management and/or company owner will be acquired to attend at least one meeting per month, with the prime focus to discuss the overall performance of the work.

Penalties may be awarded should the Supplier not comply and attend meetings as requested

7.6 Reports

The reporting requirements are as set out in the Scope of Work. The different requirements in terms of the different sections in the Scope of Work must be combined in a single report, covering all aspects.

Failure to comply with submitting the reports, will result in penalties.

7.7 Wayleaves, Permissions and Permits

The Supplier shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure.

The Supplier shall abide by any conditions imposed by such wayleaves, permissions or permits.

The Supplier shall ensure that all wayleaves, permissions and permits are available for inspection by the relevant service authorities on demand.

8 HEALTH AND SAFETY SPECIFICATION

All work shall be carried out in accordance with the regulations of the Occupational Health and Safety Act (85 of 1993).

The specifications set out below are the minimum requirements applicable to all Works Projects. The Purchaser may expand on these specifications with respect to certain Works Projects, in which case additional specifications may be issued as part of the Works Project briefing.

- 1) The Supplier is to appoint a health and safety subject specialist to advise on health and safety aspects. The involvement of the health and safety subject specialist and consideration of health and safety risks must be undertaken on at least a monthly basis.
- 2) All contracting staff need to be trained on basic health and safety in relation to the work they undertake.
- 3) All contracting staff deployed in the road reserves and public areas must wear appropriate personal protective clothing and gear (at the cost of the Supplier). This may typically include:
 - a. Broad rim hat and suncream for summer.
 - b. Overall (long sleeve or short sleeves depending on the season)
 - c. Reflective clothing (pants, jacket, vest),
 - d. Safety boots
 - e. Gloves (Specific to the job. This will differ for gardening; maintenance and handling chemicals and litter removal)
 - f. Goggles and eye wear.
 - g. Hearing protection.
 - h. Water boots
 - i. Wet weather gear
 - j. Suitable protective gear for spraying
 - k. Suitable protective gear for picking up litter.
- 4) Spraying or applying chemicals:
 - a. Spraying activities will be done with the correct Personal Protective Equipment and with signage in place to inform everybody of spraying activities.
 - b. All spraying will be supervised.
 - c. All spraying activities are to be closely monitored and communicated through signage and by advising the Purchaser and stakeholders operating in the area.
 - d. Storing of chemicals and fuels will be done in accordance with requirements of the prevailing environmental and health and safety legislations in South Africa.
 - e. Staff appointed to undertake any form of chemical spraying, must have been trained to do so and received a certificate in accordance with the fertilizer, farm feeds, Agricultural Remedies and Stock Remedies Act No 36 of 1947 as stipulated in the South African law. (Certificate of registration of pest control operator which includes Plant pest & disease, weed control program).
 - f. The tenderer is to provide a copy of the certification of the on-site pest control officer.
 - g. Disposal of containers containing hazardous chemicals is to be undertaken in terms of legislative requirements.
- 5) Cleaning materials and products
 - a. The Supplier must proactively manage inventory levels to prevent depletion of consumables, including toilet paper (1-ply, SABS 648 certified, white, and non-recycled), liquid and/or foam toilet hand soap, hand sanitiser, paper towels (SABS-compliant), disinfectants, toilet bowl cleaners, urinal mats and plastic bags for waste removal.
 - b. Wherever possible, the Supplier must use environmentally friendly cleaning products that are non-hazardous, biodegradable, and free from harmful chemicals. These products must not cause skin irritation or pose any health risks. Environmentally friendly

alternatives such as Environ, an all-purpose cleaner that replaces general cleaning detergents; Econodet, a liquid detergent that replaces dishwashing liquid; and Dermabac, a hand sanitiser that replaces liquid and/or foam hand soap, should be used where applicable or an equivalent product that meets safety and performance standards.

- c. Where hazardous chemical substances are required, the Supplier must submit the relevant material safety data sheet (MSDS) or sufficient information as required by the Occupational Health and Safety Act (Act 85 of 1993) for approval by the City's Official. The Supplier must ensure that hand towels, hand soap, and toilet paper are adequately stocked at each ablution facility daily.

6) Traffic safety measures:

- a. Where there is no working space off the road, construction vehicles may be parked on the shoulder only during working hours in which case flagmen and traffic cones shall be utilised to warn public traffic of the hazard. During non-working hours all obstructions to traffic shall be removed from the road.
- b. The parking of construction plant within the road reserve outside working hours will be permitted. The minimum clearance between the parked vehicles / plant and the edge of any carriageway shoulder shall be 3 metres.
- c. Individual work areas shall be clearly demarcated with traffic signs and delineators / cones as specified. The lengths and widths of the individual working areas shall be agreed with the Purchaser in order to accommodate a working day's production in the case of operations within the roadway which are of short duration. Where longer working sections are practical, the lengths of the individual working areas and widths of encroachment onto existing shoulders shall be agreed with the Purchaser.
- d. Closure of a traffic lane or partial lane or full closures shall be permitted only once the traffic-control facilities and temporary traffic diversions / deviations have been approved.
- e. Traffic cones manufactured in a fluorescent red-orange or red plastic material may be used during daylight. Cones used on deviations shall be 750 mm high with suitable heavy bases to prevent the cones from being blown over by wind or turbulence from moving traffic.
- f. Lane closures or traffic diversions that continue into night-time shall be demarcated by delineators and/or barriers.
- g. On completion of the work remove barriers/delineators/cones/signs by starting at the work area and work outwards against the flow of traffic.

7) Methodologies:

- a. The Supplier will be requested to provide a Health and Safety Plan with methodologies for all activities listed in the specifications which will be required after appointment, specifically by the end of the first month after the start of the contract, with a special focus on the health and safety of any such activity.

8) Penalties:

The Supplier shall comply with the health and safety specifications and any failure on his part to do so will entitle the Purchaser to certify the imposition of a penalty in terms of clause 22 of the Special Conditions of Contract.

9 ENVIRONMENTAL SPECIFICATIONS

All work shall be carried out in accordance with the National Environmental Management Act, 107 of 1998) and SANS 1200A.

The specifications set out below are the minimum requirements applicable to all Works Projects. The Purchaser may expand on these specifications with respect to certain Works Projects, in which case additional specifications may be issued as part of the Works Project briefing.

- 1) The Supplier shall nominate one of his staff members as his environmental representative to monitor, review and verify compliance with the Environmental Specifications and Environmental Management Plan by the Supplier.
- 2) The Employer may appoint an independent environmental officer as his environmental representative on site, with the mandate to enforce compliance with the Environmental Specifications and Plan. If not, the Precinct Manager will fulfil this function.
- 3) Hazardous chemical substances (as defined in the Regulations for Hazardous Chemical Substances in GN 1179 (25 August 1995)) stored on Site shall be stored in secondary containers which are clearly and appropriately marked/signed. The relevant Material Safety Data Sheets (MSDS) shall be available on Site. Procedures detailed in the MSDSes shall be followed in the event of an emergency situation.
- 4) If fuel and oil is to be stored on Site, then the Contractor shall submit a method statement covering the procedures for dealing with accidental hydrocarbon spillage and leaks, and detailing how these liquids will be stored, handled and disposed of. The Precinct Manager shall approve the location of all fuel storage areas. All necessary approvals with respect to fuel storage and dispensing shall be obtained from the appropriate authorities.
- 5) Treatment and remediation of hydrocarbon spill and leak areas shall be undertaken to the satisfaction of the Precinct Manager. In the event of a hydrocarbon spill the source of the spillage shall be isolated and the spillage contained.
- 6) If potentially hazardous substances are to be stored on site, the Supplier shall inform the Precinct Manager of such substances and provide a method statement detailing the substances/ materials to be used, together with the storage, handling and disposal procedures of the materials. Hazardous substances shall be stored out of flood risk areas and disposal of these substances shall be at a licensed waste disposal facility.
- 7) The Supplier shall provide ablution facilities for all personnel employed on the site, including shelter, toilets and washing facilities.
- 8) Toilet facilities provided by the Supplier shall occur in a ratio of not less than 1 toilet per 30 workers (1:15 is preferred) for each sex. Toilet facilities shall be located within the Supplier's camp, but also at work areas remote from the camp, all to the satisfaction of the Purchaser. All portable toilets shall be adequately secured to prevent them toppling over because of wind or any other cause.
- 9) The Supplier shall ensure that the entrances to these toilets are adequately screened from view, that they are maintained in a hygienic state, serviced regularly, that no spillage occurs when they are cleaned and that contents are removed from site.

- 10) The Supplier shall always provide toilet paper.
- 11) Discharge of waste from toilets into the environment and burial of any type of waste is strictly prohibited.
- 12) Potential pollutants of any kind and in any form shall be kept, stored, and used in such a manner that any spill or escape can be contained and any adjacent water courses or bodies are not endangered. Spill kits which can be used to contain and/or mop up spills shall be available. Water containing such pollutants as cements, concrete, lime, chemicals, oils and fuels shall be discharged into a conservancy tank for removal from the Site to a licensed disposal facility.
- 13) No paint products, chemical additives and cleaners, such as thinners and turpentine, may be disposed of into the stormwater system or elsewhere on site. Brush/roller wash facilities shall be established to the satisfaction of the Purchaser.
- 14) Any rehabilitation of the environment required as a result of pollution by the Contractor shall be at his own cost in accordance with a method statement approved by the Precinct Manager.
- 15) Noise levels of selected equipment are to be measured and mitigated, as per the Department of Environmental and Cultural Affairs, Environment Conservation Act, 1989 (ACT 73 of 1998) Noise control regulations.
- 16) The Supplier shall submit an Environment Management Plan with methodologies for all activities listed in the specifications which will be required after appointment, specifically by the end of the first month after the start of the contract, with a special focus on the environmental management of any such activity.
- 17) Penalties:
The Supplier shall comply with the environmental specifications and any failure on his part to do so will entitle the Purchaser to certify the imposition of a penalty in terms of clause 22 of the Special Conditions of Contract. Note that penalties will be issued in addition to any remedial costs incurred as a result of non-compliance with the environmental specifications.

10 TRADE NAMES OR PROPRIETARY PRODUCTS

Tenderers/Suppliers must note that wherever this document refers to any particular trademark, name, patent, design, type, specific origin or producer, such reference shall be deemed to be accompanied by the words “or equivalent”.

11 PARTICIPATION OF LOCAL/TARGETED LABOUR AND SUB-CONTRACTORS

The CCT encourages the Supplier to employ local people (jobseekers) and sub-contractors for all non-core/senior management activities where sufficient local skills are available to allow for a competitive bidding process, meaning at least three or more competent (in terms of reasonable pre-defined criteria) skill sources or entities are available.

Lists of locally available people and sub-contractors to choose from must be obtained from the local Subcouncil(s) offices and, in the case of sub-contractors, must have a verifiable valid Vendor Number.

The Purchaser may require a once-off (or repeated as considered necessary) skills audit, advertised locally, to augment the Subcouncil databases.

In this context, “local” shall mean people who reside in the target area and sub-contractors whose majority of their staff reside in the target area. The target area shall be the relevant precinct area, but may be expanded to include adjacent areas. Preference will be given to the precinct or project area but may be split between different areas in ratios as agreed with the relevant Subcouncil Manager(s) and advised by the Purchaser.

People or service providers who are members of the City’s precinct management structures (BLG, PEC or PRG) are disqualified from employment through this tender/contract.

The Supplier shall enter into written contracts of temporary employment with all targeted labour if elected to make use of local labour.

The Supplier is required to provide all informal (on-the-job) skills training so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of informal training shall be included in the rates for the various work activities.

Expanded Public Works Programme (EPWP)

The Supplier may be required to provide temporary EPWP employment opportunities to the unskilled / semi-skilled labour within the local community. These individuals should be employed in accordance with Basic Conditions of Employment Act, 1997, Ministerial Determination 4: Expanded Public Works Programs and provision make for one half-day for EPWP induction training for the EPWP beneficiaries. The Supplier is required to report monthly labour returns on the EPWP beneficiary template and include it with the submission of the monthly certificates. The targets for the following groups are as follows:

- 60% women;
- 55% youth who are between the ages of 16 and 35; and
- 2% persons with disabilities.

12 EMPLOYMENT OF SECURITY PERSONNEL

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

13 FORMS FOR CONTRACT ADMINISTRATION

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

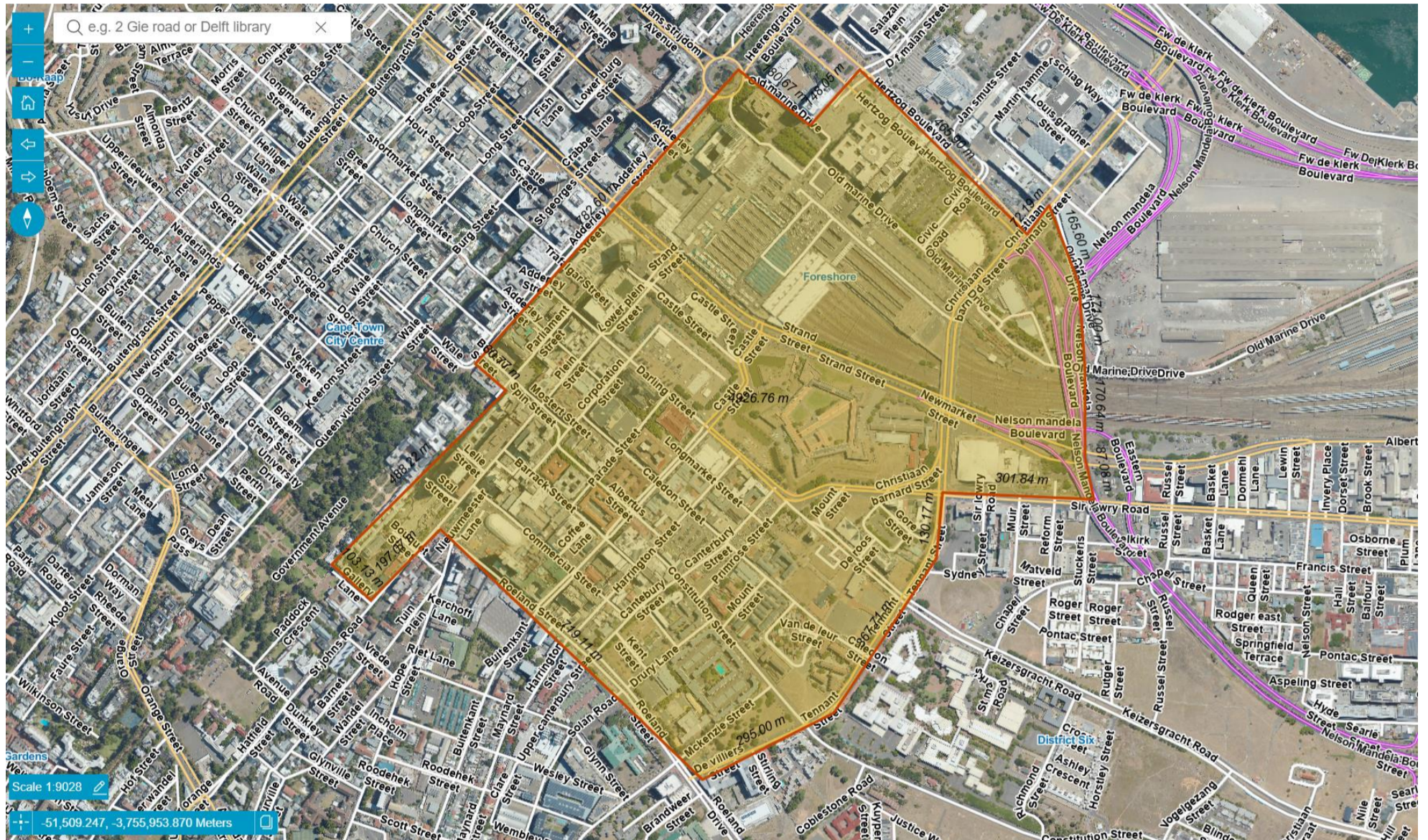
- a) Monthly Project Labour Report (described below)

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than **R500** per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

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

14 SPECIFICATIONS ANNEXURES

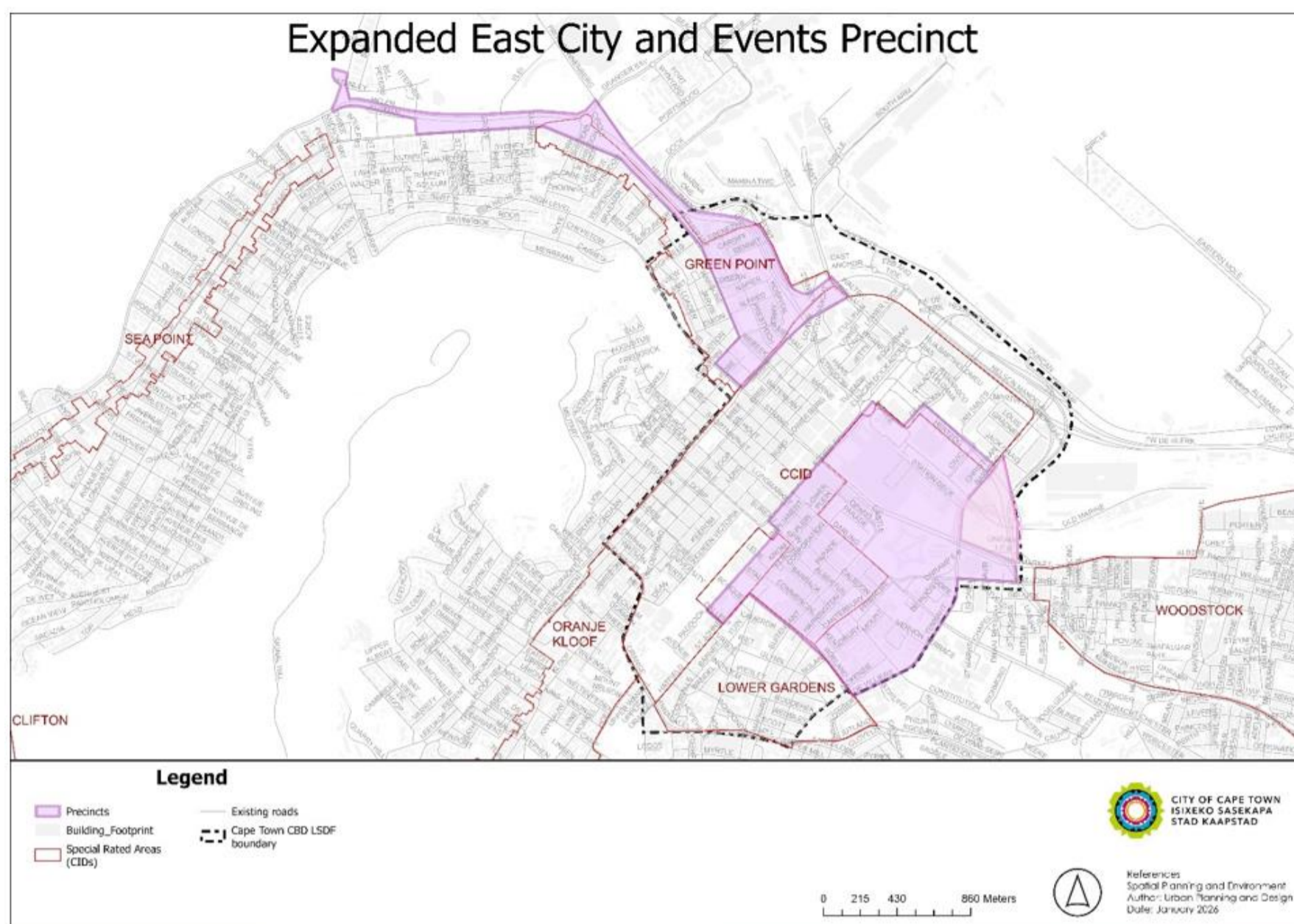
Annexure A.1: Expanded East City Precinct



Annexure A.2 Events Precinct



Annexure B: Expanded East City and Events Precincts



Annexure C:

Common Plants	Succulent Plant Genera	Tree Species
Agapanthus Dwarf	Aloe spp	Afrocarpus falcatus (male only)
Agapanthus spp	Aptenia cordifolia	Agonis flexuosa
Agathosma spp	Bulbine spp	Aloidendron barberae
Antirrhinum	Carpobrotus spp	Apodytes dimidiata
Arctotis spp	Cotyledon spp	Araucaria columnaris
Argyranthemum	Crassula spp	Araucaria heterophylla
Aristea ecklonii	Cotula spp	Arbutus unedo
Aristea major	Delosperma spp	Brabejum stellatifolium
Artemisia spp	Portulacaria spp	Brachychiton acerifolius
Barleria spp	Sansevieria spp	Buddleja saligna
Begonia		Burchellia bubalina
Brachyleana rotunda		Calodendrum capense
Brunfelsia spp		Canthium inerme
Buddleja spp		Carissa macrocarpa
Bulbine ssp		Cassine crocea
Carissa macrocarpa		Cassine peragua
Carpobrotus spp		Cedrus atlantica
Cerastium tomentosum		Cedrus deodara
Chasmanthe mix		Cedrus libani
Chlorophytum comosum		Celtis africana
Chondropetalum tectorum		Celtis sinensis
Cineraria saxifraga		Ceratonia siliqua
Cineraria saxifrage		Chionanthus foveolatus
Clivia miniata		Citrus limon
Coleonema spp		Corymbia ficifolia
Cotula sericea		Cunonia capensis
Curio ficiodes		Cupressus sempervirens
Cyperus spp		Curtisia dentata
Dahlias annuals		Cussonia spicata
Delosperma abbotti		Dais cotinifolia
Diascia integerrima		Diospyros whyteana

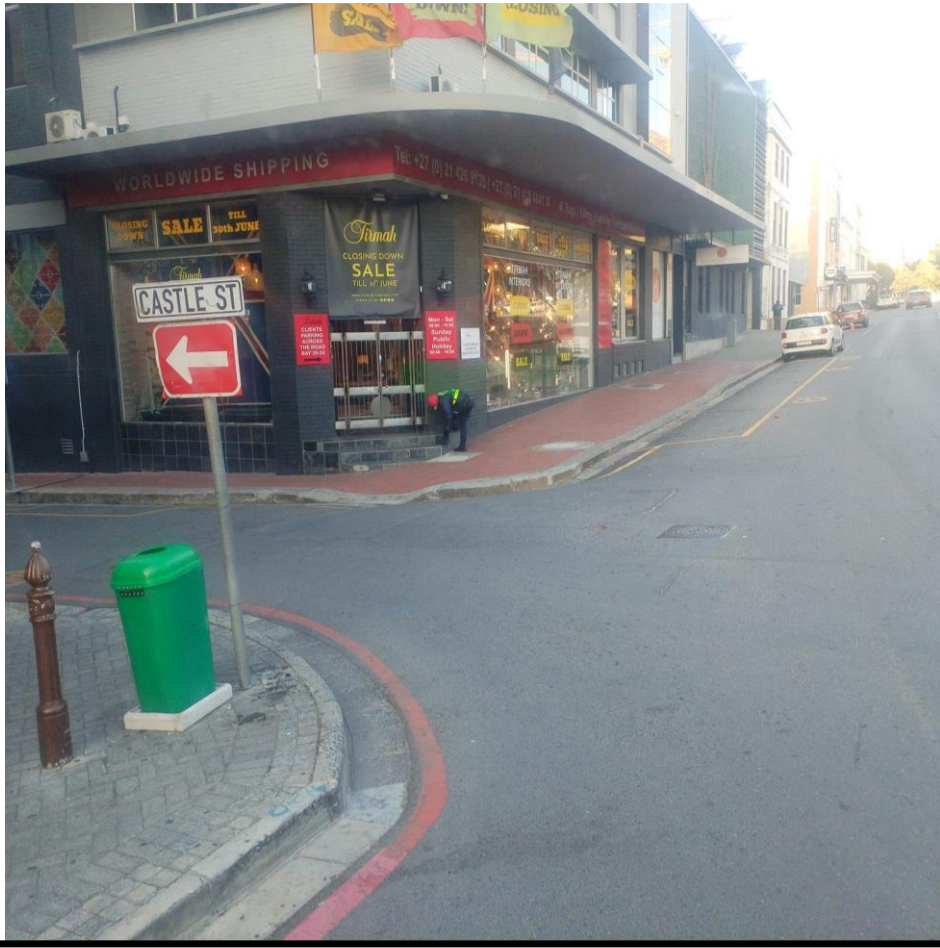
Dietes spp		Dodonaea angustifolia
Dimorphoteca spp		Dombeya rotundifolia
Dombeya kirkii		Dovyalis caffra
Duranta Cliffortia ferruginea		Ekebergia capensis
Elegia spp		Encephalartos spp
Eriocephalis africanis		Ficus natalensis
Euphorbia spp		Ficus rubignosa
Euryops spp		Ficus sur
Falkia repens		Gardenia thunbergia
Felicia spp		Ginkgo biloba (male only)
Gaura (hybrids only)		Harpephyllum caffrum
Gazania spp		Ilex mitis
Geranium multisectum		Jacaranda mimosifolia
Haworthiopsis limifolia		Kigelia africana
Helichrysum spp		Lagerstroemia indica (incl. cultivars)
Hemerocallis spp		Laurus nobilis
Hypoestes aristata		Lophostemon confertus
Impatiens		Macadamia integrifolia
Kalanchoe spp		Melaleuca species
Kniphofia spp		Metrosideros excelsus
Lachenalia spp		Nuxia floribunda
Lampranthus spp		Ocotea bullata
Lavender species		Olea africana
Leonotis leonurus		Olinia ventosa
Lobelia spp		Phoenix canariensis
Metalasia muricata		Phoenix reclinata
Orphium frutescens		Pinus halepensis
Osteospermum spp		Pinus pinea
Paranomus Bracteolaris		Pittosporum viridiflorum
Pelargonium spp		Podocarpus elongatus
Petunias		Podocarpus henkelii
Plectranthus spp		Podocarpus latifolius
Plumbago spp		Portulacaria afra
Polygala spp		Prunus africana
Primula		Prunus amygdalus
Restio spp		Prunus cerasifera
Salvia spp		Pterocelastrus tricuspidatus
Scoenoplectus corymbosus		Punica granatum
Searsia spp		Searsia chirindensis
Sedum species		Searsia lancea
Senecio elegans		Searsia pendulina
Solanum africanum		Senegalia galpinii
Stachys byzantina		Sideroxylon inerme
Tagetes marigold		Syzygium cordatum
Tecomaria capensis		Syzygium guineense
Tulbachia Tulbaghia spp		Tarchonanthus camphoratus
Ursinia spp		Tipuana tipu
Veltheimia spp		Tristaniopsis laurina
Viola spp - pansies		Vachellia karroo
Watsonia spp		Vachellia sieberiana
scabiosa africana		Vachellia xanthophloea
		Viburnum species
<i>Common plants</i>		Washingtonia robusta
<i>For the purposes of this tender, common plants refers to a broad category of vegetation that encompasses widely available recognized plant species commonly used in landscaping, gardening and horticultural projects. While the list of common plants provided below aims to provide a comprehensive selection, it is important to note, it is not the exhaustive list:</i>		

Annexure D: Public toilet facilities



Annexure E: Level of Cleanliness

Level 1: Desired level of cleanliness



Level 2: Minimum level of cleanliness



Level 3: Unacceptable level of cleanliness



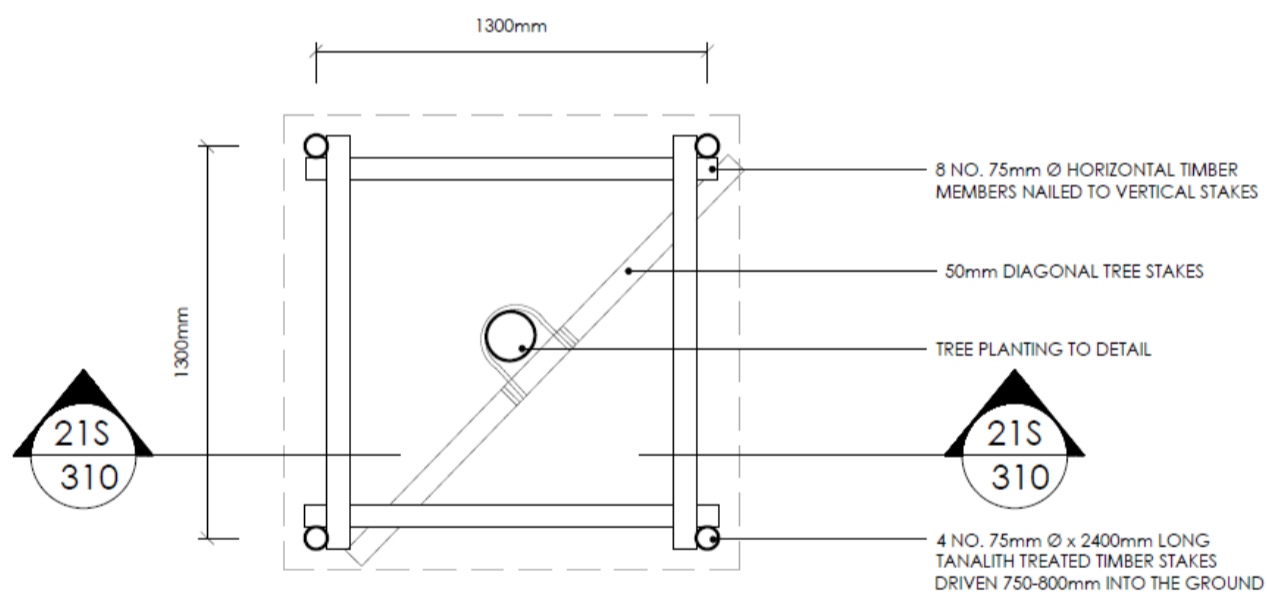
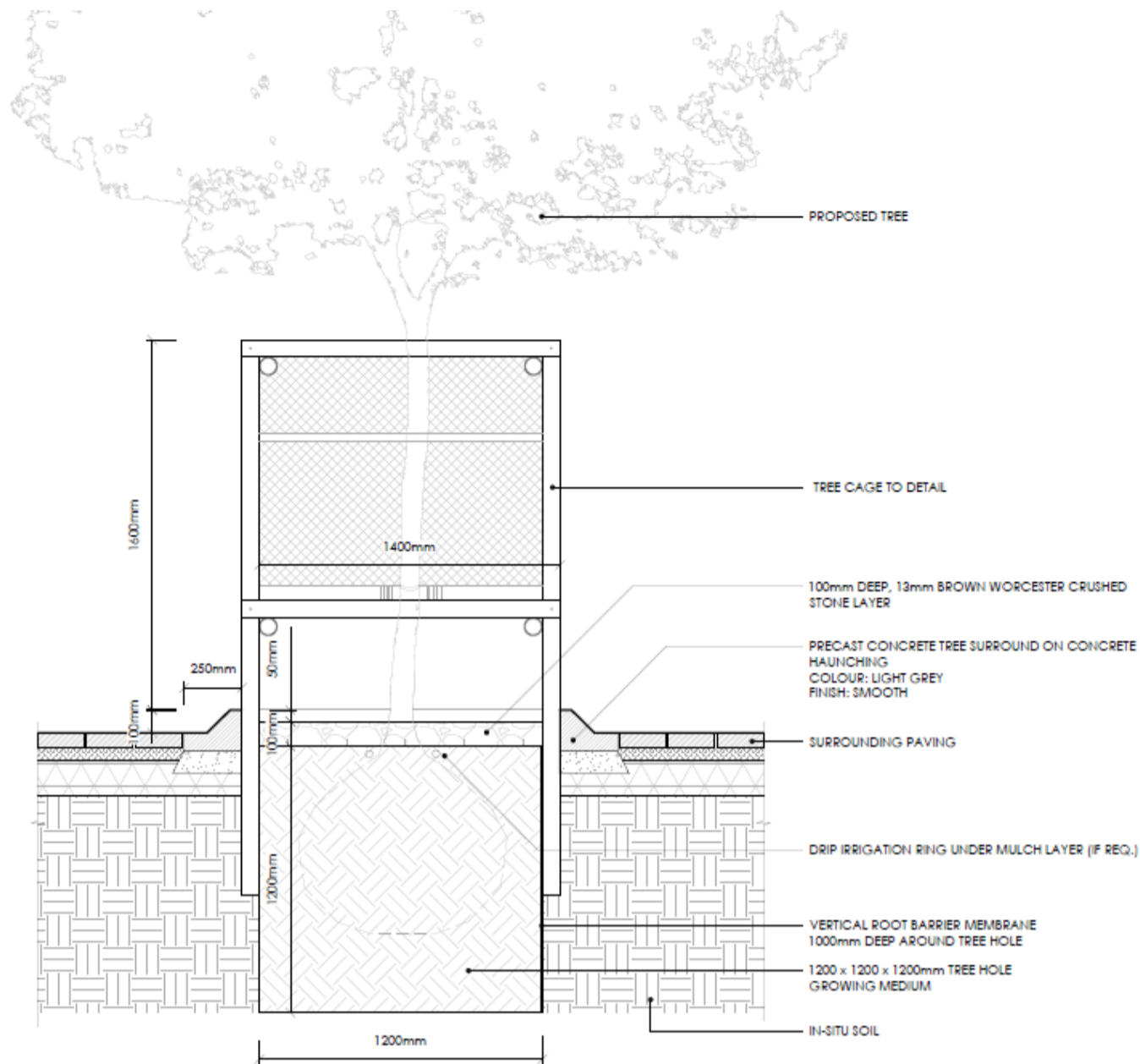
Level 4: Totally unacceptable level of cleanliness

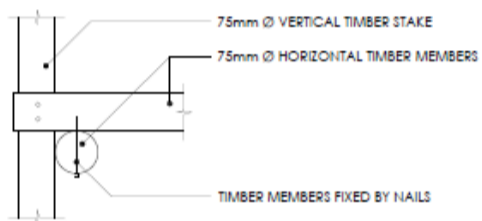
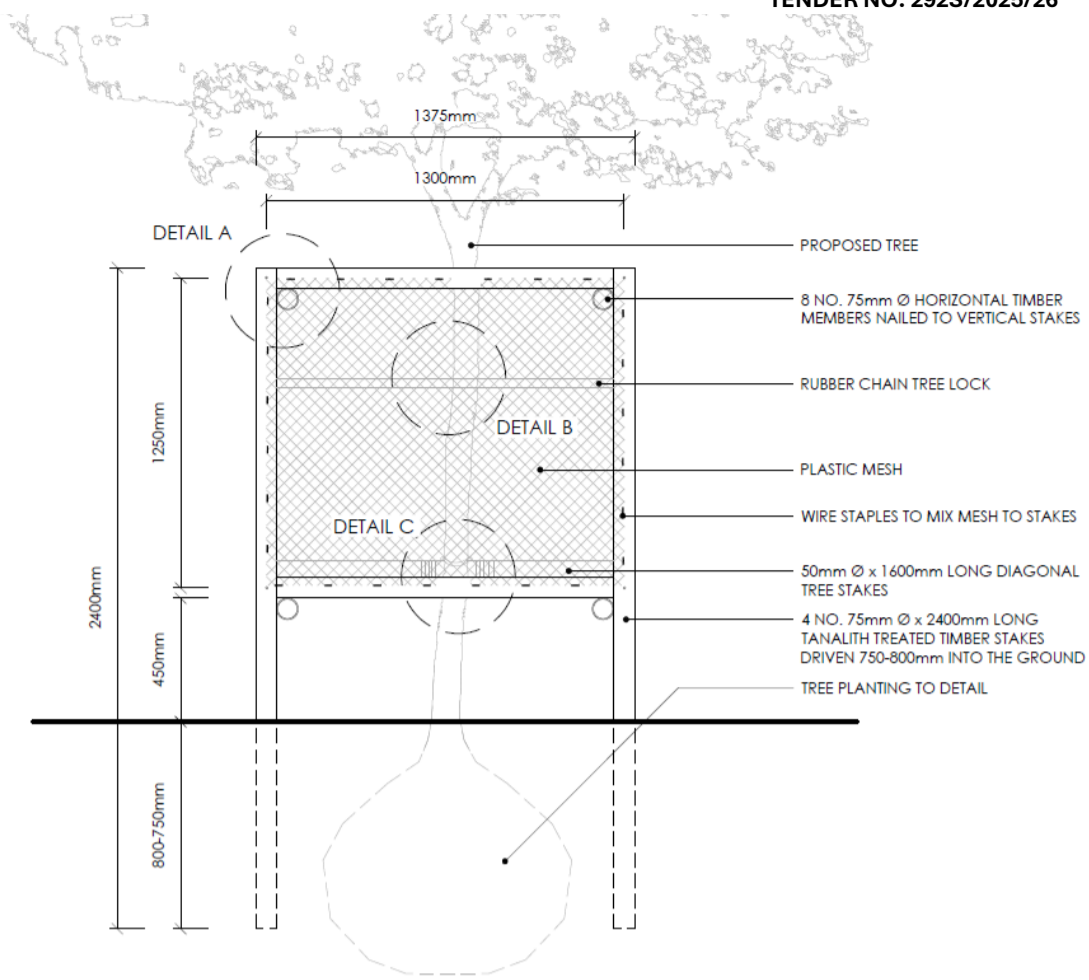


Annexure F: Disposal Control Sheet

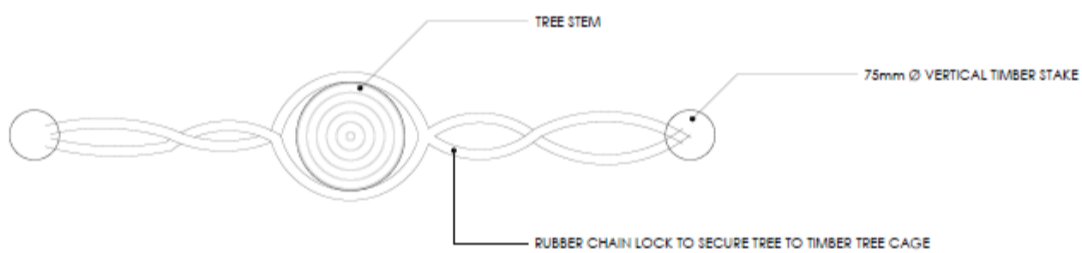
Disposal Control Sheet							
Company Name _____				Vehicle Registration _____			
Date	Site Arrival Time	Origin of Waste	Disposal Site Time In	Disposal Site Time Out	Tonnage	Area Supervisor: Confirmation	Driver Confirmation (Initial only)
Document Controller Name:	_____		Signature:	_____			

Annexure G: Tree stakes

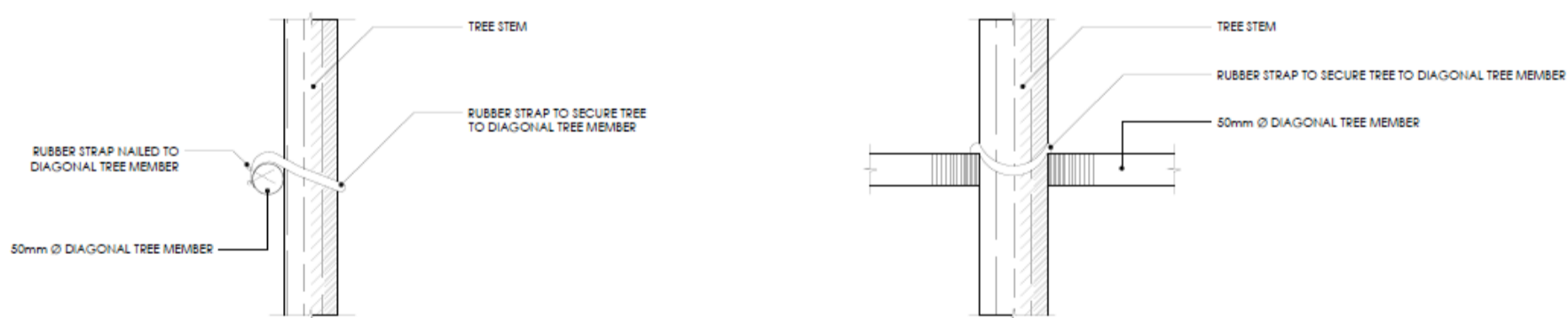




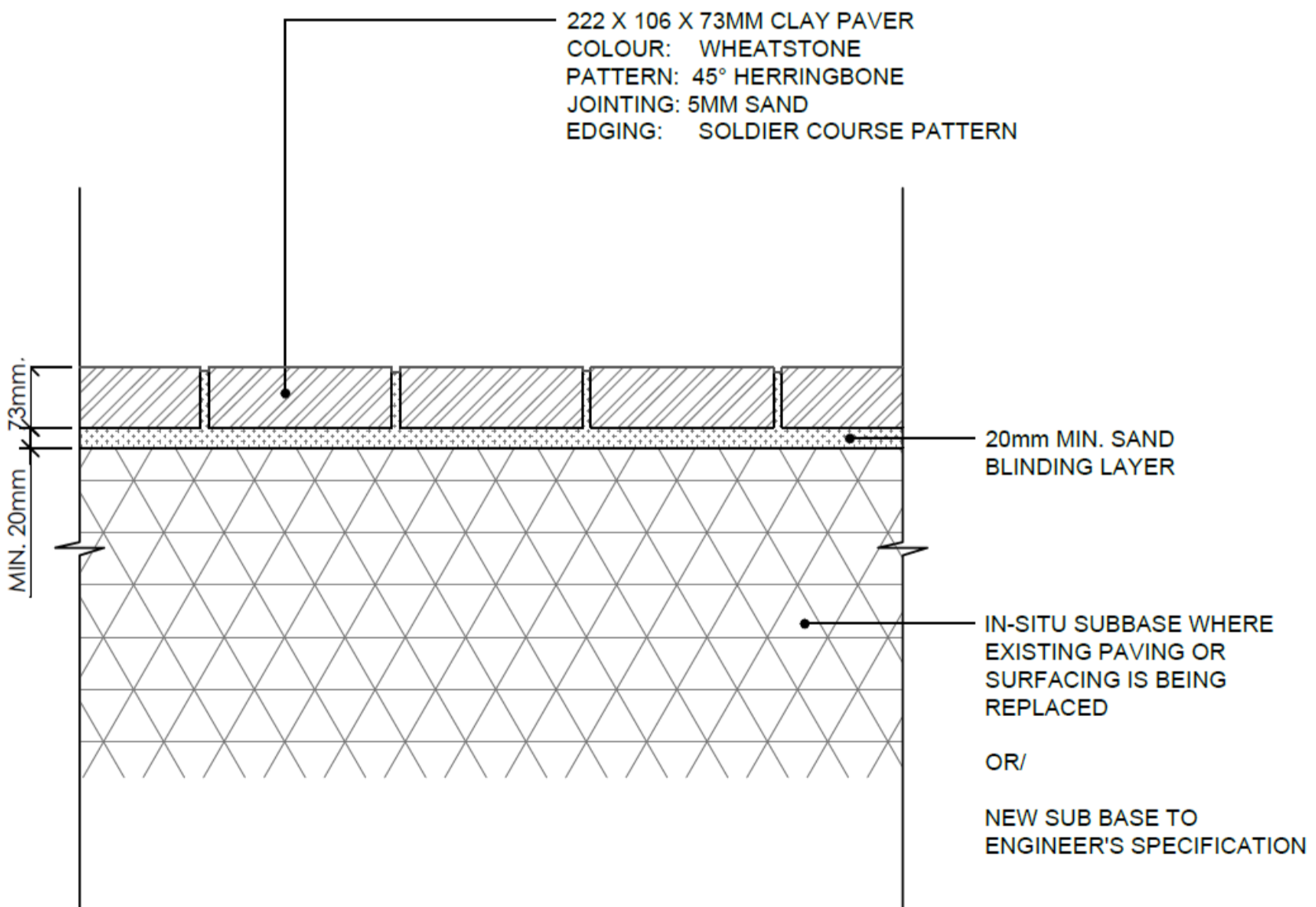
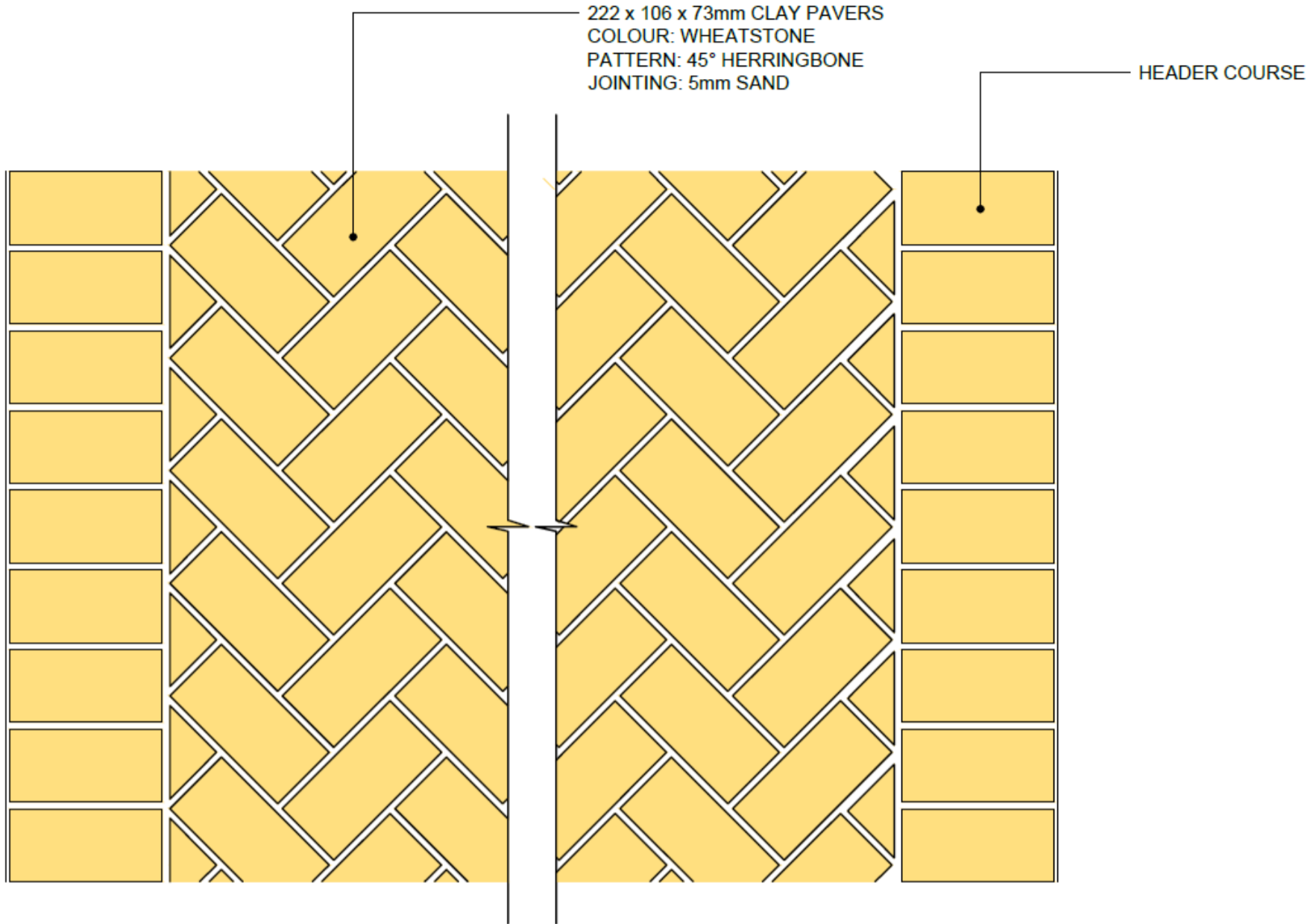
DETAIL A





DETAIL B


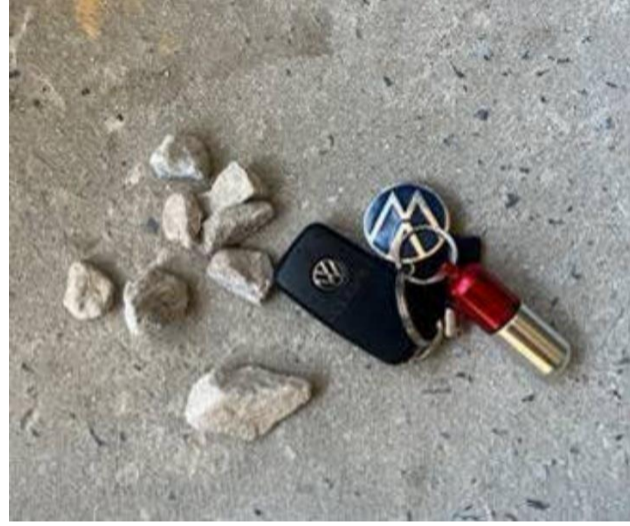


Annexure H: Paving



Annexure I: Crushed stone

	50mm Hornfell	28mm Hornfell
Material Image		

	28mm Sandstone	28mm Quartzitic
Material Image		

C.6 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 agreement.

1. Definitions

Insert new clause 1.1A with the following:

- 1.1A “Commencement Date” means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).
- 1.1B “Conditions of Contract” means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

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 agreement. 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 (chosen domicilium citandi et executandi).

Add the following after Clause 1.25:

- 1.26 ‘Supplier’ means the provider of Goods and / or Services with whom the Contract is concluded also referred to as “contractor” in the GCC.
- 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
- 1.28 “Working Day” means Monday to Friday excluding weekends and Public Holidays (in the Republic of South Africa).
- 1.29 “Service Provider” shall have the same meaning as “Supplier”.

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 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the 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/or Services 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 as amended from time to time. If the Purchaser 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 the 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 termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.

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 Purchase Order by the Purchaser and no later than the periods as set out in the Contract:
- 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, and
 - d) Other requirements as detailed in the Contract.
- 3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services 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 and/or Services 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 and/or Services 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 due 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 Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.
- 3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.
- 3.6.3 Take possession of the Goods and /or Services 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.
- 3.6.6 Grant or refuse any extension of time requested by the Supplier of the period stated in clause 10.
- 3.6.7 Inspect the Goods and/or Services 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 the 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 agreement and need not obtain the Supplier's permission to copy it 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 in terms of the agreement and the Purchaser hereby indemnifies the

Supplier against any claim which may be made against it by any person / entity, 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 agreement within two (2) years of Delivery of the Goods, 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 agreement, 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 Purchaser.

5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, 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 Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;

5.8.3.2 not modify, add to, change or alter the Purchaser'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 Purchaser;

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 Purchaser;

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

5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.

5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser 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 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following after clause 5.8:

5.9 **Protection of Personal Information Act of 2013**

By submitting a tender to the Purchaser, (and by concluding any ensuing related agreement with the City of Cape Town, if applicable), the Tenderer thereby acknowledges and unconditionally agrees:

5.9.1 that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;

5.9.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;

5.9.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;

5.9.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;

- 5.9.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and
- 5.9.7 that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

5.10 **PERFORMANCE MONITORING**

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

7. Performance Security

Not Applicable. Tenderers must disregard the **Pro Forma Performance Security/ Guarantee** and are not required to furnish same.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

- 8.2 If it is a bid condition that Goods and/or Services 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 Supplier 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 Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the "goods" does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.
- 10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services 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 and/or Services 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 such written 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:
- 11.2.1 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;
- 11.2.2 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;
- 11.2.3 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 Supplier's broker or the insurance company itself (see the Pro Forma Insurance Broker's Warranty).
- [11.2.4 In the case of Contracts for delivery of professional services, 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.]
- 11.2.5 In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the Purchaser will retain its right of recourse against the Supplier.
- 11.3 The Supplier shall be obliged to furnish the Purchaser with proof of such insurance as the Purchaser may require from time to time for the duration of this Contract. Evidence that the insurances have been affected 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 Pro forma Insurance Broker's Warranty or copies of the insurance policies.

16. Payment

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

16.1 Payment of invoices will be made:

16.1.1 Within 30 (thirty) days of receiving the relevant invoice or statement from the Supplier, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the Purchaser.

16.1.2 Notwithstanding anything contained above, the Purchaser shall not be liable for payment of any invoice that pre-dates the date of delivery of any Goods and/or Services.

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 Purchase Order, the Supplier shall only be entitled to payment for Goods and/or Services actually delivered in terms of the Specification and Drawings, or any variations thereof made in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the Purchaser.

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 Purchaser delegated authority 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 and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 Contract Price Adjustment and/or Rate of Exchange Variations and the following conditions will be applicable: Stats SA CPI - Method D.

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 and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are 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, the Purchaser's liability for payment shall not arise until such time as the change has been duly approved and such approval communicated to 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 Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not relive the Supplier from any liability or obligation under the Contract.

21. Delays in the supplier's performance

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

21.2 If at any time during the performance of obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) 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 this Contract shall be deemed to prohibit the obtaining of Goods and/or Services 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 and/or Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, as a penalty, a sum as stated herein for each day of the delay until actual Delivery or performance.

Penalties will apply either as fixed amounts per occurrence or calendar days delay to rectify, past the allowed notice period.

The penalty for this contract shall be as follows and will be adjusted by CPI on an annual basis.

These penalties are independent of any other penalties or fines imposed by other authorities (biggest of fines) against the City or the Supplier directly.

22.1.1 Procedures for the application of penalties:

- 1) The Purchaser shall notify the Supplier by email, of their non-compliance in relation to the specifications.
- 2) The Supplier will have a determined period to address the issue at hand as set out in terms of the contract.
- 3) Failure to address the non-compliance will result in a final email from the Precinct Manager advising the Supplier that the penalty will be applied. The full value of the penalty will be finalised once the Supplier is compliant, which will be advised by the Supplier and confirmed by an email from the Precinct Manager.

22.1.2 Penalties - Precinct Management and General (applicable to all sections):

Item No	Description (Penalty applies if any of these are not present at the time of inspection)	Reference to Specifications	Notice period to rectify before penalty applies	Penalty
PA 1	Delay in adhering to delivery/ milestone timelines forming part of the Works Project, including any extension of time granted.		Two weeks, unless otherwise agreed in the Works Project	0.02% of purchase order amount per day delay, unless otherwise agreed in the Works Project
PA 2	Delay in submission of weekly reports by due date		24 hours	R1 000 per report
PA 3	Delay in submission of monthly reports by due date		2 days	R2 000 per report
PA 4	Non-adherence to Safety & Security specification requirements: <ul style="list-style-type: none"> • Staff not wearing the required personal protective clothing and equipment, eg, safety shoes, overall, rain gear (rainy weather), safety glasses, gloves, etc. 		No notice period	R200 per offence
PA 5	<ul style="list-style-type: none"> • Incorrect storage of chemicals 		No notice period	R200 per offence
PA 6	<ul style="list-style-type: none"> • Incorrect disposal of containers containing hazardous chemicals 		No notice period	R200 per offence
PA 7	<ul style="list-style-type: none"> • Contravening chemical spraying safety precautions, including warnings to others and signage <p>For each subsequent similar offence, the fine shall be doubled in value to a maximum value of R10 000</p>		No notice period	R500 per offence
	Non-adherence to Environmental requirements:			

Item No	Description (Penalty applies if any of these are not present at the time of inspection)	Reference to Specifications	Notice period to rectify before penalty applies	Penalty
PA 8	<ul style="list-style-type: none"> Persistent and unrepaired oil leaks from machinery/not using a drip tray to collect waste oil and other lubricants/not using absorbent material to encapsulate hydrocarbon spillage/using inappropriate methods of refuelling (the use of a funnel rather than a pump) 		No notice period	Max R3 000 per offence (The purchaser will decide depending on the severity.)
PA 9	<ul style="list-style-type: none"> Supplier's staff not making use of ablution facilities. 		No notice period	R1 000 per offence
PA 10	<ul style="list-style-type: none"> Damage to trees not specified to be removed 		No notice period	R5 000 per offence
PA 11	<ul style="list-style-type: none"> Excessive noise in contravention of allowed limits 		No notice period	R1 000 per offence
PA 12	<ul style="list-style-type: none"> Not containing water contaminated with pollutants such as cement, concrete, fuel, etc. <p>For each subsequent similar offence, the fine shall be doubled in value to a maximum value of R20 000</p>		No notice period	R2 000 per offence

22.1.3 Cleaning and waste management

Item No	Description (Penalty applies if any of these are not present at the time of inspection)	Reference to Specifications	Notice period to rectify before penalty applies	Penalty
PB 1	Green 100 litre refuse bins along streets overflowing		Within the first hour of the next worker shift	R200 per offence
PB 2	Refuse heaps or accumulation of refuse		Within the first hour of the next worker shift	R200 per offence
PB 3	Refuse bags (Code 9 marking) left unattended/ uncollected		24 hours	R500 per bag
PB 4	Waste storage area – dirty and not in compliance with specifications		24 hours	R1 000 per offence
PB 5	Cleanliness Level 3 (based on weekly average)		24 hours	R1 000 per offence
PB 6	Cleanliness Level 3 (based on weekly average)		24 hours	R2 000 per offence

22.1.4 Hard and Soft Landscaping

Item No	Description (Penalty applies if any of these are not present at the time of inspection)	Reference to Specifications	Notice period to rectify before penalty applies	Penalty
PC 1	Water being wasted by poorly managed irrigation system.		One hour	R2 000 / incident / day
PC 2	Dry spots in beds and lawns and the plant is observed to be under stress		24 hours	R2 000 / incident / day

22.1.5 Safety and security

Item No	Description (Penalty applies if any of these are not present at the time of inspection)	Reference to Specifications	Notice period to rectify before penalty applies	Penalty
PD 1	In addition to PA 4 above:		No notice period	R110
PD 2	Baton or baton holder		No notice period	R110
PD 3	ID Card (Identity Card, visible while on duty)		No notice period	R220
PD 4	Uniform		No notice period	R110
PD 5	Luminescent Bib		No notice period	R220
	Handcuffs or Key for Handcuffs		No notice period	R110
	Occurrence Record keeping devices (book??)		No notice period	R110

Item No	Description (Penalty applies if any of these are not present at the time of inspection)	Reference to Specifications	Notice period to rectify before penalty applies	Penalty
	Radios (or Mobile phone) not in full working order		No notice period	R550
	Provision of Security Officer of lower grade than ordered; OR Incorrect Grades Posted		No notice period	Payment will be adjusted according to the grade poste AND – R 550
	Provision of Security Officer with no registered security training		No notice period	No payment
	Late for Duty (Late Posting – 15 minutes allowance after normal agreed upon starting hours)		No notice period	R220
	Sleeping on Duty		No notice period	R330
	Intoxicated whilst on duty. (Employee to be removed off site and replaced within 1 hour)		No notice period	R330
	Post Desertion		No notice period	R330
	Non-compliance to specific instructions issued by the Purchaser		No notice period	R220
	Short Posting per shift (deployment of security officers 1 hour after shift commencement)		No notice period	R 330 per officer
	Unscheduled upliftment or deployment of a guard, or signing a guard on at two sites simultaneously		No notice period	R550 per officer
	Any tampering with equipment, including monitoring devices		No notice period	R330

Please Note: Where applicable, a combination of several penalties may be applied.

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

If the Supplier fails to remedy the breach in terms of such notice.

Add the following after clause 23.7:

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

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

23.8.2 If the Parties, by mutual agreement, terminate the Contract.

23.8.3 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 the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).

23.8.4 Reputational risk or harm to the Purchaser

The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate the contract if the implementation of the contract may result in reputational risk or harm to the Purchaser as a result of (inter alia):

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

- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.

By or in relation to the Supplier, the Contract may be terminated by the Purchaser after providing notice to the Supplier.

- 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 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:

26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or

26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.

- 26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Contract.

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 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 (a) and (b) and replace with the following:

(a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;

(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 day delivery of delivery or the next Working Day,
 - 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 Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN 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.

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT 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 including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

36. Works Order Allocation Procedures

36.1 As and when the Purchaser requires work to be executed under the framework contract, the Purchaser shall specify, inter alia, the nature, location(s), extent, scope of work, proposed programme, contract period and rates with quantities to be used, in a **Works Project**.

36.2 The Purchaser shall engage the Supplier and agree on the details of the Works Project. The agreed quantities shall be multiplied by the awarded contract rates to constitute amounts that will be totalled to provide a financial estimate for the specific Works Project.

36.3 When the Works Project details have been agreed between the Supplier and Purchaser, the Purchaser will arrange for the City of Cape Town's official purchase order, such date being the commencement date of the Works Project.

C.7 GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.
- 1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.
- 1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection.

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

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance Security

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

8. Inspections, tests and analyses

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

- (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.

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker’s Warranty



Letterhead of supplier’s Insurance Broker

Date _____

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 2023/24

TENDER DESCRIPTION:

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 CCT 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)

MONTHLY PROJECT LABOUR REPORT



BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:
--

Year	Month

Sheet		
1	of	

	(8)	(8)	(8)	(9)			(10)		(11)	(12)	(13)	(14)
No.	First name	Surname	ID number	New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	Job seeker database (Y/N)	Contract start date (DDMMYY)	Contract end date (DDMMYY)	No. days worked this month (excl. training)	Training days	Rate of pay per day (R - c)
1												
2												
3												
4												
5												
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Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

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

Annexure C - Pro Forma Performance Security/ Guarantee

GUARANTEE PERFORMANCE SECURITY

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

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

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 Its obligation under this Guarantee/Performance Security is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the CCT the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the CCT to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;

- 4.2 *A first written demand issued by the CCT to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.*
5. *Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the CCT the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:*
 - 5.1 *The Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or*
 - 5.2 *a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and*
 - 5.3 *The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.*
6. *It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.*
7. *Where the Guarantor has made payment in terms of 5, the CCT shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the CCT's bank compounded monthly and calculated from the date payment was made by the Guarantor to the CCT until the date of refund.*
8. *Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.*
9. *The CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.*
10. *The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.*
11. *This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.*

12. *This Guarantee/Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.*

13. *Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.*

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Approved Financial Institution as at 13 August 2025:

1.1 National Banks

ABSA Bank Limited
Firststrand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

1.2 International Banks (with branches in South Africa)

Barclays Bank PLC
Citibank NA
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JPMorgan Chase Bank
Societe Generale
Standard Chartered Bank

1.3 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
Old Mutual Alternative Risk Transfer Insure Limited (OMART Insure)
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)
Regent Insurance Company Limited
Renasas Insurance Company Limited
Santam Limited

Annexure D - Pro Forma Advance Payment Guarantee

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

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

Amount in words:

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

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

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

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

Amount in words:

1. *The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.*
2. *The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the termination of the Contract or the date of payment in full of the Guaranteed Advance Payment Sum, whichever occurs first.*
3. *The Guarantor hereby acknowledges that:*
 - 3.1 *any reference in this Advance Payment Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;*
 - 3.2 *Its obligation under this Advance Payment Guarantee is restricted to the payment of money.*
4. *Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the CCT the sum advanced to the Supplier upon receipt of the documents identified in 4.1 to 4.2:*

- 4.1 *A copy of a first written demand issued by the CCT to the Supplier stating that payment of a sum advanced by the CCT has not been repaid by the Supplier in terms of the Contract ("default") and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;*
- 4.2 *A first written demand issued by the CCT to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum advanced has still not been repaid by the Supplier.*
5. *Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the CCT the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:*
 - 5.1 *the Contract has been terminated due to the Supplier's default and that this Advance Payment Guarantee is called up in terms of 5; or*
 - 5.2 *a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Advance Payment Guarantee is called up in terms of 5; and*
 - 5.3 *The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.*
6. *It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.*
7. *Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.*
9. *The CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.*
10. *The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.*
11. *This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.*
12. *This Advance Payment Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.*
13. *Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having*

jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

1.4 Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment

1. TENDER CONDITIONS

- 1.1 The Contract Price Adjustment (CPA) mechanism and/or provisions relating to Rate of Exchange (RoE) Variation, contained in this schedule is compulsory and binding on all Tenderers/Suppliers and this schedule (the parts relevant to the particular tender) must be completed by all Tenderers / Suppliers.
- 1.2 Tenderers/Suppliers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule.
- 1.3 Tenderers are not permitted to offer fixed and firm prices except as provided for in the Price Schedule.

2. CPA PROVISIONS SELECTION

- 2.1 The prices stipulated on the Price Schedule are subject to adjustment as set out below.
- 2.2 Tenderer to indicate the specific CPA and/or RoE provisions applicable to their bid by marking the relevant checkboxes below. Tenderers to note that the CPA and/or RoE provisions are not exclusive and multiple CPA Types can exist if the bid contains both local and foreign exchange-based pricing. In such cases the CPA and/or ROE provision applies only to that particular portion of the tendered price.
- 2.3 The CPA and/or RoE provisions applicable to this tender and resulting contract are to be indicated below by checking the relevant boxes (with multiple selections only where indicated permissible):

	Indicate option	CPA Type	Period	Refer to Section
A	<input type="checkbox"/> N/A	FIRM PRICES as per Pricing Schedule	Annual	<i>Pricing Schedule C.4 and Schedule F.1 (A)</i>
LOCAL (RSA) TENDER CONTENT:				
EITHER				
B	<input type="checkbox"/> N/A	SEIFSA Index based CPA	Monthly / Quarterly	<i>Schedule F.1 (B)</i>
OR				
C	<input type="checkbox"/> N/A	Pricelist / Quotation Based CPA	Ad-Hoc	<i>Schedule F.1 (C)</i>
OR				
D	<input type="checkbox"/> YES	STATS SA CPI Index Based CPA	Annually	<i>Schedule F.1 (D)</i>

		OR/AND		
E	N/A	Sectorial Determination 1: Contract Cleaning Sector	Annually	Schedule F.1 (E)
		OR		
E	N/A	Sectorial Determination 6: Private Security Sector	Annually	Schedule F.1 (E)
IMPORTED GOODS AND / OR COMPONENTS (IF APPLICABLE)				
F	N/A	ROE based CPA	Ad-Hoc	Schedule F.1 (F)
AND (IF REQUIRED), EITHER				
G	N/A	Pricelist / Quotation based CPA	Ad-Hoc / Periodic	Schedule F.1 (G)
OR				
H	N/A	Overseas CPI / PPI index-based CPA	Ad-Hoc / Periodic	Schedule F.1 (H)

2.4 CPA and/or RoE provisions marked as **not applicable** is not relevant and will not apply to this tender and resulting contract.

3. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

3.1 Any claim for variation in the contract price (either CPA or RoE adjustments) must be submitted in writing:

i. By letter to: **Executive Director: Spatial Planning and Environment**, City of Cape Town,

P O Box 655, Cape Town, 8000 or

ii. By email to: officeofthead.spe@capetown.gov.za

at least 14 days prior to the month upon which the adjustment would become effective in the case of prices being set in advance, and as soon as relevant indices are available and no later than 60 days after the date of delivery of goods or the completion of the project (i.e. date of issue of the Taking-Over Certificate, if applicable) in the case of adjustments being claimed retrospectively for Goods or Services. The latter case is only applicable where specifically provided for in the CPA provisions.

3.2 When submitting a request for CPA and/or RoE adjustment the Supplier shall indicate the Rand Value claimed for each item listed on C.4 - Price Schedule, clearly indicating the item number as per C.4 - Price Schedule. Percentage increases will not be considered. A mere notification of a request for CPA without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid request.

3.3 The CCT reserves the right to request the Supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for CPA or RoE adjustments. Price adjustments will not be processed until such time as the Supplier submits such auditor's certificates or other documentary proof to the CCT. Should the

Supplier fail to submit the auditor's certificates or other documentary proof to the CCT within 30 days from the written request, it shall be presumed that the Supplier has abandoned his request.

- 3.4 The CCT reserves the right to withhold payment of any claim for adjustment while only provisional figures are available and until such time as the final (revised) figures are issued by the relevant authority.
- 3.5 The CCT will confirm in writing once processing of the CPA or RoE adjustments have been completed including the effective date of the adjustments.
- 3.6 Where pricelist-based and other non-index-based CPA requests are investigated and found to be not reasonable and market related, the CCT reserves the right to reject such requests. Where disputes arise with respect to such rejected requests the CCT reserves the right to procure the Goods from other available Suppliers until such time as the dispute is resolved.
- 3.7 Unless indicated otherwise in the relevant schedule below, the adjustment will apply to all Purchase Orders or Purchase Order lines where the delivery date is on or after the effective date of the adjustment.

F.1 (A) – FIRM PRICES

NOT APPLICABLE

F.1 (B) LOCAL SOUTH AFRICAN CONTENT – SEIFSA INDICES

NOT APPLICABLE

**F.1 (C) LOCAL SOUTH AFRICAN CONTENT - SUPPLIER/ MANUFACTURER PRICE
LIST/QUOTATIONS**

NOT APPLICABLE

F.1 (D) LOCAL SOUTH AFRICAN CONTENT - STATS SA CONSUMER PRICE INDEX

1. Applicable where the Tenderer/Suppliers has indicated their tendered prices are subject to adjustment based on changes in the Statistics South Africa (STATS SA) Consumer Price Indices.
2. A minimum of 10% of the tender price as per C.4 Pricing Schedule shall be fixed and free of variation for the duration of the contract.
3. A total of 90% of the tender price as per C.4 Pricing Schedule shall be adjusted annually in accordance with clause 5 below.
4. The Contract Price(s) shall remain FIRM for the first 12 calendar months from date of Commencement Date of Contract and Suppliers are not permitted to requests CPA during this period.
5. The Contract Price(s) will thereafter be subject to adjustment annually based on the average percentage of change over 12 months as published by STATS SA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:
 - 5.1 CPA applicable from the start of the 13th month to the end of the 24th month calculated as follows:
 - a) The base month for the price adjustment being three (3) calendar months prior to Commencement Date of Contract; and
 - b) The end month shall be three (3) calendar months prior to the 12th month.
 - 5.2 CPA applicable from the start of the 25th month to end of the 36th month calculated as follows:
 - a) The base month for the price adjustment shall be three (3) calendar months prior to the 13th month; and
 - b) The end month shall be three (3) calendar months prior to 24th month.
 - 5.3 The average CPI percentage will be calculated using the base month to the end month (both included) divided by the number of months. (12 months totalled/12 to achieve the average CPI)
6. Subject to prior approval by the CCT delegated authority, in the event of any extension of the contract period, the CPA applicable beyond month 36th of the contract will follow the same principle in determining the base month (i.e. 3 calendar months prior to 25th month) and end date (3 calendar months prior to 36th month) as outlined above.

F.1. (E) LOCAL SOUTH AFRICAN CONTENT – SECTORIAL DETERMINATION

NOT APPLICABLE

F.1. (F) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA RATE OF EXCHANGE PRICE VARIATIONS

1. Subject to the above, when tendered prices of certain items in C.4 Price Schedule are subject to adjustment for changes in the cost of goods and/or components imported from outside of South Africa, the Tenderer must (as part of the bid submission) provide a list of such items and other information as required in Table F.1 (F).2 below and include it in the bid submission.
2. Only tenderers who are the direct importer of the goods may claim rate of exchange price variations.

Table F.1 (F).1: Information required for prices subject to Rate of Exchange adjustments

Exchange Rate on which tender is based:	_____1 : Rand _____
Exchange Rate on which tender is based: (if more than one currency)	_____1 : Rand _____
Exchange Rate on which tender is based: (if more than one currency)	_____1 : Rand _____
Name of Bank	
Date of quoted rate of exchange	
Documentation relevant to calculation of adjustments based on Rate of Exchange (Mark with "x")	
Bill of Lading	
Waybill	
Customs invoice	
Other: _____	

7 TABLE F.1 (F).2: Price Basis for Imported Resources

C.4 Price Schedule Detail		Rand Value Calculation for Foreign Content (FOB)			Customs Surcharge		Customs Duty			Rand Value for South African Content (FOR)	Total Tender Price in Rand of (C) + (D) + (E) + (F) included in Price Schedule C.4
C.4 Price Schedule Item No.	Description of Resources	Value in Foreign Currency denomination (A)	Rate of Exchange as at Base Date* (B)	Value in Rand for Foreign currency content (A) x (B) (C)	%	Rand (D)	%	Rand (E)	Customs Duty Tariff Reference	Value in Rand for South African Content (F)	(G)

* Base Date: 7 (seven) calendar days before tender closing.

3. Any items/resources not inserted in Table F.1 (F).2 above, are deemed to be manufactured / supplied in South Africa and is not subject to adjustment in terms of variation in rate of exchange.
4. The price adjustment for variations in the cost of plant and materials imported from outside of South Africa shall be based on the information contained on the schedule titled "Price Basis for Imported Resources" (Table F.1 (F).2). The Rand value of goods and components comprising entirely or partly imported content that is inserted on the Table F.1(F).2 titled "Price Basis for Imported Resources" (column (G)) shall be the rate tendered in the Pricing Schedule C.4, and shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate 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)) and any South African manufactured or added content (column (F)). Any mark-up by the Tenderer or other costs not detailed above shall be entirely contained within the South African Content (Column (F)).
5. Column A of Table F.1 (F).2 shall detail the actual quotation for the imported Goods or components and shall be substantiated by the original source quotation for such Goods or components. (Source quotation from foreign supplier/manufacturer, see Schedule F.1 (G), Table F.1 (G).1 below). No Supplier mark-up on the foreign currency value of such imported Goods or components is permissible. All Supplier mark-up shall be included in the South African content, Column F of Table F.1 (F).2 above.
6. Based on the evidence provided in Clause 5 above, the value in Rand inserted in column (C) 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 Clause 7 below.

7. The adjustments shall be calculated upon the value in foreign currency in the Supplier'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 (or any adjusted value approved in accordance with Schedule F.1 (G) below).
8. 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.
9. 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.
10. Suppliers shall take out Forward Cover covering the foreign exchange component of the cost of any imported portion of the Goods ordered on each purchase order issued by the Employer.
11. The process to be followed by Suppliers for claims for Rate of Exchange Variations shall be as follows:
 - a) The Supplier shall within seven working days from the date of receipt of the purchase order arrange for cover or recovering 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 goods and components inserted by the Tenderer on the scheduled titled "Price Basis for Imported Resources" (Table F.1 (F).2), and submit such Forward Cover quotation to the City for approval.
 - b) Upon receipt of the quotation for Forward Cover from the bank, the Supplier must forward the quote ideally, within 15 minutes of receiving it from their banker to the CCT: CPA.Request@capetown.gov.za. This is to ensure that the time difference from generation of the quotation for Forward Cover to finalising the Forward Cover with the Bank, is kept to a minimum due to the change in the exchange rate throughout the day.
 - c) The Contract Manager will forward the quotation to the CCT Treasury Department immediately for their consideration and approval. The cut-off time for receipt of quotations for Forward Cover will be 14h00. It must be noted that if this deadline will not be achieved, it is recommended that the quotation process be undertaken on the following day which should fall within the 7 days of receipt of the purchase order.
 - d) Only once the Forward Cover quotation rate has been approved by CCT Treasury Department, may the Supplier finalise the Forward Cover contract with their bank at the rate approved by the CCT Treasury Department for that Purchase Order and forward a copy of the contract to the CCT via email: CPA.Request@capetown.gov.za.
 - e) The Forward Cover quotation envisaged above shall have the CCT purchase order number and a Forward Cover Contract (FCC) Value Date that is directly based upon

the required delivery date for the imported Goods or components necessary in order to meet the Contract Delivery Period. Future FCC Value Dates beyond the Contract Delivery Period shall not be acceptable.

12. On delivery of the goods to the City the Supplier shall submit the following documentation to the CCT via email: CPA.Request@capetown.gov.za.
 - a) The Bill of Lading/Waybill/Customs Invoice (clearly indicating the items as identified on the purchase order).
 - b) Calculations detailing the difference in the rate of exchange at the time of entry and the date of tender. These shall be submitted on a covering letter.
 - c) The invoice / credit-note for the Rate of Exchange adjustment applicable to the specific order.

13. In exceptional circumstances, and subject to the Employer's explicit approval, Rate of Exchange variations on Goods or components that are imported in bulk in advance in fulfilment of the contract requirements or to create buffer stocks, but not specifically in response to specific purchase orders placed by the Employer in accordance with the contract, shall be based upon whichever of the following two methodologies is more advantageous to the Employer:
 - a) Methodology 1: A spot quotation for the Forward Cover Contract rate for the imported portion of the Goods, based upon the FCC Value Date for the particular purchase order(s), as outlined in clause 11 above.
 - b) Methodology 2: The actual Rate of Exchange cost variations incurred in fulfilment of the purchase order(s), fully substantiated by detailed Bills of Lading and Customs Invoice applicable to the particular Goods delivered. The applicable Rate of Exchange shall be the rate as defined on the Customs Invoice for the imported Goods.
 - c) Determination of the more advantageous methodology shall be conducted and approved following delivery of the imported Goods or components to the Supplier but prior to delivery of the Goods to the Employer.

14. Approval of the process detailed in Clause 13 and sub-clauses above shall be on an order-by-order basis and application shall be submitted, with required supporting documents, immediately on receipt of the relevant purchase order(s).

**F.1. (G) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA -
MANUFACTURER/SUPPLIER PRICE/QUOTATION LIST**
1. Manufacturer's / Supplier's Pricelist / Quotation Based CPA – Imported Goods or Components:

- 1.1 Tenderers with imported Goods or Components may claim contract price adjustment based on the overseas SUPPLIER'S / MANUFACTURER'S PRICE LISTS/ QUOTATION from the supplier or manufacturer of the tendered items.
- 1.2 In such cases the Tenderer is required to submit with his tender a copy of the original overseas Supplier / Manufacturer Pricelist / Quotation upon which his tender prices are based. Such pricelist / Quotation is required to be on the Letterhead of the Supplier / Manufacture, is to be dated, referenced and signed, and is to provide clear reference to the tender number or unambiguously indicate the relevant component.
- 1.3 The Tenderer is required to clearly reference each item quoted to the respective Tender Item Number indicated in C.4 Price Schedule by completing Table F.1 (G).1 below.

**Table F.1 (G).1: Price Schedule information for Imported Goods or Components -
Manufacturers/Suppliers Price List(s)/Quotation**

Manufacturer/ Supplier Name	Price List Information		
	Price List/Quotation Date.	Price List/Quotation Reference Number	Pricelist applicable to Items as per C.4 Price Schedule

- 1.4 During the contract period, the Tenderer (now Supplier) must submit the request for price adjustment based on increases in pricelists of manufacturers/suppliers prior to the effective date of the increase in the pricelist.
- 1.5 The effective date of any price adjustment granted will be the first day of the month following the month during which the fully substantiated application for contract price adjustment is submitted or, by agreement between the Tenderer/Supplier and the CCT, a subsequent date on which the price adjustment will become effective.

- 1.6 In instances where the Supplier's price adjustment claimed is less than entitled, the lesser price will be accepted.
- 1.7 Only the difference in source supplier / manufacturer pricelist (actual cost, not percentage) may be adjusted and under no circumstances may the Tenderer/Supplier increase their profit margin.
- 1.8 The Tenderer/Supplier shall, when submitting claims for contract price adjustment, submit all of the documentation indicated below a minimum of two weeks prior to the effective date of the contract price adjustment:
 - a) Copies of price lists upon which original tender prices were based (refer to Clause 1.2, Table F.1 (G).1 above) clearly indicating the item(s) according to C.4 Price Schedule.
 - b) The new price list (*from the same Supplier / Manufacturer as originally tendered*) on the relevant manufacturer/supplier's letterhead (with pamphlets, brochures and e-mail communication) clearly indicating the item(s) according to C.4 Price Schedule.
 - c) Submit detailed calculations indicating how the "new" price is calculated. The calculations must be submitted in Excel, together with a signed, "PDF" version of the Excel spreadsheet. The example below – Table F.1(G).2, is what is required.
 - d) A covering letter on the Supplier's letterhead requesting the CPA with the effective date of the claim.
- 1.9 The CCT will consider the request and either refer the request back for correction or additional information or approve the request.
- 1.10 The CCT will assess such pricelist-based CPA claims and will only approve such claims that are confirmed to be reasonable, and market related with reference to the source pricing information provided with the tender and with the CPA application
- 1.11 Approval of the CPA request including confirmation of the effective date, will be communicated to the Supplier in writing. The effective date will be as per clause 1.3 above.
- 1.12 The successful Tenderer/Supplier shall immediately upon notification of the commencement date of contract submit written application for approval of any adjusted unit prices for the Goods that may have been notified by the Supplier / Manufacturer of the Goods, together with the required supporting documentation. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices at the commencement of the contract.
- 1.13 Failure to submit such application within two working weeks of commencement of contract shall result in the tendered unit prices being applied for initial orders placed following commencement of the contract.

1.14 In the event of a Supplier changing their Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Supplier has obtained prior approval from the City for the change of Supplier / Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.

Table F.1(G).2 – Pro Forma Table for Adjustments in price for Imported Goods or Components - Manufacturers/Suppliers Price List(s)/Quotation

C.4 Price Schedule Item No.	Original Tender Price	Previous and New Price List Information					New Contract Price (Excl. VAT)
		Manufacturer/Supplier	Material no.	Price as per previous Manufacturer / Supplier Price List (Excl. Vat) Price List Date:_____ (B)	Price as per new Supplier/ Manufacturer Price List (Excl. Vat) Price List Date:_____ (C)	Difference between the previous and new manufacturer Price list (C)-(B) (D)	
	(A)						(A)+(D)

OR

2. Supplier Price List Variations for Suppliers Supplying Goods Imported by Another Party

- 2.1 The Tenderers (now Supplier) that are not the director importer of the manufactured goods/components, and intend to purchase the goods from another supplier who in turn is importing the goods, may apply for Supplier / Manufacturer Pricelist / Quotation based CPA imported by another Party.
- 2.2 In such cases the Tenderer is required to submit with his tender a copy of the original Supplier / Manufacturer Pricelist / Quotation upon which his tender prices are based. Such pricelist / Quotation is required to be on the Letterhead of the Supplier / Manufacture, is to be dated, referenced and signed, and is to provide clear reference to the tender number, exchange rate on which the quote is based and is required to clearly reference each item quoted to the respective Tender Item Number indicated in C.4 Price Schedule.
- 2.3 The tenderer shall further confirm the Manufacturer / supplier, Quotation date, exchange rate at date of quote and reference number and applicable tender Items by completing Table F.1(G).3 below.

Table F.1 (G).3: Price Schedule information for Imported Goods or Components, imported by Another Party Manufacturers/Suppliers Price List(s)/Quotation

Price List Information				
Manufacturer/ Supplier Name	Price List/Quotation Date.	Price List/Quotatio n Reference Number	Exchange Rate on which quote is based	Pricelist applicable to Items as per C.4 Price Schedule
			_____ 1 : Rand _____	
			_____ 1 : Rand _____	
			_____ 1 : Rand _____	
			_____ 1 : Rand _____	

- 2.4 During the contract period, the Tenderer (now Supplier) must submit the request for price adjustment based on increases in pricelists of manufacturers/suppliers within seven calendar days of the date of the purchase order date.

- 2.5 The price adjustment claim will be fully substantiated, and the approval will be limited to the relevant Purchase Order.
- 2.6 In instances where the Supplier's price adjustment claimed is less than entitled, the lesser price will be accepted.
- 2.7 Only the difference in source supplier / manufacturer pricelist (actual cost, not percentage) may be adjusted and under no circumstances may the Tenderer/Supplier increase their profit margin.
- 2.8 The Tenderer/Supplier shall, when submitting claims for contract price adjustment, submit all of the documentation indicated below a minimum of seven (7) days from date of purchase order:
- a) Copies of price lists upon which original tender prices were based (refer to Clause 2.2, Table 2 above) clearly indicating the item(s) according to C.4 Price Schedule.
 - b) The new price list (*from the same Supplier / Manufacturer as originally tendered*) on the relevant manufacturer/supplier's letterhead (with pamphlets, brochures and e-mail communication) clearly indicating the item(s) according to C.4 Price Schedule.
 - c) Submit detailed calculations indicating how the "new" price is calculated.
 - d) A covering letter on the Supplier's letterhead requesting the CPA with the effective date of the claim.
- 2.9 The CCT will consider the request and either refer the request back for correction or additional information or approve the request.
- 2.10 The CCT will assess such pricelist-based CPA claims and will only approve such claims that are confirmed to be reasonable, and market related with reference to the source pricing information provided with the tender and with the CPA application
- 2.11 Approval of the CPA request for the relevant Purchase Order (refer to clause 2.5 above), will be communicated to the Supplier in writing.

**F.1. (H) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA -
BASED ON FOREIGN INDICES**

1. Adjustment for variation in labour and material Costs based on Indices in the country of manufacture.
 - 1.1 If the prices for imported Goods and/or components are not fixed, the Supplier shall in their 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. The imported goods and or components shall be adjusted annually in accordance with clause 18.2 below.
 - 1.2 The FOB adjustment in this CPA must be read with the values stipulated in the F.1 (F) (Column A) Schedule for Rate of Exchange.

2. Formula(e) for FOB price adjustment on goods and/or components ex-import:

Cost of goods and or components manufactured outside of South Africa and any foreign installation labour (FOB values in Table 2 titled “**Price Basis for Imported Resources**” (column (A))) will be fixed and firm except for variations in the rate of exchange and statutory obligations unless the following information is provided:

$$P = P_o(0,1 + 0,9N/No)$$

Where

P = Adjusted Price

P_o = Original Price

10% - Fixed

And:

No Foreign Published Index (similar to SEIFSA CPI/PPI) in country of Origin:

N DETAIL: _____

3. The FOB values in Table 2 titled “**Price Basis for Imported Resources**” (column (A)), shall remain fixed and firm for the first 12 calendar months from date of Commencement Date of Contract and Suppliers are not permitted to requests CPA during this period.
4. The FOB values will thereafter be subject to adjustment annually based on the average percentage of 12 months as published in the Foreign Published Index as follows:
 - 4.1 From the start of the 13th month to the end of the 24th month calculated as follows:
 - a) The base month for the price adjustment being three (3) calendar months prior to Commencement Date of Contract; and
 - b) The end month shall be three (3) calendar months prior to the 12th month.

- 4.2 From the start of the 25th month to end of the 36th month calculated as follows:
 - a) The base month for the price adjustment shall be three (3) calendar months prior to the 13th month; and
 - b) The end month shall be three (3) calendar months prior to 24th month.

5. The average percentage increase in the published index will be calculated using the base month to the end month (both included) divided by the number of months. (12 months totalled/12 to achieve the average for the Foreign Published Index)

Schedule F.2: 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 exclusion 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 F.3: 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	
-----	--	----	--

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

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

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 CCT of any other remedies available to it.

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. 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).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

Or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

Or

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 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:

5.2 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 (SG) – Points Allocated and Claimed

Tenderers must indicate the preference points claimed for each specific goal applicable to them, for the purposes of this tender.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

The specific goals allocated points in terms of this tender	To be Completed by the Tenderer	
	Number of points Allocated (90/10 system)	Number of points claimed (90/10 system)
Promotion of Micro and Small Enterprises	4	
Enterprise Supplier Development and Socio-Economic Development	3	
Skills Development <u>OR</u> Employee Share Scheme	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm.....

5.4 Company registration number:

5.5 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]

5.6 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 Supplier 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 Supplier, 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.

<i>Signature of Tenderer</i>	<i>Date</i>	<i>Name and Surname</i>	<i>Address</i>

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

Table 2: Specific Goals – Declaration by the Tenderer

Tenderers must complete this table to declare the amounts and percentages applicable to the specific goals they are claiming.

NB: In completing Table 2 below, please consult **Notes for Verification** below

The specific goals allocated points in terms of this tender	To be Completed by the Tenderer	
	Refer to “Notes for verification”	Amount Declared (excluding VAT)
SG1 Promotion of Micro and Small Enterprises	(i) Total Turnover	
SG2 Enterprise Supplier Development and Socio Economic Development	(ii) Total Enterprise Supplier Development Expenditure	
	(iii) Total Socio-Economic Development Expenditure	
	(iv) Total Expenditure	
SG3.1 Skills Development	(v) Total Skills Development Expenditure	
	(vi) Total Profit	
OR SG3.2 Employee Share Scheme	(vii) Employee Share Scheme Ownership %	

Tenderer Confirmation:

I confirm that the amounts declared in Table 2 above are accurate and in accordance with the *'The Broad-Based Black Economic Empowerment (B-BBEE) Act 53 of 2003, as amended. .*

Signature of Tenderer (Authorised to represent the tenderer)	Date	Name and Surname	Address

Notes for Verification:

All amounts disclosed should be as per the most recent Annual Financial Statements (not older than 12 months) and defined as per the B-BBEE Act

- SG1 – Specific Goal 1

Promotion of Micro and Small Enterprises

(i) Total Turnover

Micro enterprises with a turnover of up to R20million and Small enterprises with a turnover up to R80 million, as per National Small Enterprise Act, 1996 (Act No.102 of 1996)

- SG2 – Specific Goal 2

Enterprise Supplier Development and Socio-Economic Development

(ii) Total Enterprise Supplier Development Expenditure

Qualifying expenditure as defined in the B-BBEE Act: Statement 400 "THE GENERAL PRINCIPLES FOR MEASURING ENTERPRISE AND SUPPLIER DEVELOPMENT"

(iii) Total Enterprise Socio Economic Development Expenditure

Qualifying expenditure as defined in the B-BBEE Act: Statement 500 "THE GENERAL PRINCIPLES FOR MEASURING THE SOCIO - ECONOMIC DEVELOPMENT ELEMENT"

(iv) Total Expenditure

Total Expenditure as per the most recent Annual Financial Statements (not older than 12 months)

- SG3.1 – Specific Goal 3

Skills Development

(v) Total Skills Development Expenditure

Qualifying expenditure as defined in the B-BBEE Act: Statement 300 "THE GENERAL PRINCIPLES FOR MEASURING SKILLS DEVELOPMENT"

(vi) Total Profit

Total Profit as per the most recent Annual Financial Statements (not older than 12 months)

- SG3.2 – Specific Goal 3

Employee Share Scheme

(vii) Employee Share Scheme Ownership %

Total employee ownership as per employee share certificate at the date of tender closing.

The below table (Table 3) must be completed by a B-BBEE Verification Agency (*Note 1) **OR** Commissioner of Oaths
(Refer to *Note 3.2 for the detailed declaration):

Table 3:

Signature and Stamp	Date	Name and Surname	Address

***Note 1**

1.1 Tendering entity that undergoes B-BBEE verification

- Where a tendering entity undergoes B-BBEE verification, a B-BBEE certificate valid as at the date of tender closing, must be attached to the bid submission or must be made available upon request within the specified period.
- All amounts disclosed in Table 2, should be amounts used in the B-BBEE verification process undergone by the tendering entity
- The B-BBEE verification agency must complete Table 3 above, to confirm the following amounts disclosed by the bidder in Table 2:
 - (ii) Total Enterprise Supplier Development Expenditure;
 - (iii) Total Socio-Economic Development Expenditure;
 - (v) Total Skills Development Expenditure
- Where the tendering entity is a Joint Venture/ Consortium, the amounts in Table 2 must be consolidated, with an accompanying consolidated B-BBEE certificate valid as at the date of tender closing must be attached to the bid submission or must be made available upon request within the specified period.

1.2 If the tendering entity does not undergo B-BBEE verification and qualifies as a B-BBEE Qualifying Small Enterprise (QSE) and Exempted Micro-Enterprises (EME)

- Table 3 must be completed by a Commissioner of Oaths to confirm the following amounts disclosed by the bidder in Table 2:
 - (ii) Total Enterprise Supplier Development Expenditure;
 - (iii) Total Socio-Economic Development Expenditure;
 - (v) Total Skills Development Expenditure

***Note 2**

2.1 The tendering entity must attach with the bid submission or must be made available upon request within the specified period; the most recent (where applicable) audited financial statements to enable validation of the following amounts disclosed by the bidder in Table 2:

- (i) Total Turnover
- (iv) Total Expenditure
- (vi) Total Profit

2.2 Companies who are required to be audited by legislation, must submit audited financial statements, not older than 12 months with the bid submission or must be made available upon request within the specified period.

***Note 3**

Sworn affidavit to be deposed by the Commissioner of Oaths to the QSE or EME.

I, the undersigned,

Full Name and Surname <i>(Authorised to represent the tenderer)</i>	
Identity Number	

Hereby declare under oath as follows

3.1 The contents of this statement are to the best of my knowledge a true reflection of facts.

3.2 I am a Member/ Director/ Owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, Pty (Ltd), Sole Prop etc):	
Nature of Business:	

3.3 I hereby declare under oath that based on the Financial Statements / Management Accounts and information available on the latest financial year end _____

3.3.1 The annual Total Revenue was less than R50 000 000.00 (Fifty Million Rand);

3.3.2 The following amounts disclosed in Table 2 are accurate, complete, consistent with the BBBEE Act (see Notes for Verification) and based on the Financial Statements / Management Accounts and information available on the latest financial year end

As per Table 2	Amount Declared (excluding VAT)
(ii) Total Enterprise Supplier Development Expenditure	
(iii) Total Socio-Economic Development Expenditure	
(iv) Total Expenditure	
(v) Total Skills Development Expenditure	
(vi) Total Profit	
(vii) Employee Share Scheme Ownership %	

3.4 I know and understand the contents of this affidavit, and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent I this matter.

3.5 The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Commissioner of Oaths
Signature, Date and Stamp

Deponent Signature and Date

3.6 KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS

<p>BBBEE Certificates/ Sworn Affidavits</p>	<p>Returnable for declaration requirement must be attached with the bid submission or must be made available upon request within the specified period</p> <ul style="list-style-type: none"> - Certified and Valid copy of BBBEE Certificate issued by a SANAS Accredited Verification Agent, or - Certified and Valid copy of Sworn Affidavit for either EME or QSE (see key notes below to determine Validity of a Sworn Affidavit); or - Valid copy of BBBEE Certificate issued by CIPC for EME's only <p>KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS</p> <p>Tenderers submitting Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:</p> <p>(a) Name/s of deponent as they appear in the identity document and the identity number.</p> <p>(b) Designation of the deponent as the Director/ Member must be indicated in order to know that person is duly authorised to depose of an affidavit (mark the applicable option).</p> <p>(c) Name of enterprise as per enterprise registration documents issued by CIPC, where applicable, and enterprise business address.</p> <p>(d) Amounts as per Table 2 must be inserted (No blank spaces to be left).</p> <p>(e) Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts (mark the applicable option).</p> <p>(f) Financial year end as per the enterprise's registration documents, which was used to determine the total revenue (financial year end to be stipulated by day/ month/ year).</p> <p>(g) Date deponent signed and date of Commissioner of Oath must be the same.</p> <p>(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign ad stamp).</p>
--	--

(h) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

If the relevant documentation/ information as stipulated in the enquiry is not submitted and/or does not meet the above requirements; tenderers will be disqualified.

Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)
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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 (CCT) during the previous twelve (12) months, or
 - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 or higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
 - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
 - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
 - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
 - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
 - 1.5.3 was involved in a dispute against the CCT during the previous thirty-six (36) months.

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 CCT 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 CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT’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 CCT of any other remedies available to it.

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

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 with in 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.

²Shareholder” 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 F.6: 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 CCT, please contact the following:

The CCT'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 CCT of any other remedies available to it.

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

Date

Schedule F.7: 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	<p>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?</p> <p>(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).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	<p>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?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
2.5.1	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 CCT of any other remedies available to it.

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

Date

Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT

To: THE CITY MANAGER, City of Cape Town

From: _____
(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CCT

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;

Physical Business address(es) of the tenderer	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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)	Inside the CCT municipal boundary (Yes/No)

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 CCT of any other remedies available to it.

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

Schedule F.9: Certificate of Independent Tender Determination
--

I, the undersigned, in submitting this tender number **TENDER 292S/2025/26** and tender description: **PROVISION OF CLEANING, GARDENING AND SAFETY SERVICES SELECTED PRECINCTS IN CAPE TOWN** in response to the tender invitation made by THE CCT, 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/o/r 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

Print name:

Date

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 F.10: Proposed Deviations And Qualifications By Tenderer
--

The Tenderer should record any **proposed** deviations or qualifications they may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

The Tenderer’s attention is drawn to clause 2.3.7.2 of the Standard Conditions of Tender referenced in the Tender Data regarding the CCT’s handling of material deviations and qualifications.

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

List relevant documentation attached in Schedule F.10 below.

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

Date

Schedule F.11: 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 F.12: Record of Addenda to Tender Documents

We confirm that the following communications received from the CCT 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.

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

Schedule F.13: Information to be provided with the Tender
--

The Tenderer's attention is drawn to clause C.2.2.1.1.4 in T.2 Conditions of Tender for a more detailed explanation of the functionality criteria given in the table below and how the score will be calculated (with applicable values).

The following information shall be provided with the Tender, inclusive of the additional schedules F.13.1.A to F.13.2

F.13.1 Experience of the tendering entity

Refer to Returnable Schedule F13.1 (A - E).

Description	Key experience areas	Attached (Y/N)
Tendering entity experience	A. Precinct Management (or equivalent)	
	B. Horticultural maintenance	
	C. Landscape installations	
	D. Cleaning	
	E. Safety and security	

Only contracts completed at the time of tender closing will be considered for functionality scoring.

Projects which cover more than one of the above experience areas (precinct management, horticultural maintenance, etc.) can be repeated in the different returnable sheets, as applicable.

Failure to complete the form or attached reference letters or completion certificates will result in a score of zero.

F.13.2 Key Personnel

All key personnel positions required by the Specifications need to be satisfied to be considered responsive.

Provide key personnel information in Schedule F.13.2 (A-C).

Description	Key experience areas	Attached (Y/N)
Key personnel experience	A. Contract Manager	
	B. Operations Manager	
	C. Security Manager	

The Curriculum Vitae of key personnel and reference letters must be attached to the schedule. Failure to complete the form or attach a Curriculum Vitae will result in a score of zero.

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

**Schedule F.13.1.A: Experience of Tendering Entity:
Precinct Management (or equivalent*)**

*All contracts where the tendering entity managed different disciplines (including at least cleaning, landscaping/greening and safety/security) will be considered as "Precinct Management".

Failure to complete the form or attached reference letters will result in a score of zero.

No	Details	
1.	<p>Brief Description of Contract and services provided:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total value of Contract: _____</p>	<p>Principal (Awarder of Contract):</p> <p>_____</p> <p>(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>(First Name / Initials & Surname)</p> <p>Telephone Number/s:</p> <p>_____</p> <p>Attach reference letter from Principals that no older than five years from the date of advertisement.</p>
2.	<p>Brief Description of Contract and services provided:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total value of Contract: _____</p>	<p>Principal (Awarder of Contract):</p> <p>_____</p> <p>(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>(First Name / Initials & Surname)</p> <p>Telephone Number/s:</p> <p>_____</p> <p>Attach reference letter from Principals that no older than five years from the date of advertisement.</p>
3.	<p>Brief Description of Contract and services provided:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total value of Contract: _____</p>	<p>Principal (Awarder of Contract):</p> <p>_____</p> <p>(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>(First Name / Initials & Surname)</p> <p>Telephone Number/s:</p> <p>_____</p> <p>Attach reference letter from Principals that no older than five years from the date of advertisement.</p>

**Schedule F.13.1.B: Experience of Tendering Entity:
Horticultural Maintenance**

Failure to complete the form or attached reference letters will result in a score of zero.

No	Details	
1.	<p>Brief Description of Contract and services provided:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total value of Contract: _____</p>	<p>Principal (Awarder of Contract):</p> <p>_____</p> <p>(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>(First Name / Initials & Surname)</p> <p>Telephone Number/s:</p> <p>_____</p> <p>Attach reference letter from Principals that no older than five years from the date of advertisement.</p>
2.	<p>Brief Description of Contract and services provided:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total value of Contract: _____</p>	<p>Principal (Awarder of Contract):</p> <p>_____</p> <p>(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>(First Name / Initials & Surname)</p> <p>Telephone Number/s:</p> <p>_____</p> <p>Attach reference letter from Principals that no older than five years from the date of advertisement.</p>
3.	<p>Brief Description of Contract and services provided:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total value of Contract: _____</p>	<p>Principal (Awarder of Contract):</p> <p>_____</p> <p>(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>(First Name / Initials & Surname)</p> <p>Telephone Number/s:</p> <p>_____</p> <p>Attach reference letter from Principals that no older than five years from the date of advertisement.</p>

**Schedule F.13.1.C: Experience of Tendering Entity:
Landscape Installations**

Failure to complete the form or attached reference letters will result in a score of zero.

No	Details	
1.	Brief Description of Contract and services provided: _____ _____ _____ _____ _____ _____ _____ Starting Date: _____ End Date: _____ Total value of Contract: _____	Principal (Awarder of Contract): _____ (Company / Institution) Contact Person at Principal: _____ (First Name / Initials & Surname) Telephone Number/s: _____ Attach reference letter from Principals that no older than five years from the date of advertisement.
2.	Brief Description of Contract and services provided: _____ _____ _____ _____ _____ _____ _____ Starting Date: _____ End Date: _____ Total value of Contract: _____	Principal (Awarder of Contract): _____ (Company / Institution) Contact Person at Principal: _____ (First Name / Initials & Surname) Telephone Number/s: _____ Attach reference letter from Principals that no older than five years from the date of advertisement.
3.	Brief Description of Contract and services provided: _____ _____ _____ _____ _____ _____ _____ Starting Date: _____ End Date: _____ Total value of Contract: _____	Principal (Awarder of Contract): _____ (Company / Institution) Contact Person at Principal: _____ (First Name / Initials & Surname) Telephone Number/s: _____ Attach reference letter from Principals that no older than five years from the date of advertisement.

**Schedule F.13.1.D: Experience of Tendering Entity:
Cleaning**

Failure to complete the form or attached reference letters will result in a score of zero.

No	Details	
1.	<p>Brief Description of Contract and services provided:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total value of Contract: _____</p>	<p>Principal (Awarder of Contract):</p> <p>_____</p> <p>(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>(First Name / Initials & Surname)</p> <p>Telephone Number/s:</p> <p>_____</p> <p>Attach reference letter from Principals that no older than five years from the date of advertisement.</p>
2.	<p>Brief Description of Contract and services provided:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total value of Contract: _____</p>	<p>Principal (Awarder of Contract):</p> <p>_____</p> <p>(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>(First Name / Initials & Surname)</p> <p>Telephone Number/s:</p> <p>_____</p> <p>Attach reference letter from Principals that no older than five years from the date of advertisement.</p>
3.	<p>Brief Description of Contract and services provided:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total value of Contract: _____</p>	<p>Principal (Awarder of Contract):</p> <p>_____</p> <p>(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>(First Name / Initials & Surname)</p> <p>Telephone Number/s:</p> <p>_____</p> <p>Attach reference letter from Principals that no older than five years from the date of advertisement.</p>

Schedule F.14: Appeal Application
--

ANNEXURE 'A'

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receiving machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIER TO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0
---	---	---	---	---	---

PROFIT CENTRE:

1	3	0	5	0	0	0	1
---	---	---	---	---	---	---	---

NAME/COMPANY NAME:

--

AMOUNT:

						R	3	0	0	-	0	0
--	--	--	--	--	--	---	---	---	---	---	---	---

SERVICE DEPARTMENT DETAILS-DEPARTMENT: LEGAL SERVICES; APPEALS UNITEMAIL: MSA.Appeals@capetown.gov.za

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receiving machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

TENDER NO: 292S/2025/26

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIER TO RETAIN A COPY)

RECEIPT NO:

DATE: _____

SAP GL:

8	1	0	1	0	0
---	---	---	---	---	---

PROFIT CENTRE:

1	3	0	5	0	0	0	1
---	---	---	---	---	---	---	---

NAME/COMPANY NAME:

--

AMOUNT:

						R	3	0	0	-	0	0
--	--	--	--	--	--	---	---	---	---	---	---	---

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES; APPEALS UNIT

EMAIL; MSA,Appeals@capetown.gov.za

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM

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