

**ADDITIONAL CONDITIONS OF CONTRACT**

*Add the following Clause after Clause 34:*

**35. Reporting Obligations – Not Applicable**

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.

35.2 Checklists (supplied by tendering entity) will be used and signed by the relevant parties (City's and Service Provider's representatives), at each transfer of a vehicle. The Service Provider is responsible for the completion of all paperwork related to the service (including Checklists) of recoveries, towing or salvaging. This must be attached to the delivery note / copy invoice supplied to the person sending the order on completion. Under certain circumstances a traffic officer will accompany the recovered, salvaged or towed vehicle during the full duration of this trip. At times photographs may be taken at milestones in the process by the City. This will not void the need for the Checklist.

**36. Personnel**

36.1 The service provider shall have available sufficient qualified personnel for the operation of the required tow/drawing vehicles.

- a. The driver of the towing vehicle shall have a current valid CODE EB, EC or EC1 driving license appropriate for the vehicle being operated and be valid to drive in South Africa.
- b. The driver of the towing vehicle shall have a current valid Professional Driving Permit in terms of Section 32 NRTA 93/96 read with Regulation 115 NRTA 93/96 as specified in the Act.
- c. The driver/s shall have at least one (1) year experience in towing and recovery work.
- d. The service provider shall ensure that all drivers used on calls shall be neat, clean, uniformed, courteous, and competent in operating skills in all procedures.
- e. Service Provider's drivers/operators driver's licenses and their appropriate valid PrDP (professional driving permit)

**37. Geographical Operational Requirements**

37.1 The service provider shall demonstrate the ability to deploy vehicles and personnel within the City of Cape Town metropole at all times, and must maintain local operational readiness sufficient to meet the prescribed response times (1 hour daytime and night-time). Failure to maintain such local readiness shall constitute non-performance.

**38. Bargaining Council Requirements**

38.1 The Contractor must, within the period stipulated by the Employer following notification of intention to award, submit valid proof of registration with and good standing in the applicable Bargaining Council for the industry, including but not limited to any other relevant Bargaining Council appropriate to the services under this Contract. Registration with a Bargaining Council shall not be required where the services relate exclusively to marine equipment workers for whom no applicable Bargaining Council exists. Such proof must remain valid for the duration of the Contract.

Failure by the Contractor to submit the required proof within the stipulated period shall constitute a breach of the conditions applicable at contract-finalisation stage and may result in the Employer withdrawing the award, declining to conclude the Contract, or invoking any other remedies available in law or under the Contract.